AMENDED

AGENDA

Tuesday, October 15, 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
TELECONFERENCE LOCATION: [1]
1004 Saga St.
Glendora, California 91741
and
Hotel Maya, 700 Queensway Drive
Long Beach, CA90802

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.

[1] Note: Pursuant to Government Code Section 54953(b), this meeting will include teleconference participation by Councilmember Jenny McAdams and Mayor Bruce C. Delgado from the addresses above. This Notice and Agenda will be posted at the teleconference location.

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 san 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)

   Jennifer McAdams, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Liesbeth Visscher, Mayor/Chair Bruce C. Delgado
3. PUBLIC COMMENT ON CLOSED SESSION ITEMS:
4. CLOSED SESSION:
   a. Conference with Legal Counsel: Existing Litigation (Govt. Code § 54956.9(d)(1)) 1 case(s): *City of Marina et al., Plaintiffs vs. California Coastal Commission, Defendant, et al.*, Monterey Superior Court Case No. 22CV004063

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

5. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
6. SPECIAL PRESENTATIONS:
   a. Receive presentation on City Projects, Infrastructure and Impact Fees.
   b. Receive presentation on FY 23/24 Stormwater Program Annual Report.
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 105418-105512, totaling $1,819,879.77
        Accounts Payable Successor Agency EFT 107-108, totaling $2,038.68

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

        (1) October 1, 2024, Regular City Council Meeting

    c. CLAIMS AGAINST THE CITY: None

    d. AWARD OF BID: None

    e. CALL FOR BIDS: None

    f. ADOPTION OF RESOLUTIONS: *(Not a Project under CEQA per Article 20, Section 15378)*

        (1) Adopting Resolution No. 2024-, approving the designation of a portion of city properties as shown on the Phase 2 West Final Map as 6th and 7th street right of way. *(Not a Project under CEQA per Article 20, Section 15378)*

        (2) Adopting Resolution No. 2024-, accepting the dedication of Public Improvements as shown on the approved Dunes (Formerly University Village) Improvement Plans and Final Map for Residential Phase 2 East (not including Hilltop Park); authorize the City Clerk to release bond securities, accept a warranty bond, and record acceptance with Monterey County Recorder's Office. *(not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061)*

        (3) Adopting Resolution No. 2024-, approving a request by the contracting parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., Wathen Castanos Peterson Coastal, LP, and Marina Developers, Inc., to release a portion of the performance security for public improvements in the Sea Haven Phase 4a area in the amount of $3,351,867, accepting a substitute performance bond security of $335,186.70 for remaining punch list items. *(not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061)*

(4) Adopting Resolution No. 2024-, authorizing the City Manager to enter into and execute an agreement to settle the following actions: *City of Marina, et al. v. County of Monterey, et al* (Case No. 19CV005270)*; California-American Water Company v. All Persons Interested, et al*., in Monterey County Superior Court (Case No. 20CV002436); *City of Marina, et al. v. All Persons Interested, et al*., in Monterey County Superior Court (Case No. 21CV000493); and *City of Marina, et al. v. All Persons Interested, et al*., in Monterey County Superior Court (Case No. 23CV001400) all pending in Monterey Superior Court

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

(1) Adopting Resolution No. 2024-, approving agreements between the city of Marina and M3 Environmental, LLC for on-call professional services in the disciplines of hazardous materials testing and monitoring. *(not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061)*

(2) Adopting Resolution No. 2024-, approving Amendment No. 8 to the agreement between City of Marina and Save The Whales Of Seaside, California, to provide professional services for the city of marina's storm water program, authorizing the finance director to make necessary accounting and budgetary entries, and authorizing the city manager to execute the agreement on behalf of the city subject to final review and approval by the city attorney. *(not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061)*

(3) Adopting Resolution No. 2024-, to authorize the City Manager to enter into an agreement with Pacific Gas & Electric for joint use of rights of way and easements related to the undergrounding of certain utilities within the project by Shea Homes Limited Partnership shown on "Tract 1566 The Dunes On Monterey Bay Phase 2 West" in the vicinity of 1st Avenue between 8th Street and 6th Street, City of Marina, subject to review and approval by the City Attorney.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

(1) Accept letter to Transportation Agency for Monterey County requesting an extension of the lease with the Museum of Handcar Technologies.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

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

a. City Council to hold a public hearing and continue such public hearing to November 6, 2024, regarding the establishment of the City of Marina Community Facilities District No. 2024-1 (The Dunes-West Side Services CFD), the levy of special taxes, and calling an election within the district.

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-, certifying the Final Environmental Impact Report (FEIR), and adopt the mitigation monitoring program (MMRP), findings of fact, and statement of overriding considerations; and approve the Downtown Specific Plan, incorporating the revisions recommended by the Planning Commission in its September 12, 2024, resolution; and adopt General Plan Amendments (GPA 24-003) to the 2000 Marina General Plan to implement the Downtown Specific Plan; and adopt zoning text amendments to the Marina Municipal Code to implement the Downtown Specific Plan; and amend the Marina Zoning Map to incorporate by reference the zoning standards identified as Appendix A (Development Code) to the Downtown Specific Plan; and rescind City Council Motion 2008-111 regarding the preparation of a specific plan for individual projects in the downtown area. **(90-minutes)**

b. Adopting Resolution No. 2024-, receiving a follow-up presentation and, providing approval of the final planting palette selection for the del monte boulevard median landscaping, phase 1 project. **(30-Minutes)**

c. Receive informational update on the status of the Mobile Vending Ordinance adopted on December 5, 2023, and receive directions from city council. **(30-Minutes)**

d. Receive update on City Manager's SMART Goals **(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:

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 12:00 p.m., Saturday, October 12, 2024.

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ANITA SHARP, DEPUTY CITY CLERK

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

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

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

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

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

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

***Wednesday, November 6, 2024**	Tuesday, December 3, 2024
Tuesday, November 19, 2024	Tuesday, December 17, 2024

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

CITY HALL 2024 HOLIDAYS
(City Hall Closed)

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

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

October 24, 2024 November 14, 2024 December 12, 2024
November 28, 2024 (Cancelled)

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

October 17, 2024 November 21, 2024 December 19, 2024

Upcoming 2024 Meetings of Recreation & Cultural Services Commission
1st Wednesday of every quarter month. Meetings are held at the Council Chambers at 6:30 P.M.

December 4, 2024

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

Agenda Item: **6b**

CITY OF MARINA ANNUAL STORMWATER REPORT 23/24

OCTOBER 15, 2024

Environmental Compliance Specialist, LLC

Overview

PROGRAM OVERVIEW

- Under Municipal Stormwater Permit 2023-2024
- Regulations Continue to Grow
- Legal Decisions Keep us Guessing
- **Key Update Items**

- ❖**Draft Small MS4 Permit Key Items**
- **Work Plan 2024-2025 Period**
- Too much to discuss in 5 minutes

KEY ACCOMPLISHMENTS 23/24

- **Perc/Pond Study** – Results No Discharges to WOTUS
- Annual Trash Policy Requirements
- Phase II Permit Requirements
- Annual Staff Training
  - Annual Facility / Site Assessments
  - Public Education & Outreach
  - Public Participation and Involvement
- Post Construction Requirements
- Program Effectiveness Assessment Improvement

Volunteerism!

PUBLIC EDUCATION & OUTREACH

Focus: Measurable goals to address target pollutants

1. Education Topic
2. Audience
3. Education Mode
4. Quantity of People Reached

Key Points

a. 13 Community Events Conducted

b. 431 Students Reached

c. 190 lbs of Trash / Recyclables Removed

d. Perc Pond Study - Water Monitoring Study Completed

Volunteerism!

PUBLIC EDUCATION & OUTREACH

VOLUNTEERISM

Volunteerism!

PUBLIC EDUCATION & OUTREACH

Marina State Beach Cleanup

Volunteers cleaned up 75 pounds of trash on June 8, 2024 from Marina State Beach

Thank you, Volunteers!

Volunteerism!

PUBLIC EDUCATION & OUTREACH

Watershed Pollution Outreach

Event on September 9, 2023 engaged the public about watershed pollution with the hands-on model

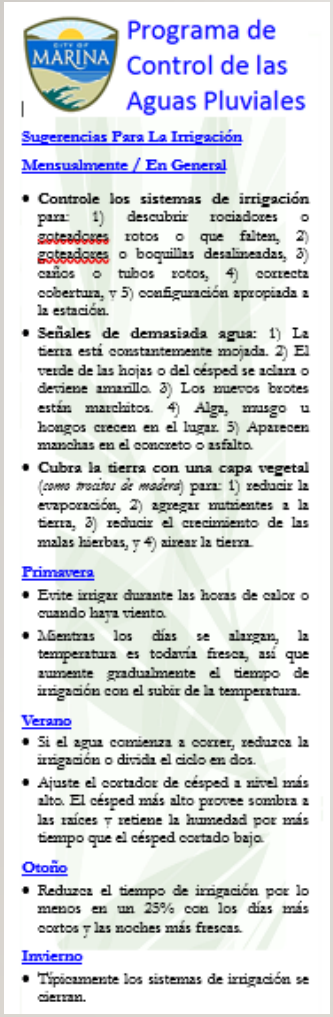
Volunteerism!

PUBLIC EDUCATION & OUTREACH

Storm Drain Stenciling and Public Art

Volunteers adhered 21 emblems on June 15, 2024 along Reservation Road

CSUMB students with Save The Whales staff touched up artwork



Programa de Control de las Aguas Pluviales

Sugerencias Para La Irrigación

Mensualmente / En General

- **Controle los sistemas de irrigación** para: 1) descubrir rociadores o goteadores rotos o que falten, 2) goteadores o boquillas desalineadas, 3) caños o tubos rotos, 4) correcta cobertura, y 5) configuración apropiada a la estación.
- **Señales de demasiada agua:** 1) La tierra está constantemente mojada. 2) El verde de las hojas o del césped se aclara o deviene amarillo. 3) Los nuevos brotes están marchitos. 4) Alga, musgo u hongos crecen en el lugar. 5) Aparecen manchas en el concreto o asfalto.
- **Cubra la tierra con una capa vegetal** (*como trozitos de madera*) para: 1) reducir la evaporación, 2) agregar nutrientes a la tierra, 3) reducir el crecimiento de las malas hierbas, y 4) airear la tierra.

Primavera

- Evite irrigar durante las horas de calor o cuando haya viento.
- Mientras los días se alargan, la temperatura es todavía fresca, así que aumente gradualmente el tiempo de irrigación con el subir de la temperatura.

Verano

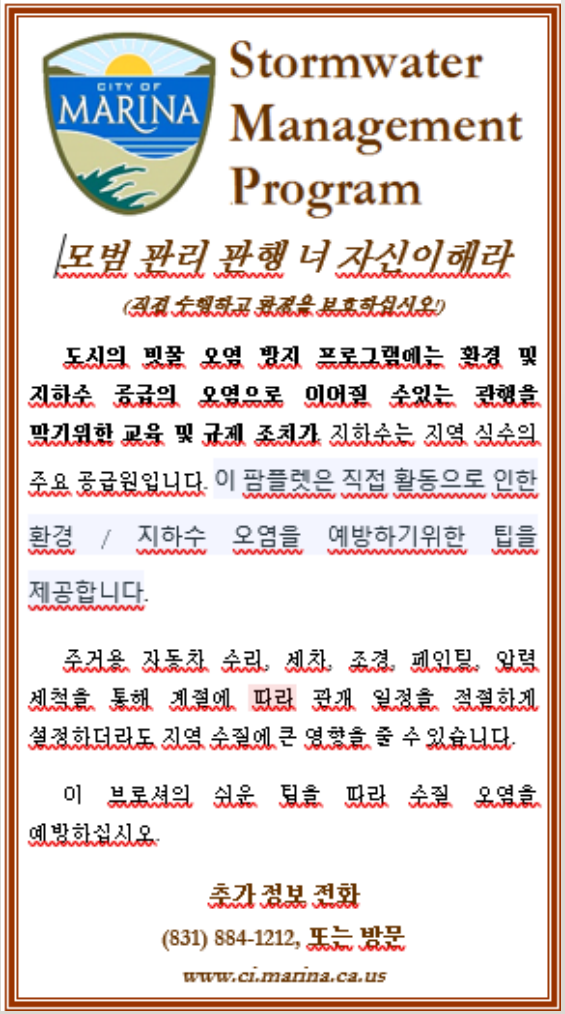
- Si el agua comienza a correr, reduzca la irrigación o divida el ciclo en dos.
- Ajuste el cortador de césped a nivel más alto. El césped más alto provee sombra a las raíces y retiene la humedad por más tiempo que el césped cortado bajo.

Otoño

- Reduzca el tiempo de irrigación por lo menos en un 25% con los días más cortos y las noches más frescas.

Invierno

- Típicamente los sistemas de irrigación se cierran.



Stormwater Management Program

모범 관리 관행 너 자신이해라

(직접 수행하고 환경을 보호하십시오!)

도시의 빗물 오염 방지 프로그램에는 환경 및 지하수 공급의 오염으로 이어질 수있는 관행을 막기위한 교육 및 규제 조치가 지하수는 지역 식수의 주요 공급원입니다. 이 팜플렛은 직접 활동으로 인한 환경 / 지하수 오염을 예방하기위한 팁을 제공합니다.

주거용 자동차 수리, 세차, 조경, 페인팅, 압력 세척을 통해 계절에 따라 관개 일정을 적절하게 설정하더라도 지역 수질에 큰 영향을 줄 수 있습니다.

이 브로셔의 쉬운 팁을 따라 수질 오염을 예방하십시오.

추가 정보 전화

(831) 884-1212, 또는 방문

www.ci.marina.ca.us

Stormwater Management Program

TIPS FOR PET CARE

Pets add to our lives and bring added responsibilities. Pet waste if not properly disposed of can pollute the environment and lead to fines. The City of Marina is committed to improving and protecting the environment and local groundwater quality. Please follow the useful tips outlined herein to help prevent pollution caused by small items left behind.

Pet Tips

- ✓ Always pick up after your pets! Bag it and dispose of in a waste container.
- ✓ Bathe pets on the lawn or indoors. Use organic based soaps or shampoos.
- ⊘ Never let any pet care products or wash water run off your yard into the street, gutter or storm drain.
- ✓ Use topical or oral flea control products, since they are more effective than flea sprays and shampoos. Consider the various organic and herbal remedies on the market that control fleas and ticks². Check with your Veterinarian first to make sure the product is safe for your pet.
- ✓ Consider pet spaying / neutering.

The City of Marina's Stormwater Program is a collaborative effort between the community and the City.

More info - (831) 884-1212

www.ci.marina.ca.us

EDUCATIONAL BROCHURES

Additional Reqt's

NEW DRAFT SMALL MS4 PERMIT

- Simply Starting Over
- Many Work Plans to Develop, Submit & Updates To Do
  - Updated / New Guidance Document
  - Update Legal Authority / Enf. Response Plan / IDDE / Etc
  - Develop PEPO Work Plan / Strategy
  - Update Existing Maps / Guidelines / Etc.
  - Review and Update Legal Authority / Ordinance
  - Review and Update PCR Requirements as Necessary
- Additional Layers of Reporting to Comply With
- Many 1 x and Many New Continuous Requirements

Recommendations

WORK PLAN 2024-2025

- Continue All Permit Requirements
- **Begin Move Towards Reduced Permits**
  - 1st - Construction General Permit – NONA Clause
  - 2nd - Industrial General Permit – NONA Clause
  - 3rd - MS4 Permit – NONA Clause Removed
  - Key Factors:
    - PERC / Pond Study Results – No Discharges
    - Sackett v. EPA Definition of Waters of the U.S.
  - **If NONA Approved:**
    - Continue to Implement Program without documentation, tracking and reporting

Much Appreciated

THE TEAM THANKS YOU

- City Leaders
- Agency Personnel,
- Save the Whales
- Environmental Compliance Specialist, LLC

Accounts Payable by G/L Distribution Report

Payment Date Range 10/04/24 - 10/04/24

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	GC00127226	MMC WebUpdate	Paid by Check # 105430		09/21/2024	09/24/2024	09/24/2024		10/04/2024	830.00
Account **6300.010 - Prof Svc Admin - Muni Code** Totals								Invoice Transactions	1	$830.00
Account **6300.305 - Prof Svc HR - Citywide Recruit/Background**										
11869 - Agile Occupational Medicine PC	EM028023	Agile Occupational Medicine - Pre Emp Px	Paid by EFT # 5196		09/10/2024	09/27/2024	09/27/2024		10/04/2024	265.00
Account **6300.305 - Prof Svc HR - Citywide Recruit/Background** Totals								Invoice Transactions	1	$265.00
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0255567-IN	City Fuel Enthanol	Paid by Check # 105445		09/24/2024	09/30/2024	09/30/2024		10/04/2024	125.98
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions	1	$125.98
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	3	$1,220.98
Division **000 - Non-Div** Totals								Invoice Transactions	3	$1,220.98
Department **120 - City Mgr/HR/Risk** Totals								Invoice Transactions	3	$1,220.98
Department **125 - I. T.**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.331 - Prof Svc IT - Website Svc**										
10143 - Civicplus	318165	Quarterly Website Hosting and Support	Paid by EFT # 5202		10/01/2024	09/30/2024	09/30/2024		10/04/2024	4,128.14
Account **6300.331 - Prof Svc IT - Website Svc** Totals								Invoice Transactions	1	$4,128.14
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$4,128.14
Division **000 - Non-Div** Totals								Invoice Transactions	1	$4,128.14
Department **125 - I. T.** Totals								Invoice Transactions	1	$4,128.14
Department **130 - Finance**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.216 - Prof Svc Fin - Accounting Services**										
12101 - Foster & Foster Consulting Actuaries, Inc.	33059	Preparation of the June 30, 2024 GASBS 68 report for CALPERS	Paid by Check # 105437		09/24/2024	10/02/2024	10/02/2024		10/04/2024	2,100.00
Account **6300.216 - Prof Svc Fin - Accounting Services** Totals								Invoice Transactions	1	$2,100.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$2,100.00
Division **000 - Non-Div** Totals								Invoice Transactions	1	$2,100.00
Department **130 - Finance** Totals								Invoice Transactions	1	$2,100.00

Accounts Payable by G/L Distribution Report

Payment Date Range 10/04/24 - 10/04/24

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 **6150.500 - Medical Vision**										
10607 - Vision Service Plan	10-.01-24	VSP Adjustment (10/01/2024)	Paid by Check # 105472		10/01/2024	10/01/2024	10/01/2024		10/04/2024	93.16
10607 - Vision Service Plan	10-01-.24	VSP Adjustment (10/2024 COBRA)	Paid by Check # 105472		10/01/2024	10/01/2024	10/01/2024		10/04/2024	68.43
				Account **6150.500 - Medical Vision** Totals			Invoice Transactions	2		$161.59
Account **6300.570 - Prof Svc Other**										
10588 - United Site Services	INV-4826971	2830 5th Ave Equestrian Center	Paid by Check # 105464		09/30/2024	10/01/2024	10/01/2024		10/04/2024	789.82
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	1		$789.82
Account **6380.150 - Utilities Comm Phone System**										
10374 - Maynard Group Inc.	301606	Phone Line Swap in CDD	Paid by EFT # 5210		09/26/2024	09/24/2024	09/24/2024		10/04/2024	240.00
10758 - AT & T CALNET3	000022349296	CALNET3-9391023471 (582-0100)	Paid by Check # 105423		09/27/2024	10/02/2024	10/02/2024		10/04/2024	63.32
10758 - AT & T CALNET3	000022349230	CALNET3-9391023477 (582-9803)	Paid by Check # 105423		09/27/2024	10/02/2024	10/02/2024		10/04/2024	30.42
				Account **6380.150 - Utilities Comm Phone System** Totals			Invoice Transactions	3		$333.74
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	Sept 2024 172-2	PG&E - 5618207172-2	Paid by Check # 105453		09/18/2024	10/02/2024	10/02/2024		10/04/2024	825.50
10463 - Pacific Gas & Electric	Sept 2024 795-7	PG&E - 4467294795-7	Paid by Check # 105453		09/19/2024	10/02/2024	10/02/2024		10/04/2024	559.07
				Account **6380.300 - Utilities Gas & Electric** Totals			Invoice Transactions	2		$1,384.57
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	Sept 2024 56 017	208-A Palm Ave	Paid by Check # 105440		09/12/2024	09/30/2024	09/30/2024		10/04/2024	95.64
				Account **6380.500 - Utilities Water & Sewer** Totals			Invoice Transactions	1		$95.64
Account **6400.565 - Material & Suppl Office Supplies**										
10540 - Sierra Springs & Alhambra	7266038 092724	Water Cooler Rentals and Replacement Water	Paid by Check # 105460		09/27/2024	09/30/2024	09/30/2024		10/04/2024	139.39
				Account **6400.565 - Material & Suppl Office Supplies** Totals			Invoice Transactions	1		$139.39
Account **6400.635 - Material & Suppl Postage Shipping**										
10235 - FedEx	8-627-20475	Shipping Charges - BMR Housing & Overnight Check to Shartsis	Paid by Check # 105435		09/20/2024	09/24/2024	09/24/2024		10/04/2024	86.91
10235 - FedEx	8-633-32632	Shipping Charges - BMR Housing Program	Paid by Check # 105435		09/27/2024	09/30/2024	09/30/2024		10/04/2024	181.48
				Account **6400.635 - Material & Suppl Postage Shipping** Totals			Invoice Transactions	2		$268.39

Accounts Payable by G/L Distribution Report

Payment Date Range 10/04/24 - 10/04/24

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	828994	Remote Alarm Code Entry - Rene Ortega	Paid by EFT # 5205		06/20/2024	09/24/2024	09/24/2024		10/04/2024	35.00
10239 - First Alarm	828993	Remote Alarm Code Entry - Rene Ortega	Paid by EFT # 5205		06/20/2024	09/24/2024	09/24/2024		10/04/2024	35.00
10239 - First Alarm	841149	Alarm Monitoring - Council Chambers Oct-Dec 2024	Paid by EFT # 5205		09/15/2024	09/30/2024	09/30/2024		10/04/2024	133.08
10239 - First Alarm	841150	Alarm Monitoring - 209 Cypress - Oct-Dec 2024	Paid by EFT # 5205		09/15/2024	09/30/2024	09/30/2024		10/04/2024	148.23
10239 - First Alarm	841205	Alarm Monitoring - 304 Hillcrest Ave - Oct-Dec 2024	Paid by EFT # 5205		09/15/2024	09/30/2024	09/30/2024		10/04/2024	722.07
10239 - First Alarm	844844	Alarm Monitoring - 209 Cypress Ave Fire - Oct-Dec 2024	Paid by EFT # 5205		09/15/2024	09/30/2024	09/30/2024		10/04/2024	222.15
				Account **6600.010 - Other Charges Alarm** Totals				Invoice Transactions	6	$1,295.53
Account **6600.090 - Other Charges Claims, Judgments, Damages**										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	Sept 2024 090-1	MBASIA - Claim for Payment Q4 2023-2024	Paid by Check # 105442		09/26/2024	09/26/2024	09/26/2024		10/04/2024	1,626.70
				Account **6600.090 - Other Charges Claims, Judgments, Damages** Totals				Invoice Transactions	1	$1,626.70
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	19	$6,095.37
				Division **000 - Non-Div** Totals				Invoice Transactions	19	$6,095.37
				Department **190 - Citywide Non-Dept** Totals				Invoice Transactions	19	$6,095.37
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10143 - Civicplus	318208	Emergency Mass Notification	Paid by EFT # 5202		10/01/2024	10/01/2024	10/01/2024		10/04/2024	6,826.23
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	1	$6,826.23
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228812	Janitorial Service - Police/Fire/Airport August 2024	Paid by EFT # 5200		08/27/2024	09/27/2024	09/27/2024		10/04/2024	1,308.34
10080 - Branch's Janitorial	228825	Janitorial Service - Police/Fire/Airport September 2024	Paid by EFT # 5200		09/27/2024	09/27/2024	09/27/2024		10/04/2024	1,308.34
				Account **6360.360 - Maint & Repairs Janitorial** Totals				Invoice Transactions	2	$2,616.68

Accounts Payable by G/L Distribution Report

Payment Date Range 10/04/24 - 10/04/24

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 **6360.570 - Maint & Repairs Other Svc Agr**										
10493 - Pure H2O	23166	Water Cooler Service Police & Fire 10/01/24	Paid by Check # 105454		10/01/2024	10/02/2024	10/02/2024		10/04/2024	88.55
10905 - Taygeta Scientific, Inc.	001200	SentinelOne End Point Detection July - September 2024	Paid by Check # 105463		10/01/2024	10/01/2024	10/01/2024		10/04/2024	1,113.75
10627 - Zoom Imaging Solutions	IN4393973	Meter Read	Paid by Check # 105469		09/20/2024	09/30/2024	09/30/2024		10/04/2024	111.88
				Account **6360.570 - Maint & Repairs Other Svc Agr** Totals				Invoice Transactions	3	$1,314.18
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	9974137448	Department Cell Phones 272493672-0001	Paid by EFT # 5214		09/18/2024	09/30/2024	09/30/2024		10/04/2024	1,686.24
				Account **6380.120 - Utilities Comm Mobile & Pager** Totals				Invoice Transactions	1	$1,686.24
Account **6380.150 - Utilities Comm Phone System**										
10053 - AT & T	Sept 2024 7 001	Account Number 0519354017001	Paid by Check # 105422		09/21/2024	09/26/2024	09/26/2024		10/04/2024	48.40
10758 - AT & T CALNET3	000022307473	Acct # 9391023478	Paid by Check # 105423		09/15/2024	09/26/2024	09/26/2024		10/04/2024	59.29
10057 - Avaya, Inc.	22218938	Service Agreement	Paid by EFT # 5199		09/28/2024	09/30/2024	09/30/2024		10/04/2024	10.30
10374 - Maynard Group Inc.	IN2050240	Utilities - Phone / Police Account # AC3746	Paid by EFT # 5210		10/01/2024	10/01/2024	10/01/2024		10/04/2024	670.21
				Account **6380.150 - Utilities Comm Phone System** Totals				Invoice Transactions	4	$788.20
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0255567-IN	City Fuel Enthanol	Paid by Check # 105445		09/24/2024	09/30/2024	09/30/2024		10/04/2024	4,787.06
				Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals				Invoice Transactions	1	$4,787.06
Account **6400.565 - Material & Suppl Office Supplies**										
10498 - Quill Corporation	40598107	Office Supplies	Paid by Check # 105455		09/16/2024	09/26/2024	09/26/2024		10/04/2024	85.19
10498 - Quill Corporation	40550442	Office Supplies	Paid by Check # 105455		09/12/2024	09/26/2024	09/26/2024		10/04/2024	746.08
				Account **6400.565 - Material & Suppl Office Supplies** Totals				Invoice Transactions	2	$831.27
Account **6400.720 - Material & Suppl Safety Equip**										
10727 - Ace Hardware-Public Safety	089528	Supplies	Paid by Check # 105418		09/27/2024	09/30/2024	09/30/2024		10/04/2024	21.84
				Account **6400.720 - Material & Suppl Safety Equip** Totals				Invoice Transactions	1	$21.84

Accounts Payable by G/L Distribution Report

Payment Date Range 10/04/24 - 10/04/24

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 **6400.800 - Material & Suppl Uniform**										
10541 - Sign Works - SC Works	14116	Graphic Design, Badges, Patches	Paid by Check # 105461		01/09/2023	10/01/2024	10/01/2024		10/04/2024	499.82
			Account **6400.800 - Material & Suppl Uniform** Totals				Invoice Transactions	1		$499.82
Account **6500.620 - Training & Travel POST**										
10646 - Cox, Richard - Reimbursements Only	10-02-23	COX CPOA Training	Paid by EFT # 5203		09/27/2024	09/27/2024	09/27/2024		10/04/2024	128.00
11768 - Ivan Santana	10-07-24	Santana ICI Homicide Course Per Diem	Paid by EFT # 5206		09/30/2024	09/30/2024	09/30/2024		10/04/2024	350.00
11408 - Johnson, Christopher	10-09-24	Johnson SLI Session Per Diem	Paid by EFT # 5207		10/01/2024	10/01/2024	10/01/2024		10/04/2024	161.00
11587 - Peliova, Carolyn	10-08-24	Peliova Field Training Program Per Diem	Paid by EFT # 5212		09/30/2024	09/30/2024	09/30/2024		10/04/2024	174.00
			Account **6500.620 - Training & Travel POST** Totals				Invoice Transactions	4		$813.00
Account **6600.455 - Other Charges Leased Parking**										
12070 - Open Road Investors, LLC	10-02-24	Parking Rental Fees	Paid by Check # 105452		10/02/2024	10/02/2024	10/02/2024		10/04/2024	1,600.00
			Account **6600.455 - Other Charges Leased Parking** Totals				Invoice Transactions	1		$1,600.00
Account **6600.465 - Other Charges Live Scan**										
10193 - California Department of Justice	758655	Livescans	Paid by Check # 105426		09/06/2024	09/26/2024	09/26/2024		10/04/2024	292.00
			Account **6600.465 - Other Charges Live Scan** Totals				Invoice Transactions	1		$292.00
Account **6600.485 - Other Charges Medical Svc - Investigations**										
10008 - Monterey County Department of Health - EHB	MRN-PD 24-8	Bates Interview: Case Number MARPD 24-1548	Paid by Check # 105444		09/25/2024	10/01/2024	10/01/2024		10/04/2024	52.00
10445 - Natividad Medical Center	09-06-24	8-24-24 Blood Alcohol: Angelica M. Aguilar Valencia	Paid by Check # 105451		09/06/2024	10/01/2024	10/01/2024		10/04/2024	31.00
10602 - VCA All Pets Animal Hospital Salinas	5644695908	Acct # 20691 Patient #80709	Paid by Check # 105465		09/20/2024	09/26/2024	09/26/2024		10/04/2024	659.24
			Account **6600.485 - Other Charges Medical Svc - Investigations** Totals				Invoice Transactions	3		$742.24
Account **6600.490 - Other Charges Membership Prof Orgs**										
10095 - California Police Chiefs Association	8274	Prof. Org. Membership -Steve Russo	Paid by Check # 105427		08/27/2024	10/01/2024	10/01/2024		10/04/2024	155.00
11351 - Legal Notification Services, Inc.	1476	Other Service Agreement	Paid by Check # 105439		09/25/2024	09/26/2024	09/26/2024		10/04/2024	1,904.10
			Account **6600.490 - Other Charges Membership Prof Orgs** Totals				Invoice Transactions	2		$2,059.10

Accounts Payable by G/L Distribution Report

Payment Date Range 10/04/24 - 10/04/24

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 **6600.780 - Other Charges Transcription Svc**										
10544 - SpeakWrite	d4f37d4c	Transcription Service; Online Reporting	Paid by Check # 105462		10/01/2024	10/01/2024	10/01/2024		10/04/2024	2,013.06
Account **6600.780 - Other Charges Transcription Svc** Totals								Invoice Transactions 1		$2,013.06
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 28		$26,890.92
Division **000 - Non-Div** Totals								Invoice Transactions 28		$26,890.92
Department **210 - Police** Totals								Invoice Transactions 28		$26,890.92
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	119399A	Building Permit - Plan review and Insp for Laughlin Apts	Paid by Check # 105428		09/18/2024	09/30/2024	09/30/2024		10/04/2024	215.00
Account **6300.570 - Prof Svc Other** Totals								Invoice Transactions 1		$215.00
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228812	Janitorial Service - Police/Fire/Airport August 2024	Paid by EFT # 5200		08/27/2024	09/27/2024	09/27/2024		10/04/2024	516.66
10080 - Branch's Janitorial	228825	Janitorial Service - Police/Fire/Airport September 2024	Paid by EFT # 5200		09/27/2024	09/27/2024	09/27/2024		10/04/2024	516.66
Account **6360.360 - Maint & Repairs Janitorial** Totals								Invoice Transactions 2		$1,033.32
Account **6360.570 - Maint & Repairs Other Svc Agr**										
10129 - Cintas Corporation	4206591543	Shop towels	Paid by Check # 105429		09/27/2024	09/30/2024	09/30/2024		10/04/2024	138.05
10239 - First Alarm	841529	Monitoring services at station 2 - 10/01/24 to 12/31/24	Paid by EFT # 5205		09/15/2024	10/02/2024	10/02/2024		10/04/2024	140.94
10493 - Pure H2O	23166	Water Cooler Service Police & Fire 10/01/24	Paid by Check # 105454		10/01/2024	10/02/2024	10/02/2024		10/04/2024	113.53
10623 - Xerox Financial Services	6297537	FD Monthly Copier Charges 09/17/24 - 10/16/24	Paid by Check # 105468		09/27/2024	09/27/2024	09/27/2024		10/04/2024	239.26
Account **6360.570 - Maint & Repairs Other Svc Agr** Totals								Invoice Transactions 4		$631.78
Account **6360.850 - Maint & Repairs Vehicle**										
10780 - Allstar Fire Equipment Inc.	259115	7 Gallons of Class A/B Foam	Paid by EFT # 5198		09/26/2024	10/02/2024	10/02/2024		10/04/2024	1,567.42

Accounts Payable by G/L Distribution Report

Payment Date Range 10/04/24 - 10/04/24

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**										
10780 - Allstar Fire Equipment Inc.	259112	Rubber covered Supply Hose, 5"x50', Yellow Stencil.	Paid by EFT # 5198		09/26/2024	10/02/2024	10/02/2024		10/04/2024	6,637.17
Account **6360.850 - Maint & Repairs Vehicle** Totals								Invoice Transactions	2	$8,204.59
Account **6400.100 - Material & Suppl CSA 74 Funded**										
10077 - Bound Tree Medical	85490208	Battery Charger for LUCAS 2	Paid by Check # 105425		09/17/2024	09/30/2024	09/30/2024		10/04/2024	1,999.26
Account **6400.100 - Material & Suppl CSA 74 Funded** Totals								Invoice Transactions	1	$1,999.26
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0255567-IN	City Fuel Enthanol	Paid by Check # 105445		09/24/2024	09/30/2024	09/30/2024		10/04/2024	377.93
10416 - Monterey County Petroleum-Sturdy Oil Co.	0256631-IN	City Fuel Diesel	Paid by Check # 105445		09/18/2024	09/30/2024	09/30/2024		10/04/2024	1,857.31
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions	2	$2,235.24
Account **6400.739 - Material & Suppl Special Dept Exp-Fire Prevent**										
10795 - Alert-All Corporation	224090689	Custom Marina Fire Stick on Badge, 2500 total	Paid by EFT # 5197		09/25/2024	10/02/2024	10/02/2024		10/04/2024	437.00
Account **6400.739 - Material & Suppl Special Dept Exp-Fire Prevent** Totals								Invoice Transactions	1	$437.00
Account **6400.795 - Material & Suppl Turnout Equip-Structure Fires**										
10323 - L.N. Curtis & Sons	INV850177	Turnouts for K. Gibson & J. Abraham	Paid by EFT # 5209		07/31/2024	09/23/2024	09/23/2024		10/04/2024	10,588.51
Account **6400.795 - Material & Suppl Turnout Equip-Structure Fires** Totals								Invoice Transactions	1	$10,588.51
Account **6600.455 - Other Charges Leased Parking**										
12070 - Open Road Investors, LLC	10-02-24	Parking Rental Fees	Paid by Check # 105452		10/02/2024	10/02/2024	10/02/2024		10/04/2024	400.00
Account **6600.455 - Other Charges Leased Parking** Totals								Invoice Transactions	1	$400.00
Account **6700.130 - Capital Outlay Vehicles**										
10967 - Monterey Signs, Inc.	25389	Die-Cut Vinyl lettering for unit 5402	Paid by EFT # 5211		09/26/2024	09/30/2024	09/30/2024		10/04/2024	261.56
Account **6700.130 - Capital Outlay Vehicles** Totals								Invoice Transactions	1	$261.56
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	16	$26,006.26
Division **000 - Non-Div** Totals								Invoice Transactions	16	$26,006.26
Department **250 - Fire** Totals								Invoice Transactions	16	$26,006.26

Accounts Payable by G/L Distribution Report

Payment Date Range 10/04/24 - 10/04/24

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**										
10728 - Ace Hardware-Public Works	089498	City Hall	Paid by Check # 105419		09/25/2024	10/01/2024	10/01/2024		10/04/2024	4.59
10728 - Ace Hardware-Public Works	089486	Facilities	Paid by Check # 105419		09/24/2024	10/01/2024	10/01/2024		10/04/2024	13.09
10728 - Ace Hardware-Public Works	089470	Community Center	Paid by Check # 105419		09/23/2024	10/01/2024	10/01/2024		10/04/2024	68.75
10728 - Ace Hardware-Public Works	089501	VD Women's Restroom	Paid by Check # 105419		09/25/2024	10/01/2024	10/01/2024		10/04/2024	5.45
10728 - Ace Hardware-Public Works	089466	Community Center	Paid by Check # 105419		09/20/2024	10/01/2024	10/01/2024		10/04/2024	102.66
10728 - Ace Hardware-Public Works	089464	Community Center	Paid by Check # 105419		09/20/2024	10/01/2024	10/01/2024		10/04/2024	12.82
10728 - Ace Hardware-Public Works	089434	Public Safety Building	Paid by Check # 105419		09/18/2024	10/01/2024	10/01/2024		10/04/2024	28.38
10728 - Ace Hardware-Public Works	089435	Community Center	Paid by Check # 105419		09/18/2024	10/01/2024	10/01/2024		10/04/2024	80.78
10728 - Ace Hardware-Public Works	089421	Community Center	Paid by Check # 105419		09/17/2024	10/01/2024	10/01/2024		10/04/2024	22.44
10728 - Ace Hardware-Public Works	089483	VD Park Path Repair	Paid by Check # 105419		09/24/2024	10/01/2024	10/01/2024		10/04/2024	81.87
10728 - Ace Hardware-Public Works	089509	Cleaner for Tools	Paid by Check # 105419		09/26/2024	10/01/2024	10/01/2024		10/04/2024	36.02
10080 - Branch's Janitorial	228824	Custodial Services for September 2024	Paid by EFT # 5200		09/27/2024	09/30/2024	09/30/2024		10/04/2024	2,886.35
10181 - Dave's Repair Service	37568	April-August Reports	Paid by Check # 105432		09/25/2024	09/30/2024	09/30/2024		10/04/2024	135.00
10237 - Ferguson Enterprise , Inc. # 1423	5436047	Community Center	Paid by Check # 105436		09/23/2024	09/30/2024	09/30/2024		10/04/2024	332.48
10237 - Ferguson Enterprise , Inc. # 1423	5432447	Supplies	Paid by Check # 105436		09/20/2024	10/01/2024	10/01/2024		10/04/2024	622.55
10239 - First Alarm	844845	2660 5th Ave Corp Yard	Paid by EFT # 5205		09/15/2024	09/30/2024	09/30/2024		10/04/2024	376.56
10275 - Home Depot Credit Service	Sept 2024 5 9813	Home Depot (6035 3225 0395 9813)	Paid by Check # 105438		09/13/2024	09/30/2024	09/30/2024		10/04/2024	243.40
10035 - Ruth Maria Milla-Leon/Andersen's Lock & Safe, Inc.	1791920243	3200 Del Monte Ave	Paid by EFT # 5213		09/27/2024	09/22/2024	09/22/2024		10/04/2024	223.65
10538 - Sherwin-Williams	3687-2	Locke Paddon Park	Paid by Check # 105458		09/26/2024	10/01/2024	10/01/2024		10/04/2024	364.85
			Account **6360.065 - Maint & Repairs Bdg NonFlagship** Totals					Invoice Transactions	19	$5,641.69

Accounts Payable by G/L Distribution Report

Payment Date Range 10/04/24 - 10/04/24

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 **6360.075 - Maint & Repairs Bdg Teen Center**										
10275 - Home Depot Credit Service	Sept 2024 5 9813	Home Depot (6035 3225 0395 9813)	Paid by Check # 105438		09/13/2024	09/30/2024	09/30/2024		10/04/2024	2,726.86
Account **6360.075 - Maint & Repairs Bdg Teen Center** Totals								Invoice Transactions	1	$2,726.86
Account **6360.440 - Maint & Repairs Landscape General**										
10368 - Martin's Irrigation Supply	663080	Rubber Repair Kit	Paid by Check # 105441		09/18/2024	10/01/2024	10/01/2024		10/04/2024	43.70
Account **6360.440 - Maint & Repairs Landscape General** Totals								Invoice Transactions	1	$43.70
Account **6400.155 - Material & Suppl Dump Fees**										
10427 - Monterey Regional Waste Management District	4164236	Perc Ponds	Paid by Check # 105447		09/19/2024	10/01/2024	10/01/2024		10/04/2024	67.76
10427 - Monterey Regional Waste Management District	4164651	Perc Ponds	Paid by Check # 105447		09/19/2024	10/01/2024	10/01/2024		10/04/2024	56.21
10427 - Monterey Regional Waste Management District	4164515	Perc ponds	Paid by Check # 105447		09/19/2024	10/01/2024	10/01/2024		10/04/2024	84.70
Account **6400.155 - Material & Suppl Dump Fees** Totals								Invoice Transactions	3	$208.67
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0255567-IN	City Fuel Enthanol	Paid by Check # 105445		09/24/2024	09/30/2024	09/30/2024		10/04/2024	188.95
10416 - Monterey County Petroleum-Sturdy Oil Co.	0256631-IN	City Fuel Diesel	Paid by Check # 105445		09/18/2024	09/30/2024	09/30/2024		10/04/2024	914.79
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions	2	$1,103.74
Account **6400.800 - Material & Suppl Uniform**										
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110552575	PW Uniforms	Paid by Check # 105466		09/27/2024	09/30/2024	09/30/2024		10/04/2024	189.90
Account **6400.800 - Material & Suppl Uniform** Totals								Invoice Transactions	1	$189.90
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	27	$9,914.56
Division **311 - Buildings & Grounds** Totals								Invoice Transactions	27	$9,914.56
Division **313 - Vehicle Maint**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.690 - Maint & Repairs Supplies**										
10728 - Ace Hardware-Public Works	089497	PW Equipment	Paid by Check # 105419		09/25/2024	10/01/2024	10/01/2024		10/04/2024	6.10
12098 - DETROIT INDUSTRIAL TOOL, INC./MARED INDUSTRIES INC	601280	Diamond Blades	Paid by Check # 105434		09/17/2024	09/22/2024	09/22/2024		10/04/2024	435.96
10428 - Monterey Tire Service	1-120451	Parks	Paid by Check # 105448		09/23/2024	10/01/2024	10/01/2024		10/04/2024	864.62
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-084809	PD	Paid by Check # 105449		09/25/2024	10/01/2024	10/01/2024		10/04/2024	833.44

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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 **310 - Public Works**										
Division **313 - Vehicle Maint**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.690 - Maint & Repairs Supplies**										
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-083522	PW	Paid by Check # 105449		09/19/2024	10/01/2024	10/01/2024		10/04/2024	304.72
10403 - NAPA Auto Parts - former Monterey Auto Supply	085316	FD	Paid by Check # 105449		09/27/2024	10/01/2024	10/01/2024		10/04/2024	232.93
10403 - NAPA Auto Parts - former Monterey Auto Supply	082858	PD	Paid by Check # 105449		09/16/2024	10/01/2024	10/01/2024		10/04/2024	375.69
10403 - NAPA Auto Parts - former Monterey Auto Supply	084843	Parks	Paid by Check # 105449		09/25/2024	10/01/2024	10/01/2024		10/04/2024	8.07
			Account **6360.690 - Maint & Repairs Supplies** Totals					Invoice Transactions	8	$3,061.53
Account **6360.850 - Maint & Repairs Vehicle**										
10527 - Safety-Kleen Corp.	95250695	2660 5th Ave Corp Yard	Paid by Check # 105456		09/07/2024	09/22/2024	09/22/2024		10/04/2024	277.34
10528 - Salinas Valley Ford	52744	PD	Paid by Check # 105457		08/20/2024	10/01/2024	10/01/2024		10/04/2024	87.07
			Account **6360.850 - Maint & Repairs Vehicle** Totals					Invoice Transactions	2	$364.41
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	10	$3,425.94
			Division **313 - Vehicle Maint** Totals					Invoice Transactions	10	$3,425.94
			Department **310 - Public Works** Totals					Invoice Transactions	37	$13,340.50
Department **410 - Planning**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0255567-IN	City Fuel Enthanol	Paid by Check # 105445		09/24/2024	09/30/2024	09/30/2024		10/04/2024	125.98
			Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals					Invoice Transactions	1	$125.98
Account **6400.352 - Material & Suppl IT - Software (non-capitalize)**										
10046 - ARC (Former San Jose Blue)	12600336	Plotter Lease September 2024	Paid by Check # 105421		09/20/2024	09/30/2024	09/30/2024		10/04/2024	355.15
			Account **6400.352 - Material & Suppl IT - Software (non-capitalize)** Totals					Invoice Transactions	1	$355.15
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	2	$481.13
			Division **000 - Non-Div** Totals					Invoice Transactions	2	$481.13
			Department **410 - Planning** Totals					Invoice Transactions	2	$481.13
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	57906	Sea Haven Inspections Phase 4	Paid by EFT # 5204		09/12/2024	09/30/2024	09/30/2024		10/04/2024	10,260.00

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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 **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	57905	Sea Haven Inspection Phase 3B	Paid by EFT # 5204		09/12/2024	09/27/2024	09/27/2024		10/04/2024	9,405.00
Account **6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check** Totals							Invoice Transactions	2		$19,665.00
Account **6300.180 - Prof Svc Eng Svc- Rev Funded Inspection**										
10171 - CSG Consultants	57884	Permits/Development	Paid by EFT # 5204		09/12/2024	09/27/2024	09/27/2024		10/04/2024	15,228.00
10171 - CSG Consultants	57888	PWD Services	Paid by EFT # 5204		09/12/2024	09/27/2024	09/27/2024		10/04/2024	33,048.00
10171 - CSG Consultants	57908	Sea Haven Phase 5A Inspection	Paid by EFT # 5204		09/12/2024	09/27/2024	09/27/2024		10/04/2024	513.00
Account **6300.180 - Prof Svc Eng Svc- Rev Funded Inspection** Totals							Invoice Transactions	3		$48,789.00
Account **6330.200 - Fee Agr Costs - Engineering**										
10171 - CSG Consultants	11412	Dunes Phase 1B Promenade	Paid by EFT # 5204		09/12/2024	09/27/2024	09/27/2024		10/04/2024	11,412.00
10171 - CSG Consultants	57896	Dunes Phase 3 North	Paid by EFT # 5204		09/12/2024	09/30/2024	09/30/2024		10/04/2024	24,197.00
10171 - CSG Consultants	57910	USA Properties BMR Site 2	Paid by EFT # 5204		09/12/2024	09/22/2024	09/22/2024		10/04/2024	855.00
10171 - CSG Consultants	57911	Via Del Mar Subdivision (3220 Abdy Way)	Paid by EFT # 5204		09/12/2024	09/22/2024	09/22/2024		10/04/2024	2,394.00
10171 - CSG Consultants	57890	Dunes Hilltop Park Inspections	Paid by EFT # 5204		09/12/2024	09/22/2024	09/22/2024		10/04/2024	2,679.00
10171 - CSG Consultants	57891	Dunes Op Site 1A	Paid by EFT # 5204		09/12/2024	09/22/2024	09/22/2024		10/04/2024	456.00
10171 - CSG Consultants	57893	Dunes Phase 2 West	Paid by EFT # 5204		09/12/2024	09/22/2024	09/22/2024		10/04/2024	2,736.00
10171 - CSG Consultants	57894	Dunes Phase 2 East Inspections	Paid by EFT # 5204		09/12/2024	09/22/2024	09/22/2024		10/04/2024	2,109.00
10171 - CSG Consultants	57895	Dunes Phase 2 West Inspections	Paid by EFT # 5204		09/12/2024	09/27/2024	09/27/2024		10/04/2024	4,602.00
10171 - CSG Consultants	57898	Promenade/Phase 1B (Mislabeled as 3 South)	Paid by EFT # 5204		09/12/2024	09/27/2024	09/27/2024		10/04/2024	197.00
10171 - CSG Consultants	57899	Dunes Promenade 1B Inspections	Paid by EFT # 5204		09/12/2024	09/27/2024	09/27/2024		10/04/2024	855.00
10189 - Denise Duffy & Associates	9386	Hilltop Park	Paid by Check # 105433		08/25/2024	09/30/2024	09/30/2024		10/04/2024	6,806.80
Account **6330.200 - Fee Agr Costs - Engineering** Totals							Invoice Transactions	12		$59,298.80

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **420 - Engineering**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6500.700 - Training & Travel Training & Travel**										
11918 - Michaelle Mowery	09-27-24	Reimbursement for Training	Paid by Check # 105443		09/27/2024	09/22/2024	09/22/2024		10/04/2024	161.00
Account **6500.700 - Training & Travel Training & Travel** Totals								Invoice Transactions 1		$161.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 18		$127,913.80
Division **000 - Non-Div** Totals								Invoice Transactions 18		$127,913.80
Department **420 - Engineering** Totals								Invoice Transactions 18		$127,913.80
Department **430 - Building Inspection**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.070 - Prof Svc Building Plan Check & Inspection**										
11138 - Bureau Veritas North America, Inc.	RI 24041666	B24-0005810 741 Neeson Rd Bldg 527	Paid by EFT # 5201		09/24/2024	10/02/2024	10/02/2024		10/04/2024	177.63
10171 - CSG Consultants	57907	Sea Haven Phase 4 Map/Plan Review	Paid by EFT # 5204		09/12/2024	09/27/2024	09/27/2024		10/04/2024	912.00
Account **6300.070 - Prof Svc Building Plan Check & Inspection** Totals								Invoice Transactions 2		$1,089.63
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	9974215995	Verizon Wireless (972476364-00001)	Paid by EFT # 5214		09/18/2024	09/27/2024	09/27/2024		10/04/2024	141.62
Account **6380.120 - Utilities Comm Mobile & Pager** Totals								Invoice Transactions 1		$141.62
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 3		$1,231.25
Division **000 - Non-Div** Totals								Invoice Transactions 3		$1,231.25
Department **430 - Building Inspection** Totals								Invoice Transactions 3		$1,231.25
Department **440 - Economic Dev**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.170 - Prof Svc Econ Development -Banner**										
11910 - Sierra Installations Inc.	24098	City Banner Change out from Summer fall/winter	Paid by Check # 105459		09/04/2024	09/24/2024	09/24/2024		10/04/2024	2,700.00
Account **6300.170 - Prof Svc Econ Development -Banner** Totals								Invoice Transactions 1		$2,700.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 1		$2,700.00
Division **000 - Non-Div** Totals								Invoice Transactions 1		$2,700.00
Department **440 - Economic Dev** Totals								Invoice Transactions 1		$2,700.00

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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 **510 - Recreation & Culture**										
Division **100 - Admin**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0255567-IN	City Fuel Enthanol	Paid by Check # 105445		09/24/2024	09/30/2024	09/30/2024		10/04/2024	314.94
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals							Invoice Transactions	1		$314.94
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	1		$314.94
Division **100 - Admin** Totals							Invoice Transactions	1		$314.94
Department **510 - Recreation & Culture** Totals							Invoice Transactions	1		$314.94
Fund **100 - General Fund** Totals							Invoice Transactions	130		$212,423.29

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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 **220 - Gas Tax**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.780 - Maint & Repairs Traffic Signals**										
10159 - Consolidated Electrical Distributors, Inc	4914-1047118	Photocontrol	Paid by Check # 105431		08/27/2024	10/01/2024	10/01/2024		10/04/2024	295.24
10159 - Consolidated Electrical Distributors, Inc	4914-1047424	Photo Control	Paid by Check # 105431		09/04/2024	10/01/2024	10/01/2024		10/04/2024	660.92
10159 - Consolidated Electrical Distributors, Inc	4914-1047796	Fuseholder	Paid by Check # 105431		09/09/2024	10/01/2024	10/01/2024		10/04/2024	97.87
10159 - Consolidated Electrical Distributors, Inc	4914-1048189	Electronic Photo Control Button	Paid by Check # 105431		09/16/2024	10/01/2024	10/01/2024		10/04/2024	57.66
10159 - Consolidated Electrical Distributors, Inc	4914-1048266	Outlet and Receptacle Street Lights	Paid by Check # 105431		09/17/2024	10/01/2024	10/01/2024		10/04/2024	3.30
			Account **6360.780 - Maint & Repairs Traffic Signals** Totals					Invoice Transactions	5	$1,114.99
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	9974215995	Verizon Wireless (972476364-00001)	Paid by EFT # 5214		09/18/2024	09/27/2024	09/27/2024		10/04/2024	649.84
			Account **6380.120 - Utilities Comm Mobile & Pager** Totals					Invoice Transactions	1	$649.84
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	Sept 2024 362-9	PG&E - 5996678362-9	Paid by Check # 105453		09/18/2024	10/02/2024	10/02/2024		10/04/2024	173.10
			Account **6380.300 - Utilities Gas & Electric** Totals					Invoice Transactions	1	$173.10
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	Sept 2024 56021	Reservation Rd/by 290-308 Reservation	Paid by Check # 105440		09/12/2024	09/22/2024	09/22/2024		10/04/2024	65.06
10349 - Marina Coast Water District	Sept 2024 56022	Reser/Marina Auto Stereo/Irrigation	Paid by Check # 105440		09/12/2024	09/30/2024	09/30/2024		10/04/2024	65.06
			Account **6380.500 - Utilities Water & Sewer** Totals					Invoice Transactions	2	$130.12
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0255567-IN	City Fuel Enthanol	Paid by Check # 105445		09/24/2024	09/30/2024	09/30/2024		10/04/2024	188.96
			Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals					Invoice Transactions	1	$188.96
Account **6400.740 - Material & Suppl Special Dept Suppl**										
10540 - Sierra Springs & Alhambra	9696351 092124	Corp Yard	Paid by Check # 105460		09/21/2024	09/27/2024	09/27/2024		10/04/2024	234.80
			Account **6400.740 - Material & Suppl Special Dept Suppl** Totals					Invoice Transactions	1	$234.80
Account **6400.800 - Material & Suppl Uniform**										
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110552576	PW Shop Items	Paid by Check # 105466		09/27/2024	09/30/2024	09/30/2024		10/04/2024	73.51
			Account **6400.800 - Material & Suppl Uniform** Totals					Invoice Transactions	1	$73.51
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	12	$2,565.32
			Division **000 - Non-Div** Totals					Invoice Transactions	12	$2,565.32

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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 **220 - Gas Tax**										
							Department **000 - Non-Dept** Totals		Invoice Transactions 12	$2,565.32
							Fund **220 - Gas Tax** Totals		Invoice Transactions 12	$2,565.32

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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 **223 - FORA Dissolution**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
11884 - National Construction Rentals, Inc.	7567006	2nd Ave & 8th Street Fencing	Paid by Check # 105450		09/11/2024	09/22/2024	09/22/2024		10/04/2024	363.12
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	1		$363.12
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	1		$363.12
				Division **000 - Non-Div** Totals			Invoice Transactions	1		$363.12
				Department **000 - Non-Dept** Totals			Invoice Transactions	1		$363.12
				Fund **223 - FORA Dissolution** Totals			Invoice Transactions	1		$363.12

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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 **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	24091078	Marina Pavement Management Program	Paid by Check # 105424		09/20/2024	09/27/2024	09/27/2024		10/04/2024	4,578.00
11847 - BKF Engineers	24091077	Design Services Slurry Seal Street	Paid by Check # 105424		09/20/2024	09/27/2024	09/27/2024		10/04/2024	151.00
11847 - BKF Engineers	24080849	Marina Pavement Management Program	Paid by Check # 105424		08/22/2024	09/30/2024	09/30/2024		10/04/2024	3,827.50
11847 - BKF Engineers	24080852	Design Services Slurry Seal Street	Paid by Check # 105424		08/22/2024	09/30/2024	09/30/2024		10/04/2024	697.00
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions 4			$9,253.50
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions 4			$9,253.50
				Division **000 - Non-Div** Totals			Invoice Transactions 4			$9,253.50
				Department **000 - Non-Dept** Totals			Invoice Transactions 4			$9,253.50
				Fund **422 - Capital Projects - Measure X** Totals			Invoice Transactions 4			$9,253.50

Accounts Payable by G/L Distribution Report

Payment Date Range 10/04/24 - 10/04/24

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**										
10425 - Monterey Peninsula Engineering	24-07-22	Equestrian Center Upgrade RV Utilities	Paid by Check # 105446		08/20/2024	09/27/2024	09/27/2024		10/04/2024	22,710.26
10171 - CSG Consultants	57912	Carmel Ave Drainage Improvements	Paid by EFT # 5204		09/12/2024	09/22/2024	09/22/2024		10/04/2024	130.00
10171 - CSG Consultants	57913	Marina Dr Drainage Improvements	Paid by EFT # 5204		09/12/2024	09/22/2024	09/22/2024		10/04/2024	2,830.00
10425 - Monterey Peninsula Engineering	24-07-23 RET	Equestrian Center Upgrade RV Utilities	Paid by Check # 105446		09/12/2024	09/27/2024	09/27/2024		10/04/2024	1,195.28
11489 - Wallace Group, Inc.	63252	Sea Haven City Park	Paid by Check # 105467		09/23/2024	09/27/2024	09/27/2024		10/04/2024	557.94
11489 - Wallace Group, Inc.	63185	Salinas Ave Widening	Paid by Check # 105467		09/23/2024	09/27/2024	09/27/2024		10/04/2024	4,916.25
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions 6			$32,339.73
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions 6			$32,339.73
				Division **000 - Non-Div** Totals			Invoice Transactions 6			$32,339.73
				Department **000 - Non-Dept** Totals			Invoice Transactions 6			$32,339.73
				Fund **462 - City Capital Projects** Totals			Invoice Transactions 6			$32,339.73

Accounts Payable by G/L Distribution Report

Payment Date Range 10/04/24 - 10/04/24

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 **6360.050 - Maint & Repairs Building**										
10239 - First Alarm	828963	721 Neeson Rd Bldg 533 Alarm Service Call Charge	Paid by EFT # 5205		06/20/2024	10/01/2024	10/01/2024		10/04/2024	891.25
Account **6360.050 - Maint & Repairs Building** Totals								Invoice Transactions	1	$891.25
Account **6360.360 - Maint & Repairs Janitorial**										
10034 - American Supply Co.	3040913	Airport cleaning supplies for BJS	Paid by Check # 105420		09/09/2024	10/10/2024	09/10/2024		10/04/2024	1,759.96
10080 - Branch's Janitorial	228812	Janitorial Service - Police/Fire/Airport August 2024	Paid by EFT # 5200		08/27/2024	09/27/2024	09/27/2024		10/04/2024	410.00
10080 - Branch's Janitorial	228825	Janitorial Service - Police/Fire/Airport September 2024	Paid by EFT # 5200		09/27/2024	09/27/2024	09/27/2024		10/04/2024	410.00
Account **6360.360 - Maint & Repairs Janitorial** Totals								Invoice Transactions	3	$2,579.96
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	9974215995	Verizon Wireless (972476364-00001)	Paid by EFT # 5214		09/18/2024	09/27/2024	09/27/2024		10/04/2024	23.06
Account **6380.120 - Utilities Comm Mobile & Pager** Totals								Invoice Transactions	1	$23.06
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	Sept 2024 851-0	PGE (3440977851-0)	Paid by Check # 105453		09/13/2024	09/30/2024	10/01/2024		10/04/2024	217.80
Account **6380.300 - Utilities Gas & Electric** Totals								Invoice Transactions	1	$217.80
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0255567-IN	City Fuel Enthanol	Paid by Check # 105445		09/24/2024	09/30/2024	09/30/2024		10/04/2024	188.96
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions	1	$188.96
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	7	$3,901.03
Division **000 - Non-Div** Totals								Invoice Transactions	7	$3,901.03
Department **000 - Non-Dept** Totals								Invoice Transactions	7	$3,901.03
Fund **555 - Marina Airport** Totals								Invoice Transactions	7	$3,901.03
Grand Totals								Invoice Transactions	160	$260,845.99

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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 **110 - City Council**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6600.630 - Other Charges Promotional Activities**										
10083 - Delgado, Bruce	10-07-24	Reimbursement for Purchases	Paid by Check # 105484		10/08/2024	10/08/2024	10/08/2024		10/11/2024	646.10
Account **6600.630 - Other Charges Promotional Activities** Totals								Invoice Transactions	1	$646.10
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$646.10
Division **000 - Non-Div** Totals								Invoice Transactions	1	$646.10
Department **110 - City Council** Totals								Invoice Transactions	1	$646.10
Department **120 - City Mgr/HR/Risk**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.305 - Prof Svc HR - Citywide Recruit/Background**										
11717 - Universal Background Screening - Pluto Acquisition	202304023118	Background - Credit Check	Paid by Check # 105508		04/30/2023	09/27/2024	09/27/2024		10/11/2024	12.96
11717 - Universal Background Screening - Pluto Acquisition	202212023118	Background - Credit Check	Paid by Check # 105508		12/31/2022	09/27/2024	09/27/2024		10/11/2024	12.00
Account **6300.305 - Prof Svc HR - Citywide Recruit/Background** Totals								Invoice Transactions	2	$24.96
Account **6400.565 - Material & Suppl Office Supplies**										
10732 - Office Depot-General Account	389020104001	Office Supplies	Paid by Check # 105498		10/01/2024	10/01/2024	10/01/2024		10/11/2024	296.69
Account **6400.565 - Material & Suppl Office Supplies** Totals								Invoice Transactions	1	$296.69
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	3	$321.65
Division **000 - Non-Div** Totals								Invoice Transactions	3	$321.65
Department **120 - City Mgr/HR/Risk** Totals								Invoice Transactions	3	$321.65
Department **125 - I. T.**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.330 - Prof Svc IT - Information Tech Svc**										
10897 - TechRx Technology Services	12134	IT Support - September 2024	Paid by EFT # 5227		10/01/2024	10/07/2024	10/07/2024		10/11/2024	11,400.00
Account **6300.330 - Prof Svc IT - Information Tech Svc** Totals								Invoice Transactions	1	$11,400.00
Account **6360.342 - Maint & Repairs IT - System Annual Maint**										
10897 - TechRx Technology Services	12137	Veeam 0365 Backup & Glacier Storage- Oct-Dec 2024	Paid by EFT # 5227		10/01/2024	10/07/2024	10/07/2024		10/11/2024	385.00
10897 - TechRx Technology Services	12136	Ninite Subscription - October 2024	Paid by EFT # 5227		10/01/2024	10/07/2024	10/07/2024		10/11/2024	112.50
10897 - TechRx Technology Services	12135	Amazon Glacier - October 2024	Paid by EFT # 5227		10/01/2024	10/07/2024	10/07/2024		10/11/2024	380.00
10897 - TechRx Technology Services	12138	Veeam Subscription - October 2024	Paid by EFT # 5227		10/01/2024	10/07/2024	10/07/2024		10/11/2024	380.00

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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 **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.	000423-R-0070	Computer Network Defense - October 2024	Paid by Check # 105505		10/01/2024	10/01/2024	10/01/2024		10/11/2024	2,750.00
10905 - Taygeta Scientific, Inc.	000708-R-0043	Barracuda Spam Firewall - October 2024	Paid by Check # 105505		10/01/2024	10/01/2024	10/01/2024		10/11/2024	475.80
				Account **6360.342 - Maint & Repairs IT - System Annual Maint** Totals				Invoice Transactions	6	$4,483.30
Account **6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades**										
10897 - TechRx Technology Services	12123	Server Room Upgrades	Paid by EFT # 5227		09/30/2024	10/07/2024	10/07/2024		10/11/2024	4,731.95
				Account **6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades** Totals				Invoice Transactions	1	$4,731.95
Account **6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade**										
10897 - TechRx Technology Services	12139	Citywide MS Office 365 - October 2024	Paid by EFT # 5227		10/01/2024	10/07/2024	10/07/2024		10/11/2024	2,665.20
				Account **6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade** Totals				Invoice Transactions	1	$2,665.20
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	9	$23,280.45
				Division **000 - Non-Div** Totals				Invoice Transactions	9	$23,280.45
				Department **125 - I. T.** Totals				Invoice Transactions	9	$23,280.45
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-Add	Audit Service	Paid by Check # 105480		04/18/2024	10/04/2024	10/04/2024		10/11/2024	3,000.00
				Account **6300.215 - Prof Svc Fin - Audit** Totals				Invoice Transactions	1	$3,000.00
Account **6300.216 - Prof Svc Fin - Accounting Services**										
10511 - Richard B. Standridge	24-20	Service 9/23-10/03/24	Paid by EFT # 5226		10/04/2024	10/09/2024	10/09/2024		10/11/2024	1,211.25
				Account **6300.216 - Prof Svc Fin - Accounting Services** Totals				Invoice Transactions	1	$1,211.25
Account **6600.490 - Other Charges Membership Prof Orgs**										
10254 - Government Finance Officers Association-GFOA	3098590	Accounting for Capital Assets Second Edition/GAAFR 2024 Edition	Paid by Check # 105488		09/23/2024	10/09/2024	10/09/2024		10/11/2024	277.73
				Account **6600.490 - Other Charges Membership Prof Orgs** Totals				Invoice Transactions	1	$277.73
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	3	$4,488.98
				Division **000 - Non-Div** Totals				Invoice Transactions	3	$4,488.98
				Department **130 - Finance** Totals				Invoice Transactions	3	$4,488.98

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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 **6300.570 - Prof Svc Other**										
10588 - United Site Services	INV-4838864	Beach Rd & Deforest Rd Windy Hill Park	Paid by Check # 105507		10/03/2024	10/03/2024	10/03/2024		10/11/2024	450.35
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	1	$450.35
Account **6380.150 - Utilities Comm Phone System**										
10758 - AT & T CALNET3	000022354360	CALNET3-9391023466 (384-8477)	Paid by Check # 105475		09/28/2024	10/09/2024	10/09/2024		10/11/2024	59.29
10758 - AT & T CALNET3	000022354357	CALNET3-9391023463 (384-7854)	Paid by Check # 105475		09/28/2024	10/09/2024	10/09/2024		10/11/2024	30.42
10758 - AT & T CALNET3	000022354333	CALNET3-9391023441 (384-0888)	Paid by Check # 105475		09/28/2024	10/09/2024	10/09/2024		10/11/2024	30.42
10758 - AT & T CALNET3	000022354332	CALNET3-9391023440 (384-0860)	Paid by Check # 105475		09/28/2024	10/09/2024	10/09/2024		10/11/2024	30.44
10758 - AT & T CALNET3	000022354362	CALNET3-9391023468 (384-9148)	Paid by Check # 105475		09/28/2024	10/09/2024	10/09/2024		10/11/2024	30.42
10758 - AT & T CALNET3	000022354329	CALNET3-9391023437 (384-0425)	Paid by Check # 105475		09/28/2024	10/09/2024	10/09/2024		10/11/2024	59.29
				Account **6380.150 - Utilities Comm Phone System** Totals				Invoice Transactions	6	$240.28
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	Sept 2024 313-6	PG&E 6793435313-6	Paid by Check # 105500		09/25/2024	10/09/2024	10/09/2024		10/11/2024	7,328.33
				Account **6380.300 - Utilities Gas & Electric** Totals				Invoice Transactions	1	$7,328.33
Account **6400.565 - Material & Suppl Office Supplies**										
10732 - Office Depot-General Account	389734727001	20 Case of Copier Paper	Paid by Check # 105498		10/01/2024	10/09/2024	10/09/2024		10/11/2024	1,166.57
				Account **6400.565 - Material & Suppl Office Supplies** Totals				Invoice Transactions	1	$1,166.57
Account **6400.635 - Material & Suppl Postage Shipping**										
10235 - FedEx	8-641-01810	Shipping Charges - BMR Housing Program	Paid by Check # 105486		10/04/2024	10/09/2024	10/09/2024		10/11/2024	41.17
				Account **6400.635 - Material & Suppl Postage Shipping** Totals				Invoice Transactions	1	$41.17
Account **6600.452 - Other Charges Leased Copier**										
10592 - U.S. Bank Equipment Finance-USbancorp	539138297	CDD Copier Lease Payment - October 2024	Paid by Check # 105506		09/29/2024	10/01/2024	10/01/2024		10/11/2024	225.06
				Account **6600.452 - Other Charges Leased Copier** Totals				Invoice Transactions	1	$225.06
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	11	$9,451.76
				Division **000 - Non-Div** Totals				Invoice Transactions	11	$9,451.76
				Department **190 - Citywide Non-Dept** Totals				Invoice Transactions	11	$9,451.76

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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 **6300.570 - Prof Svc Other**										
12065 - Hasco Stations, LLC	INV-147126	Car Wash	Paid by Check # 105491		09/30/2024	10/03/2024	10/03/2024		10/11/2024	102.00
12065 - Hasco Stations, LLC	135998	Car Wash	Paid by Check # 105491		07/15/2024	10/07/2024	10/07/2024		10/11/2024	85.00
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	2	$187.00
Account **6360.342 - Maint & Repairs IT - System Annual Maint**										
11131 - Online Solutions LLC - Citizenserve	5760	User Subscription 09/16/24 - 10/14/2025	Paid by Check # 105499		09/24/2024	10/03/2024	10/03/2024		10/11/2024	1,619.18
				Account **6360.342 - Maint & Repairs IT - System Annual Maint** Totals				Invoice Transactions	1	$1,619.18
Account **6360.570 - Maint & Repairs Other Svc Agr**										
11698 - Crossroads Software, Inc.	7811	Marina PD - Annual Maintenance and Support	Paid by Check # 105483		10/01/2024	10/03/2024	10/03/2024		10/11/2024	3,900.00
10592 - U.S. Bank Equipment Finance-USbancorp	529976532	Contract Pmt 05/20/24 - 06/20/24	Paid by Check # 105506		05/27/2024	10/08/2024	10/08/2024		10/11/2024	1,346.39
10592 - U.S. Bank Equipment Finance-USbancorp	532307196	Contract pmt 06/20/24 - 07/20/24	Paid by Check # 105506		06/26/2024	10/08/2024	10/08/2024		10/11/2024	1,346.39
				Account **6360.570 - Maint & Repairs Other Svc Agr** Totals				Invoice Transactions	3	$6,592.78
Account **6380.150 - Utilities Comm Phone System**										
10053 - AT & T	Sept 2024 0676	Acc # 325820676	Paid by Check # 105474		09/13/2024	10/03/2024	10/03/2024		10/11/2024	158.11
10053 - AT & T	Aug 2024 0676	Acct # 325820676	Paid by Check # 105474		08/13/2024	10/03/2024	10/03/2024		10/11/2024	168.21
10053 - AT & T	Oct 2024 428 0	Acct # 24813472754280	Paid by Check # 105474		10/01/2024	10/08/2024	10/08/2024		10/11/2024	17.20
10758 - AT & T CALNET3	0022012065	Acct # 9391023478	Paid by Check # 105475		07/15/2024	10/03/2024	10/03/2024		10/11/2024	57.87
10758 - AT & T CALNET3	0021271615	Acct # 9391023478	Paid by Check # 105475		02/15/2024	10/03/2024	10/03/2024		10/11/2024	57.15
				Account **6380.150 - Utilities Comm Phone System** Totals				Invoice Transactions	5	$458.54
Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)**										
10897 - TechRx Technology Services	12129	PD: 1 yr Adobe License - Desiree Matadama	Paid by EFT # 5227		09/29/2024	10/07/2024	10/07/2024		10/11/2024	241.92
10897 - TechRx Technology Services	12107	Tech supplies	Paid by EFT # 5227		09/30/2024	10/07/2024	10/07/2024		10/11/2024	836.83
10897 - TechRx Technology Services	12116	Tech supplies and services	Paid by EFT # 5227		09/30/2024	10/07/2024	10/07/2024		10/11/2024	202.08
10897 - TechRx Technology Services	12118	Tech supplies	Paid by EFT # 5227		09/30/2024	10/07/2024	10/07/2024		10/11/2024	1,166.63

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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 **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)**										
10897 - TechRx Technology Services	12140	Tech supplies	Paid by EFT # 5227		10/31/2024	10/07/2024	10/07/2024		10/11/2024	2,499.35
Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)** Totals								Invoice Transactions 5		$4,946.81
Account **6500.620 - Training & Travel POST**										
12102 - Cassady Elischer - reimbursement only	10-14-24	Elischer CIT Academy Per Diem	Paid by Check # 105479		10/08/2024	10/08/2024	10/08/2024		10/11/2024	50.00
12103 - Drew Gibson - reimbursement only	10-14-24	Gibson CIT Academy Per Diem	Paid by Check # 105485		10/08/2024	10/08/2024	10/08/2024		10/11/2024	50.00
Account **6500.620 - Training & Travel POST** Totals								Invoice Transactions 2		$100.00
Account **6600.400 - Other Charges - Fees**										
10592 - U.S. Bank Equipment Finance-USbancorp	532307196	Contract pmt 06/20/24 - 07/20/24	Paid by Check # 105506		06/26/2024	10/08/2024	10/08/2024		10/11/2024	228.10
Account **6600.400 - Other Charges - Fees** Totals								Invoice Transactions 1		$228.10
Account **6600.485 - Other Charges Medical Svc - Investigations**										
10445 - Natividad Medical Center	08-05-24	Blood Alcohol Testing -	Paid by Check # 105497		08/05/2024	08/07/2024	06/30/2024		10/11/2024	124.00
Account **6600.485 - Other Charges Medical Svc - Investigations** Totals								Invoice Transactions 1		$124.00
Account **6600.850 - Other Charges K9 / Animal Supplies & Vet Svc**										
10899 - Monterey County Animal Services	Oct 2024 5750	Animal Services: 1st Qt FY 2024-25	Paid by Check # 105495		10/04/2024	10/07/2024	10/07/2024		10/11/2024	5,195.00
Account **6600.850 - Other Charges K9 / Animal Supplies & Vet Svc** Totals								Invoice Transactions 1		$5,195.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 21		$19,451.41
Division **000 - Non-Div** Totals								Invoice Transactions 21		$19,451.41
Department **210 - Police** Totals								Invoice Transactions 21		$19,451.41
Department **250 - Fire**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.800 - Material & Suppl Uniform**										
10309 - Salinas Valley Pro Squad	41428	Alterations on class A uniform for A. Prado	Paid by Check # 105503		09/26/2024	10/04/2024	10/04/2024		10/11/2024	44.99
10309 - Salinas Valley Pro Squad	41427	Alterations on class A uniform for D. McCoun	Paid by Check # 105503		09/26/2024	10/04/2024	10/04/2024		10/11/2024	90.00
Account **6400.800 - Material & Suppl Uniform** Totals								Invoice Transactions 2		$134.99
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 2		$134.99
Division **000 - Non-Div** Totals								Invoice Transactions 2		$134.99
Department **250 - Fire** Totals								Invoice Transactions 2		$134.99

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Payment Date Range 10/11/24 - 10/11/24

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**										
10005 - A-1 Sweeping Service	Sept 2024	Sept Street Sweeping	Paid by Check # 105473		09/30/2024	10/03/2024	10/03/2024		10/11/2024	7,315.00
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	1		$7,315.00
Account **6360.065 - Maint & Repairs Bdg NonFlagship**										
10250 - Gavilan Pest Control	0164960	190 Seaside Circle Gophers	Paid by Check # 105487		09/30/2024	10/03/2024	10/03/2024		10/11/2024	300.00
10250 - Gavilan Pest Control	0165132	Glorya Jean Tate Park Gophers	Paid by Check # 105487		09/30/2024	10/03/2024	10/03/2024		10/11/2024	300.00
10250 - Gavilan Pest Control	0165024	Preston Park	Paid by Check # 105487		09/30/2024	10/03/2024	10/03/2024		10/11/2024	330.00
10250 - Gavilan Pest Control	0164961	3126 Shoemaker Rodents	Paid by Check # 105487		09/27/2024	10/03/2024	10/03/2024		10/11/2024	80.00
				Account **6360.065 - Maint & Repairs Bdg NonFlagship** Totals			Invoice Transactions	4		$1,010.00
Account **6360.690 - Maint & Repairs Supplies**										
10083 - Delgado, Bruce	10-07-24	Reimbursement for Purchases	Paid by Check # 105484		10/08/2024	10/08/2024	10/08/2024		10/11/2024	94.95
				Account **6360.690 - Maint & Repairs Supplies** Totals			Invoice Transactions	1		$94.95
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	Sept 2024 56-099	9th Street West of 2nd Ave	Paid by Check # 105493		09/30/2024	10/02/2024	10/02/2024		10/11/2024	223.14
10349 - Marina Coast Water District	Sept 2024 56-100	9th Street Irrigation Parcels L&M	Paid by Check # 105493		09/30/2024	10/02/2024	10/02/2024		10/11/2024	595.44
10349 - Marina Coast Water District	Sept 2024 56-102	9th St & 4th Ave	Paid by Check # 105493		09/30/2024	10/02/2024	10/02/2024		10/11/2024	144.31
10349 - Marina Coast Water District	Sept 2024 56-103	2840 Fifth Ave	Paid by Check # 105493		09/30/2024	10/02/2024	10/02/2024		10/11/2024	139.81
10349 - Marina Coast Water District	Sept 2024 56-105	2660 5th Ave Corp Yard Hydrant Meter	Paid by Check # 105493		09/30/2024	10/02/2024	10/02/2024		10/11/2024	123.00
				Account **6380.500 - Utilities Water & Sewer** Totals			Invoice Transactions	5		$1,225.70
Account **6400.737 - Material & Suppl Tools & Equip**										
11968 - Safetequip, Inc.	104922	PPE	Paid by Check # 105502		09/28/2024	10/02/2024	10/02/2024		10/11/2024	729.57
				Account **6400.737 - Material & Suppl Tools & Equip** Totals			Invoice Transactions	1		$729.57
Account **6400.800 - Material & Suppl Uniform**										
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110557094	PW Uniforms	Paid by Check # 105509		10/04/2024	10/03/2024	10/03/2024		10/11/2024	184.53
				Account **6400.800 - Material & Suppl Uniform** Totals			Invoice Transactions	1		$184.53
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	13		$10,559.75
				Division **311 - Buildings & Grounds** Totals			Invoice Transactions	13		$10,559.75

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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 **313 - Vehicle Maint**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.850 - Maint & Repairs Vehicle**										
10065 - Ben's Motorcycle Works	8194	2016 BMW PD	Paid by Check # 105512		09/24/2024	10/03/2024	10/03/2024		10/11/2024	453.47
10065 - Ben's Motorcycle Works	8189	2016 BMW PD	Paid by Check # 105512		09/19/2024	10/03/2024	10/03/2024		10/11/2024	1,985.23
Account **6360.850 - Maint & Repairs Vehicle** Totals							Invoice Transactions	2		$2,438.70
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	2		$2,438.70
Division **313 - Vehicle Maint** Totals							Invoice Transactions	2		$2,438.70
Department **310 - Public Works** Totals							Invoice Transactions	15		$12,998.45
Department **410 - Planning**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6330.100 - Fee Agr Costs - Planning**										
10171 - CSG Consultants	58309	Marina Station	Paid by EFT # 5218		10/08/2024	10/09/2024	10/09/2024		10/11/2024	20,016.00
10508 - Regional Government Services	17143	Marina Dunes Misc June 24	Paid by EFT # 5225		06/30/2024	10/03/2024	10/03/2024		10/11/2024	4,324.98
10508 - Regional Government Services	17144	Harvey Gas Station June 2024	Paid by EFT # 5225		06/30/2024	10/07/2024	10/07/2024		10/11/2024	1,199.10
Account **6330.100 - Fee Agr Costs - Planning** Totals							Invoice Transactions	3		$25,540.08
Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)**										
10897 - TechRx Technology Services	12120	Intern Laptop	Paid by EFT # 5227		09/30/2024	10/07/2024	10/07/2024		10/11/2024	1,224.54
Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)** Totals							Invoice Transactions	1		$1,224.54
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	4		$26,764.62
Division **000 - Non-Div** Totals							Invoice Transactions	4		$26,764.62
Department **410 - Planning** Totals							Invoice Transactions	4		$26,764.62
Department **420 - Engineering**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6370.540 - Shared Svc NPDES Contribution**										
10533 - Save The Whales	3/Year 11	Storm Water Public Education Program (FY 2023-2024)	Paid by Check # 105504		10/01/2024	10/04/2024	10/04/2024		10/11/2024	65,759.15
Account **6370.540 - Shared Svc NPDES Contribution** Totals							Invoice Transactions	1		$65,759.15
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	1		$65,759.15
Division **000 - Non-Div** Totals							Invoice Transactions	1		$65,759.15
Department **420 - Engineering** Totals							Invoice Transactions	1		$65,759.15

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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 **440 - Economic Dev**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6600.630 - Other Charges Promotional Activities**										
11620 - Certified Folder Display Service, Inc.	614408	Restaurant Guide Disbursement - November 2024	Paid by EFT # 5217		10/01/2024	10/01/2024	10/01/2024		10/11/2024	329.52
Account **6600.630 - Other Charges Promotional Activities** Totals								Invoice Transactions 1		$329.52
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 1		$329.52
Division **000 - Non-Div** Totals								Invoice Transactions 1		$329.52
Department **440 - Economic Dev** Totals								Invoice Transactions 1		$329.52
Fund **100 - General Fund** Totals								Invoice Transactions 71		$163,627.08

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **110 - Vehicle and Equipment**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6600.450 - Other Charges Leases & Rents**										
11491 - Enterprise FM Trust - Fleet Lease payments only	FBN5155710	Lease Payment/October 24	Paid by EFT # 5219		10/04/2024	10/07/2024	10/07/2024		10/11/2024	27,423.61
Account **6600.450 - Other Charges Leases & Rents** Totals							Invoice Transactions	1		$27,423.61
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	1		$27,423.61
Division **000 - Non-Div** Totals							Invoice Transactions	1		$27,423.61
Department **000 - Non-Dept** Totals							Invoice Transactions	1		$27,423.61
Fund **110 - Vehicle and Equipment** Totals							Invoice Transactions	1		$27,423.61

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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 **6360.780 - Maint & Repairs Traffic Signals**										
10159 - Consolidated Electrical Distributors, Inc	4914-1048225	HPS Lamp Street Lights	Paid by Check # 105482		09/20/2024	10/02/2024	10/02/2024		10/11/2024	629.72
10159 - Consolidated Electrical Distributors, Inc	4914-1048441	Electronic Photo Control Button Fuseholder	Paid by Check # 105482		09/24/2024	10/02/2024	10/02/2024		10/11/2024	288.31
10159 - Consolidated Electrical Distributors, Inc	4914-1048461	Fuseholder	Paid by Check # 105482		09/27/2024	10/02/2024	10/02/2024		10/11/2024	242.67
			Account **6360.780 - Maint & Repairs Traffic Signals** Totals				Invoice Transactions	3		$1,160.70
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	Sept 2024 483-6	PG&E - 3982644483-6	Paid by Check # 105500		09/19/2024	10/02/2024	10/02/2024		10/11/2024	16,854.36
10463 - Pacific Gas & Electric	Sept 2024 313-6	PG&E 6793435313-6	Paid by Check # 105500		09/25/2024	10/09/2024	10/09/2024		10/11/2024	980.03
			Account **6380.300 - Utilities Gas & Electric** Totals				Invoice Transactions	2		$17,834.39
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	Sept 2024 56-095	2nd Ave	Paid by Check # 105493		09/30/2024	10/02/2024	10/02/2024		10/11/2024	223.14
10349 - Marina Coast Water District	Sept 2024 56-104	2850 5th Ave	Paid by Check # 105493		09/30/2024	10/02/2024	10/02/2024		10/11/2024	72.89
10349 - Marina Coast Water District	Sept 2024 56-036	2nd Ave/Divarty & Intergarrison	Paid by Check # 105493		09/30/2024	10/02/2024	10/02/2024		10/11/2024	223.14
10349 - Marina Coast Water District	Sept 2024 56-037	2nd Ave	Paid by Check # 105493		09/30/2024	10/02/2024	10/02/2024		10/11/2024	223.14
10349 - Marina Coast Water District	Sept 2024 56 049	Imjin Rd (Irrigation/Backflow Accts)	Paid by Check # 105493		09/30/2024	10/03/2024	10/03/2024		10/11/2024	213.14
			Account **6380.500 - Utilities Water & Sewer** Totals				Invoice Transactions	5		$955.45
Account **6400.750 - Material & Suppl Street Material (non-capitalize)**										
10261 - Graniterock/Pavex Construction	2184150	Granitepatch	Paid by EFT # 5221		09/30/2024	10/03/2024	10/03/2024		10/11/2024	1,135.94
10261 - Graniterock/Pavex Construction	2184151	Monterey Peninsula Building Materials	Paid by EFT # 5221		09/30/2024	10/03/2024	10/03/2024		10/11/2024	496.84
			Account **6400.750 - Material & Suppl Street Material (non-capitalize)** Totals				Invoice Transactions	2		$1,632.78
Account **6400.800 - Material & Suppl Uniform**										
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110557095	PW Supplies	Paid by Check # 105509		10/04/2024	10/03/2024	10/03/2024		10/11/2024	73.51
			Account **6400.800 - Material & Suppl Uniform** Totals				Invoice Transactions	1		$73.51
			Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	13		$21,656.83
			Division **000 - Non-Div** Totals				Invoice Transactions	13		$21,656.83
			Department **000 - Non-Dept** Totals				Invoice Transactions	13		$21,656.83

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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** Totals			Invoice Transactions	13	$21,656.83

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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.	63298	Program Management	Paid by Check # 105510		09/24/2024	09/30/2024	09/30/2024		10/11/2024	18,392.29
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	1		$18,392.29
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	1		$18,392.29
				Division **000 - Non-Div** Totals			Invoice Transactions	1		$18,392.29
				Department **000 - Non-Dept** Totals			Invoice Transactions	1		$18,392.29
				Fund **223 - FORA Dissolution** Totals			Invoice Transactions	1		$18,392.29

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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 **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	Sept 2024 313-6	PG&E 6793435313-6	Paid by Check # 105500		09/25/2024	10/09/2024	10/09/2024		10/11/2024	10.14
Account **6380.300 - Utilities Gas & Electric** Totals							Invoice Transactions	1		$10.14
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	1		$10.14
Division **000 - Non-Div** Totals							Invoice Transactions	1		$10.14
Department **000 - Non-Dept** Totals							Invoice Transactions	1		$10.14
Fund **233 - Monterey Bay Estates AD** Totals							Invoice Transactions	1		$10.14

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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 **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	Sept 2024 313-6	PG&E 6793435313-6	Paid by Check # 105500		09/25/2024	10/09/2024	10/09/2024		10/11/2024	9.85
Account **6380.300 - Utilities Gas & Electric** Totals							Invoice Transactions	1		$9.85
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	1		$9.85
Division **000 - Non-Div** Totals							Invoice Transactions	1		$9.85
Department **000 - Non-Dept** Totals							Invoice Transactions	1		$9.85
Fund **235 - Cypress Cove II AD** Totals							Invoice Transactions	1		$9.85

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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 **6360.700 - Maint & Repairs Roadways**										
10005 - A-1 Sweeping Service	9/9/24	Dunes Sweeper September 2024	Paid by Check # 105473		09/09/2024	10/03/2024	10/03/2024		10/11/2024	440.00
Account **6360.700 - Maint & Repairs Roadways** Totals							Invoice Transactions	1		$440.00
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	1		$440.00
Division **000 - Non-Div** Totals							Invoice Transactions	1		$440.00
Department **000 - Non-Dept** Totals							Invoice Transactions	1		$440.00
Fund **252 - CFD - Dunes No. 2015-1** Totals							Invoice Transactions	1		$440.00

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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	24080851	Residential Streets Reconstruction	Paid by Check # 105476		08/22/2024	10/01/2024	10/01/2024		10/11/2024	10,284.50
11847 - BKF Engineers	24091083	Residential Streets Reconstruction	Paid by Check # 105476		09/20/2024	10/01/2024	10/01/2024		10/11/2024	84,194.10
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions 2			$94,478.60
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions 2			$94,478.60
				Division **000 - Non-Div** Totals			Invoice Transactions 2			$94,478.60
				Department **000 - Non-Dept** Totals			Invoice Transactions 2			$94,478.60
				Fund **422 - Capital Projects - Measure X** Totals			Invoice Transactions 2			$94,478.60

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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**										
10268 - Harris & Associates	64332	Imjin Parkway Improvement Plan	Paid by Check # 105490		09/06/2024	10/01/2024	10/01/2024		10/11/2024	90,053.10
10316 - Kimley-Horn & Associates	28830781	Imjin Parkway PS&E	Paid by Check # 105492		07/31/2024	10/01/2024	10/01/2024		10/11/2024	20,879.50
10425 - Monterey Peninsula Engineering	07-02 14	Imjin Parkway Widening Project	Paid by Check # 105511		08/23/2024	10/02/2024	10/02/2024		10/11/2024	924,476.49
12014 - Pueblo Construction, Inc.	240101-4	Vince DiMaggio Park Building Floor Replacement	Paid by Check # 105501		09/16/2024	10/01/2024	10/01/2024		10/11/2024	105,907.72
11762 - Raimi + Associates, Inc	24-6564	Marina General Plan and Zoning Code Update	Paid by EFT # 5224		09/26/2024	09/30/2024	09/30/2024		10/11/2024	28,348.51
11489 - Wallace Group, Inc.	63018	Del Monte Medians	Paid by Check # 105510		08/21/2024	09/30/2024	09/30/2024		10/11/2024	13,781.88
11489 - Wallace Group, Inc.	63253	Del Monte Medians	Paid by Check # 105510		09/23/2024	09/30/2024	09/30/2024		10/11/2024	15,499.94
11489 - Wallace Group, Inc.	63298	Program Management	Paid by Check # 105510		09/24/2024	09/30/2024	09/30/2024		10/11/2024	18,866.30
10831 - Kompan, Inc.	INV125694	Community Park Site Amenities	Paid by EFT # 5222		09/06/2024	10/03/2024	10/03/2024		10/11/2024	4,998.02
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	9		$1,222,811.46
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	9		$1,222,811.46
				Division **000 - Non-Div** Totals			Invoice Transactions	9		$1,222,811.46
				Department **000 - Non-Dept** Totals			Invoice Transactions	9		$1,222,811.46
				Fund **462 - City Capital Projects** Totals			Invoice Transactions	9		$1,222,811.46

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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 **6300.025 - Prof Svc Airport Master Plan**										
10150 - Coffman Associates	19GS04-21	Marina Pen & Ink Update- Amendment 4	Paid by Check # 105481		09/30/2024	10/30/2024	10/07/2024		10/11/2024	2,626.00
				Account **6300.025 - Prof Svc Airport Master Plan** Totals				Invoice Transactions	1	$2,626.00
Account **6300.570 - Prof Svc Other**										
10588 - United Site Services	INV-4824943	781 Neeson Rd (North Tarmac)	Paid by Check # 105507		09/30/2024	10/30/2024	10/05/2024		10/11/2024	424.95
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	1	$424.95
Account **6360.050 - Maint & Repairs Building**										
10239 - First Alarm	843167	3200 Imjin Inspection, Monitoring Testing	Paid by EFT # 5220		09/15/2024	10/15/2024	10/08/2024		10/11/2024	293.04
10239 - First Alarm	844846	761 Neeson Rd Bldg 524- Monitoring Service	Paid by EFT # 5220		09/15/2024	10/15/2024	10/08/2024		10/11/2024	128.22
				Account **6360.050 - Maint & Repairs Building** Totals				Invoice Transactions	2	$421.26
Account **6360.566 - Maint & Repairs Other Equipment**										
10264 - Green Rubber-Kennedy AG	S-787585	781 Neeson Rd	Paid by Check # 105489		09/24/2024	10/02/2024	10/02/2024		10/11/2024	242.49
				Account **6360.566 - Maint & Repairs Other Equipment** Totals				Invoice Transactions	1	$242.49
Account **6380.150 - Utilities Comm Phone System**										
10758 - AT & T CALNET3	000022354335	Fire Alarms Hangar 524 & 533 (9391023443)	Paid by Check # 105475		09/28/2024	11/04/2024	10/08/2024		10/11/2024	59.29
10758 - AT & T CALNET3	000022354336	Fire Alarms Hangar 524 & 533 (9391023444)	Paid by Check # 105475		09/28/2024	11/04/2024	10/08/2024		10/11/2024	59.29
10758 - AT & T CALNET3	000022354341	AWOS-Auto Weather Service (9391023449)	Paid by Check # 105475		09/28/2024	11/04/2024	10/08/2024		10/11/2024	32.39
				Account **6380.150 - Utilities Comm Phone System** Totals				Invoice Transactions	3	$150.97
Account **6380.500 - Utilities Water & Sewer**										
10432 - Monterey One Water - former MRWPCA	Sept 2024 0148	781 Neeson Rd (13-000148)	Paid by Check # 105496		09/30/2024	10/24/2024	10/08/2024		10/11/2024	64.30
10432 - Monterey One Water - former MRWPCA	Sept 2024 0149	791 Neeson Rd (13-000149)	Paid by Check # 105496		09/30/2024	10/24/2024	10/08/2024		10/11/2024	38.70
10432 - Monterey One Water - former MRWPCA	Sept 2024 0153	771 Neeson Rd (13-000153)	Paid by Check # 105496		09/30/2024	10/24/2024	10/05/2024		10/11/2024	3,900.00
10432 - Monterey One Water - former MRWPCA	Sept 2024 0157	721 Neeson Rd (13-000157)	Paid by Check # 105496		10/05/2024	10/05/2024	10/05/2024		10/11/2024	257.20
10432 - Monterey One Water - former MRWPCA	Sept 2024 0158	711 Neeson Rd (13-000158)	Paid by Check # 105496		09/30/2024	10/24/2024	10/08/2024		10/11/2024	64.30
10432 - Monterey One Water - former MRWPCA	Sept 2024 0159	761 Neeson Rd (13-000159)	Paid by Check # 105496		09/30/2024	10/24/2024	10/08/2024		10/11/2024	295.90
10432 - Monterey One Water - former MRWPCA	Sept 2024 0144	3200 Imjin Rd (13-000144)	Paid by Check # 105496		09/30/2024	10/24/2024	10/08/2024		10/11/2024	38.70

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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 **6380.500 - Utilities Water & Sewer**										
10432 - Monterey One Water - former MRWPCA	Sept 2024 0145	3260 Imjin Rd (13-000145)	Paid by Check # 105496		09/30/2024	10/24/2024	10/08/2024		10/11/2024	64.30
Account **6380.500 - Utilities Water & Sewer** Totals							Invoice Transactions	8		$4,723.40
Account **6600.452 - Other Charges Leased Copier**										
11451 - Monterey Bay Office Products - US Bank	539638601	Airport Copier Lease October	Paid by Check # 105494		10/05/2024	11/05/2024	10/05/2024		10/11/2024	94.85
Account **6600.452 - Other Charges Leased Copier** Totals							Invoice Transactions	1		$94.85
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	17		$8,683.92
Division **000 - Non-Div** Totals							Invoice Transactions	17		$8,683.92
Department **000 - Non-Dept** Totals							Invoice Transactions	17		$8,683.92
Fund **555 - Marina Airport** Totals							Invoice Transactions	17		$8,683.92

Accounts Payable by G/L Distribution Report

Payment Date Range 10/11/24 - 10/11/24

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-Add	Audit Service	Paid by Check # 105480		04/18/2024	10/04/2024	10/04/2024		10/11/2024	1,500.00
Account **6300.215 - Prof Svc Fin - Audit** Totals							Invoice Transactions	1		$1,500.00
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	1		$1,500.00
Division **000 - Non-Div** Totals							Invoice Transactions	1		$1,500.00
Department **000 - Non-Dept** Totals							Invoice Transactions	1		$1,500.00
Fund **557 - Abrams B NonProfit Corp** Totals							Invoice Transactions	1		$1,500.00
Grand Totals							Invoice Transactions	118		$1,559,033.78

Accounts Payable by G/L Distribution Report

Payment Date Range 10/04/24 - 10/04/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **758 - Successor Agency Oblig Retiremt**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6650.010 - ROPS #10-Financial, RE Advisory Svc**										
10315 - Keyser Marston Associates	0039122	September 2024 Prof. Service	Paid by EFT # 108		10/02/2024	10/02/2024	10/02/2024		10/04/2024	1,580.00
Account **6650.010 - ROPS #10-Financial, RE Advisory Svc** Totals								Invoice Transactions	1	$1,580.00
Account **6650.015 - ROPS #15- Website Hosting Services**										
10143 - Civicplus	318165-SA	Quarterly Website Hosting and Support	Paid by EFT # 107		10/01/2024	10/01/2024	10/01/2024		10/04/2024	458.68
Account **6650.015 - ROPS #15- Website Hosting Services** Totals								Invoice Transactions	1	$458.68
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	2	$2,038.68
Division **000 - Non-Div** Totals								Invoice Transactions	2	$2,038.68
Department **000 - Non-Dept** Totals								Invoice Transactions	2	$2,038.68
Fund **758 - Successor Agency Oblig Retiremt** Totals								Invoice Transactions	2	$2,038.68
Grand Totals								Invoice Transactions	2	$2,038.68

DRAFT

Agenda Item: **10b(1)**
City Council Meeting of
October 15, 2024

MINUTES

Tuesday, October 1, 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

1. CALL TO ORDER

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

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

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS:

4. CLOSED SESSION:

   a. Conference with Legal Counsel: Anticipated Litigation (Govt. Code § 54956.9(d)(4)), 1 case. Based on existing facts and circumstances, the City Council has decided to initiate or is deciding whether to initiate litigation.

   b. Conference with Legal Counsel, Existing Litigation (Govt. Code § 54956.9(d)(1)) 3 case(s):

      (1) *City of Marina, et al. vs. Nemeth, Karla, et al.*, Monterey County Superior Court Case No. 19CV005270.

      (2) *California-American Water Company v. All Persons Interested in the Validity of the City of Marina et al.*, Monterey County Superior Court Case No. 20CV002436.

b. (3) *City of Marina, et al. v. All Persons Interested in the Validity of the Monterey County Groundwater Sustainability Plan*, Monterey County Superior Court Case No. 21CV000493

c. Real Property Negotiation (Govt. Code Section 54956.8)

i. Property: APN 031-251-005
Negotiating Party: TBD
Negotiator(s): City Manager
Terms: Price and Terms

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

City Attorney reported out Closed Session: Council met on the three items listed for Closed Session and there was no reportable action taken.

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

6. SPECIAL PRESENTATIONS:

a. Code Enforcement Officer Appreciation Week

b. Breast Cancer Awareness Month

c. Interim Inc Presentation

7. COUNCIL AND STAFF ANNOUNCEMENTS:

- Fire Chief McCoun – Showed Council and the public a special Marina Fire Department Breast Cancer t-shirt that will be sold during the Marina Fire Department Open House on October 8th from 4:00-7:00pm at 208 Palm Avenue. Proceeds from the sale of the t-shirts will go directly to the Breast cancer Assistance group of Monterey County.
- Recreation Director Willer – Announced starting next week will be the MPUSD School Fall Break, the youths grade K-5th can be dropped off at the Marina Teen Center at 8:00am and can be picked up at the Marina Youth Center by 6:00 pm. The Teen Center will be opened from 2:00-6:00pm for teens. Current October events: October 24th-December 10th is the Youth Indoor Hockey League. On October 27th will be our Howl-O-Ween event at Vince DiMaggio Park from 11:00am-2:00PM for those who like to dress-up their dogs. On October 31st is Fright Night for the Youths and Teens. Youth Fright Night is from 6:00-8:00 pm at the Community Center and the Teen Fright Night is from 6:30-9:30 pm at the Los Arboles Upper Field.
- Mayor Pro Tem Visscher – Announced October 19th and 20th and October 26th and 27th the Marina Equestrian Center will have its Haunted House from Noon-5:00pm.
- Council Member McAdams – Commented on the street slurry project and informed the public they can contact the Public Works department by emailing streets@cityofmarina.org and to go to city's website to view the pavement management plan where the streets are listed in alphabetical order and what street is being done. Announced free Covid test are being given out and delivered by the USPS. To get your go to: www.covidtests.gov .
- Mayor Delgado – Commented on the 39 streets that had been slurry-sealed. Announced on October 12th at the Marina Library is the next Dad's Read event from 10:00am-Noon; on October 13th will be the monthly volunteer clean-up along Lapis Road and Del Monte from 10:00am-Noon.

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.*

- Kathy Biala, speaking as member of the public – Showed pictures of the current state of the city's facilities and urged a yes vote on Measure U.
- Mia Nguyen – Commented on the renewal of the Museum Handcar Technology's lease and what the city has done to help support this business going forward. Commented on the pictures presented by Kathy Biala. Asked what other options are available is the bond does not pass.

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 105351-105417, totaling $477,828.39

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

        (1) September 17, 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:

        (1) Adopting **Resolution No. 2024-107**, allocating 5.2 acre-feet per year of unallocated water in the former Fort Ord area to: 1) city-led projects and 2) marina kai apartments (interim, inc. project located at 605 bayonet circle). *(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. 2024-108**, awarding a construction contract for the City of Marina Buildings Blight Removal 2024 Project to Randazzo Enterprises of Castroville, CA for the total base bid in the amount of $1,273,647.00; and authorizing the City Manager to execute contract documents, subject to final review and approval by the City Attorney; and authorizing the City Manager or designee to expend up to an additional 10% of the contract amount for potential construction contingencies and to execute all construction change orders on behalf of the City. *(Not a Project under CEQA per Article 20, Section 15378)*

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

Council Member McCarthy made comments on agenda item 10f(1)

Mayor Pro Tem Visscher noted a typo on agenda item 10b(1), page 4 under 14b changing can to can't.

Council Member McAdams made comments on agenda item 10f(1).

Mayor Delgado made comments on agenda item 10g(1)

BIALA/DEGADO: TO APPROVE THE CONSENT AGENDA. 5-0-0-0 Motion Passes

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

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 briefing by Felipe Melchor, ReGen on Odor Study and other matters. **(30-Minutes)**

Public Comments:

- Greg Simmons – Commented on the presentation by GM Melchor and stated the orders have been active since 2016. Noted prior management of the ReGen kept passing the buck saying it was not their problem. Pleased to hear the study positively identified 3 odor resources.

Noted in the last 2 years the odors have gone down some. Commented on the propose contract with Keith Day Company.

- Grace Silva-Santella – Stated she had filed many complaints over the years regarding the odors and agrees they have become much better. MBARD has been very responsive to the calls coming in. Concerned about a 25-year lease and believes with the building out of Marina Station a 10–15-year lease would be better.

b. Adopting Resolution No. 2024-, receiving a presentation for the Del Monte Boulevard & Reservation Road Intersection Improvements Project; and providing input and approval of final concept design; and authorizing Call for Bids for the Del Monte Boulevard & Reservation Road Operational & Safety Improvements Project. **(30-Minutes)**

Public Comments:

- Grace Silva-Santella – Hoped to have an in-person workshop at the Bill Ring Corner to help people get a better understanding of what's proposed here. Doesn't understand how the road diet that's happening further south, why it's going back to 4-lanes when reaching Reservation and Del Monte. The righthand lane by Bill Ring Circle is challenging when turning onto Del Monte. Spoke about wheelchair timing at Reservation/Del Monte and asked about making the island more aesthetically pleasing and making it a safe place if those who can't make it all the way across the road. Asked for an explanation of the ADA Plan. Existing flashing pedestrian crossing is not sufficient.
- Jeff Markham – Concerned about the lighting area and lane markings around the train tracks, people really can't see when they start queuing up into the lanes. Asked about the maintenance of the striping

Council provided input on: No Right-turn on Red; corner blisters, bike capacity lane at stoplights; remove the dash/Green bike stripping and make them solid, going into the blisters bring revisions to the Public Works Commission and TAMC Bicycle and Pedestrian Committee; look at the streetlights on the 2 western corners of Del Monte and come back and show you what it looks like at nighttime and safety islands

c. Adopting **Resolution No. 2024-109**, approving a Professional Services Agreement with EMC Planning Group, Inc. (EMC) for the preparation of a phased vegetation removal and maintenance plan (Phase I) and long-range management plan (Phase II) for Locke-Paddon Park (LPP). Vegetation removal and management includes permitting and regulatory compliance and consistency with the Monterey Peninsula Regional Parks District's (District) LPP Master Plan. **(15-Minutes)**

Public Comments:

- Grace Silva-Santella – really excited we're moving forward with this and thank you very much. Hopes we get a yes, from you all
- Jeff Markham – Thanked staff for acting on this matter of the cleanup of the overgrowth of vegetation at Locke Paddon. State this was the #1 concern of the citizen report give to council in August. In favor of approving this agreement. Asked about the choice of using EMC and their expertise in this area. Commented on the scope of work outlined and asked if it was specific to the pond itself, or whether that was the overall park maintenance plan.

BIALA/MCCARTHY: TO ADOPT RESOLUTION NO. 2024-109, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH EMC PLANNING GROUP, INC. (EMC) FOR THE PREPARATION OF A PHASED VEGETATION REMOVAL AND MAINTENANCE PLAN (PHASE I) AND LONG-RANGE MANAGEMENT PLAN (PHASE II) FOR LOCKE-PADDON PARK (LPP). VEGETATION REMOVAL AND MANAGEMENT INCLUDES PERMITTING AND REGULATORY COMPLIANCE AND CONSISTENCY WITH THE MONTEREY PENINSULA REGIONAL PARKS DISTRICT'S (DISTRICT) LPP MASTER PLAN; AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF CITY WITH EMC SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY 5-0-0-0 Motion Passes

~~d. Receive status update on Hilltop Park. **(30 Minutes)**~~

~~e. 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)**~~

~~f. Receive update on City Infrastructure Needs. **(30 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 10:23 p.m.

_____
Anita Sharp, Deputy City Clerk

ATTEST:

_____
Bruce C. Delgado, Mayor

October 9, 2024 Item No. **10f(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 15, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, APPROVING THE DESIGNATION OF A PORTION OF CITY PROPERTIES AS SHOWN ON THE PHASE 2 WEST FINAL MAP AS 6th AND 7th STREET RIGHT OF WAY.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2024-, approving the designation of a portion of various City properties as shown on the Phase 2 West Final Map as 6th and 7th Street Right of Way.

BACKGROUND:

At the regular meeting of November 21, 2023, the City Council adopted Resolution No. 2023-123, approving the Phase 2 West/Residential Final Map for the Dunes on Monterey Bay Development Project Subdivision. This map showed the remaining areas of City Property for future right-of-way designation as "6th and 7th Street".

ANALYSIS:

The areas to be designated as right-of-way are shown on Exhibit A. This area is part of the large City Park designated in the Dunes Specific Plan as one of the "City Recreation Public Benefit Conveyance (PBC) Parcels". The City preliminary designs of the Park required evaluation of the dedication of 6th and 7th Street to meet the needs of traffic patterns and park services.

In evaluation of this dedication, the intended right-of-way area through City properties are in substantial conformance with the tentative map as amended as well as the project Specific Plan. With these findings, staff is recommending the designation of a portion of City properties as City right-of-way.

FISCAL IMPACT:

There is no fiscal impact should the City Council approve this request. The right-of-way improvements will be funded by Development Impact Fees. Maintenance of the roadway and right of way improvements will be covered by various parties through agreements with the City that will be considered at a later date.

CEQA Findings:

The right-of-way designation is consistent with the certified Environmental Impact Report (EIR) (SCH No. 2004091167). Section 15162, Paragraph C of the CEQA Guidelines states that if an EIR or negative declaration has been adopted for a project, no subsequent EIR is to be prepared unless there have been substantial changes to the project.

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 Engineer
City of Marina

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE DESIGNATION OF A PORTION OF CITY PROPERTIES AS SHOWN ON THE PHASE 2 WEST FINAL MAP AS 6th AND 7th STREET RIGHT OF WAY.

WHEREAS, at the regular meeting of November 21, 2023, the City Council adopted Resolution No. 2023-123, approving the Phase 2 West/Residential Final Map for the Dunes on Monterey Bay Development Project Subdivision. This map showed the remaining areas of City Property for future right-of-way designation as "6th and 7th Street", and;

WHEREAS, the areas to be designated as right-of-way are shown on Exhibit A. This area is part of the large City Park designated in the Dunes Specific Plan as one of the "City Recreation Public Benefit Conveyance (PBC) Parcels". The City preliminary designs of the Park required evaluation of the dedication of 6th and 7th Street to meet the needs of traffic patterns and park services, and;

WHEREAS, in evaluation of this dedication, the intended right-of-way area through City properties are in substantial conformance with the tentative map as amended as well as the project Specific Plan. With these findings, staff is recommending the designation of a portion of City properties as City right-of-way, and;

WHEREAS, there is no fiscal impact should the City Council approve this request. The right-of-way improvements will be funded by Development Impact Fees. Maintenance of the roadway and right of way improvements will be covered by various parties through agreements with the City that will be considered at a later date, and;

WHEREAS, the right-of-way designation is consistent with the certified Environmental Impact Report (EIR) (SCH No. 2004091167). Section 15162, Paragraph C of the CEQA Guidelines states that if an EIR or negative declaration has been adopted for a project, no subsequent EIR is to be prepared unless there have been substantial changes to the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby approve the designation of a portion of various City properties as shown on the Phase 2 West Final Map as 6th and 7th Street Right of Way.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held on the 15th day of October 2024, by the following vote:

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

_____
Bruce Delgado, Mayor

ATTEST:

_____
Anita Sharp, City Clerk

LEGAL DESCRIPTION
RIGHT-OF-WAY DESIGNATION OVER A PORTION OF
PARCEL TWO, VOLUME 23 OF SURVEYS, PAGE 106

Certain real property situate in the former Fort Ord Military Reservation in the City of Marina, County of Monterey, State of California, being a portion of Parcel Two as said parcel is shown on the map filed for record June 30, 2000 in Volume 23 of Surveys at Page 106 in the office of the County Recorder of said county, described as follows:

The Southerly 119.92 feet of said Parcel Two, as measured perpendicular to the southerly line thereof.

Excepting therefrom the easterly 80.00 feet thereof, being that portion lying within the "80 foot wide easement for future road purposes" as shown on said map.

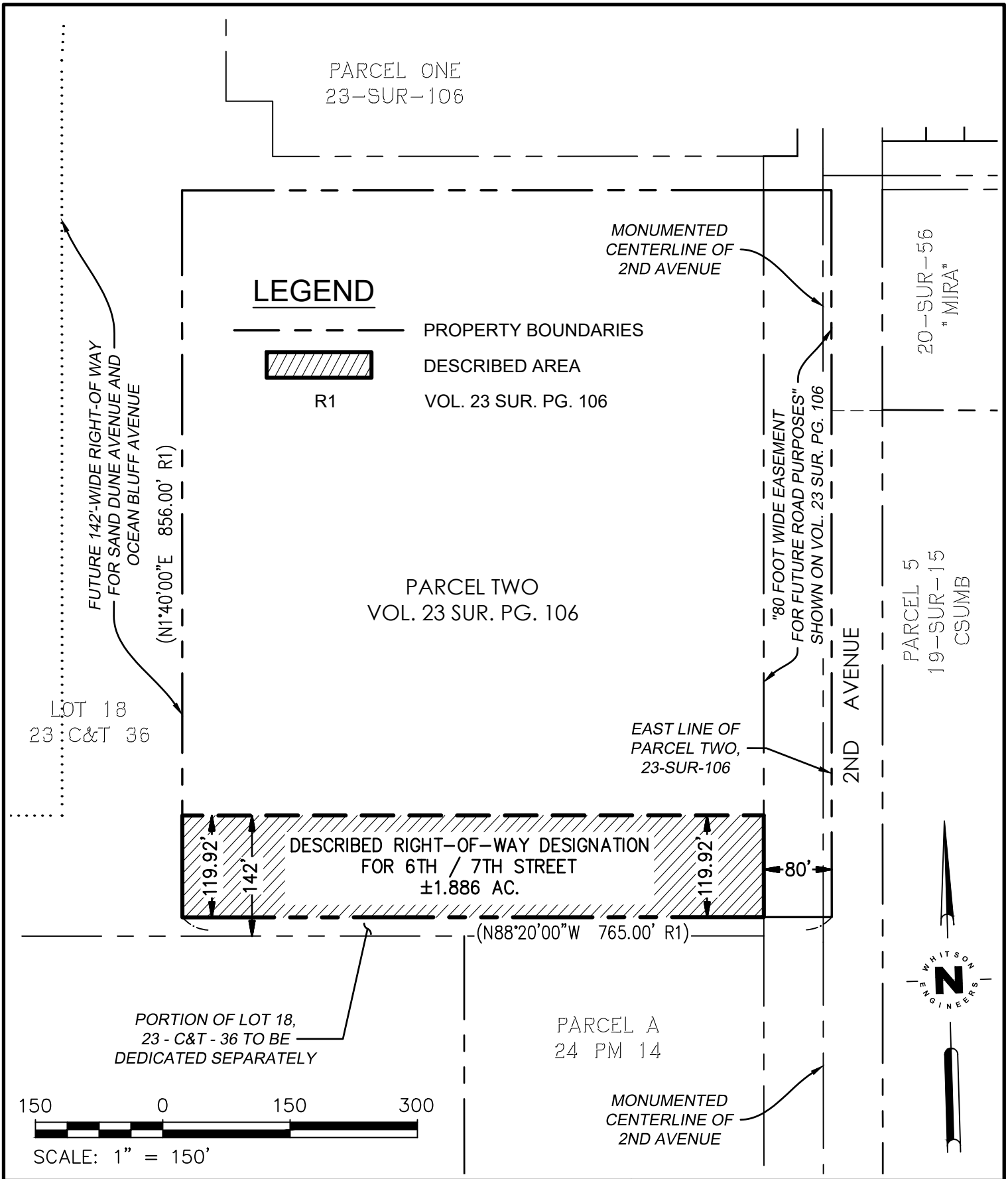
Containing 1.886 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

8/21/2024
RICHARD P. WEBER, LS DATE
L.S. No. 8002
Job No.: 3140.33



PLAT TO ACCOMPANY DESCRIPTION

6TH / 7TH STREET RIGHT-OF-WAY DESIGNATION

OVER A PORTION OF PARCEL TWO, VOL. 23 SUR. PG. 106

MARINA, CALIFORNIA

8/21/2024

Whitson ENGINEERS

Civil Engineering + Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

T:\Monterey Projects\3140\SURVEY\LEGAL DESC\Phase 2W\6th-7th St\3140 PLAT - 6th-7th ROW.dwg

PROJECT No.: 3140.33

October 10, 2024 Item No. **10f(2)**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of October 15, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS AS SHOWN ON THE APPROVED DUNES (FORMERLY UNIVERSITY VILLAGE) IMPROVEMENT PLANS AND FINAL MAP FOR RESIDENTIAL PHASE 2 EAST (NOT INCLUDING HILLTOP PARK), AUTHORIZING THE CITY CLERK TO RELEASE BOND SECURITIES, ACCEPT A WARRANTY BOND, AND RECORD ACCEPTANCE WITH THE MONTEREY COUNTY RECORDER'S OFFICE

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2024-, accepting the dedication of Public Improvements as shown on the approved Dunes (Formerly University Village) Improvement Plans and Final Map for Residential Phase 2 East (not including Hilltop Park);
2. Authorize the City Clerk to release bond securities, accept a warranty bond, and record acceptance with Monterey County Recorder's Office.

BACKGROUND:

At the regular meeting of February 2, 2021, the City Council adopted Resolution No. 2021-06, approving the Residential Phase 2 East Final Map for The Dunes on Monterey Bay Development Project Subdivision. At the same meeting, City Council adopted Resolution No. 2021-05, approving the Public Improvement Agreement for the residential public improvements.

The Final Map of Tract No. 1550, recorded in the Monterey County Recorders Office in Volume 24 of Cities and Towns, at page 73 specifies the dedications for public use as part of the Owner's Statement ("**EXHIBIT A**"). Streets dedicated to the City on this map include portions of 4th Avenue, 8th Street, 9th Street, Beacon Court, Beacon Drive, Bungalow Court, California Avenue, Catwalk Court, Kitetail Lane, Sandy Gulch Drive, Skyview Drive, Telegraph Boulevard, T1depool Lane, and Wharf Terrace.

The Marina Community Partners (MCP), the subdivider, has filed with the City Clerk a Faithful Performance bond and a Labor and Materials bond each in the amount of $5,820,000.

ANALYSIS:

The Improvements required by the improvement plans entitled "The Dunes on Monterey Bay Phase 2 East Improvement Plans" ("**Improvement Plans**"), and approved by the City Engineer on December 18, 2020, were completed by MCP in substantial conformance with the approved Improvement Plans for the project. Hilltop Park Improvements were not included in the Improvement Plans for Phase 2 East Residential and are not included in this acceptance.

The Public Improvement Agreement states that a Guarantee and Warranty period will remain for one year after acceptance of the Improvements by the City Council.

Therefore, a request is being made by MCP to release all of the Faithful Performance bond. A new bond of 10% of the original Performance bond ($582,000) for public improvements in Phase 2 East will remain with the City Clerk as the Guarantee and Warranty Security for one (1) year after acceptance. Any repairs required during the Guarantee and Warranty period will be made by MCP, or the costs will be recovered from said bond. After the Warranty period, maintenance responsibilities for streetlights, sidewalks, pavement, and stormwater improvements will be covered by the City and financed through the established Community Facilities District.

FISCAL IMPACT:
The fiscal impacts for maintenance of these improvements after the warranty period have been captured in the Community Facilities District, Dunes 2015-01.

CEQA Findings:
The City has determined this is not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

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 Engineer
City of Marina

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA ACCEPTING DEDICATION OF PUBLIC IMPROVEMENTS AS SHOWN ON APPROVED DUNES (FORMERLY UNIVERSITY VILLAGE) IMPROVEMENT PLANS AND FINAL MAP FOR RESIDENTIAL PHASE 2 EAST (NOT INCLUDING HILLTOP PARK), AUTHORIZING CITY CLERK TO RELEASE BOND SECURITIES, ACCEPTING A WARRANTY BOND, AND RECORD ACCEPTANCE WITH MONTEREY COUNTY RECORDER'S OFFICE

WHEREAS, at the regular meeting of February 2, 2021, the City Council adopted Resolution No. 2021-06, approving the Residential Phase 2 East Final Map for The Dunes on Monterey Bay Development Project Subdivision. At the same meeting, City Council adopted Resolution No. 2021-05, approving the Public Improvement Agreement for the residential public improvements, and;

WHEREAS, the Final Map of Tract No. 1550, recorded in the Monterey County Recorders Office in Volume 24 of Cities and Towns, at page 73 specifies the dedications for public use as part of the Owner's Statement ("**EXHIBIT A**"). Streets dedicated to the City on this map include portions of 4th Avenue, 8th Street, 9th Street, Beacon Court, Beacon Drive, Bungalow Court, California Avenue, Catwalk Court, Kitetail Lane, Sandy Gulch Drive, Skyview Drive, Telegraph Boulevard, T1depool Lane, and Wharf Terrace, and;

WHEREAS, the Marina Community Partners (MCP), the subdivider, has filed with the City Clerk a Faithful Performance bond and a Labor and Materials bond each in the amount of $5,820,000, and;

WHEREAS, the Improvements required by the improvement plans entitled "The Dunes on Monterey Bay Phase 2 East Improvement Plans" ("**Improvement Plans**"), and approved by the City Engineer on December 18, 2020, were completed by MCP in substantial conformance with the approved Improvement Plans for the project. Hilltop Park Improvements were not included in the Improvement Plans for Phase 2 East Residential and are not included in this acceptance, and;

WHEREAS, the Public Improvement Agreement states that a Guarantee and Warranty period will remain for one year after acceptance of the Improvements by the City Council, and;

WHEREAS, therefore, a request is being made by MCP to release all of the Faithful Performance bond. A new bond of 10% of the original Performance bond ($582,000) for public improvements in Phase 2 East will remain with the City Clerk as the Guarantee and Warranty Security for one (1) year after acceptance. Any repairs required during the Guarantee and Warranty period will be made by MCP, or the costs will be recovered from said bond. After the Warranty period, maintenance responsibilities for streetlights, sidewalks, pavement, and stormwater improvements will be covered by the City and financed through the established Community Facilities District, and;

WHEREAS, the fiscal impacts for maintenance of these improvements after the warranty period have been captured in the Community Facilities District, Dunes 2015-01. The City has determined this is not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

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

1. Accept dedication of Public Improvements as shown on the approved Dunes (Formerly University Village) Improvement Plans and Final Map for Residential Phase 2 East (not including Hilltop Park);
2. Authorize the City Clerk to release Performance, and Labor and Materials bond securities;
3. Authorize the City Clerk to accept a warranty bond, and;
4. Authorize the City Clerk to record acceptance with Monterey County Recorder's Office.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of October 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

EXHIBIT A TO STAFF REPORT

Vol 24 C&T pg 73

OWNER'S STATEMENT

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE SUBDIVISION BOUNDARY LINES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- FOR ROAD AND UTILITY PURPOSES, THOSE PORTIONS OF LAND DESIGNATED HEREON AS BEACON COURT, BEACON DRIVE, BUNGALOW COURT, CALIFORNIA AVENUE, CATWALK COURT, KITETAIL LANE, SANDY GULCH DRIVE, SKYVIEW DRIVE, TELEGRAPH BOULEVARD, TIDEPOOL LANE, WHARF TERRACE, 4TH AVENUE, 8TH STREET, AND 9TH STREET WITHIN THE SUBDIVISION. THIS OFFER OF DEDICATION TO THE CITY OF MARINA IS IRREVOCABLE; SUBJECT TO THE RESERVATION OF THE RIGHT TO MAINTAIN LANDSCAPING, IRRIGATION AND STORM DRAIN WITHIN SAID STREETS.
- FOR OPEN SPACE PURPOSES, THOSE PORTIONS OF SAID LAND DESIGNATED HEREON AS PARCELS OS-2.2, OS-2.4, AND OS-2.5.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- PUBLIC UTILITY EASEMENTS (PUE), WHERE DESIGNATED WITHIN THE SUBDIVISION SHOWN ON THIS MAP FOR THE CONSTRUCTION, MAINTENANCE, USE, REPLACEMENT, IMPROVEMENT, AND OPERATION OF, SANITARY SEWERS, STORM DRAINS AND WATER PIPELINES, GAS AND ELECTRICITY TRANSMISSION LINES, AND TELEPHONE LINES, AND ALL THE NECESSARY APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENT.
- FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES (EMERGENCY VEHICLE ACCESS EASEMENT, OR EVAE), THE AREAS DESIGNATED HEREON AS PARCELS L2.1 THROUGH L2.10, INCLUSIVE.
- PUBLIC UTILITY EASEMENTS (PUE) OVER, UNDER, AND UPON THE PRIVATE STREETS DESIGNATED HEREON AS PARCELS L2.1 THROUGH L2.10, INCLUSIVE, FOR THE CONSTRUCTION, MAINTENANCE, USE AND OPERATION OF SANITARY SEWER, STORM DRAINS AND WATER PIPELINES, GAS AND ELECTRICITY TRANSMISSION LINES, AND TELEPHONE LINES, AND ALL THE NECESSARY APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENT.
- STORM DRAIN EASEMENT (SDE) OVER, UNDER, AND ACROSS THE DESIGNATED AREAS AS SHOWN HEREON, FOR PUBLIC STORM DRAINAGE PURPOSES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSES OF REPAIR, REPLACEMENT, AND MAINTENANCE OF STORM DRAINAGE FACILITIES. UNDERGROUND PIPING ARE TO BE MAINTAINED BY THE CITY OF MARINA. SAID AREAS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES NOT SERVING THE PURPOSE OF THE EASEMENT.

THE ABOVE PUBLIC USE EASEMENT DEDICATIONS SHALL INCLUDE REASONABLE RIGHT OF INGRESS AND EGRESS OVER ADJOINING LANDS WITHIN THIS SUBDIVISION.

THE AREAS DESIGNATED AS PARCELS L2.1 THROUGH L2.10, INCLUSIVE, ARE PRIVATE STREETS RETAINED BY OWNER FOR FUTURE TRANSFER TO AN OWNERS ASSOCIATION, SUBJECT TO THE HEREINABOVE DEDICATION OF EASEMENTS FOR PUBLIC PURPOSES.

PARCELS OS-2.1, OS-2.6, OS-2.7, OS-2.8, OS-2.9, OS-2.10, OS-2.11, AND OS-2.12 ARE "RESERVED AS PRIVATE OPEN SPACE" AND ARE TO BE OWNED AND MAINTAINED BY THE OWNERS ASSOCIATION.

PARCEL OS-2.3 IS TO BE RETAINED BY THE OWNER FOR FUTURE DEVELOPMENT OR TRANSFER.

WE ALSO HEREBY CREATE A PRIVATE WALKWAY EASEMENT (WE) OVER AND ACROSS THE DESIGNATED AREAS AS SHOWN HEREON, WHICH WILL REMAIN PRIVATE AND WILL BE TRANSFERRED TO THE OWNERS ASSOCIATION AT A FUTURE DATE. THE DESIGNATED USE AND MAINTENANCE OF THESE EASEMENTS SHALL BE AS PROVIDED BY THE PROJECT COVENANTS, CONDITIONS, AND RESTRICTIONS.

WE ALSO HEREBY RELINQUISH ANY AND ALL RIGHTS OF INGRESS AND EGRESS TO VEHICULAR TRAFFIC (ABUTTER'S RIGHTS) ACROSS THE LINES AS SHOWN ON HEREON MAP AND DEPICTED AS ||||||||

SUBDIVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS AND EMPLOYEES FROM ANY CLAIM, ACTION OR PROCEEDING AGAINST THE CITY OR ITS CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS OR EMPLOYEES, TO ATTACK, SET ASIDE, VOID OR ANNUL AN APPROVAL OF THE CITY, ITS CITY COUNCIL, PLANNING COMMISSION, OR OTHER BOARD, ADVISORY AGENCY OR LEGISLATIVE BODY CONCERNING THIS SUBDIVISION. CITY WILL PROMPTLY NOTIFY THE SUBDIVIDER OF ANY CLAIM, ACTION OR PROCEEDING AGAINST IT AND WILL COOPERATE FULLY IN THE DEFENSE. THIS CONDITION IS IMPOSED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 66474.9.

OWNER: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

BY: _____
LAYNE MARCEAU, AUTHORIZED AGENT

BY: _____
DONALD A. HOFER, AUTHORIZED AGENT

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California)
COUNTY OF Alameda)
ON March 23, 2021 ,
BEFORE ME, Kathy Lynn Barlow , NOTARY PUBLIC
PERSONALLY APPEARED Layne Marceau , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/~~SHE/THEY~~ EXECUTED THE SAME IN HIS/~~HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS/~~HER/THEIR~~ SIGNATURE(~~S~~) ON THE INSTRUMENT THE PERSON(~~S~~), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(~~S~~) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL.

SIGNATURE _____
NOTARY PUBLIC'S NAME: Kathy Lynn Barlow
COUNTY OF BUSINESS: Alameda
COMMISSION EXPIRATION DATE: March 2, 2022
COMMISSION NUMBER: 2230180

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California)
COUNTY OF Alameda)
ON March 23, 2021 ,
BEFORE ME, Kathy Lynn Barlow , NOTARY PUBLIC
PERSONALLY APPEARED Donald A Hofer , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL.

SIGNATURE _____
NOTARY PUBLIC'S NAME: Kathy Lynn Barlow
COUNTY OF BUSINESS: Alameda
COMMISSION EXPIRATION DATE: March 2, 2022
COMMISSION NUMBER: 2230180

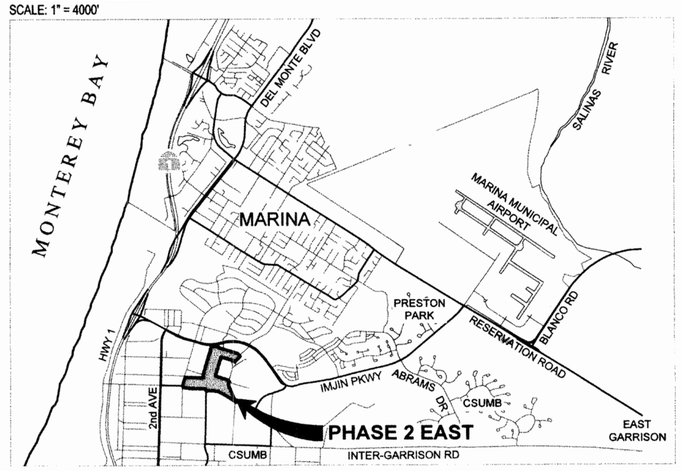
DEDICATION CERTIFICATE

THE CITY OF MARINA SHALL, AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 66477.5 IN ITS PRESENT FORM OR AS IT MAY FROM TIME TO TIME BE AMENDED, RECONVEY THOSE PORTIONS OF LAND DESIGNATED HEREON AS BEACON COURT, BEACON DRIVE, BUNGALOW COURT, CALIFORNIA AVENUE, CATWALK COURT, KITETAIL LANE, SANDY GULCH DRIVE, SKYVIEW DRIVE, TELEGRAPH BOULEVARD, TIDEPOOL LANE, WHARF TERRACE, 4TH AVENUE, 8TH STREET, AND 9TH STREET WITHIN THE SUBDIVISION IN FEE FOR PUBLIC USE, TO THE SUBDIVIDER NAMED BELOW, THEIR SUCCESSORS, HEIRS OR ASSIGNEES, IF THE CITY COUNCIL OF THE CITY OF MARINA SHOULD DETERMINE THAT THE SAME PUBLIC PURPOSE FOR WHICH SAID PARCELS WERE DEDICATED NO LONGER EXISTS OR THAT SAID PARCELS OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, EXCEPT FOR ALL OR ANY PORTIONS OF THE PROPERTY THAT IS STILL REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

SUBDIVIDERS: SHEA HOMES LIMITED PARTNERSHIP
2630 SHEA CENTER DRIVE
LIVERMORE, CA 94551

VICINITY MAP

SCALE: 1" = 4000'



COUNTY RECORDER'S STATEMENT

FILED THIS 9th DAY OF June , 2021, AT 8:10 A M., IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 73, AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.
Tract #1550

STEPHEN L. VAGNINI
RECORDER
MONTEREY COUNTY, CALIFORNIA

BY: _____
DEPUTY RECORDER

FEE: $ 107.00

DOC NO. 2021040377

TRACT NO. 1550
THE DUNES ON MONTEREY BAY
PHASE 2 EAST

A SUBDIVISION OF LOT 23 AS SHOWN ON "TRACT No. 1472, "NORTH AND WEST MARINA VILLAGE", FILED IN VOLUME 23 CITIES & TOWNS, PAGE 36, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AND CONTAINING 45.998 ACRES

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 1 OF 13

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SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT THE FOLLOWING SIGNATURES HAVE BEEN OMITTED SINCE THEIR INTEREST CANNOT RIPEN INTO A FEE.

1. THE UNITED STATES OF AMERICA, HOLDER OF MINERAL RIGHTS AND RIGHT OF SURFACE ENTRY AS RESERVED IN THE QUITCLAIM DEED FROM THE UNITED STATES OF AMERICA TO THE FORT ORD REUSE AUTHORITY RECORDED MARCH 15, 2004, INSTRUMENT NO. 2004023330, OFFICIAL RECORDS OF MONTEREY COUNTY AND AMENDED AND RE-RECORDED JULY 9, 2004, INSTRUMENT NO. 2004072094, OFFICIAL RECORDS OF MONTEREY COUNTY.

2. PACIFIC GAS AND ELECTRIC, EASEMENT HOLDER UNDER DOCUMENT RECORDED APRIL 17, 1997 IN REEL 3506, PAGE 1533, OFFICIAL RECORDS OF MONTEREY COUNTY.

SOILS REPORT STATEMENT

A SOILS REPORT DATED MARCH 23, 2020 PREPARED BY BERLOGAR STEVENS & ASSOCIATES HAS BEEN SPECIFICALLY PREPARED FOR THIS SUBDIVISION AND IS ON FILE WITH THE CITY OF MARINA'S PUBLIC WORKS DEPARTMENT.

PLANNING COMMISSION STATEMENT

I, FRED AEGERTER, COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR, CITY OF MARINA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AS APPROVED BY THE CITY COUNCIL OF THE CITY OF MARINA ON MAY 31, 2005, AND SUBSEQUENT AMENDMENTS APPROVED OCTOBER 2, 2008 AND MAY 19, 2020, THAT ALL THE PROVISIONS OF THE CALIFORNIA "SUBDIVISION MAP ACT", AS AMENDED, AND THE CITY OF MARINA SUBDIVISION ORDINANCE, TITLE 16 OF THE MARINA MUNICIPAL CODE, HAVE BEEN COMPLIED WITH.

Fred Aegerter

FRED AEGERTER, AICP
COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR
CITY OF MARINA

CITY CLERK'S STATEMENT

I, ANITA SHEPHERD-SHARP, DEPUTY CITY CLERK OF THE CITY OF MARINA, HEREBY CERTIFY THAT THE CITY COUNCIL OF SAID CITY OF MARINA APPROVED THE HEREIN MAP ON THE 2nd DAY OF February, 2021, AND ACCEPTS ON BEHALF OF THE PUBLIC, IN FEE, SUBJECT TO IMPROVEMENTS, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP BY RESOLUTION NO. 2021-06 AND ACCEPTS ON BEHALF OF THE PUBLIC ALL PARCELS OFFERED FOR DEDICATION, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION, AND ACCEPTS ALL PUBLIC EASEMENTS OFFERED FOR DEDICATION.

I FURTHER STATE THAT THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF THE EASEMENT FOR PUBLIC UTILITIES PER INSTRUMENT NO. 2020017975, OFFICIAL RECORDS OF SAID COUNTY, IN ACCORDANCE WITH PROVISION NO. 6 OF SAID INSTRUMENT AND SECTION 66434(g) OF THE SUBDIVISION MAP ACT.

BY: Anita Shepherd-Sharp
ANITA SHEPHERD-SHARP
DEPUTY CITY CLERK OF MARINA

CITY ENGINEER & SURVEYOR'S STATEMENT

I, BRIAN McMINN, CITY ENGINEER AND CITY SURVEYOR OF THE CITY OF MARINA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND AM SATISFIED THAT IT IS TECHNICALLY CORRECT; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE CALIFORNIA "SUBDIVISION MAP ACT", AS AMENDED, AND THE CITY OF MARINA SUBDIVISION ORDINANCE, TITLE 16 OF THE MARINA MUNICIPAL CODE HAVE BEEN COMPLIED WITH.

BRIAN McMINN, PE 64143, PLS 8116
CITY ENGINEER, CITY SURVEYOR
CITY OF MARINA, CALIFORNIA

DATE: APRIL 12, 2021

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION IN JULY 2020, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, IN MAY 2020. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER, 2022 AND THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

RICHARD P. WEBER
P.L.S. No. 8002

DATE: April 9, 2021

LICENSED LAND SURVEYOR
RICHARD P. WEBER
No. 8002
STATE OF CALIFORNIA

TRACT NO. 1550
THE DUNES ON MONTEREY BAY
PHASE 2 EAST

A SUBDIVISION OF LOT 23 AS SHOWN ON
"TRACT No. 1472, "NORTH AND WEST MARINA VILLAGE",
FILED IN VOLUME 23 CITIES & TOWNS, PAGE 36,
OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA
AND CONTAINING 45.998 ACRES

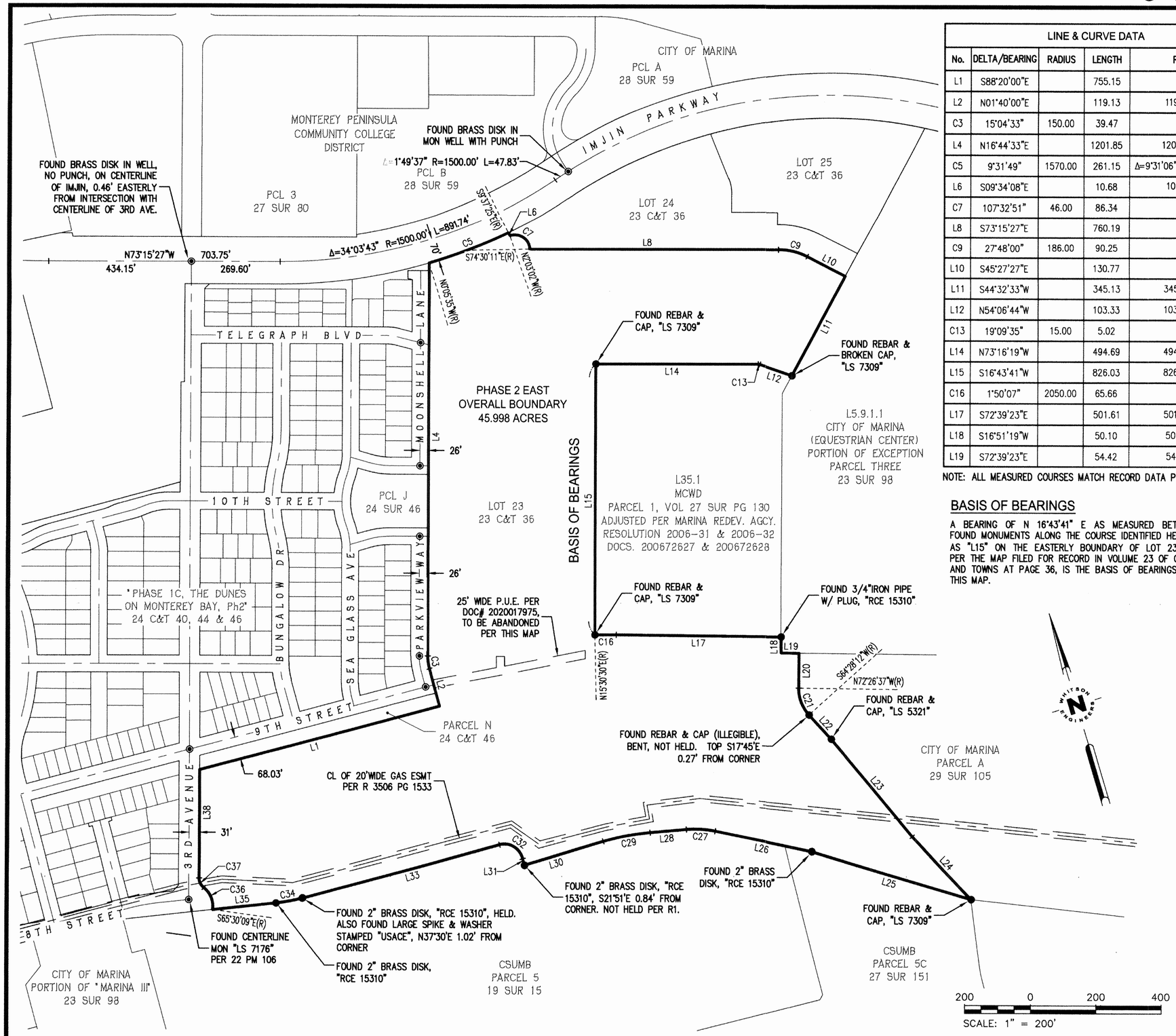
PREPARED BY:

WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 2 OF 13

Vol 24 C&T Pg 73



LINE & CURVE DATA				
No.	DELTA/BEARING	RADIUS	LENGTH	RECORD
L1	S88°20'00"E		755.15	(R1)
L2	N01°40'00"E		119.13	119.16' (R1)
C3	15°04'33"	150.00	39.47	(R1)
L4	N16°44'33"E		1201.85	1201.97' (R1)
C5	9°31'49"	1570.00	261.15	Δ=9°31'06" L=260.82' (R1)
L6	S09°34'08"E		10.68	10.67' (R1)
C7	107°32'51"	46.00	86.34	(R1)
L8	S73°15'27"E		760.19	(R1)
C9	27°48'00"	186.00	90.25	(R1)
L10	S45°27'27"E		130.77	(R1)
L11	S44°32'33"W		345.13	345.03' (R1)
L12	N54°06'44"W		103.33	103.53' (R1)
C13	19°09'35"	15.00	5.02	(R1)
L14	N73°16'19"W		494.69	494.33' (R1)
L15	S16°43'41"W		826.03	826.28' (R1)
C16	1°50'07"	2050.00	65.66	(R1)
L17	S72°39'23"E		501.61	501.89' (R1)
L18	S16°51'19"W		50.10	50.00' (R1)
L19	S72°39'23"E		54.42	54.15' (R1)

LINE & CURVE DATA				
No.	DELTA/BEARING	RADIUS	LENGTH	RECORD
L20	S17°18'43"W		106.94	(R1)
C21	43°05'11"	120.00	90.24	(R1)
L22	S25°43'07"E		100.62	(R1)
L23	S23°01'05"E		387.29	(R1)
L24	S26°54'48"E		260.87	(R1)
L25	N56°50'19"W		506.45	N56°49'36"W 506.33' (R1)
L26	N61°35'00"W		300.28	(R1)
C27	16°45'00"	300.00	87.70	(R1)
L28	N78°20'00"W		110.24	(R1)
C29	11°10'00"	750.00	146.17	(R1)
L30	N89°30'00"W		252.67	(R1)
L31	N01°40'00"E		19.79	(R1)
C32	90°00'00"	58.00	91.11	(R1)
L33	N88°20'00"W		622.91	(R1)
C34	8°50'00"	525.00	80.94	(R1)
L35	N79°30'00"W		192.82	192.89' (R1)
C36	59°34'18"	73.00	75.90	(R1)
C37	51°49'00"	37.00	33.46	(R1)
L38	N16°44'33"E		328.66	328.60' (R1)

NOTE: ALL MEASURED COURSES MATCH RECORD DATA PER R1 EXCEPT WHERE OTHERWISE INDICATED

BASIS OF BEARINGS

A BEARING OF N 16°43'41" E AS MEASURED BETWEEN FOUND MONUMENTS ALONG THE COURSE IDENTIFIED HEREON AS "L15" ON THE EASTERLY BOUNDARY OF LOT 23, AS PER THE MAP FILED FOR RECORD IN VOLUME 23 OF CITIES AND TOWNS AT PAGE 36, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	SUBDIVISION BOUNDARY
———	PROPERTY LINE
- - - - -	EASEMENT LINE
—— – ——	CENTERLINE
----------	TIE LINE
.....	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
(M–CL)	MONUMENT TO CENTERLINE
◎	SET STANDARD STREET MONUMENT STAMPED LS 8002.
◉	FOUND STANDARD STREET MONUMENT STAMPED LS 9177 PER 24 C&T 46, EXCEPT WHERE OTHERWISE NOTED.
●	FOUND MONUMENT, AS NOTED.
AC	ACRES
(BD)	BOUNDARY
PCL	PARCEL
P.U.E.	PUBLIC UTILITIES EASEMENT
SDE	STORM DRAIN EASEMENT
SF	SQUARE FEET
(R1)	VOLUME 23 CITIES & TOWNS, PAGE 36

TRACT NO. 1550

THE DUNES ON MONTEREY BAY

PHASE 2 EAST

A SUBDIVISION OF LOT 23 AS SHOWN ON "TRACT No. 1472, "NORTH AND WEST MARINA VILLAGE", FILED IN VOLUME 23 CITIES & TOWNS, PAGE 36, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AND CONTAINING 45.998 ACRES

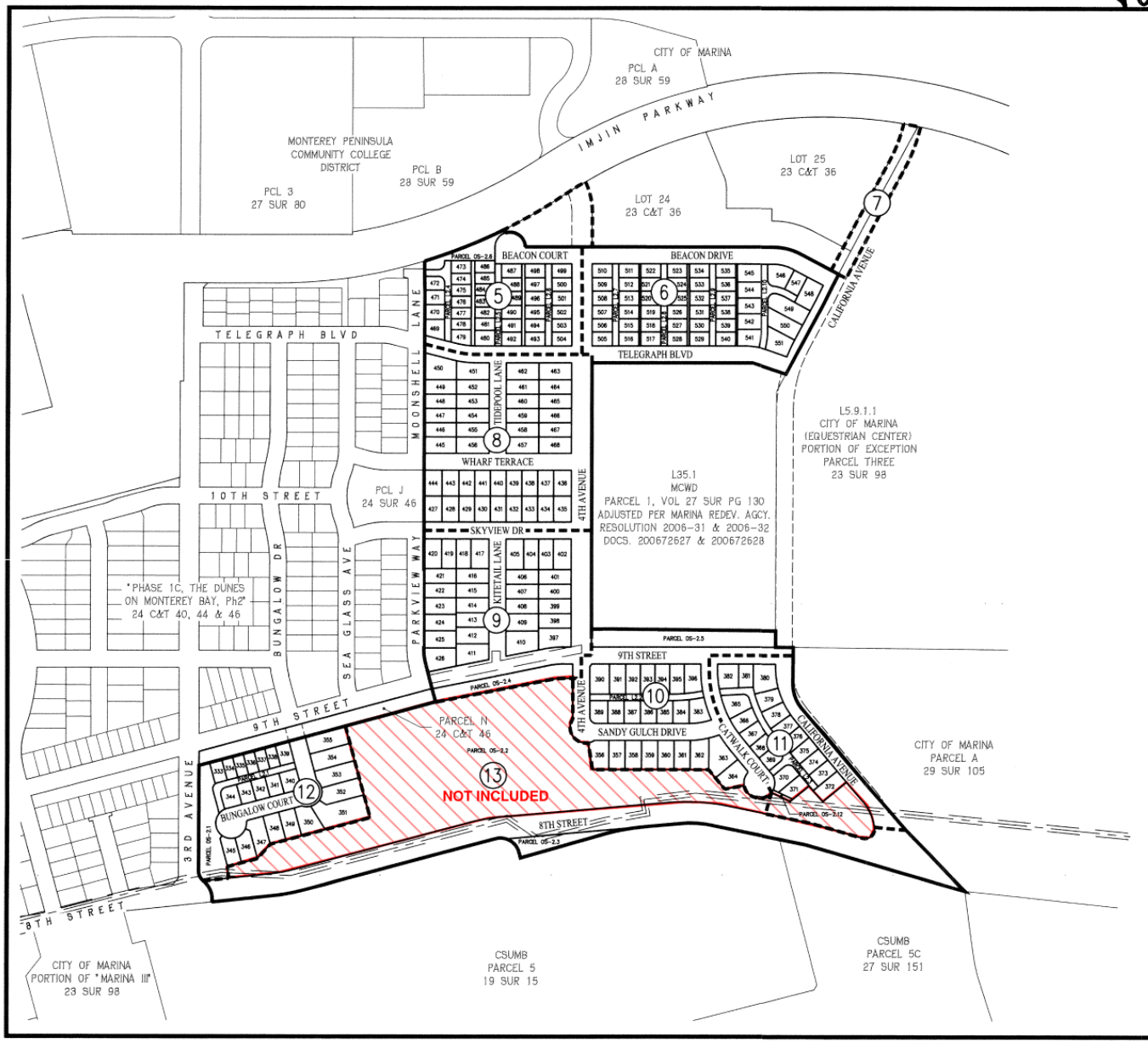
PREPARED BY:

WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 3 OF 13

Vol 24 C&T pg 73



LEGEND

———	SUBDIVISION BOUNDARY
———	PROPERTY LINE
- - - - -	EASEMENT LINE
—— – ——	CENTERLINE
----------	TIE LINE
	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
(M–CL)	MONUMENT TO CENTERLINE
◎	SET STANDARD STREET MONUMENT STAMPED LS 8002.
◉	FOUND STANDARD STREET MONUMENT STAMPED LS 9177 PER 24 C&T 46, EXCEPT WHERE OTHERWISE NOTED.
●	FOUND MONUMENT, AS NOTED.
AC	ACRES
(BD)	BOUNDARY
PCL	PARCEL
P.U.E.	PUBLIC UTILITIES EASEMENT
SDE	STORM DRAIN EASEMENT
SF	SQUARE FEET
(R1)	VOLUME 23 CITIES & TOWNS, PAGE 36
- - - -	SHEET BOUNDARY
(6)	SHEET NUMBER

NOTES:

1. ALL PROPERTY CORNERS AND ANGLE POINTS OF LOTS NOT ADJACENT TO THE STREET SHALL BE MONUMENTED WITH 3/4" IRON PIPE AND PLUG STAMPED LS 8002.
2. ALL CORNERS ADJACENT TO A STREET SHALL BE REFERENCED WITH A NAIL AND TAG LS 8002 IN THE TOP OF CURB ON THE LOT LINE PROJECTION. IF CURB DOES NOT EXIST, NOTE 1 APPLIES.

200 0 200 400

SCALE: 1" = 200'

TRACT NO. 1550

THE DUNES ON MONTEREY BAY

PHASE 2 EAST

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JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 4 OF 13

Vol 24 C&T PG 73

MONTEREY PENINSULA
COMMUNITY COLLEGE DISTRICT
PARCEL B
28 SUR 59

IMJIN PARKWAY

Δ=34°03'43" R=1500.00' L=891.74'

Δ=9°31'49" L=261.15'

Δ=17°13'35" R=1570.00' L=472.03'

Δ=7°41'45" L=210.88'

70'

S16°05'35"E(R)

S8°37'25"E(R)

N9°34'08"W 10.68'

Δ=107°32'51" R=46.00' L=86.34'

Δ=71°12'25" Δ=176°45'16" L=57.17'

N20°03'00"W(R)

S74°30'11"E(R)

N16°44'33"E 25.00'

N73°15'27"W 760.19'(T)

N73°15'27"W 173.33'

N73°15'27"W 219.33'

N73°15'27"W 234.33'

N16°44'33"E 10.12'

N16°44'33"E 51.00'

40.88'

SDE
PARCEL OS-2.6
10,016 SF

BEACON COURT

FUTURE 4TH AVENUE

CL FUTURE
62' WIDE ROW

LOT 24
VOL 23 C&T PG 36

Δ=1°49'37" L=47.83' R=1500'

Δ=0°08'23" L=3.66'

N15°21'10"W(R)

41.88'

Δ=8°05'03" L=28.22'

Δ=45°36'11" R=1430.00' L=1138.17'

Δ=42°58'42" L=1072.67' (CL-CL)

Δ=1°53'13" L=47.10'

R=200.00' Δ=32°59'48" L=115.19'

Δ=32°04'51" L=83.76'

N16°43'41"E 128.56'(M-M) 102.56'

26.00'

586.86'

52'

26'

26'

N73°16'19"W 154.28'

N16°43'41"E 8.04'

20.00'

61.50'

41.81'

C1

N73°16'19"W

4' P.U.E.

472
2,510 SF
N73°16'19"W 61.82

471
2,597 SF
N73°16'19"W 61.83'

470
2,783 SF
N73°16'19"W 61.84'

469
3,562 SF

473
2,399 SF

474
2,091 SF

475
2,091 SF

476
2,091 SF

477
2,091 SF

478
2,091 SF

479
2,777 SF

486
2,278 SF

485
2,091 SF

484
2,091 SF

483
2,091 SF

482
2,091 SF

481
2,337 SF

480
2,971 SF

EVAE & PUE

PARCEL L2.4
6,304 SF

PARCEL OS-2.7 – 2,923 SF

PARCEL L2.5
4,985 SF

PARCEL OS-2.8 – 2,451 SF

PARCEL L2.6
4,984 SF

487
2,597 SF

488
2,521 SF

489
2,522 SF

490
2,522 SF

491
2,522 SF

492
2,645 SF

498
2,596 SF

497
2,521 SF

496
2,522 SF

495
2,521 SF

494
2,521 SF

493
2,644 SF

499
2,594 SF

500
2,521 SF

501
2,521 SF

502
2,521 SF

503
2,521 SF

504
2,644 SF

N73°16'19"W 292.74'

N73°16'19"W 323.75'(T)

256.00'

62'

31'

31'

510
509
508
507
506
505

SEE SHEET 6

4TH AVENUE

N16°43'41"E 301.17'

PCL I

* PHASE 1C, THE DUNES
ON MONTEREY BAY, Ph2"
24 C&T 46

210
209
208
235
234

MOONSHELL LANE

N16°44'33"E 221.36'
N16°44'33"E 1201.85'(T)
227.82'

N16°41'49"E 368.30'

TELEGRAPH BLVD

63.74'
N59°17'47"W 106.78'
20.61'
22.43'
S20°24'19"W(R)
49.90'
C2
R=224.00' L=54.64'
Δ=13°58'32"
C3
S17°31'04"W(R)
Δ=0°47'23"
L=3.09'
58.41'
48.30'
48.32'
N59°17'47"W 127.11'(M-M)
100.32'
Δ=13°58'32"
R=250.00' L=60.98'
67.75'
26.79'
53.58'

TELEGRAPH BOULEVARD

450
451
SEE SHEET 8
462
463

LEGEND

———	SUBDIVISION BOUNDARY
———	PROPERTY LINE
- - - - - -	EASEMENT LINE
—— – ——	CENTERLINE
----------	TIE LINE
	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-CL)	MONUMENT TO CENTERLINE
◉	SET STANDARD STREET MONUMENT STAMPED LS 8002.
◉	FOUND STANDARD STREET MONUMENT STAMPED LS 9177 PER 24 C&T 46, EXCEPT WHERE OTHERWISE NOTED.
●	FOUND MONUMENT, AS NOTED.
AC	ACRES
(BD)	BOUNDARY
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PCL	PARCEL
P.U.E.	PUBLIC UTILITIES EASEMENT
SDE	STORM DRAIN EASEMENT
SF	SQUARE FEET
WE	WALKWAY EASEMENT
(R1)	VOLUME 23 CITIES & TOWNS, PAGE 36

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	90°00'00"	20.00'	31.42'
C2	10°17'53"	224.00'	40.26'
C3	2°53'15"	224.00'	11.29'

NOTE: SEE SHEET 3 OF 13 FOR OVERALL PERIMETER BOUNDARY INFORMATION.

WHITSON ENGINEERS

40 0 40 80

SCALE: 1" = 40'

TRACT NO. 1550

THE DUNES ON MONTEREY BAY

PHASE 2 EAST

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WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 5 OF 13

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CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	5°04'20"	226.00'	20.01'
C2	81°41'33"	20.00'	28.52'
C3	12°46'21"	160.00'	35.67'
C4	6°44'04"	160.00'	18.81'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C5	15°17'51"	140.00'	37.38'
C6	102°31'01"	20.00'	35.79'
C7	19°30'25"	160.00'	54.48'
C8	10°04'44"	450.00'	79.16'

SEE SHEET 7

SEE SHEET 5

SEE SHEET 8

FUTURE 4TH AVENUE

CL FUTURE 62' WIDE RIGHT-OF-WAY

4TH AVENUE

CALIFORNIA AVENUE

BEACON DRIVE

TELEGRAPH BOULEVARD

LOT 24
VOL 23 C&T PG 36

LOT 25
VOL 23 C&T PG 36

PARCEL OS-2.9
1,412 SF

PARCEL OS-2.10
1,744 SF

PARCEL OS-2.11
1,370 SF

PARCEL L2.7
4,983 SF

PARCEL L2.8
4,982 SF

PARCEL L2.9
4,981 SF

PARCEL L2.10
7,180 SF

L5.9.1.1
CITY OF MARINA
(EQUESTRIAN CENTER)
PORTION OF EXCEPTION
PARCEL THREE
23 SUR 98

FUTURE 52' WIDE RIGHT-OF-WAY

FUTURE 26' WIDE ROW

FOUND REBAR & CAP, "LS 7309"

FOUND REBAR & BROKEN CAP, "LS 7309"

BASIS OF BEARINGS
N16°43'41"E 881.17'
826.03'

L35.1
MCWD
PARCEL 1, VOL 27 SUR PG 130
ADJUSTED PER MARINA REDEV. AGCY.
RESOLUTION 2006-31 & 2006-32
DOCS. 200672627 & 200672628

NOTE: SEE SHEET 3 OF 13 FOR OVERALL PERIMETER BOUNDARY INFORMATION.

LEGEND

———	SUBDIVISION BOUNDARY
———	PROPERTY LINE
- - - - -	EASEMENT LINE
—— – ——	CENTERLINE
----------	TIE LINE
.....	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
(M–CL)	MONUMENT TO CENTERLINE
(R1)	VOLUME 23 CITIES & TOWNS, PAGE 36
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◉	FOUND STANDARD STREET MONUMENT STAMPED LS 9177, PER 24 C&T 46, EXCEPT WHERE OTHERWISE NOTED.
●	FOUND MONUMENT, AS NOTED.
AC	ACRES
(BD)	BOUNDARY
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PCL	PARCEL
P.U.E.	PUBLIC UTILITIES EASEMENT
SDE	STORM DRAIN EASEMENT
SF	SQUARE FEET
WE	WALKWAY EASEMENT

SCALE: 1" = 40'

TRACT NO. 1550

THE DUNES ON MONTEREY BAY

PHASE 2 EAST

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JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 6 OF 13

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IMJIN PARKWAY

Δ=45°36'11" R=1430.00' L=1138.17'
Δ=42°58'42" L=1072.67' (CL-CL)

N27°33'18"E 54.97'

C3
C2
C1

Δ=16°59'15" R=500.00' L=148.25'
125.25'

CL FUTURE 52' WIDE RIGHT-OF-WAY

LOT 25
VOL 23 C&T PG 36

52'

N44°32'33"E 516.68'

379.78'

L5.9.1.1
CITY OF MARINA
(EQUESTRIAN CENTER)
PORTION OF EXCEPTION
PARCEL THREE
23 SUR 98

LOT 24
VOL 23 C&T PG 36

Δ=27°48'00"
R=186.00' L=90.25'

Δ=27°48'00"
R=160.00' L=77.63'

52'
26'
26'

N45°27'27"W 130.77'

N45°27'27"W 130.77'

BEACON DRIVE

CALIFORNIA AVENUE

28.00'

N44°32'33"E 345.13'

SEE SHEET 6

546
547
548

PARCEL L2.10

EVAE & PUE

SEE SHEET 6

LEGEND

———	SUBDIVISION BOUNDARY
———	PROPERTY LINE
- - - - -	EASEMENT LINE
—— – ——	CENTERLINE
----------	TIE LINE
	RELINQUISHMENT OF ABUTTERS RIGHTS
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SDE	STORM DRAIN EASEMENT
SF	SQUARE FEET
WE	WALKWAY EASEMENT
(R1)	VOLUME 23 CITIES & TOWNS, PAGE 36

NOTE: SEE SHEET 3 OF 13 FOR OVERALL PERIMETER BOUNDARY INFORMATION.

WHITSON ENGINEERS

40 0 40 80
SCALE: 1" = 40'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	0°44'15"	1430.00'	18.41'
C2	15°15'52"	500.00'	133.21'
C3	1°43'23"	500.00'	15.04'

TRACT NO. 1550

THE DUNES ON MONTEREY BAY

PHASE 2 EAST

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JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 7 OF 13

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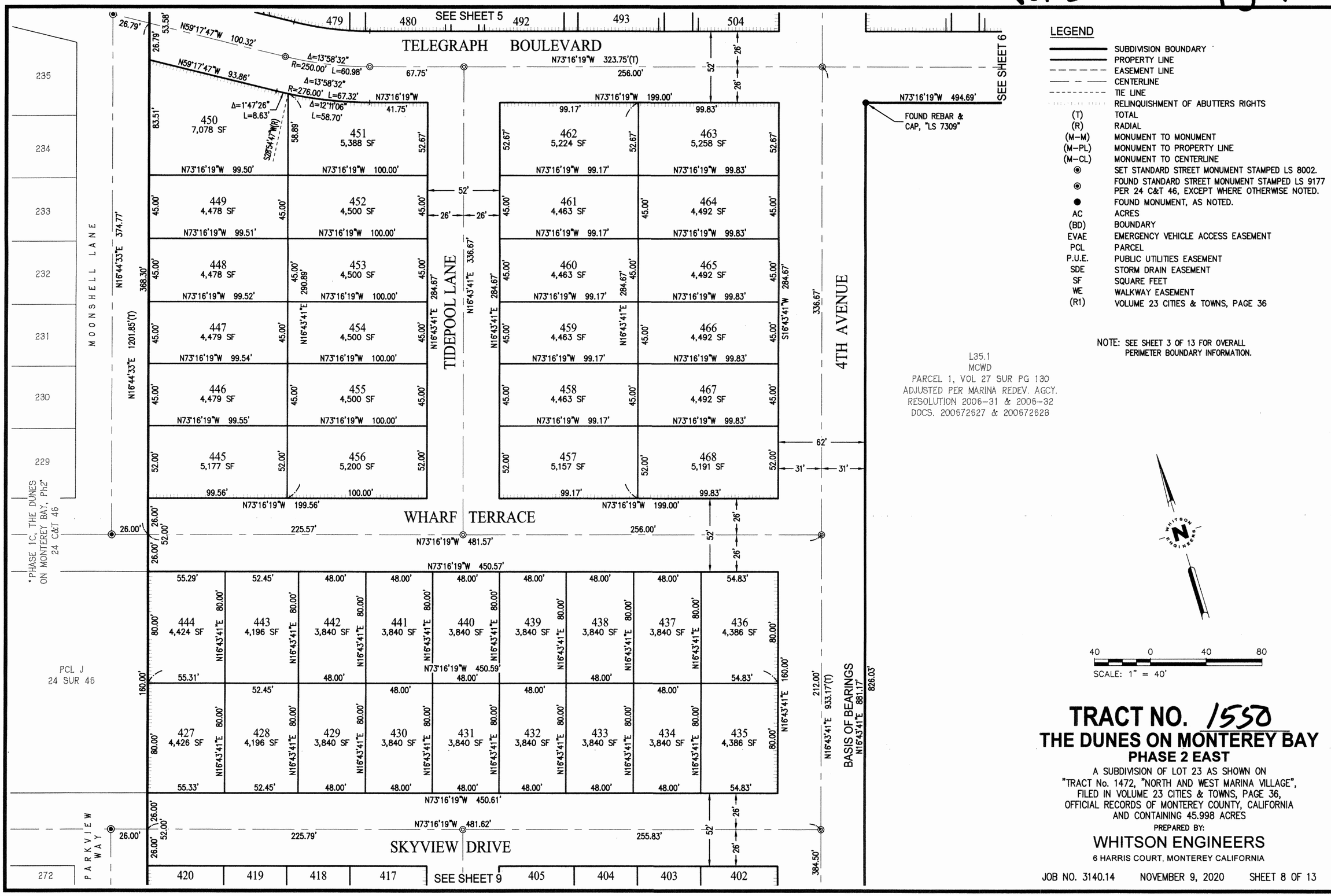

LEGEND

———	SUBDIVISION BOUNDARY
———	PROPERTY LINE
- - - - -	EASEMENT LINE
—— – ——	CENTERLINE
----------	TIE LINE
	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
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P.U.E.	PUBLIC UTILITIES EASEMENT
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SF	SQUARE FEET
WE	WALKWAY EASEMENT
(R1)	VOLUME 23 CITIES & TOWNS, PAGE 36

NOTE: SEE SHEET 3 OF 13 FOR OVERALL PERIMETER BOUNDARY INFORMATION.

40 0 40 80
SCALE: 1" = 40'

TRACT NO. 1550

THE DUNES ON MONTEREY BAY

PHASE 2 EAST

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6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 8 OF 13

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SEE SHEET 8

427 | 428 | 429 | 430 | 431 | 432 | 433 | 434 | 435

SKYVIEW DRIVE

N73°16'19"W 481.62'

26.00' | 26.00' | 52.00' | 225.79' | 26' | 52' | 26' | 255.83' | 212.00'

N73°16'19"W 199.80' | N73°16'19"W 198.83'

BASIS OF BEARINGS N16°43'41"E 881.17'

826.03'

272 | 271 | 270 | 269 | 268 | 267 | 266 | 265 | 264

"PHASE 1C, THE DUNES ON MONTEREY BAY, Ph2" 24 C&T 46

PARKVIEW WAY

N16°44'33"E 1201.85'(T) | 369.80' | N16°44'33"E 369.80'

54.80'	45.00'	45.00'	55.00'		54.00'	45.00'	45.00'	54.83'
420 5,001 SF	419 4,107 SF	418 4,107 SF	417 5,019 SF		405 5,100 SF	404 4,250 SF	403 4,250 SF	402 5,178 SF
N16°43'41"E 91.26'	N16°43'41"E 91.26'	N16°43'41"E 91.26'	91.26'		94.44'	N16°43'41"E 94.44'	N16°43'41"E 94.44'	N16°43'41"E 94.44'
54.82'	45.00'	45.00'	55.00'		54.00'	45.00'	45.00'	54.83'
N73°16'19"W 99.82'		N73°16'19"W 100.00'			N73°16'19"W 99.00'		N73°16'19"W 99.83'	
421 4,492 SF		416 4,500 SF			406 4,455 SF		401 4,492 SF	
45.00'		45.00'			45.00'		45.00'	
N73°16'19"W 99.83'		N73°16'19"W 100.00'			N73°16'19"W 99.00'		N73°16'19"W 99.83'	
422 4,493 SF		415 4,500 SF			407 4,455 SF		400 4,492 SF	
45.00'		45.00'			45.00'		45.00'	
N73°16'19"W 99.84'		N73°16'19"W 100.00'			N73°16'19"W 99.00'		N73°16'19"W 99.83'	
423 4,992 SF		414 4,500 SF			408 4,455 SF		399 4,492 SF	
50.00'	50.00'	45.00'			45.00'		45.00'	
N73°16'19"W 99.85'	299.57'	N73°16'19"W 100.00'			N73°16'19"W 99.00'	247.27'	N73°16'19"W 99.83'	
424 5,093 SF	N16°43'41"E 51.00'	413 4,500 SF	45.00'		409 5,346 SF	N16°43'41"E 54.00'	398 4,492 SF	45.00'
51.00'		N73°16'19"W 100.00'			N73°16'19"W 99.00'		N73°16'19"W 99.83'	
N73°16'19"W 99.87'								
425 5,293 SF	53.00'	412 5,100 SF	51.00'		410 6,728 SF	77.64'	397 6,045 SF	58.27' 58.06'
53.00'		N73°16'19"W 100.00'						
N73°16'19"W 99.88'								
426 6,231 SF	55.57'	411 5,878 SF	68.57' 49.00'					

8.545'

Δ=15°04'33" R=150.00' L=39.47'

Δ=5°04'33" R=176.00' L=46.31'

N1°40'00"E 51.16'

26.12'

52.126'

26.06'

119.13'

42.10'

N1°40'00"E 26.06'

Δ=3°59'21" R=300.00' L=20.89'

N84°20'39"W 5.13'

9TH STREET

N84°20'39"W 191.51'

89.61'

101.90'

211.10'

N84°20'39"W 359.92'

N84°20'39"W 358.11'

N84°20'39"W 355.18'

26' | 52' | 26'

25' WIDE P.U.E. PER DOC# 2020017975, TO BE ABANDONED PER THIS MAP

PUE

PARCEL OS-2.4 18,131 SF

PARCEL N 24 C&T 46

N88°20'00"W 755.15'

1.216'

SEE DETAIL A

PARCEL OS-2.2 8.96 AC

SEE SHEET 12

SEE SHEET 13

KITETAIL LANE

N16°43'41"E 418.66' | 371.26' | N16°43'41"E 361.08'

52' | 26' | 26'

62' | 31' | 31'

N16°43'41"E 384.50' | 332.50' | 933.17'(T)

4TH AVENUE

N16°43'41"E 122.06' | 164.06' | 186.00'

Δ=11°04'20" R=326.00' L=63.00' N73°16'19"W 16.36' 21.17'

Δ=11°04'20" R=300.00' L=57.97' N73°16'19"W 52.17'

Δ=11°04'20" R=274.00' L=52.95' N73°16'19"W 26.17' 42.00'

Δ=11°04'20" R=232.00' L=44.83' N73°16'19"W 26.17'

9TH STREET

FOUND REBAR & CAP, "LS 7309"

Δ=1°50'07" R=2050.00' L=65.66'

PARCEL OS-2.5 PUE

55.14'

4TH AVENUE

390 | 391

PARCEL L2 EVAE & PUE

389 | 388

SEE SHEET 10

DETAIL A 1" = 10'

N88°20'00"W 755.15' | N1°40'00"E 1.216' | N1°40'00"E 42.10' | N84°20'39"W 355.18'

L35.1
MCWD
PARCEL 1, VOL 27 SUR PG 130
ADJUSTED PER MARINA REDEV. AGCY. RESOLUTION 2006-31 & 2006-32
DOCS. 200672627 & 200672628

LEGEND

———	SUBDIVISION BOUNDARY
———	PROPERTY LINE
- - - -	EASEMENT LINE
— - —	CENTERLINE
----------	TIE LINE
.....	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
(M–CL)	MONUMENT TO CENTERLINE
◉	SET STANDARD STREET MONUMENT STAMPED LS 8002.
◉	FOUND STANDARD STREET MONUMENT STAMPED LS 9177 PER 24 C&T 46, EXCEPT WHERE OTHERWISE NOTED.
●	FOUND MONUMENT, AS NOTED.
AC	ACRES
(BD)	BOUNDARY
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PCL	PARCEL
P.U.E.	PUBLIC UTILITIES EASEMENT
SDE	STORM DRAIN EASEMENT
SF	SQUARE FEET
WE	WALKWAY EASEMENT
(R1)	VOLUME 23 CITIES & TOWNS, PAGE 36

NOTE: SEE SHEET 3 OF 13 FOR OVERALL PERIMETER BOUNDARY INFORMATION.

WHITSON ENGINEERS

40 0 40 80

SCALE: 1" = 40'

TRACT NO. 1550

THE DUNES ON MONTEREY BAY

PHASE 2 EAST

A SUBDIVISION OF LOT 23 AS SHOWN ON "TRACT No. 1472, "NORTH AND WEST MARINA VILLAGE", FILED IN VOLUME 23 CITIES & TOWNS, PAGE 36, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AND CONTAINING 45.998 ACRES

PREPARED BY:

WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 9 OF 13

Vol 24 C&T pg 73

SEE SHEET 9

4TH AVENUE

L35.1
MCWD
PARCEL 1, VOL 27 SUR PG 130
ADJUSTED PER MARINA REDEV. AGCY.
RESOLUTION 2006-31 & 2006-32
DOCS. 200672627 & 200672628

826.03'
FOUND REBAR & CAP, "LS 7309"
Δ=1°50'07"
R=2050.00' L=65.66'
N72°39'23"W 501.61'
FOUND 3/4"IRON PIPE W/ PLUG, "RCE 15310"
N16°43'41"E 55.14'
N15°30'30"E(R)
PARCEL OS-2.5
30,121 SF
PUE
N16°51'19"E 50.10'
CALIFORNIA AVENUE
N73°16'19"W 567.13'
N72°39'23"W 54.42'
26.00'
28.42'

9TH STREET
52'
26'
26'
N73°16'19"W 624.07'(T)
393.06'
231.01'
N16°43'41"E 41.53'

SEE SHEET 11

N73°16'19"W 335.01'
53.95'
N53°47'19"E 10.03'
50.00'
45.00'
45.00'
45.00'
45.00'
51.06'
N16°43'41"E 15.53'
PCL OS 2.4
42.00'
52'
122.06'
N16°43'41"E 164.06'
N16°43'41"E 186.00'
N16°43'41"E 151.99'
4TH AVENUE
390 5,376 SF
391 4,500 SF
392 4,050 SF
393 4,050 SF
394 4,050 SF
395 4,025 SF
396 4,474 SF
81.99'
88.27'
90.00'
N16°43'41"E
S15°54'39"W(R)
3.01'
Δ=4°49'02"
L=42.04'
Δ=24°01'34"
R=376.00'
L=6.97'
S5°20'57"W(R)
Δ=6°33'43"
L=57.26'
N83°10'19"W(R)
N86°13'12"W(R)
4' P.U.E.
60.00'
50.00'
45.00'
45.00'
45.00'
EVAE & PUE
20.00'
N73°16'19"W 248.01'
PARCEL L2.2
6,984 SF
Δ=11°22'44" R=500.00 L=99.30'
C3
Δ=11°22'50" R=520.00 L=103.29'
Δ=5°05'20" L=46.19'
Δ=5°31'19" L=50.11'
Δ=11°04'41" L=157.67'
Δ=39°44'46" R=350.00' L=242.80'
Δ=28°27'32" L=173.85'
S17°37'02"E(R)
S82°42'07"W(R)
382
381
380
365
366
367
368
369
370
371
SEE SHEET 11
55.00'
50.00'
50.00'
50.00'
43.01'
4' P.U.E.
Δ=0°46'12" L=6.99'
S15°57'29"W(R)
389 3,764 SF
388 3,500 SF
387 3,500 SF
386 3,500 SF
385 3,500 SF
384 3,559 SF
383 4,187 SF
70.00'
70.05'
73.12'
N16°43'41"E
S16°15'06"W(R)
Δ=0°28'36" L=1.86'
Δ=17°52'07" L=69.86'
R=224.00' L=71.72'
Δ=18°20'43"
S82°42'07"W(R)
35.00'
50.00'
50.00'
50.00'
50.00'
48.14'
N73°16'19"W 283.14'
C1
C2
Δ=90°00'00" R=46.00' L=72.26'
N73°16'19"W 283.14'
Δ=25°08'35" R=250.00' L=109.71'
S74°40'44"W(R)
SANDY GULCH DRIVE
52'
26'
Δ=152°58'59" R=47.50' L=126.83'
Δ=330°57'50" L=108.29'
N73°16'19"W 287.20'
Δ=20°11'03" R=276.00' L=97.23'
Δ=12°03'47" L=58.11'
Δ=7°03'05" L=33.97'
Δ=1°04'11" L=5.15'
Δ=1°17'14" L=68.95'
Δ=7°41'49" R=576.00' L=50.51'
S3°35'43"W(R)
S3°27'22"E(R)
42.35'
50.00'
50.00'
50.00'
50.00'
50.00'
44.85'
97.22'
90.00'
90.05'
N16°43'41"E
S15°39'30"W(R)
356 5,061 SF
357 4,500 SF
358 4,500 SF
359 4,500 SF
360 4,500 SF
361 4,500 SF
362 5,330 SF
363 7,254 SF
Δ=22°21'29" L=18.54'
N7°35'40"E(R) 83.64'
50.00'
50.00'
50.00'
50.00'
50.00'
50.00'
57.56'
N73°16'19"W 357.56'
CATWALK COURT
N23°01'05"W 142.33'
N23°01'05"W 88.05'
44.05'
32.97'
N23°01'05"W 77.97'
45.00'
N66°58'55"E 90.00'
364 5,341 SF
Δ=48°24'25" L=40.13'
N66°58'55"E 21.50'
N83°36'24"W(R) 60.98'
Δ=79°42'51"
Δ=257°49'07" R=47.50' L=213.74'
C5
Δ=131°35'58" L=109.10'
PARCEL OS-2.12
CENTERLINE OF 20' WIDE PUE
N28°25'00"E 44.31'
CL OF 20'WIDE GAS ESMT PER R 3506 PG 1533
PARCEL OS-2.2
8.96 AC
SEE SHEET 13

NOTE: SEE SHEET 3 OF 13 FOR OVERALL PERIMETER BOUNDARY INFORMATION.

LEGEND

———	SUBDIVISION BOUNDARY
———	PROPERTY LINE
- - - -	EASEMENT LINE
—— — ——	CENTERLINE
----------	TIE LINE
	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-CL)	MONUMENT TO CENTERLINE
◉	SET STANDARD STREET MONUMENT STAMPED LS 8002.
◉	FOUND STANDARD STREET MONUMENT STAMPED LS 9177 PER 24 C&T 46, EXCEPT WHERE OTHERWISE NOTED.
●	FOUND MONUMENT, AS NOTED.
AC	ACRES
(BD)	BOUNDARY
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PCL	PARCEL
P.U.E.	PUBLIC UTILITIES EASEMENT
SDE	STORM DRAIN EASEMENT
SF	SQUARE FEET
WE	WALKWAY EASEMENT
(R1)	VOLUME 23 CITIES & TOWNS, PAGE 36

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	31°29'30"	7.00'	3.85'
C2	90°00'00"	20.00'	31.42'
C3	3°02'53"	376.00'	20.00'
C4	77°49'07"	7.00'	9.51'
C5	51°53'07"	47.50'	43.01'

WHITSON ENGINEERS

40 0 40 80
SCALE: 1" = 40'

TRACT NO. 1530

THE DUNES ON MONTEREY BAY

PHASE 2 EAST

A SUBDIVISION OF LOT 23 AS SHOWN ON "TRACT No. 1472, "NORTH AND WEST MARINA VILLAGE", FILED IN VOLUME 23 CITIES & TOWNS, PAGE 36, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AND CONTAINING 45.998 ACRES

PREPARED BY:

WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 10 OF 13

Vol 24 C&T PG 73

SEE SHEET 10

9TH STREET

N72°39'23"W 54.42'

L5.9.1.1 CITY OF MARINA (EQUESTRIAN CENTER)

PORTION OF EXCEPTION PARCEL THREE 23 SUR 98

N73°16'19"W 624.07'

393.06'

52'

26'

231.01'

25.72'

58.08'

N16°43'41"E 41.53'

N73°16'19"W 178.96'

32.36'

N16°51'19"E 106.94'

N17°18'43"E

64.89'

N16°43'41"E 15.53'

45.00'

69.07'

N16°51'19"E 6.30'

382 4,586 SF

381 3,130 SF

380 5,780 SF

396

Δ=10°08'52" L=58.42'

N83°36'11"W(R) 59.63'

N16°47'34"E 70.68'

N16°47'34"E 68.45'

4' P.U.E.

45.06'

N84°09'45"W(R)

Δ=3°48'18" L=21.65'

Δ=14°49'22" L=64.94'

Δ=39°52'24" R=251.00' L=174.68'

Δ=39°52'24" R=225.00' L=156.56'

Δ=43°05'11" R=120.00' L=90.24'

N25°43'07"W 100.62'

N76°06'36"W 104.69'

N76°06'36"W 68.37'

C6

C1

N87°58'03"W(R) 75.00'

Δ=10°17'09" L=45.06'

Δ=28°27'32" L=173.85'

Δ=39°44'46" R=350.00' L=242.80'

Δ=39°44'46" R=324.00' L=224.75'

Δ=15°49'33" L=78.18'

N87°11'15"W(R)

4' P.U.E.

365 4,826 SF

379 3,884 SF

Δ=4°27'18" L=26.90'

Δ=23°22'18" R=326.00' L=164.18'

Δ=28°51'20" R=348.00' L=175.21'

Δ=10°17'09" L=58.525'

N81°44'47"E(R) 75.00'

Δ=10°17'09" L=45.06'

383

S85°53'56"W(R) 78.31'

N78°59'13"E(R) 78.31'

366 3,682 SF

Δ=7°27'25" L=45.03'

4' P.U.E.

378 3,884 SF

Δ=10°17'09" L=58.525'

SANDY GULCH DRIVE

Δ=9°23'19" L=53.09'

S78°26'31"W(R)

S69°35'55"W(R) 71.91'

Δ=7°31'30" L=45.44'

N71°27'36"E(R) 75.00'

C8

25.39'

377 3,596 SF

N72°39'39"E

367 3,331 SF

S70°55'01"W(R)

C2

65.82'

PARCEL L23 10,736 SF

EVAE & PUE

N66°58'55"E 75.00'

45.00'

376 3,375 SF

Δ=11°17'14" L=68.95'

37.33'

368 2,931 SF

N66°58'55"E 65.00'

N23°01'05"W 51.26'

30.00'

375 3,375 SF

CATWALK COURT

N23°01'05"W 142.33'

4' P.U.E.

369 3,164 SF

C3

45.00'

374 3,375 SF

363

SEE SHEET 10

364

N66°58'55"E 50.00'

10.00'

46.06'

C4

N66°58'55"E

N79°08'07"E(R)

4' P.U.E.

370 3,904 SF

N66°58'55"E 85.36'

N23°01'05"W 205.39'

N23°01'05"W 94.14'

373 3,375 SF

372 4,275 SF

N66°58'55"E 95.00'

20.00'

64.14'

21.50' N66°58'55"E

Δ=53°30'12" L=44.36'

18.35'

371 3,383 SF

10.98'

49.39'

65.00'

N66°58'55"E 75.98'

Δ=79°42'51" L=66.09'

Δ=257°49'07" R=47.50' L=213.74'

Δ=57°53'07" L=43.01'

S35°12'21"E(R)

N47°21'33"W(R) 67.74'

N47°21'33"W 64.29'

CALIFORNIA AVENUE

N23°01'05"W 325.73'

FUTURE CALIFORNIA AVE ROW

SEE SHEET 3 FOR SUBDIVISION BOUNDARY DATA

18'

44'

26'

26'

N23°01'05"W 387.29'

75.34'

CITY OF MARINA PARCEL A 29 SUR 105

FOUND REBAR & CAP, BENT. (NOT HELD)

FOUND REBAR & CAP, "LS 5321"

CENTERLINE OF 20' WIDE PUE N28°25'00"E 44.31'

PUE

PARCEL OS-2.12 658 SF

PARCEL OS-2.2 8.96 AC

91.24'

N61°35'00"W 238.43'

147.19'

31'

69'

38'

Δ=4°44'41" R=631.00' L=52.25'

N56°50'19"W 135.28'

Δ=4°44'41" R=600.00' L=49.69'

CL OF 20'WIDE GAS ESMT PER R 3506 PG 1533

R=174.00' Δ=30°17'30" L=91.99'

Δ=115°53'16" R=30.00' L=60.68'

Δ=35°38'35" R=200.00' L=194.23'

SEE SHEET 13

N61°35'00"W 238.43'

SEE SHEET 13

8TH STREET

CSUMB PARCEL 5 19 SUR 15

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	76°27'50"	20.00'	26.69'
C2	3°56'06"	346.00'	23.76'
C3	90°00'00"	20.00'	31.42'
C4	12°09'12"	47.50'	10.08'
C5	2°36'58"	324.00'	14.79'
C6	3°35'04"	324.00'	20.27'
C7	4°28'43"	326.00'	25.48'
C8	4°28'43"	251.00'	19.62'
C9	12°09'12"	47.50'	10.08'

LEGEND

	SUBDIVISION BOUNDARY
	PROPERTY LINE
- - - - -	EASEMENT LINE
— - —	CENTERLINE
----------	TIE LINE
.....	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-CL)	MONUMENT TO CENTERLINE
◉	SET STANDARD STREET MONUMENT STAMPED LS 8002.
◉	FOUND STANDARD STREET MONUMENT STAMPED LS 9177 PER 24 C&T 46, EXCEPT WHERE OTHERWISE NOTED.
●	FOUND MONUMENT, AS NOTED.
AC	ACRES
(BD)	BOUNDARY
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PCL	PARCEL
P.U.E.	PUBLIC UTILITIES EASEMENT
SDE	STORM DRAIN EASEMENT
SF	SQUARE FEET
WE	WALKWAY EASEMENT
(R1)	VOLUME 23 CITIES & TOWNS, PAGE 36

NOTE: SEE SHEET 3 OF 13 FOR OVERALL PERIMETER BOUNDARY INFORMATION.

WHITSON ENGINEERS

40 0 40 80

SCALE: 1" = 40'

TRACT NO. 1550

THE DUNES ON MONTEREY BAY

PHASE 2 EAST

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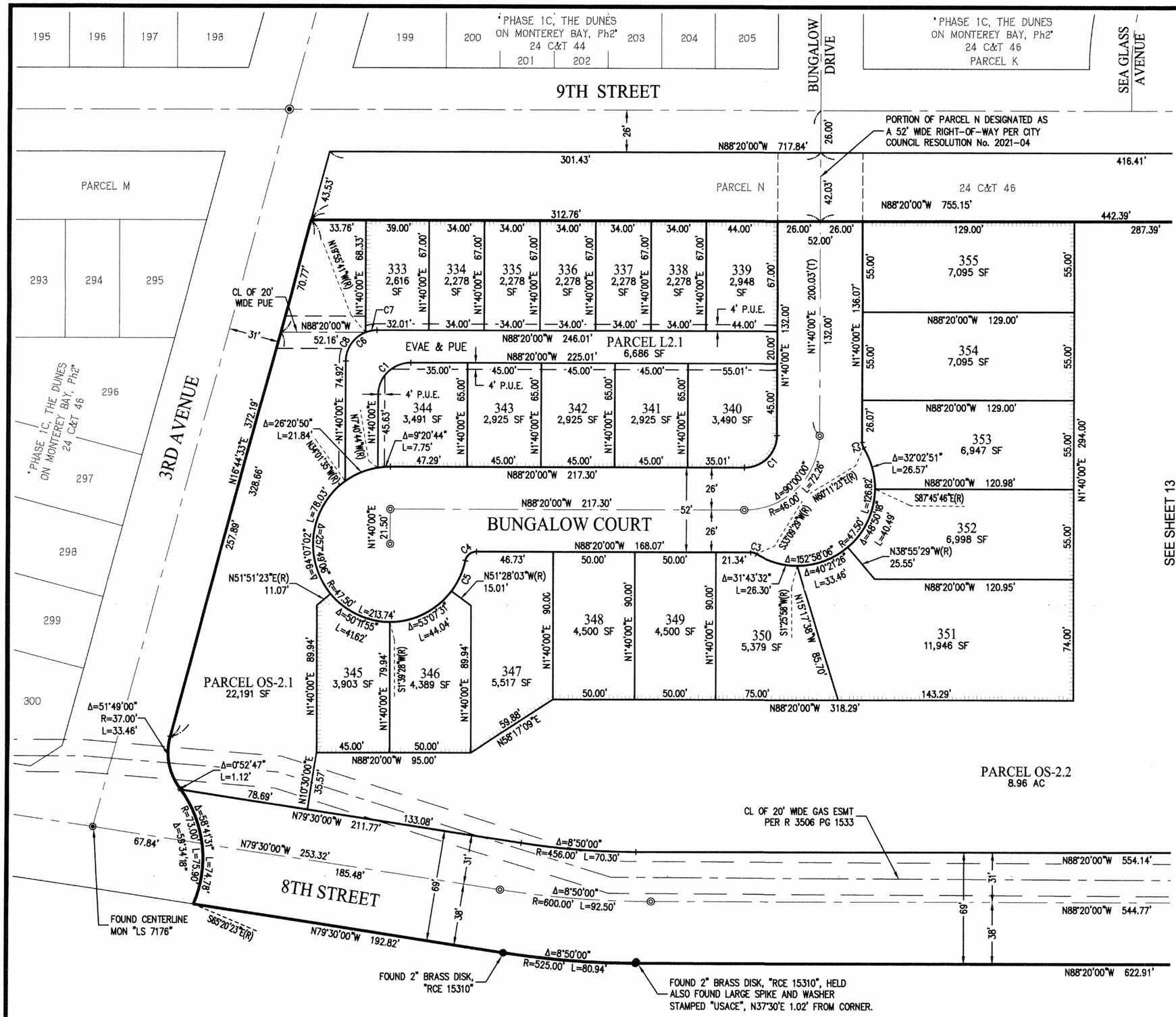
PREPARED BY:

WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 11 OF 13

Vol 24 C&T Pg 73



LEGEND

———	SUBDIVISION BOUNDARY
———	PROPERTY LINE
- - - - -	EASEMENT LINE
—— – ——	CENTERLINE
----------	TIE LINE
	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
(M–CL)	MONUMENT TO CENTERLINE
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⊙	FOUND STANDARD STREET MONUMENT STAMPED LS 9177 PER 24 C&T 46, EXCEPT WHERE OTHERWISE NOTED.
●	FOUND MONUMENT, AS NOTED.
AC	ACRES
(BD)	BOUNDARY
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PCL	PARCEL
P.U.E.	PUBLIC UTILITIES EASEMENT
SDE	STORM DRAIN EASEMENT
SF	SQUARE FEET
WE	WALKWAY EASEMENT
(R1)	VOLUME 23 CITIES & TOWNS, PAGE 36

NOTE: SEE SHEET 3 OF 13 FOR OVERALL PERIMETER BOUNDARY INFORMATION.

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	90°00'00"	20.00'	31.42'
C2	31°28'37"	7.00'	3.85'
C3	31°29'30"	7.00'	3.85'
C4	77°49'07"	7.00'	9.51'
C5	24°41'04"	47.50'	20.46'
C6	90°00'00"	19.00'	29.845'
C7	21°35'40"	19.00'	7.16'
C8	68°24'20"	19.00'	22.68'

TRACT NO. 1550

THE DUNES ON MONTEREY BAY

PHASE 2 EAST

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WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 12 OF 13

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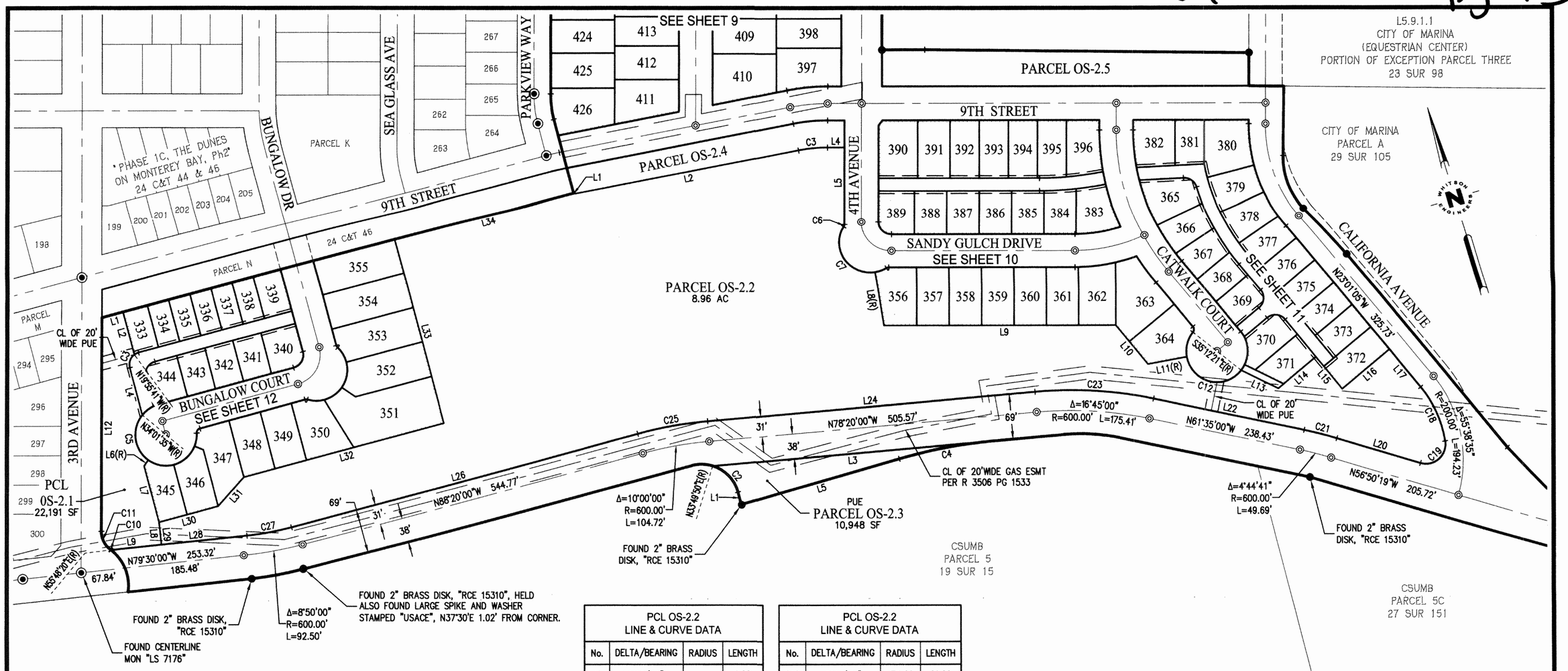

LEGEND

———	SUBDIVISION BOUNDARY
———	PROPERTY LINE
- - - - - - -	EASEMENT LINE
—— – ——	CENTERLINE
----------	TIE LINE
	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
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(M–M)	MONUMENT TO MONUMENT
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AC	ACRES
(BD)	BOUNDARY
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PCL	PARCEL
P.U.E.	PUBLIC UTILITIES EASEMENT
SDE	STORM DRAIN EASEMENT
SF	SQUARE FEET
WE	WALKWAY EASEMENT
(R1)	VOLUME 23 CITIES & TOWNS, PAGE 36

PCL OS-2.1
LINE & CURVE DATA

No.	DELTA/BEARING	RADIUS	LENGTH
L1	N88°20'00"W		33.76
L2	N01°40'00"E		68.33
C3	68°24'20"	19.00	22.68
L4	N01°40'00"E		74.92
C5	94°07'02"	47.50	78.03
L6	N51°51'23"E		11.07
L7	N01°40'00"E		89.94
L8	N10°30'00"E		35.57
L9	N79°30'00"W		78.69
C10	0°52'47"	73.00	1.12
C11	51°49'00"	37.00	33.46
L12	N16°44'33"E		328.66

PCL OS-2.2
LINE & CURVE DATA

No.	DELTA/BEARING	RADIUS	LENGTH
L1	S01°40'00"W		1.22
L2	S84°20'39"E		355.18
C3	11°04'20"	232.00	44.83
L4	S73°16'19"E		26.17
L5	S16°43'41"W		122.06
C6	31°29'30"	7.00	3.85
C7	130°37'30"	47.50	108.29
L8	S07°35'40"W		83.64
L9	S73°16'19"E		357.56
L10	S23°01'05"E		77.97
L11	S83°36'24"E		60.98
C12	131°35'58"	47.50	109.10
L13	S47°21'33"E		64.29
L14	N66°58'55"E		75.98
L15	S23°01'05"E		64.14
L16	N66°58'55"E		95.00
L17	S23°01'05"E		75.34

PCL OS-2.2
LINE & CURVE DATA

No.	DELTA/BEARING	RADIUS	LENGTH
C18	30°17'30"	174.00	91.99
C19	115°53'16"	30.00	60.68
L20	N56°50'19"W		135.28
C21	4°44'41"	631.00	52.25
L22	N61°35'00"W		238.43
C23	16°45'00"	631.00	184.47
L24	N78°20'00"W		505.57
C25	10°00'00"	631.00	110.13
L26	N88°20'00"W		554.14
C27	8°50'00"	456.00	70.30
L28	N79°30'00"W		133.08
L29	N10°30'00"E		35.57
L30	S88°20'00"E		95.00
L31	N58°17'09"E		59.88
L32	S88°20'00"E		318.29
L33	N01°40'00"E		294.00
L34	S88°20'00"E		287.39

PCL OS-2.3
LINE & CURVE DATA

No.	DELTA/BEARING	RADIUS	LENGTH
L1	N01°40'00"E		19.79
C2	57°50'10"	58.00	58.55
L3	S78°20'00"E		431.81
C4	11°10'00"	750.00	146.17
L5	N89°30'00"W		252.67

NOTE: SEE SHEET 3 OF 13 FOR OVERALL PERIMETER BOUNDARY INFORMATION.

TRACT NO. 1550

THE DUNES ON MONTEREY BAY

PHASE 2 EAST

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PREPARED BY:

WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 13 OF 13

PUBLIC IMPROVEMENT AGREEMENT

AGREEMENT FOR IMPROVEMENT OF STREETS, INSTALLATION OF STORM DRAINS AND OTHER PUBLIC WORKS FACILITIES
"The Dunes on Monterey Bay" Project
Phase 2 East/Residential

This Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities ("Agreement") is made and entered into this 9 day of March, 2021, by and between the City of Marina, herein called the "City," a municipal corporation, and Shea Homes Limited Partnership, a real property owner, developer or subdivider, herein called the "Developer."

WHEREAS, pursuant to the Development Agreement dated July 8, 2005, the Disposition and Development Agreement dated May 31, 2005, as amended by the Implementation Agreements, and the Quitclaim Deed dated September 21, 2006, Marina Community Partners, LLC, as the "Master Developer" was the prior owner of the land known as "The Dunes Phase 2East/Residential; and

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

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

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

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

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

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

WHEREAS, on December 17, 2019, the City and the Master Developer entered into the Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance (hereinafter the "Conforming Clarifications") now dated as of November 22, 2019; and

WHEREAS, the Master Developer transferred ownership of the Property to Developer pursuant to a grant deed recorded on March 26, 2020, as document number 2021022155; and

WHEREAS, the Master Developer assigned, and Developer assumed, the obligations of Master Developer under the Disposition and Development Agreement, the Development Agreement, and the Operating Agreement between City and Master Developer with respect to the Property pursuant to a Partial Assignment and Assumption Agreement; and

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

WHEREAS, revised improvement plans entitled "The Dunes on Monterey Bay, Phase 2 East/Residential" herein "Improvement Plans," to those signed by the City Engineer on December 18, 2020, and incorporated herein by this reference, have been submitted to the City for approval and acceptance, including certain streets constituting a portion of Phase 2 of The Dunes on Monterey Bay Project, referred to herein as Phase 2 East/Residential or the "Project," located on and along Beacon Court, Beacon Drive, Telegraph Boulevard from Moonshell Lane to California Avenue, Wharf Terrace from Moonshell Lane to 4th Avenue, Skyview Drive from Parkview Way to 4th Avenue, 9th Street from Parkview Way to California Avenue, Sandy Gulch Drive, Bungalow Court, Tidepool Lane, Kitetail Lane, 4th Avenue from Imjin Parkway to Sandy Gulch Drive, Catwalk Court, herein the "Property". Improvements are to include new storm drain system, curb, gutter, asphalt concrete pavement, street lights and electrical facilities, sidewalk, striping, traffic signs, and survey monuments, as shown on **Exhibit A,** herein the "Improvements;" above ground infiltration facilities may temporarily be utilized for the Project in lieu of final infiltration galleries where feasible; and

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

WHEREAS, by Resolution 2015-11 the Master Developer received approval from the City for an amendment to Conditions of Approval Nos. 3 and 20 (Resolution 2008-209) for the Tentative Map which provided for the establishment of a Community Facilities District in lieu of a Landscape and Lighting District; and

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

WHEREAS, the City will not accept any of the Phase 2 East/Residential public improvements to be constructed pursuant to this Agreement until all the conditions of this Agreement including the inclusion of Phase 2 East/Residential into CFD 2015-01, are satisfied in full; and

WHEREAS, the Developer will subsequently submit for approval by the City and subsequent recording with the office of the Monterey County Recorder, a final map ("Final Map") for Phase 2 East/Residential; and

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

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

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

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

SECTION 1

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

following: The Municipal Code of the City of Marina, including the current Zoning Ordinance, and the currently adopted California Building Code.

SECTION 2

The Developer agrees:

a. To perform each and every provision required by the City to be performed by the Developer in each and every one of the applicable Codes, Ordinances, Resolutions, Rules and other Regulations and to comply with the foregoing and all applicable laws.

b. To annex the Property to CFD 2015-01 to provide for the imposition of special assessments on the Property providing funding for the maintenance of the Improvements to be constructed by the Developer pursuant to this Agreement in a timely manner in order to ensure that the annexation to the Community Facilities District is accomplished prior to the sale or conveyance of any portion of the Property.

c. To grant to the City or other entities entitled thereto, from property owned by the Developer, without charge and free and clear of monetary liens and encumbrances, any and all public, private, utility, drainage, construction or access easements and rights of way (herein "easements") in and to the Property necessary for the City, in order that the storm drain and street improvements to said real property may be extended; however, City shall not be obligated to accept any such easement, right-of-way or improvements thereon prior to the annexation of the Property to CFD 2015-01. At no cost to the Developer, City and Developer will work cooperatively with the owners of other real property to acquire all easements necessary to construct the Improvements. At no cost to the City, City agrees to support Developer in acquisition of easements necessary to construct the Improvements and to accept said easements upon execution of easement grant deeds to the City by grantors, subject to the condition set forth above regarding the annexation to the CFD 2015-01. City also agrees to issue Developer and/or Developer's contractors encroachment permits necessary to accomplish said work.

Prior to acceptance of the Improvements by the City, to indemnify, defend with counsel of City's choice and hold the City and any of its officials, boards and commissions and members thereof, agents and employees, free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including without limitation attorney's fees) because of or arising or resulting directly or indirectly from (i) any damage done to any utility, public facility or other material or installation of the City on said real estate as a result of the Developer or any contractor or subcontractor of the Developer, or any employee of the foregoing, grading or working upon said real estate; or (ii) any act or omission of Developer or Developer's contractors, or subcontractors, or any employee of the foregoing in connection with the design, construction or other work performed by them in connection with this Agreement, including without limitation all claims relating to injury or death of any person or damage to any property, except for such claims, demands, causes of action liability, or loss arising out of the sole active negligence of the City or any of its officials, boards and commissions

and members thereof, agents and employees. City shall not be responsible for the design or construction of the Improvements pursuant to the Improvement Plans, regardless of any negligent action or inaction taken by City in approving the Improvement Plans unless the particular improvement design was specifically required by City over written objection by Developer submitted to the City Engineer before construction and acceptance of the Improvements, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternate safe and feasible design. Prior to acceptance, Developer shall remain obligated for routine maintenance. After acceptance, Developer shall remain obligated to eliminate any defect in design or dangerous condition caused by the design of construction defect, however, Developer shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect for ten years following acceptance by City of the Improvements. The Improvement security shall not be required to cover the provisions of this Section. Developer shall reimburse City for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by City in enforcing the provisions of this Section

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

The Faithful Performance Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement, and shall secure payment to City of any loss due to the default of the Developer or its contractors or their inability or refusal to perform this contract, and to guarantee or warranty the work done pursuant to this Agreement for a period of one year (after completion of the Improvements by Developer and following acceptance thereof by City) against any defective work or labor done or defective materials furnished. The performance bond shall by its terms remain in full force and effect for a period of not less than one year after completion of the Improvements by Developer and acceptance of the Improvements by the City, provided that Developer may substitute for the performance bond securing the warranty described above with a separate warranty bond issued by an admitted surety in the amount of ten percent (10%) of the total contract price of the

Improvements (provided that amount of said bond shall not be less than One Thousand Dollars ($1,000) to cover the one-year warranty period. Government Code §66499.7, and as it may hereafter be amended, extended, or otherwise modified, shall apply to a request by Developer for release, in whole or in part, of the Faithful Performance Bond.

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

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

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

All such policies shall provide that thirty (30) days written notice must be given in advance to City prior to termination, cancellation or modification. The insurance specified in (a) above shall name City as additional insured and the insurance (b) shall name the City as a loss payee, and (c) shall provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Developer or

Developer's contractors or their respective employees. Developer hereby waives, and Developer shall cause each of its contractors and subcontractors to waive, all rights to recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an occurrence basis and not on a claims made basis and shall be issued by insurance companies acceptable to City. Prior to commencing any work pursuant this Agreement, Developer shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained.

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

g. Not to convey, transfer, assign, or sell in one transaction or a series of transactions, subsequent to recordation of the Final Map for Phase 2 East/Residential and prior to the annexation to the CFD 2015-01, any portion or interest of the Developer in the Property or the Project. Notwithstanding the foregoing, Developer may transfer, assign or sell in one transaction or a series of transactions all or any portion or interest of the Developer in the Property or the Project with consent of the City, such consent not to be unreasonably delayed, conditioned or withheld, to any entity which controls, is controlled by or is under common control with the Developer or the Master Developer, provided that said assignee assumes, in full, the obligations of Developer under this Agreement.

SECTION 3

An estimate of the cost for construction of the Improvements and performing land development work in connection with the Improvements according to the Improvement Plans has been made and has been approved by the City Engineer or his or her designee. That estimated amount is Five Million Eight Hundred Twenty Thousand Dollars ($5,820,000). The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this Agreement by reference.

SECTION 4

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

the City Engineer, (ii) the annexation to CFD 2015-01 is completed and (iii) the City is in receipt of funds from CFD 2015-01 to maintain the Improvements.

SECTION 5

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

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

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

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

SECTION 6

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

1. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.

2. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is complete with a minimum interruption of traffic.

3. All work within the public right-of-way shall be subject to the approval of the City Engineer or his or her designee.

4. All construction work shall be coordinated so that the existing residents and/or businesses have access to their properties.

5. All improvements shall be installed per the approved Improvement Plans.

6. The Developer shall provide to the City of Marina electronic copy of the "As Built" Improvement Plans as an AutoCAD drawing file (DWG format, AutoCAD 2002 minimum or latest version).

7. Any reimbursements due the Developer, unless specified otherwise in writing in this agreement, will expire ten (10) years after the date of execution of this agreement.

8. Until the roads on the Property are open to the public, Developer shall give good and adequate warning to the public of each and every dangerous condition on the existing public roads, and will take all reasonable actions to protect the public from such dangerous condition.

SECTION 7

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

SECTION 8

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

SECTION 9

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

SECTION 10

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

SECTION 11

Acceptance of the work, or any portion of the work on behalf of the City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all Improvements and only after the annexation of the Property to CFD 2015-01. Such acceptance shall not constitute a waiver of defects by City.

SECTION 12

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

SECTION 13

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

SECTION 14

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

SECTION 15

Time is of the essence of this Agreement.

SECTION 16

This Agreement, the Conditions of Approval of the Tentative Map, the Disposition and Development Agreement as amended by the Implementation Agreement, Agreement Forming Community Facilities District No. 2015-01, and the Operating Agreement constitute the entire agreement of the parties with respect to the subject matter. All modifications, amendments or waivers of the terms of this Agreement must be in writing and signed by an authorized representative of the parties.

SECTION 17

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

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

ATTEST:

Deputy City Clerk

CITY OF MARINA

Layne Long
City Manager

APPROVED AS TO FORM:

for the City Attorney

IN WITNESS WHEREOF Developer has executed this agreement as of 3-24-21.

SHEA HOMES LIMITED PARTNERSHIP,
a California Limited Partnership

BY: _____
LAINE MARCEAU
AUTHORIZED AGENT

BY: _____
Donald A. Hofer
Authorized Agent

NOTE: If Developer is a corporation, the complete legal name and corporate seal of the corporation and the corporate titles of the persons signing for the corporation shall appear above.

State of California County of _____ On _____ before me, (here insert name and title of the officer), personally appeared _____
_____
_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Per GC Sec. 40814; CC Sec. 1181

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Alameda)

On March 24, 2021 before me, Kathy Lynn Barlow , Notary Public, personally appeared Layne Marceau and Donald A Hofer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

KATHY LYNN BARLOW
Notary Public - California
Alameda County
Commission # 2230180
My Comm. Expires Mar 2, 2022

This area for official notarial seal.

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S):
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

_____ Name of Person or Entity

_____ Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

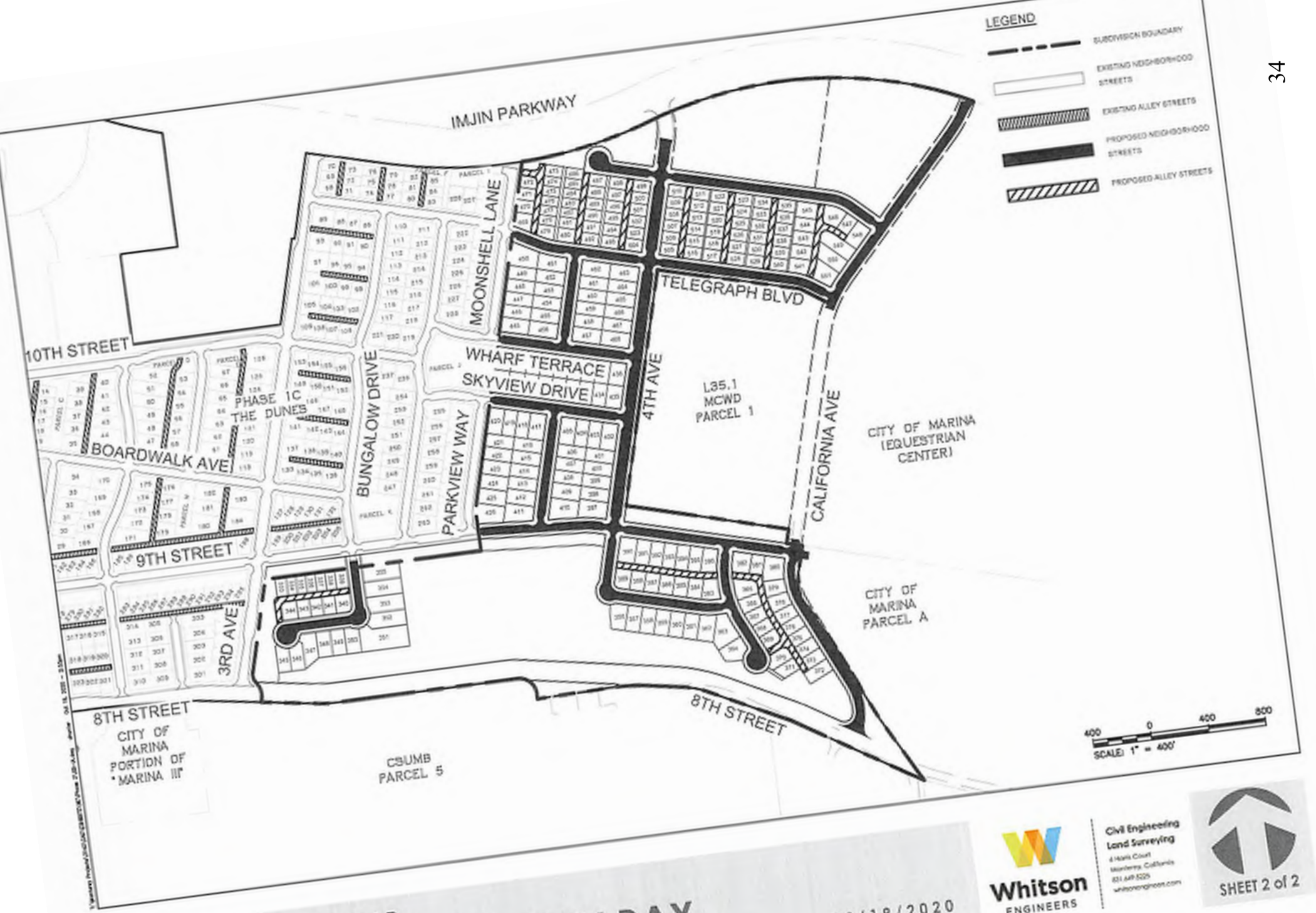
NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by <<!Table Field EONAME Not Found!!>> 11/2007

EXHIBIT A

PHASE 2 EAST STORM DRAIN SYSTEM
DUNES ON MONTEREY BAY
10/19/2020
Project No.:3140.14
Whitson ENGINEERS
Civil Engineering
Land Surveying
SHEET 1
10TH STREET
9TH STREET
8TH STREET
BOARDWALK AVE
3RD AVE
PHASE 1C
THE DUNES
BUNGALOW DRIVE
PARKVIEW WAY
SKYVIEW DRIVE
WHARF TERRACE
MOONSHELL LANE
IMJIN PARKWAY
4TH AVE
TELEGRAPH BLVD
CALIFORNIA AVE
CITY OF MARINA PORTION OF MARINA III
CSUMB PARCEL 5
L35-1 MCWD PARCEL 1
CITY OF MARINA PARCEL A
CITY OF MARINA (EQUESTRIAN CENTER)
RETENTION BASIN
SCALE 1" = 400'
0
400
800



PHASE 2 EAST STREET MAP

THE DUNES ON MONTEREY BAY

MARINA, CALIFORNIA

10/19/2020
Project No.:3140.14

Whitson ENGINEERS

Civil Engineering
Land Surveying
4 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

SHEET 2 of 2

Whitson ENGINEERS

Civil Engineering + Land Surveying
6 Harris Court, Monterey, CA 93940 | 831.649.5225
whitsonengineers.com

November 6, 2020
Job No.: 3140.14

ENGINEER'S BOND ESTIMATE
CITY OF MARINA
THE DUNES ON MONTEREY BAY - PHASE 2 EAST (219 Lots)
MARINA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
	STREET WORK				
1	Street Fine Grading	562,550	SF	$ 0.35	$ 196,893
2	3.0" HMA *(Lanes, Type A, TI=5.5)*	960	TONS	$ 120.00	$ 115,200
3	3.0" HMA *(Streets, Type A, TI=5.5)*	3,250	TONS	$ 121.00	$ 393,250
4	3.5" HMA *(Streets, Type A, TI=6)*	1,850	TONS	$ 120.00	$ 222,000
5	4.0" HMA *(Co. Ave, Type A, TI=7)*	1,300	TONS	$ 121.00	$ 157,300
6	6.0" Aggregrate Base *(Lanes, Class II)*	1,920	TONS	$ 35.00	$ 67,200
7	6.0" Aggregrate Base *(Streets, Class II)*	9,660	TONS	$ 35.00	$ 338,100
8	7.0" Aggregrate Base *(Co. Ave, Class II)*	2,270	TONS	$ 36.00	$ 81,720
9	Table-Top Intersection Concrete	2,940	SF	$ 12.00	$ 35,280
10	Street Driveway Approaches	112	EA	$ 3,000.00	$ 336,000
11	Lane Entry Concrete Conform	20	EA	$ 2,000.00	$ 40,000
12	Conform to Existing Street	11	EA	$ 5,000.00	$ 55,000
13	6" Vertical Curb & Gutter (City Std ST-1) *(Includes 6" AB)*	16,620	LF	$ 30.00	$ 498,600
14	4.5" Rolled Curb & Gutter *(Includes 4" AB)*	6,230	LF	$ 25.00	$ 155,750
15	Concrete Sidewalk *(City Std ST-2)*	79,500	SF	$ 8.00	$ 636,000
16	5' DG Equestrian Trail *(9th Street along frontage)*	9,100	SF	$ 6.00	$ 54,600
17	12' AC Bike Path *(9th Street along frontage)*	13,500	SF	$ 4.00	$ 54,000
18	Curb Ramps	37	EA	$ 4,000.00	$ 148,000
19	4' Concrete V-Gutter *(Lanes)*	40	LF	$ 35.00	$ 1,400
20	Street Centerline Monuments	51	EA	$ 750.00	$ 38,250
21	Striping *(Thermoplastic)*	12,620	LF	$ 2.00	$ 25,240
22	Pavement Markings *(Thermoplastic)*	52	EA	$ 600.00	$ 31,200
23	Traffic / Street Name Signs	96	EA	$ 750.00	$ 72,000
	Subtotal Street Work				**$ 3,752,983**

Item	Description	Quantity	Unit	Unit Price	Amount
	STORM DRAIN				
1	Catch Basin Bottoms	65	EA	$ 2,000.00	$ 130,000
2	Curb Inlet Tops	65	EA	$ 1,000.00	$ 65,000
3	Area Drain	7	EA	$ 500.00	$ 3,500
4	24" Field Inlet	3	EA	$ 2,500.00	$ 7,500
5	24" Drain Inlet	16	EA	$ 2,500.00	$ 40,000
6	48" Storm Drain Manholes	6	EA	$ 5,000.00	$ 30,000
7	Hydro International First Defense Unit	3	EA	$ 10,000.00	$ 30,000
8	MC-4500 Stormtech Infiltration Chambers	59,430	CF	$ 15.00	$ 891,450
9	Storm Drain Outfall and Riprap Protection	3	LS	$ 10,000.00	$ 30,000
10	4" HDPE Storm Drain Pipe	70	LF	$ 25.00	$ 1,750
11	12" HDPE Storm Drain Pipe	860	LF	$ 55.00	$ 47,300
12	15" HDPE Storm Drain Pipe	1,590	LF	$ 60.00	$ 95,400
13	18" HDPE Storm Drain Pipe	2,280	LF	$ 65.00	$ 148,200
14	24" HDPE Storm Drain Pipe	120	LF	$ 65.00	$ 7,800
15	Connect to Existing Storm Drain System	4	EA	$ 2,500.00	$ 10,000
	Subtotal Storm Drain				**$ 1,537,900**
	SUBTOTAL PHASE 2 EAST CITY OF MARINA BOND AMOUNT				**$ 5,290,883**
	10% CONTINGENCY				**$ 529,088**
	TOTAL PHASE 2 EAST CITY OF MARINA BOND AMOUNT ***(to nearest $1,000)***				**$ 5,820,000**

Bond No: 0230604
Premium: $34,920.00

FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Marina, State of California, and **Shea Homes Limited Partnership**, a real property owner (hereinafter designated as "principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated March 9, ~~2021~~ 2021, and identified as **Public Improvement Agreement – Agreement For Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities, "The Dunes on Monterey Bay" Project, Phase 2 East/Residential**, is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of the Agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, we, the principal and **Berkley Insurance Company**, as corporate surety, are held and firmly bound unto the **City of Marina**, California, in the penal sum of **Five million Eight Hundred Twenty Thousand Dollars ($5,820,000.00)** of lawful money of the United States, for the payment of such sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that, if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to, abide by, well and truly keep, and perform the covenants, conditions and provisions in the agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the **City of Marina**, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by **City of Marina** in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument had been duly executed by the principal and surety above named, on the 22 day of December, 2020.

Name of Principal

By: Shea Homes Limited Partnership,
A California limited partnership
Its: Owner

By:_____
Its: Donald A. Hofer
Vice President Community Development

By:_____
Its: Matthew J. Henry
Vice President of Land Acquisition

Name of Surety:

Berkley Insurance Company

By:_____
Edward C. Spector, Attorney-in-Fact
Surety Address: 475 Steamboat Road, Greenwich CT 06830

Approved as to Form:

_____
for Robert R. Wellington
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Alameda)

On Jan 7, 2021 before me, Kathy Lynn Barlow , Notary Public, personally appeared Donald A Hofer and Matthew J Henry

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

KATHY LYNN BARLOW
Notary Public - California
Alameda County
Commission # 2230180
My Comm. Expires Mar 2, 2022

This area for official notarial seal.

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S):
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

_____ Name of Person or Entity

_____ Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by <<!!Table Field EONAME Not Found!!>> 11/2007

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On DEC 2 2 2020 before me, Sam Fazzini, Notary Public, personally appeared Edward C. Spector who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SAM FAZZINI
COMM. #2192119
Notary Public - California
Los Angeles County
My Comm. Expires Apr. 16, 2021

Signature _____
Signature of Notary Public

No. BI-7951c-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Thomas S. Branigan; Ashraf Elmasry; Edward C. Spector; Simone Gerhard; Tracy C. Aston; Marina Tapia; KeAna Wapato; Bernadette Aleman; April Martinez; Donna Garcia; Samantha Fazzini; Rosa E. Rivas; or Meghan Hanes of Aon Risk Insurance Services West, Inc. of Los Angeles, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9th day of April, 2020.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 9th day of April, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this _____ day of DEC 22 2020, _____.

_____
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

Bond Number: 0230604
Premium: Included in Performance bond

CITY OF MARINA
BOND FOR SECURITY OF LABOR AND MATERIALS

WHEREAS, the City Council City of Marina, State of California, and Shea Homes Limited Partnership, a real property owner (hereinafter designated as "the principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, **dated** March 9, 2021, ~~2020~~, and identified as Public Improvement Agreement – Agreement For Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities, "The Dunes on Monterey Bay" Project, Phase 2 East/Residential , is hereby referred to and made a part hereof; and

WHEREAS, Under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with City of Marina to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW THEREFORE, said principal and the undersigned Berkley Insurance Company as corporate surety, are held and firmly bound unto the City of Marina and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of Five million Eight Hundred Twenty Thousand Dollars ($5,820,000.00) of lawful money of the United States, for materials furnished or labor thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the city in successfully enforcing this obligation to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under title 3 (commencing with Section 9100) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition, to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument had been duly executed by the Principal and Surety above named, on the 22 day of December, 2020.

Name of Principal

By: Shea Homes Limited Partnership,
A California limited partnership
Its: Owner

By:_____
Its: Donald A. Hofer
Vice President Community Development

By:_____
Its: Matthew J. Henry
Vice President of Land Acquisition

Name of Surety:

Berkley Insurance Company

By:_____
Edward C. Spector, Attorney-in-Fact
Surety Address: 475 Steamboat Road, Greenwich CT 06830

Approved as to Form:

_____
Robert R. Wellington
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Alameda)

On Jan 7, 2021 before me, Kathy Lynn Barlow , Notary Public, personally appeared Donald A Hofer and Matthew J Henry

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/~~are subscribed to the within instrument and acknowledged to me that ~~he/she/~~they executed the same in ~~his/her/~~their authorized capacity~~(ies)~~, and that by ~~his/her/~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

KATHY LYNN BARLOW
Notary Public - California
Alameda County
Commission # 2230180
My Comm. Expires Mar 2, 2022

This area for official notarial seal.

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S):
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

_____ Name of Person or Entity

_____ Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by <<!!Table Field EONAME Not Found!!>> 11/2007

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On DEC 2 2 2020 before me, Sam Fazzini, Notary Public, personally appeared Edward C. Spector who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

SAM FAZZINI
COMM. #2192119
Notary Public - California
Los Angeles County
My Comm. Expires Apr. 16, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

No. BI-7951c-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Thomas S. Branigan; Ashraf Elmasry; Edward C. Spector; Simone Gerhard; Tracy C. Aston; Marina Tapia; KeAna Wapato; Bernadette Aleman; April Martinez; Donna Garcia; Samantha Fazzini; Rosa E. Rivas; or Meghan Hanes of Aon Risk Insurance Services West, Inc. of Los Angeles, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9th day of April, 2020.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:
By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 9th day of April, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this DEC 23 2020 day of _____, _____.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

_____
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

October 8, 2024 Item No: **10f(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 15, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, APPROVING A REQUEST BY THE CONTRACTING PARTIES OF 104 INVESTMENTS, LLC, LOCANS INVESTMENTS, LLC, WATHEN CASTANOS PETERSON HOMES, INC., WATHEN CASTANOS PETERSON COASTAL, LP, AND MARINA DEVELOPERS, INC., TO RELEASE A PORTION OF THE PERFORMANCE SECURITY FOR PUBLIC IMPROVEMENTS IN THE SEA HAVEN PHASE 4A AREA IN THE AMOUNT OF $3,351,867, ACCEPTING A SUBSTITUTE PERFORMANCE BOND SECURITY OF $335,186.70 FOR REMAINING PUNCH LIST ITEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELEASE AGREEMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

REQUEST:

It is requested that the City Council consider adopting Resolution No. 2024-:

1. Approving a request by the Contracting Parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., Wathen Castanos Peterson Coastal, LP, and Marina Developers, Inc., to release a portion of the performance security for public improvements in the Sea Haven Phase 4A area in the amount of $3,351,867,
2. Accepting a substitute performance bond security of $335,186.70 for the remaining punch list items, and;
3. Authorizing the City Manager to execute the release agreements on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of June 7, 2022, the City Council adopted Resolutions No. 2022-81, approving the Public Improvement Agreement between City of Marina (City) and the Contracting Parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., Wathen Castanos Peterson Coastal, LP, and Marina Developers, Inc. (Developer), to construct public improvements in the Sea Haven Phase 4A area. The Contracting Parties, as required by the Public Improvement Agreement, filed with the City Clerk performance bonds in the combined amount of $3,351,867 to guarantee completion of public improvements within Phase 4A as described in the Agreements (**"EXHIBIT A"**).

ANALYSIS:

On September 25, 2024, City staff received a written request from the Developer to reduce the performance bond by 90% and accept a substitute performance bond of 10% of the original bond amount for remaining punch list items. The Agreement with the Developer does not require acceptance prior to 100% completion. Government Code §66499.7 permits the Developer to seek a partial release of its performance bond following verified satisfactory completion of at least 80% of the work. A partial release of performance security does not operate as an acceptance of the completed improvements and the risk of loss and responsibility for maintenance remains with the Developer until acceptance.

The Public Improvement Agreements with the Developer provide for security in the form of a performance bond in the total amount of the contract price (for this agreement, the total price is $3,351,867). There is a one-year warranty period following acceptance for which the performance bond may serve as security or, alternatively, the developer may substitute a warranty bond in the amount of 10% of the total contract price.

Staff has confirmed that a substantial portion representing 90% of the public improvements has been completed in accordance with documentation submitted by the Developer and in conformance with the approved Improvement Plans (see **"EXHIBIT B"**). The remaining punch list items include site striping and signage, and staff is assured that these improvements will be completed for final acceptance of all improvements.

The Developer shall provide substitute security in the amount of $335,186.70 in place of the original $3,351,867 in performance security. The Developer has provided an updated Title Report that shows that the bonds to be released are unencumbered by mechanical lien claims.

FISCAL IMPACT:

There is no fiscal impact as City inspections have shown approximately $3,351,867 in improvements has been completed per approved plans and any failure to complete the public improvements is covered by the substitute security in the amount of $335,186.70.

CEQA Findings:

The City has determined this is not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

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:

_____
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 COUNCIL OF THE CITY OF MARINA APPROVING A REQUEST BY THE CONTRACTING PARTIES OF 104 INVESTMENTS, LLC, LOCANS INVESTMENTS, LLC, WATHEN CASTANOS PETERSON HOMES, INC., WATHEN CASTANOS PETERSON COASTAL, LP, AND MARINA DEVELOPERS, INC., TO RELEASE A PORTION OF THE PERFORMANCE SECURITY FOR PUBLIC IMPROVEMENTS IN THE SEA HAVEN PHASE 4A AREA IN THE AMOUNT OF $3,351,867, ACCEPTING A SUBSTITUTE PERFORMANCE BOND SECURITY OF $335,186.70 FOR REMAINING PUNCH LIST ITEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELEASE AGREEMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regular meeting of June 7, 2022, the City Council adopted Resolutions No. 2022-81, approving the Public Improvement Agreement between City of Marina (City) and the Contracting Parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., Wathen Castanos Peterson Coastal, LP, and Marina Developers, Inc. (Developer), to construct public improvements in the Sea Haven Phase 4A area. The Contracting Parties, as required by the Public Improvement Agreement, filed with the City Clerk performance bonds in the combined amount of $3,351,867 to guarantee completion of public improvements within Phase 4A as described in the Agreements ("EXHIBIT A"), and;

WHEREAS, on September 25, 2024, City staff received a written request from the Developer to reduce the performance bond by 90% and accept a substitute performance bond of 10% of the original bond amount for remaining punch list items. The Agreement with the Developer does not require acceptance prior to 100% completion. Government Code §66499.7 permits the Developer to seek a partial release of its performance bond following verified satisfactory completion of at least 80% of the work. A partial release of performance security does not operate as an acceptance of the completed improvements and the risk of loss and responsibility for maintenance remains with the Developer until acceptance, and;

WHEREAS, the Public Improvement Agreements with the Developer provide for security in the form of a performance bond in the total amount of the contract price (for this agreement, the total price is $3,351,867). There is a one-year warranty period following acceptance for which the performance bond may serve as security or, alternatively, the developer may substitute a warranty bond in the amount of 10% of the total contract price, and;

WHEREAS, staff has confirmed that a substantial portion representing 90% of the public improvements has been completed in accordance with documentation submitted by the Developer and in conformance with the approved Improvement Plans (see **"EXHIBIT B"**). The remaining punch list items include site striping and signage, and staff is assured that these improvements will be completed for final acceptance of all improvements, and;

WHEREAS, the Developer shall provide substitute security in the amount of $335,186.70 in place of the original $3,351,867 in performance security. The Developer has provided an updated Title Report that shows that the bonds to be released are unencumbered by mechanical lien claims, and;

WHEREAS, there is no fiscal impact as City inspections have shown approximately $3,351,867 in improvements has been completed per approved plans and any failure to complete the public improvements is covered by the substitute security in the amount of $335,186.70. The City has determined this is not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

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

1. Approve a request by the Contracting Parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., Wathen Castanos Peterson Coastal, LP, and Marina Developers, Inc., to release a portion of the performance security for public improvements in the Sea Haven Phase 4A area in the amount of $3,351,867,
2. Accept a substitute performance bond security of $335,186.70 for the remaining punch list items, and;
3. Authorize the City Manager to execute the release agreements on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of October 2024, by the following vote:

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

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Shepherd-Sharp, Deputy City Clerk

AGREEMENT FOR IMPROVEMENT OF STREETS, INSTALLATION OF STORM DRAINS AND OTHER PUBLIC WORKS FACILITIES
"Sea Haven"
– Phase 4A –

This Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities ("Agreement") is made and entered into this 3rd day of August 2022, by and between the City of Marina, herein called the "City," a municipal corporation, and 104 Investments, LLC, a California limited liability company, Locans Investments, LLC, a California limited liability company, Wathen Castanos Peterson Homes, Inc., a Delaware corporation, and Wathen Castanos Peterson Coastal, LP, a California limited partnership (collectively referred to herein as "Co-Owners") together with Marina Developers, Inc., a California corporation (referred to herein as the "Developer"). Co-Owners and Developer are collectively referred to herein as "Contracting Parties" and in the singular as a "Contracting Party." The City and the Contracting Parties are referred to herein as the "Parties."

WHEREAS, pursuant to the grant deed from Cypress Marina Heights LLC ("Cypress Marina Heights") dated April 13, 2018, as Document No. 2018015912 (the "Deed"), Co-Owners are now the owners of the land known as "Sea Haven Phase 4A" (the "Property"); and

WHEREAS, the Parties acknowledge that in the development of the Property the Parties are subject to requirements for payment of prevailing wage in accordance with the Master Resolution adopted by the former Fort Ord Reuse Authority on March 14, 1997 as recorded in the Official Records of the Monterey County Recorder on April 14, 2020; and pursuant to the holding in *Monterey/Santa Cruz County Building and Construction Trades Council v. Cypress Marina Heights* (2011) 191 Cal.App.4th 1500; and

WHEREAS, Developer is under contract to purchase the Property from Co-Owners and after such purchase will improve the Property according to this Agreement; and

WHEREAS, the City and Cypress Marina Heights previously entered into that certain Final Development Agreement dated as of March 3, 2004 (the "Development Agreement"), pursuant to which the City and Cypress Marina Heights agreed to certain matters with respect to the development, formerly known as Marina Heights and now known as Sea Haven, of 1,050 homes (the "Project") on certain real property, consisting of approximately two hundred forty-eight acres located between Imjin Road, Abrams Drive and 12th Street in the City (the "Project Site"); and

WHEREAS, the City and Cypress Marina Heights amended the Development Agreement once previously with that certain Implementation Agreement dated October 11, 2007 (the Development Agreement, as so previously amended by the Implementation Agreement being referred to herein as the "Amended Development Agreement"); and

WHEREAS, Cypress Marina Heights assigned, and Wathen Castanos Peterson Homes, Inc., assumed, portions of the rights and obligations of Cypress Marina Heights under the Amended Development Agreement between the City and Cypress Marina Heights; and

WHEREAS, Cypress Marina Heights remains obligated under the Amended Development Agreement for the balance of the Project not yet conveyed to third parties; and

WHEREAS, prior to its adoption of the Development Agreement, the City approved a Specific Plan for the Project Site, General Plan Amendments, a Specific Plan Zoning Ordinance and Map Amendments, a tentative Map and certified an Environmental Impact Report ("EIR") (collectively the "Project Approvals") subject to the Conditions of Approval attached to Resolution 2004-44 and compliance with Marina Municipal Code Section 16.16.100 requiring a subdivision improvement agreement and bonding prior to approval of the first Final Map; and

WHEREAS, consistent with the Project Approvals, the Developer, with the consent of the Co-Owners, is in the process of developing the Project on the Project Site; and

WHEREAS, on July 3, 2018, the City and Wathen Castanos Peterson Homes, Inc. entered into the First Amendment to the Amended Development Agreement ("First Amendment") amending the terms of the Amended Development Agreement; and

WHEREAS, improvement plans entitled "Street Improvement Plans for Sea Haven Phase 4A," herein "Improvement Plans," have been submitted to the City for approval and acceptance which improvements are to include new storm drain system, curb, gutter, asphalt concrete pavement, street lights and electrical facilities, sidewalk, striping, traffic signs, and survey monuments, as shown on **Exhibit A,** herein the "Improvements" and

WHEREAS, the Developer, with the consent of the Co-Owners, will subsequently submit for approval by the City and subsequent recording with the office of the Monterey County Recorder, a final map ("Final Map") for Sea Haven Phase 4A; and

WHEREAS, the City will not accept any of the Sea Haven Phase 4A Improvements to be constructed pursuant to this Agreement until all the conditions of this Agreement are satisfied in full; and

WHEREAS, the Co-Owners or Developer require certain utilities and public works facilities in order to service the Project under the minimum standards established by the City; and

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

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

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

SECTION 1

The recitals to this Agreement are hereby incorporated into the terms of this Agreement. All applicable Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America concerning the subject matter of this Agreement are hereby referred to and incorporated herein to the same effect as if they were set out a length herein. Said Codes, Ordinances, Resolutions, Rules and Regulations

include, but are not limited to, the following: the Municipal Code of the City of Marina, including the current Zoning Ordinance, and the currently-adopted California Building Code.

SECTION 2

The Contracting Parties agree:

a. To be jointly and severally liable to perform each and every provision required by the City to be performed by the Contracting Parties in each and every one of the applicable Codes, Ordinances, Resolutions, Rules and other Regulations and to comply with the foregoing and all applicable laws.

b. To grant to the City or other entities entitled thereto, from the Property owned by the Co-Owners or subsequently by the Developer, without charge and free and clear of monetary liens and encumbrances, any and all public, private, utility, drainage, construction or access easements and rights of way (herein "easements") in and to the Property necessary for the City, in order that the storm drain and street improvements to said real property may be extended; however, City shall not be obligated to accept any such easement, right-of-way or improvements thereon. At no cost to the City, City and Contracting Parties will work cooperatively with the owners of other real property to acquire all easements necessary to construct the Improvements. At no cost to the City, City agrees to support Contracting Parties in acquisition of easements necessary to construct the Improvements. City also agrees to issue Contracting Parties and/or Contracting Parties' contractors encroachment permits necessary to accomplish said work.

Prior to acceptance of the Improvements by the City, Contracting Parties jointly and severally agree to indemnify, defend with counsel of City's choice and hold the City and any of its officials, boards and commissions and members thereof, agents and employees, free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including without limitation reasonable attorney's fees) because of, or arising, or resulting directly or indirectly, from: (i) any damage done to any utility, public facility or other material or installation of the City on said real estate as a result of the Contracting Parties or any contractor or subcontractor of the Contracting Parties, or any employee of the foregoing, grading or working upon said real estate; or (ii) any act or omission of Contracting Parties or Contracting Parties' contractors, or subcontractors, or any employee of the foregoing in connection with the design, construction or other work performed by them in connection with this Agreement, including without limitation all claims relating to injury or death of any person or damage to any property, except for such claims, demands, causes of action, liability, or loss arising out of the sole active negligence or willful misconduct of the City or any of its officials, boards and commissions and members thereof, agents and employees. City shall not be responsible for the design or construction of the Improvements pursuant to the Improvement Plans, regardless of any negligent action or inaction taken by City in approving the Improvement Plans unless the particular improvement design was specifically required by City over written objection by Contracting Parties submitted to the City Engineer before construction and acceptance of the Improvements, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternate safe and feasible design. Prior to acceptance, Contracting Parties shall remain obligated for routine maintenance. After acceptance, Contracting Parties shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect, however, Contracting Parties shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect in accordance with California Code of Civil Procedure Sections 337.1 and 337.15 following acceptance by City of the Improvements. The Improvement security shall not be required to cover the provisions of this Section. Contracting Parties shall reimburse City for all

costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by City in enforcing the provisions of this Section.

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

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

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Contracting Parties may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the Contracting Parties' contractor(s) or subcontractor(s) in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Contracting Parties, or Contracting Parties' contractor(s) or subcontractor(s) fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any person that has a lien right pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the Improvements described in this Agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contracting Parties, their contractors and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any person that has a lien right pursuant to Title 3 California Civil

Code Section Part 6 of Division 4, commencing with Section 9000 so as to give a right of action to those persons or their assigns in any suit brought upon the bond. The Payment Bond may be released thirty-five days after the passage of time within which claims of lien are required to be recorded pursuant to California Civil Code Part 6 of Division 4 commencing with Section 8200, but in no event shall such security be released prior to one hundred and twenty days after acceptance of the Improvements by the City Council. The amount to be released shall first be reduced by the total of all claims on which an action has been filed and notice thereof given in writing to the City. City expressly may require the surety not to release the amount of security deemed necessary by City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

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

d. If any on-site or off-site Improvements related to the Project, including, without limitation, the Improvements shown on the Improvement Plans, constructed by or caused to be constructed by the Contracting Parties or any of their affiliates, contractors, sub-contractors, or agents, are considered to be public works for purposes of prevailing wages under State law, then when such improvements are constructed they shall be constructed in compliance with the prevailing wage law pursuant to Labor Code §1720 et seq. and implementing regulations of the Department of Industrial Relations and shall comply with the other applicable provisions of the prevailing wage law, including, without limitation, registration and the payment of prevailing wages in the construction of such Improvements, as those wages are determined pursuant to the prevailing wage law. The City makes no representations or warranties as to whether any such Improvements are considered to be public works for purposes of prevailing wages under State law. Should Contracting Parties or any of the aforementioned persons or entities fail to pay, fail to cause to be paid, or fail to have paid or caused to have been paid, prevailing wages, or to have failed to comply with the aforementioned prevailing wage laws as to any such Improvements, and it is alleged, contended, or determined that Contracting Parties should have paid prevailing wages, or otherwise fail to comply with the prevailing wage law, Contracting Parties shall indemnify, defend, and hold harmless to the fullest extent permitted by law, the City from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs, attorney's fees and fees of litigation) of every nature arising out of or in connection with the failure to pay prevailing wages or comply with the prevailing wage law. This indemnification obligation shall survive the termination of this Agreement.

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

All such policies shall provide that thirty (30) days written notice must be given in advance to City prior to termination, cancellation or modification. The insurance specified above shall: (a) name

City as additional insured; (b) shall name the City as a loss payee; and (c) shall provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Contracting Parties or Contracting Parties' contractors or their respective employees. Contracting Parties hereby waive, and Contracting Parties shall cause each of their respective contractors and subcontractors to waive, all rights to recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an "occurrence basis" and not on a "claims made" basis and shall be issued by insurance companies authorized to conduct business in California with a current A.M. Best rating of no less than A: VII. Prior to commencing any work pursuant this Agreement, Contracting Parties shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained.

f. Contracting Parties' obligations under this Agreement are personal obligations of the Contracting Parties notwithstanding a transfer of all or any part of the Property subject to this Agreement. Contracting Parties shall not be entitled to assign their obligations under this Agreement to any transferee of all or any part of the Property to any third party without the express prior written consent of the City. Notwithstanding the foregoing, specifically excluding single family residential dwelling units sold to third party end-users, Co-Owners may transfer, assign or sell in one transaction or a series of transactions all or a substantial portion or interest of the Co-Owners in the Property or the Project ("Bulk Sale") with prior written notice to the City, to any entity which controls, is controlled by or is under common control with the Co-Owners, without the need for the approval of the City provided that said assignee assumes, in full, the obligations of Co-Owners under this Agreement.

SECTION 3

An estimate of the cost for construction of the Improvements and performing land development work in connection with the Improvements according to the Improvement Plans has been made and has been approved by the City Engineer or designee. That estimated amount is Three Million Three Hundred Fifty-One Thousand Eight Hundred Sixty-Seven Dollars ($3,351,867). The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this Agreement by reference.

SECTION 4

Contracting Parties will commence construction of the Improvements required by this Agreement within six (6) months of the date of this Agreement, provided City has approved all of Contracting Parties' Public Improvement Plans. Contracting Parties shall complete such construction of the Improvements within two (2) years of the date of this Agreement, unless otherwise extended in writing by the City Engineer. Contracting Parties shall maintain such public works facilities and other Improvements described in this Agreement, at Contracting Parties' sole cost and expense, at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property.

SECTION 5

a. Default of a Contracting Party shall include, but not be limited to: (1) failure to timely complete the Improvements within two (2) years of the date of this Agreement, unless otherwise extended in writing by the City Engineer; (2) failure to timely cure after written notice any defect of the Improvements; (3) failure to perform substantial construction work for a period of sixty calendar

days after commencement of the work; (4) insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which the Contracting Party fails to discharge within thirty (30) days; (5) commencement of a foreclosure action affecting all or a portion of the Property, or any conveyance of all or a substantial portion of the Property in lieu or in avoidance of foreclosure; or (6) failure to perform any other obligation under this Agreement. Notwithstanding the foregoing, a Contracting Party shall not be in default under this Agreement if it cures any default within thirty (30) days' of City's written notice of such default; or, if the default may not reasonably be cured within such time period, if a Contracting Party commences to cure within thirty (30) days' and thereafter diligently proceeds to complete the cure.

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

c. In the event of a Contracting Party's' default under this Agreement, Contracting Parties authorize City to perform such obligation sixty (60) days after mailing written notice of default to Contracting Parties and to Contracting Parties' surety, and agree to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion by contract or by any other method City may deem advisable, for the account and at the expense of Contracting Parties, and Contracting Parties' surety shall be liable to the City for any excess cost or damages occasioned to the City thereby, including but not limited to fees and charges of architects, engineers, attorneys, other professionals and court costs. In such event City, without liability for doing so, may take possession of, and utilize in completing the work, such materials, appliances, plans and other property belonging to Contracting Parties as may be on the Project site of the work and necessary for performance of the work.

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

SECTION 6

In addition to the other obligations of Contracting Parties set forth in this Agreement, Contracting Parties, subject to the approval of the City Engineer, shall:

1. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.

2. Schedule the construction of Improvements along existing public roads so that the work affecting vehicular traffic is undertaken with minimum interruption of traffic.

3. Obtain the approval of the City Engineer or designee, for all work conducted within the public right-of-way.

4. Coordinate all construction work so that the existing residents and/or businesses have access to their properties.

5. Install all Improvements pursuant to the approved Improvement Plans.

6. Provide the City with electronic copies of the "As Built" Improvement Plans as an AutoCAD drawing file (DWG format, AutoCAD 2002 minimum or latest version).

7. Until the roads on the Property are open to the public, give good and adequate warning to the public of each and every dangerous condition on the existing public roads, and take all reasonable actions to protect the public from such dangerous condition.

8. Conduct all work in strict accordance with regulations and guidelines adopted by the California Department of Public Health (CDPH) and the California Department of Industrial Relations (DIR), Division of Occupational Safety and Health, Safety for the prevention of COVID-19 in construction; and the regulations and guidelines for the prevention of COVID -19 adopted by the County of Monterey and by the City.

SECTION 7

Contracting Parties shall, at Contracting Parties' expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law including, but not limited to, fees for inspection of all improvements by the City Engineer or designee.

SECTION 8

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

SECTION 9

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

SECTION 10

Any reimbursements due the Contracting Parties, unless specified otherwise in writing in this Agreement, will expire ten (10) years after the date of execution of this Agreement.

SECTION 11

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

SECTION 12

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

SECTION 13

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

SECTION 14

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

SECTION 15

Time is of the essence of this Agreement.

SECTION 16

This Agreement, the conditions, and the agreements referenced herein constitute the entire agreement of the Parties with respect to the subject matter. All modifications, amendments or waivers of the terms of this Agreement must be in writing and signed by an authorized representative of the City and the Contracting Parties.

SECTION 17

In the event a schedule of performance is tolled, the time for commencement of construction or completion of the Improvements hereunder shall be extended for the same duration as applies to the schedule of performance. It is understood and agreed to by the Contracting Parties that they cannot, and will not, claim force majeure or request that the time for commencement of construction or completion of the Improvements be tolled the based on an economic downturn of any type. Any such extension may be granted without notice to Contracting Parties' surety and shall not affect the validity of this Agreement or release the surety on any security given for this Agreement.

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

ATTEST:

Anita Shepherd-Sharp
Deputy City Clerk

CITY OF MARINA

Layne Long
City Manager

APPROVED AS TO FORM:

City Attorney

[Signatures Continue on Following Page]

IN WITNESS WHEREOF Contracting Parties have executed this Agreement as of _____.

WATHEN CASTANOS PETERSON HOMES, INC.,
a Delaware Corporation

By: _____
Joshua E. Peterson, President

104 INVESTMENTS, LLC,
a California limited liability company

By : _____
Farid Assemi, Manager

LOCANS INVESTMENTS, LLC,
a California limited liability company

By: _____
Farid Assemi, Manager

WATHEN CASTANOS PETERSON COASTAL, LP,
a California limited partnership

By: Assemi Group, Inc. a California corporation

By: _____
Farid Assemi, President

By: _____
John A. Bezmalinovic, Secretary

MARINA DEVELOPERS, INC.,
a California corporation

By: _____
Joshua E. Peterson, President

NOTE: If Developer is a corporation, the complete legal name and corporate seal of the corporation and the corporate titles of the persons signing for the corporation shall appear above.

Per Govt. Code § 40814; Civ. Code §. 1181

PUBLIC IMPROVEMENTS FAITHFUL PERFORMANCE BOND

"Sea Haven Phase 4A"

Bond No.: 38K009529
Premium: $16,759

WHEREAS, the City Council of the City of Marina, County of Monterey, State of California (hereinafter referred to as "City") and 104 Investments, LLC, a California limited liability company, Locans Investments, LLC, a California limited liability company, Wathen Castanos Peterson Homes, Inc., a Delaware corporation, and Wathen Castanos Peterson Coastal, LP, a California limited partnership (collectively referred to herein as "Co-Owners") together with Marina Developers, Inc., a California corporation (referred to herein as the "Developer"), (hereinafter referred to as "Principal") have entered into an Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Improvements (hereinafter referred to as "Agreement"), whereby the Principal agrees to complete the improvement of streets, installation of storm drains and other public works facilities (hereinafter referred to as "Improvements") for the "Sea Haven Phase 4A" located west of Abrams Drive, north of Arroyo Drive in the City which said Agreement dated August 3, 2022, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for faithful performance of said Agreement.

NOW THEREFORE, we, the Principal and The Ohio Casualty Insurance Company, a corporation of the State of New Hampshire, an Admitted Surety Insurer duly licensed to conduct a general surety business in the State of California as defined by California Code of Civil Procedure, Section 995.120, as corporate surety (hereinafter referred to as "Surety"), are held and firmly bound unto the City of Marina, a municipal corporation, and to and for the benefit of any and all persons who may suffer damages by breach of the conditions hereof, in the penal sum of Three Million Three Hundred Fifty-One Thousand Eight Hundred Sixty-Seven Dollars ($3,351,867), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bound Principal, or Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said Agreement as agreed between the City and Principal, including the one-year warranty period guarantee after completion and acceptance by the City of the Improvements, and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

It is further agreed by and between the parties that, in the event the City deems it necessary to extend the time of completion of the Improvements required under the Agreement, an extension may only be granted by the City in writing.

Provided, further, for value received, the Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body. Principal and Surety have caused this Bond to be duly executed and delivered this 22nd day of July, 2022.

PRINCIPAL

104 Investments, LLC, a California limited liability company, Locans Investments, LLC, a California limited liability company, Wathen Castanos Peterson Homes, Inc., a Delaware corporation, and Wathen Castanos Peterson Coastal, LP, a California limited partnership (collectively referred to herein as "Co-Owners") together with Marina Developers, Inc., a California corporation (referred to herein as the "Developer")

By: _____
Joshua E. Peterson, President and authorized agent

SURETY

The Ohio Casualty Insurance Company

By _____
Name: Sydney M. Earl
Title: Attorney-in-Fact
Date: July 22, 2022

Attest/Witness or Corporate Seal
Corporate Seal and Surety Seal

Attach Attorney-in-Fact Certificate,

ABOVE-SIGNATORIES MUST BE NOTARIZED

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On July 25, 2022 before me, Brooke Krob, Notary Public
(insert name and title of the officer)

personally appeared Joshua E. Peterson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

BROOKE KROB
Notary Public - California
Fresno County
Commission # 2323487
My Comm. Expires Mar 9, 2024

APPROVED AS TO SURETY AND PRINCIPAL AMOUNT

Name: BRIAN McMINN
Title: City Engineer
Date: 8/1/22 ~~2019~~

APPROVED AS TO FORM:

Heidi Quinn
City Attorney

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of FRESNO

On July 22, 2022 before me, Christine Bagetakos, NOTARY PUBLIC, personally appeared

Sydney M. Earl,

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christine Bagetakos

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER **DESCRIPTION OF ATTACHED DOCUMENT**

☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ PARTNER(S) ☐ LIMITED
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

CA-ICW 24 (7/00)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207450-969346**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alison Berry, Joseph Orndoff, Linda K. Brager, Lynn Bailey, Melissa R. Hastings, Sydney M. Earl

all of the city of Fresno state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of March, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 9th day of March, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of July, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

PUBLIC IMPROVEMENTS LABOR AND MATERIALS BOND

"Sea Haven Phase 4A"

Bond No.: 38K009529
Premium: Included in Performance Bond

WHEREAS, the City Council of the City of Marina, County of Monterey, State of California (hereinafter referred to as "City") and 104 Investments, LLC, a California limited liability company, Locans Investments, LLC, a California limited liability company, Wathen Castanos Peterson Homes, Inc., a Delaware corporation, and Wathen Castanos Peterson Coastal, LP, a California limited partnership (collectively referred to herein as "Co-Owners") together with Marina Developers, Inc., a California corporation (referred to herein as the "Developer"), (hereinafter referred to as "Principal") have entered into an Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities (hereinafter referred to as "Agreement"), whereby the Principal agrees to complete the improvement of streets, installation of storm drains and other public works facilities (hereinafter referred to as "Improvements") for the "Sea Haven Phase 4A"located west of Abrams Drive, north of Arroyo Drive in the City which said Agreement dated August 3, 2022 , is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said Agreement, Principal is required, before entering upon performance of the work, to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW THEREFORE, we, the Principal and The Ohio Casualty Insurance Company, a corporation of the State of New Hampshire, an Admitted Surety Insurer duly licensed to conduct a general surety business in the State of California as defined by California Code of Civil Procedure, Section 995.120, as corporate surety (hereinafter referred to as "Surety"), are held and firmly bound unto the City of Marina, a municipal corporation, and all contractors, subcontractors, laborers, material suppliers, laborers and other persons employed in the performance of the aforesaid Agreement and referred to in the aforesaid Civil Code in the just and full sum of Three Million Three Hundred Fifty-One Thousand Eight Hundred Sixty-Seven Dollars ($3,351,867), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to the work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be include in the judgment therein rendered.

It is expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the conditions of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

It is further agreed by and between the parties that, in the event the City deems it necessary to extend the time of completion of the Improvements required under the Agreement, an extension may only be granted by the City in writing.

Provided further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

Provided further, that no settlement between the City and the Principal or any of them shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body. Principal and Surety have caused this Bond to be duly executed and delivered this 22nd day of July, 2022.

PRINCIPAL

104 Investments, LLC, a California limited liability company, Locans Investments, LLC, a California limited liability company, Wathen Castanos Peterson Homes, Inc., a Delaware corporation, and Wathen Castanos Peterson Coastal, LP, a California limited partnership (collectively referred to herein as "Co-Owners") together with Marina Developers, Inc., a California corporation (referred to herein as the "Developer")

By: _____
Joshua E. Peterson, President and authorized agent

SURETY

Surety Name

By _____
Name: Sydney M. Earl
Title: Attorney-in-Fact
Date: July 22, 2022

Attest/Witness or Corporate Seal
Corporate Seal and Surety Seal

Attach Attorney-in-Fact Certificate,

ABOVE-SIGNATORIES MUST BE NOTARIZED

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On July 25, 2022 before me, Brooke Krob, Notary Public
(insert name and title of the officer)

personally appeared Joshua E. Peterson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

BROOKE KROB
Notary Public - California
Fresno County
Commission # 2323487
My Comm. Expires Mar 9, 2024

APPROVED AS TO SURETY AND PRINCIPAL AMOUNT

Name: BRIAN MCMINN
Title: City Engineer
Date: 8/1/22 ~~2019~~

APPROVED AS TO FORM:

Heidi Quinn
City Attorney

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of FRESNO

On July 22, 2022 before me, Christine Bagetakos, NOTARY PUBLIC, personally appeared

Sydney M. Earl,

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christine Bagetakos

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ PARTNER(S) ☐ LIMITED
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

CA-ICW 24 (7/00)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207450-969346**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alison Berry, Joseph Orndoff, Linda K. Brager, Lynn Bailey, Melissa R. Hastings, Sydney M. Earl

all of the city of Fresno state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of March, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 9th day of March, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of July, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Whitson ENGINEERS
Civil Engineering + Land Surveying
6 Harris Court, Monterey, CA 93940 | 831.649.5225
whitsonengineers.com

Dana Gillespie
WCH DEVELOPERS
735 Tank Farm Rd Suite 100
San Luis Obispo, CA 93401

September 25, 2024

Re: Sea Haven Phase 4A
Project Completeness Summary

Per your request, a site visit was performed at Sea Haven Phase 4A to evaluate the status of subdivision improvements in relation to the Revision 6 Sea Haven Phase 4 Improvement Plans by Whitson Engineers, dated 8/7/2024. We found that the Phase 4A subdivision improvements to be substantially complete with the following items remaining:

- Minor pavement imperfections in select areas that have been identified on a City Punch List.
- Manhole rims to be raised to grade at MacArthur Drive near the conform to existing.
- Minor Signing and Striping at select streets to be completed:
  - Lamont Way and Madera Way parking
  - MacArthur Ave conform
  - Road and lane conforms along Carmel Avenue
    - Arroyo Drive north and south intersections
    - Samwill Court (all three intersections)
    - Santa Ynez
    - Santa Lucia
    - Lane 3 and Lane 7
- Incomplete ramp at El Capitan Drive and MacArthur Drive (awaiting PG&E utility completion).
- Rubicon Court pavement at stub street to Phase 4B.
- Incomplete sidewalk/ramp at the Arroyo Drive / Carmel Ave intersection (awaiting utility completion).

The current Phase 4A performance bond amount is $3,351,867 and we concur that a 90% performance bond reduction would provide ample remaining security to complete the phase ($335,186.70).

Sincerely,
Whitson Engineers

Andrew Hunter PE | Principal
RCE 67730

t:\monterey projects\4007 - sea haven\docs\cooresp\letters\4007 4a wch_03.docx

RESOLUTION NO. 2024-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING EXECUTION OF A SETTLEMENT AGREEMENT SETTLING SGMA AND REVERSE VALIDATION LITIGATION
(MONTEREY COUNTY SUPERIOR COURT NO. 19CV005270)
(COURT OF APPEAL, SIXTH DISTRICT NO. H049575)
(MONTEREY COUNTY SUPERIOR COURT NO. 20CV002436)
(MONTEREY COUNTY SUPERIOR COURT NO. 21CV000493)
(MONTEREY COUNTY SUPERIOR COURT NO. 23CV001400)

-o0o-

WHEREAS, the City of Marina has been involved in Monterey Superior Court Case No. 19CV005270 (entitled *City of Marina, et al. v. County of Monterey, et al.*) ("SGMA Action") at the trial and appellate court levels; and following briefing and argument at the appellate court, the Court of Appeal issued a remittitur on February 15, 2024 to send the matter back to the trial court; and

WHEREAS, the City of Marina has been involved several reverse validation actions at the trial court level: an action entitled *California-American Water Company v. All Persons Interested, et al*., in Monterey County Superior Court (Case No. 20CV002436); an action entitled *City of Marina, et al. v. All Persons Interested, et al*., in Monterey County Superior Court (Case No. 21CV000493); and an action entitled *City of Marina, et al. v. All Persons Interested, et al*., in Monterey County Superior Court (Case No. 23CV001400); and

WHEREAS, the parties to the above-referenced litigation have been involved in lengthy settlement negotiations, and have now reached agreement on terms and conditions pursuant to which each of the above-referenced actions will be fully resolved and closed; and

WHEREAS, this Council has reviewed and considered the settlement terms contained in the proposed settlement agreement, entitled "Settlement Agreement" (the "Agreement," hereafter), agrees with the terms therein, and desires to settle all of the above-referenced litigation and approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Marina that it (1) does hereby authorize the execution of the Agreement, (2) does authorize and direct the City Manager to execute the Agreement for and on behalf of the City, and (3) does direct the City Manager to lodge a fully executed counterpart of the Agreement with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of October 2024 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
Bruce Delgado, Mayor

ATTEST:

_____
Anita Sharp, City Clerk

10496065

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement"), effective as of October __, 2024, is entered into by and among the City of Marina ("City"), Marina Groundwater Sustainability Agency, and Marina City Council (collectively "Marina"); the County of Monterey, Monterey County Board of Supervisors, and County of Monterey Groundwater Sustainability Agency (collectively "County"); Salinas Valley Basin Groundwater Sustainability Agency and Board of Directors of Salinas Valley Basin Groundwater Sustainability Agency (collectively "SVBGSA"); and California-American Water Company ("Cal-Am"). Marina, County, SVBGSA and Cal-Am are sometimes each referred to herein as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties are each a party to some or all of four legal actions currently pending in Monterey County Superior Court and, by entering into this Agreement, the Parties intend to enter into a global settlement of all outstanding claims in each of these actions on the terms set forth below.

WHEREAS, on December 30, 2019, the City of Marina and Marina Groundwater Sustainability Agency filed an action entitled *City of Marina, et al. v. County of Monterey, et al*, Monterey County Superior Court, No. 19CV005270 ("SGMA Action"). The Court entered judgment in this action on September 27, 2021. Marina filed an appeal of this judgment and the County filed a cross-appeal. On November 13, 2023, the Court of Appeals for the Sixth Appellate District entered an opinion affirming the trial court judgment and on February 15, 2024, after a petition for review was denied by the California Supreme Court, the Court of Appeal issued a remittitur to Monterey County Superior Court.

WHEREAS, on September 9, 2020, Cal-Am filed a Complaint for Reverse Validation against Marina in an action entitled *California-American Water Company v. All Persons Interested, et al*., in Monterey County Superior Court (Case No. 20CV002436)("Cal-Am RV Action"). Marina, County and SVBGSA each filed an answer in this action, as did Marina Coast Water District. After the answers were filed, this case was stayed by the Court.

WHEREAS, on February 16, 2021, the City of Marina and Marina Groundwater Sustainability Agency filed a Complaint for Reverse Validation against the County and SVBGSA in an action entitled *City of Marina, et al. v. All Persons Interested, et al.,* in Monterey County Superior Court (Case No. 21CV000493) ("Marina RV Action #1"). The County, SVBGSA and Cal-Am each filed an answer in this action. After the answers were filed, this case was stayed by the Court.

WHEREAS, on May 3, 2023, the City of Marina and Marina Groundwater Sustainability Agency filed a Complaint for Reverse Validation against the County and SVBGSA in an action entitled *City of Marina, et al. v. All Persons Interested, et al.,* in Monterey County Superior Court (Case No. 23CV001400) ("Marina RV Action #2"). The County, SVBGSA and Cal-Am each filed an answer in this action. After the answers were filed, this case was stayed by the Court.

WHEREAS, the Parties want to settle all remaining disputes, obligations and potential claims for costs and attorneys' fees in the SGMA Action, as well as all disputes, obligations and claims in the stayed Cal-Am RV Action, Marina RV Action #1 and Marina RV Action #2 on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, based on the Recitals above, each of which is incorporated herein by reference, and in consideration of the mutual terms and conditions set forth below, it is hereby agreed by the Parties as follows:

1. Payments: The Parties have discussed the claims of various Parties for costs and potentially attorneys' fees' arising from the judgment in the SGMA Action and in connection with further litigation in the Cal-Am RV Action, Marina RV Action #1, and Marina RV Action #2. The Parties agree that they want to avoid the client time, transaction costs and uncertainties associated with litigating these issues now or in the future. In connection with this settlement, the City of Marina agrees to pay the following amounts:

(A) The City will pay $5,643.95 to Cal-Am for its incurred costs in the SGMA Action.

(B) The City will pay $50,000.00 to Salinas Valley Basin Groundwater Sustainability Agency, consisting of $17,244.00 for its incurred costs in the SGMA Action and $32,756 for SGMA implementation or a scientific investigation or study relating to groundwater sustainability within the 180/400 Foot Aquifer or Monterey Subbasins, to be jointly agreed upon by SVBGSA and Marina (and the County if it chooses to participate) and then overseen by SVBGSA as discussed further in paragraph 2 herein. This payment is not a payment for attorneys' fees incurred by SVBGSA in the SGMA Action.

(C) The City will pay $220,000 to the County of Monterey, consisting of $50,000 in incurred costs in the SGMA Action, and the balance for Marina's avoided transaction costs anticipated in further litigation. This payment is not a payment for attorneys' fees incurred by County in the SGMA Action.

Each of these payments will be made within 45 days after the Effective Date of this Agreement by check delivered to counsel for each Party.

2. Groundwater Sustainability Plan Meeting: SVBGSA will convene a substantive meeting with Marina within 60 days after the Effective Date of the Agreement to discuss the City's substantive concerns with the current SVBGSA Groundwater Sustainability Plan ("GSP"). The County, at its option, may also attend with representatives. Each Party will attend with one or more identified principals and technical consultants, but no legal counsel for any Party will attend this meeting. The attending Parties agree to confer in good faith to discuss and attempt to resolve the GSP issues, but no Party commits to any follow-up action or meeting at this time. The meeting's topics, and technical information and documents exchanged, will be

considered public records. This meeting will also address the SVBGSA's use of $32,756 as referenced above.

3. Dismissals: The Parties agree that (A) Cal-Am will dismiss with prejudice the Cal-Am RV Action, (B) Marina will dismiss with prejudice Marina RV Action #1 and Marina RV Action #2, and (C) no Party that filed an answer to a reverse validation action shall seek to file a further action pursuant to Code of Civil Procedure Section 867.5 after these dismissals. All Parties agree that they will each bear their own attorneys' fees and costs for and in connection with the Cal-Am RV Action, Marina RV Action #1, and Marina RV Action #2. Each Party agrees to cooperate with Cal-Am and Marina, as needed, to facilitate the dismissals of these three actions. The dismissals shall be filed within 15 days of the Effective Date.

4. Representations and Warranties:

(a) Each Party represents and warrants that it: (1) has full power and authority to enter into this Agreement and bind itself to this Agreement, and has received all necessary approvals and authorizations from any governmental bodies, agencies, officials, and courts or other tribunals; and (2) has not relied upon any representations or statements, whether written or oral, except those representations and statements set forth in this Agreement. Each Party represents and warrants that its execution, delivery, and performance under this Agreement will not violate or constitute a default under any applicable law or regulation or its charter documents (if any), any agreement or other instrument binding upon it or any of its subsidiaries or assets, or any judgment, order, or decree of any governmental body, agency, official, or court having jurisdiction over it.

(b) Each Party expressly represents and warrants that, prior to the execution of this Agreement, such Party has read this Agreement, understands all of its terms, and has reviewed (or has had the opportunity to review) it with legal counsel, accounting and tax consultants and other advisors of its choosing, and acknowledges that the other Party is expressly relying upon this representation and warranty.

(c) Each Party expressly represents and warrants that this Agreement is executed voluntarily and with full knowledge of its significance.

(d) Each Party represents and warrants that it has not taken or failed to take any action that would prevent such Party from performing its duties or obligations under this Agreement or deprive any other Party of the benefits of this Agreement.

5. No Admission: This Agreement is the direct result of a compromise of disputed allegations and claims. As such, this Agreement shall not, for any purpose, be considered as an admission of liability or responsibility by Marina, County, SVBGSA or Cal-Am, nor shall the payment of any consideration by Marina constitute or be construed as an admission of any liability or responsibility by Marina, which expressly denies any such liability or responsibility.

6. Breach of Agreement: If any Party breaches its obligations under this Agreement, any other Party must send a written notice of breach to the allegedly breaching Party

which specifies the nature of the breach and which gives the Party 30 days to cure the breach. During this 30-day period, the Parties should also make good faith efforts to informally resolve any alleged breach. If a breach is not cured or resolved during this period, a Party sending the written notice may initiate a legal action to address the alleged breach.

7. Notices: Any notices or other communications provided pursuant to this Agreement shall be in writing and shall be given by certified Unites States mail, return receipt requested, addressed as set forth below, or by electronic mail addressed as set forth below:

Notice to Marina:

Paul P. Spaulding, III
Shartsis Friese LLP
425 Market Street, Eleventh Floor
San Francisco, CA 94105
Email: sspaulding@sflaw.com

Notice to County:

Meredith E. Nikkel
Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814
Email: mnikkel@downeybrand.com

Notice to SVBGSA:

Dustin C. Cooper
Minasian Law LLP
1681 Bird Street
P.O. Box 1679
Oroville. CA 95965-1679
Email: dcooper@minasianlaw.com

Notice to CalAm:

Winston P. Stromberg
Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071-1560
Email: winston.stromberg@lw.com

The foregoing individuals and addresses for a Party may be changed by a notice given in accordance with this section. If the date of delivery or receipt of any notice to be given hereunder falls on a weekend or legal holiday, then the date of receipt shall automatically be deemed extended to the next business day for purposes of calculating time periods.

8. Attorneys' Fees and Costs: Each Party shall bear its own attorneys' fees and costs in negotiating this settlement and in connection with the preparation and execution of the Agreement. Other than the payment amounts set forth in Paragraph 1 above, no Party shall seek or be entitled to receive any costs or fees from any other Party that arise out of or are related to the SGMA Action, Cal-Am RV Action, Marina RV Action #1 or Marina RV Action #2.

9. Applicable Law: This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

10. Counterparts/Signatures: This Agreement may be executed in multiple counterparts, each of which shall evidence one and the same agreement. Facsimile and/or electronic copies of the Parties' original signatures to this Agreement transmitted by mail or electronic mail transmission shall be deemed originally executed and binding counterparts of the Agreement.

11. Entire Agreement: This Agreement contains the entire agreement of the Parties pertaining to the subject matter contained in it and supersedes any and all prior and/or contemporaneous negotiations, correspondence, understandings, representations, letters of intent and agreements. The Parties, and each of them, understand and agree that this Agreement is not made with reliance upon any inducement, statement, promise or representation other than those contained within this Agreement.

12. Modification or Amendment: This Agreement shall not be modified or amended except by an instrument in writing signed by all Parties to the Agreement.

13. Authority: Each of the persons signing the Agreement on behalf of an entity represents and warrants that he or she has actual authority and capacity to execute this Agreement on behalf of the entity and to bind it to all of the terms of the Agreement.

14. Effective Date: The Effective Date of the Agreement is the date on which the last Party signature is made.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be authorized by their duly authorized representatives.

Dated: October ___, 2024	City of Marina, Marina Groundwater Sustainability Agency and Marina City Council _____ By: Its:

Dated: October ___, 2024	County of Monterey Groundwater Sustainability Agency, County of Monterey, and Monterey County Board of Supervisors _____ By: Its:
Dated: October ___, 2024	Salinas Valley Basin Groundwater Sustainability Agency and Board of Directors of Salinas Valley Basin Groundwater Sustainability Agency _____ By: Its:
Dated: October ___, 2024	California-American Water Company _____ By: Its:

10472827

October 15, 2024 Item No. **10g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 15, 2024

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-, APPROVING AN AGREEMENT BETWEEN THE CITY OF MARINA AND M3 ENVIRONMENTAL, LLC FOR ON-CALL PROFESSIONAL SERVICES IN THE DISCIPLINES OF HAZARDOUS MATERIALS TESTING AND MONITORING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

REQUEST:

It is requested that the City Council:

1. Adopt Resolution No. 2024-, approving an agreement between the City of Marina and M3 Environmental LLC for on-call professional services in the discipline of Hazardous Materials Testing and Monitoring, and;
2. Authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

The City regularly enters into various professional services contracts to support development approvals and delivery of capital improvements. Examples of professional services that have been used in the past and are anticipated in the future are environmental and traffic studies of the impacts of proposed developments that are paid for through fee agreements with developers. Professional design and testing services also support the delivery of projects within the capital improvement program. This process was effectively used over the past six years to provide the various professional services required for City business.

On May 7, 2024, the City Council approved the recommendation to solicit proposals for on-call professional services to streamline the contracting process and allow staff to focus limited staff hours on project delivery and development review.

On May 16, 2024, staff advertised a Request for Statement of Qualifications (RFQ) for on-call professional services. The City asked for Statements of Qualifications (SOQs) from consulting firms for nine service areas, including Hazardous Materials Testing and Monitoring Services. On June 14, 2024, the City received one proposal for the Hazardous Materials Testing and Monitoring Services from M3 Environmental, LLC. An initial screening of the proposals determined that proposal from M3 was a responsive submittal and eligible for evaluation.

City staff from the Engineering Division and Planning Division reviewed and rated the proposals.

ANALYSIS:

The use of on-call services has been effectively used to streamline the development approval process and delivery of capital improvement projects. Many of the professional service agreements the City enters into are under $25,000 and involve seeking proposals from firms specializing within their respective fields of service. This results in a repetitive process to qualify firms for professional service agreements with the City. Use of on-call professional service contracts reduces the staff time needed to contract for services.

The total amount of consultant work to be requested and performed during each fiscal year term for each consultant cannot be well defined at the outset. However, the consultants will work on an on-call basis as defined by the City on a project-by-project basis. Accordingly, all work performed under the agreements will be pursuant to individual service orders that will have a specifically defined scope and schedule that will be negotiated on a project-by-project basis. Further, the individual agreements will acknowledge that the individual service orders will dictate the work done under each agreement, up to the not to exceed amount.

Staff recommends that the contract term be set to expire on June 30, 2027, with the option to extend for one additional year. The contract limit would be $300,000 per fiscal year, per consultant agreement, although the limit is not anticipated to be reached. **EXHIBIT A** is a copy of the draft consultant services agreement for the selected consultant.

FISCAL IMPACT:

This action only addresses the contracting process. The work to be performed under these on-call agreements has been budgeted for various projects in the Capital Improvement Program. There is no City obligation to expend any funds under these agreements. Staff will expend funds under these agreements to the extent authorized via City Council approved budget appropriations.

CEQA Findings:

The City has determined this is not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

CONCLUSION:

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

_____

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

REVIEWED/CONCUR:

_____

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

APPROVING AGREEMENTS BETWEEN THE CITY OF MARINA AND M3 ENVIRONMENTAL, LLC. FOR ON-CALL PROFESSIONAL SERVICES IN THE DISCIPLINE OF HAZARDOUS MATERIALS TESTING AND MONITORING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the City has a need to contract with consulting firms for professional services to support the delivery of capital improvement projects and the review and approval of proposed developments; and

WHEREAS, the selection process for professional services can be efficiently accomplished by establishing a number of on-call professional services contracts with various consulting firms; and

WHEREAS, on May 7, 2024, the City Council adopted resolution 2024-39 authorizing staff to solicit proposals for on-call professional services; and

WHEREAS, on May 16, 2024, staff advertised a Request for Statement of Qualifications (RFQ) for on-call professional services in the areas of hazardous materials testing and monitoring; and

WHEREAS, on June 14, 2024, the City received one proposals for the hazardous materials testing and monitoring service area from M3 Environmental, LLC. in response to the RFQ; and

WHEREAS, City staff from the Engineering Division and Planning Division reviewed the proposal and selected M3 Environmental, LLC. based on their local familiarity, example projects, expertise, and proposal; and

WHEREAS, staff recommends approving the consulting services agreements for M3 Environmental, LLC.; and

WHEREAS, consultant contract will be set to expire on June 30, 2027 with the option to extend the period of the contract by one year, and the contract limit for each consultant agreement will be $300,000 per fiscal year; and

WHEREAS, the City has determined this is not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

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

1. Approves agreements between the City of Marina and M3 Environmental, LLC. for on-call professional services in the disciplines of hazardous materials testing and monitoring; and

2. Authorizes the City Manager to execute the agreements with the selected firms substantially in the form in Attachment 2 on behalf of the City, subject to final review and approval by the City's Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of October 2024, by the following vote:

AYES: COUNCIL MEMBERS: Medina Dirksen, Burnett, Berkley, Biala, Delgado
NOES: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: None

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

CITY OF MARINA
AGREEMENT FOR ON-CALL_____SERVICES

THIS AGREEMENT is made and entered into on_____, 2022, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and _____, a California_____, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

A. City desires to retain Contractor for on-call_____services associated with various City projects described generally by Exhibit A – Contractor shall provide services pertaining to City projects and shall perform standby and support services for City as determined by the City Engineer.

B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services in accordance with the terms of individual service orders as set forth herein.

C. City desires to retain Contractor to provide such services.

Terms and Conditions

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

1. Scope of Work.

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in Exhibit "A" attached hereto ("Scope of Work") and by this reference made a part hereof. The Contractor shall be available to perform services under this Agreement as needed during the term of the Agreement. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion.

(b) All work performed under this Agreement shall be authorized in advance and in writing by a specific Service Order prior to the commencement of services. Each Service Order given by the City shall describe the nature of the specific task or service to be performed by the Contractor, the time limit or estimated number of hours within which such task or service must be completed and the compensation for such task or service. Details shall include a description of the task or service which Contractor shall perform, the geographic limits, if any, the type and scope of task or services to be performed, the format and schedule for deliverables, the schedule of performance, and the schedule of compensation. Contractor shall not perform any task or service unless authorized by a fully executed Service Order. Contractor shall advise the Project Administrator in writing immediately of any anticipated change in any task or service, fee or time schedule, and shall obtain the Project Administrator's prior written consent to the change prior to making any changes. In no event shall the Project Administrator's consent be construed to

relieve the Contractor from its duty to render all services or perform all tasks in accordance with applicable law and accepted industry standards.

(c) Contractor shall begin work under the Service Order only after receipt of the Service Order bearing the approval signature of the City Engineer. Each authorized Service Order issued under this Agreement by City shall be incorporated by reference as an integral part of Exhibit A and into the terms and conditions of this Agreement.

(d) The City's Project Administrator may, without invalidating this Agreement, order changes in any tasks or service to be performed pursuant to a Service Order by altering, adding to or deducting from the task or services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any of the tasks or services, the Contractor shall so notify the Project Administrator. If appropriate an equitable adjustment to the Contractor's compensation may be made, provided that any adjustment must be pre-approved by the parties in writing; with the City's approval coming from the Project Administrator.

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

(f) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(c)(1-4), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

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

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

2. <u>Term of Agreement & Commencement of Work</u>.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on _____, 2024, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

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

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

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

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

(b) This Agreement may be extended up to one (1) year upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed under any Service Order, which schedule shall be approved by the City's Project Administrator and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in accordance with the provisions of this Section and the hourly rates attached hereto as Exhibit B and incorporated herein by this reference. The total annual compensation under this agreement shall be limited to _____ per fiscal year, which runs from July 1 to June 30, and the remainder of the first fiscal year of the Agreement.

(b) The City will pay the Contractor under Service Orders on a time and materials/reimbursable expenses (T&M) basis. The hourly rate and reimbursable schedule in Exhibit B applies to all Service Orders.

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

(d) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) not more frequently than once during every month and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or disputed items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

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

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

(f) Expenses not otherwise addressed in the Service Order or the Fee Schedule incurred by Contractor in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)) and reimbursed to Contractor.

4. Termination or Suspension.

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

(b) If termination for default is effected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Contractor. Not later than the effective date of such termination or suspension, Contractor shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is effected by the Contractor or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

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

(b) Contractor designates _____, as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term as designated in Service Orders.

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

6. Delegation of Work.

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

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

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

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

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

9. Ownership of Data. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and the applicable Service Order, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and the applicable Service Order and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest.

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

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

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

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

12. Non-Discrimination.

(a) The Contractor's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

(b) During the performance of this Agreement, Contractor and its sub-contractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(c) Contractor and sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

(e Contractor and its sub-contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

13. Indemnification & Hold Harmless.

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, immediately defend (with independent counsel reasonably acceptable to the City) and hold harmless the City, its Council, boards, commissions, employees, officials

and agents (collectively "Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities"), where same arise out of the performance of this Agreement by Contractor, its officers, employees, agents and sub-contractors. The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify and Contractor shall be obligated to defend in all legal, equitable, administrative or special proceedings upon tender to the Contractor of any claim in any form or at any stage of an action or proceeding, whether or not liability is established and the obligation extends through final judgment including exhaustion of any appeals.. The Contractor's obligation to indemnify applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally determined that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined by said section 2782.8(c)(2) ("Design Professional") Design Professional shall indemnify, protect and hold harmless any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional, or such acts or omissions of an officer, employee, agent or subcontractor of the Design Professional. Design Professional shall not have an immediate duty to defend an Indemnified Party, however, Design Professional's obligation to indemnify (including reimbursing the cost to defend) and hold the Indemnified Parties harmless applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally determined that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party the Design Professional's indemnification obligation shall be reduced in proportion to the established comparative liability. Within 30 days following Design Professional's receipt of a properly presented written invoice Design Profession shall reimburse the Indemnified Party for the cost of reasonable attorney's fees and defense costs incurred by the Indemnified Party to the same extent of Design Professional's indemnity obligation herein. In no event shall the cost to defend charged to the Design Professional exceed the Design Professional's proportionate percentage of fault.

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

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to provide an immediate defense to any Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend the

Indemnified Party at Contractor's expense by independent counsel reasonably acceptable to the City. Unless otherwise provided above, an Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended. If it is finally adjudicated that liability for which Contractor has provided an immediate defense was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Contractor may submit a claim to the City for reimbursement of reasonable attorney's fees and defense costs.

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

14. Insurance.

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

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required for any Service Order issued as provided herein by giving Contractor ten days advance written notice of such change.

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

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

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq*., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may

apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

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

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

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

18. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement, including, without affecting Contractor's cost or compensation, advancing their mutual commitment to and recognition of the value of diversity and inclusion in the workforce.

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

20. Compliance with Laws.

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

(b) Contractor shall conduct all work in strict accordance with applicable regulations and guidelines adopted by the California Department of Public Health (CDPH) and the California Department of Industrial Relations (DIR), Division of Occupational Safety and Health, Safety for the prevention of COVID-19 and the regulations and guidelines for the prevention of COVID - 19 adopted by the County of Monterey and by the City.

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

(d) This Agreement is not intended and shall not be utilized for a public work as that term is used in California Labor Code Section 1720 *et seq*.

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

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

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

To Contractor: _____

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

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

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

25. **Attorney's Fees**. In the event of any controversy, claim or dispute relating to this Agreement, any Service Order, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. **Successors and Assigns.** All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

27. **Authority to Enter Agreement.** Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement and any Service Order. Each party warrants that the individuals who have signed this Agreement and shall sign Service Orders have the legal power, right and authority to make this Agreement and bind each respective party.

28. **Waiver.** A waiver of a default of any term of this Agreement or the terms and conditions of any Service Order shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. **Severability.** Should any portion of this Agreement or any Service Order be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. **Construction, References, Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. **Advice of Counsel.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

32. **Counterparts.** This Agreement and any Service Order may be signed in counterparts, each of which shall constitute an original.

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

34. **Entire Agreement.** This Agreement together with the Service Orders to be issued hereunder contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. . The exhibits attached hereto and the Service Orders to be attached as part of Exhibit A are incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and any exhibit of Service Order, the terms of this Agreement shall control.

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

CITY OF MARINA

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

Attest:
Per Resolution 2022 - ___

By: _____
Anita Shepherd-Sharp
Deputy City Clerk

Approved as to form:

By: _____
City Attorney

CONTRACTOR

By: _____
Name:
Its: _____
Date: _____

EXHIBIT A

GENERAL DESCRIPTION OF SERVICES

[Individual Service Orders to be attached as executed and are incorporated herein and made a part of this Agreement.]

EXHIBIT B
HOURLY RATE AND REIMBURSABLE SCHEDULE

Exhibit C - Insurance

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

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

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

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

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, contractual liability and completed operations at a minimum, and shall be in an amount of not less than two mission dollars ($2,000,000), and include a “drop down” provision providing primary coverage above a maximum $25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

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

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

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

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

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

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to Contractor's profession, in a form and amount approved by the City Attorney and Risk Manager, will be specified on a Service Order-specific basis if Contractor is working as a licensed professional. Contractor shall maintain such insurance for a period of five years following completion of work or services. Such insurance shall be in an amount of not less than one million dollars ($1,000,000) per claim and in annual aggregate. Contractor shall maintain such insurance in place for a period of five years following completion of work or services provided under this Agreement. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than commencement of the work or services under this Agreement.

Contractor and City further agree as follows:

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

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

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

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

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

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

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

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

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

the word “endeavor” with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

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

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

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

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

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

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

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

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

s) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than two million dollars ($2,000,000) each occurrence for at least three years following substantial completion of the work.

u) City reserves the right to modify the insurance requirements set forth herein in accordance with the terms of any specific Service Order issued as provided by the Agreement.

October 9, 2024 Item No: **10g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 15, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, APPROVING AMENDMENT NO. 8 TO THE AGREEMENT BETWEEN CITY OF MARINA AND SAVE THE WHALES OF SEASIDE, CALIFORNIA, TO PROVIDE PROFESSIONAL SERVICES FOR THE CITY OF MARINA'S STORM WATER PROGRAM, AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

REQUEST:

It is requested that City Council consider:

1. Adopting Resolution No. 2024-, approving Amendment No. 8 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program, and;

2. Authorizing the Finance Director to make necessary accounting and budgetary entries, and;

3. Authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

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

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

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

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

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

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

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

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

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

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

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

At the regular meeting on October 17, 2023, the City Council adopted Resolution No. 2023-104, approving Amendment No. 7 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 11.

ANALYSIS:

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

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

And for the last 8 permit years, the City's Stormwater program has effectively and efficiently responded to these new policies and requirements.

With the additive general Permit requirements as well as the supplementary requirements detailed above, staff has found Save the Whales as the most qualified consultant to manage the City's Phase II permit program for the remainder of Permit Year 12 (November – June 2025). The Regional Board allows approximately 4 months to produce the reporting requirements after each permit year. This means that the report-production period for Permit Year 12 will overlap with activities for the next Fiscal Year from July through October 2025.

For a list of permit requirements, see "Scope of Work" in the draft Amendment No. 8 to the Professional Services Agreement **("EXHIBIT B").**

City staff will oversee the amended scope to the agreement with Save the Whales to fulfill the requirements of the remaining Permit term, by providing, among other things, the necessary information needed for preparation of the annual report, and by ensuring compliance with the required staff training as part of the requirements of the current Phase II permit. The contract will also include the review of the new Draft Phase II permit's requirements and bring back to the Council the options and opportunities the City has for implementing its Program.

FISCAL IMPACT:

The total program costs for the professional services contract with Save the Whales for Permit Year 12 is $153,561.00. The breakdown in the program budget is as follows:

Fiscal Year 24/25 Stormwater Program Budget		
Permit Year 12, Program Costs	$	68,311.00
Fiscal Year 25/26 Stormwater Program Budget		
Permit Year 12, Program Costs & Annual Reporting	$	85,250.00
Permit Year 11 Program Budget	**$**	**153,561.00**

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

The remainder of the Program professional services costs of $85,250.00 will need to be appropriated during the budget approval process for a distribution into Fiscal Year 2025/26 and is not a part of Contract Amendment No.8 at this time.

CEQA Findings:

The City has determined this is not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

CONCLUSION:

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

Respectfully submitted,

_____

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

REVIEWED/CONCUR:

_____
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 COUNCIL OF THE CITY OF MARINA APPROVING AMENDMENT NO. 8 TO THE AGREEMENT BETWEEN CITY OF MARINA AND SAVE THE WHALES OF SEASIDE, CALIFORNIA, TO PROVIDE PROFESSIONAL SERVICES FOR THE CITY OF MARINA'S STORM WATER PROGRAM, AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, at the regular meeting on October 17, 2023, the City Council adopted Resolution No. 2023-104, approving Amendment No. 7 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 11, and;

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

WHEREAS, as summarized to the City Council at the December 15th, 2015 meeting, the Regional Water Board who regulates local agency's compliance to the Permit has enacted three additional provisions that affect local agencies during Permit Year 4 and 5: Industrial General Permit Requirements, the New Statewide Trash Policy Amendment, and Water Code Section 13267 Technical Report Order dated June 13, 2016 requiring an expanded pollutant reduction program. And for the last 8 permit years, the City's Stormwater program has effectively and efficiently responded to these new policies and requirements, and;

WHEREAS, with the additive general Permit requirements as well as the supplementary requirements detailed above, staff has found Save the Whales as the most qualified consultant to manage the City's Phase II permit program for the remainder of Permit Year 12 (November – June 2025). The Regional Board allows approximately 4 months to produce the reporting requirements after each permit year. This means that the report-production period for Permit Year 12 will overlap with activities for the next Fiscal Year from July through October 2025. For a list of permit requirements, see "Scope of Work" in the draft Amendment No. 8 to the Professional Services Agreement **("EXHIBIT B")**, and;

WHEREAS, City staff will oversee the amended scope to the agreement with Save the Whales to fulfill the requirements of the remaining Permit term, by providing, among other things, the necessary information needed for preparation of the annual report, and by ensuring compliance with the required staff training as part of the requirements of the current Phase II permit. The contract will also include the review of the new Draft Phase II permit's requirements and bring back to the Council the options and opportunities the City has for implementing its Program, and;

WHEREAS, the total program costs for the professional services contract with Save the Whales for Permit Year 12 is $153,561.00. Should the City Council approve this request, adequate funds are available in the approved budget for Fiscal Year 2024/25 activities in NPDES account No. 100.420.000.00-6370.540. The remainder of the Program professional services costs of $85,250.00 will need to be appropriated during the budget approval process for a distribution into Fiscal Year 2025/26 and is not a part of Contract Amendment No.8 at this time. The City has determined this is not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

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

1. Approve Amendment No. 8 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program, and;

2. Authorize the Finance Director to make necessary accounting and budgetary entries, and;

3. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of October 2024, by the following vote:

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

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

EXHIBIT A
TO STAFF REPORT

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

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

Recitals

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

B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.

C. City desires to retain Contractor to provide such services.

Terms and Conditions

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

1. Scope of Work.

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

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

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

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

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

2. **Term of Agreement & Commencement of Work**.

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

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

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

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

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

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

3. **Compensation.**

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

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

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

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

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

4. **Termination, Suspension or Deletion of Tasks.**

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

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

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

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

5. **Project Administrator, Project Manager & Key Personnel.**

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

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

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

6. **Delegation of Work**.

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

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

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

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

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

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

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

10. Conflict of Interest.

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

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

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

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

12. Non-Discrimination.

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

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

13. **Indemnification & Hold Harmless.**

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

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

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

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

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

14. Insurance.

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

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

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

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

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

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

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

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

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

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

20. **Compliance With Laws.**

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

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

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

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

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

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

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

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

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

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

25. **Attorney's Fees.** In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. **Successors and Assigns.** All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

27. **Authority to Enter Agreement.** Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

28. **Waiver.** A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. **Severability.** Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. **Construction, References, Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. **Advice of Counsel.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

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

34. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. The exhibits attached hereto are incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

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

CITY OF MARINA

By: _____
Name: Layne P. Long
Its: City Manager

Date: 5/4/17

CONTRACTOR

By: _____
Name: Maris Sidenstecker
Its: Project Manager

Date: 4/20/17

Approved as to form:

By: _____
for the City Attorney

Attest: _____
Deputy City Clerk

Resolution No. 2017- 21

City of Marina Stormwater Program
Detailed (Revised - Reduced 2/10/17) Scope of Work - (RFP #4 / "D1, 2, 3, 4") Stormwater Program Services (PE/PO)
Year 4 (2016 - 2017) Revised Proposed Task to Complete

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

Incurred in FY 17/18 Budget

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

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

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

55	**Task 3: Project Coordination Meetings and Project Management**								
56	All	Throughout	4&5	**Meetings - Client:** Respondent shall meet with client monthly at dates and times designated by Client as needed. It is estimated that 16 meetings will take place each calendar year. As noted in the RFP project meetings shall include a manager for a half day, with meeting minutes and other associated costs, such as travel expenses included.	All	Annual overview to be provided in Annual Report with highlights.	54	86	4644
57	All	Throughout	4&5	**Meetings - RWQCB:** Respondent shall meet with RWQCB as needed to ensure program compliance. At this time, Respondents estimates a total of 6 meetings, plus attending 6 regional training workshops on both the new Trash TMDL Policy and the 13267 Notification program requirements. Thus, it is estimated that 12 meetings / workshops will be attended at 3 hours each.	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.	11	86	946
58	All	Throughout	4 & 5	**Project Management:** Respondent shall provide effective Project Management throughout the entire project to ensure that quality programs are developed, implemented and managed, along with associated necessary quality documents on time and within budget. Program management and overall overhead related to this RFP is estimated .08% of the total cost above and adjusted to account for a 4 month period apx. This line item also covers providing updates on other relevant permits	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.			3346
59	**Task 3 Subtotal:**							**$**	**8,936**
TOTAL								**$**	**73,730**

Key: Con = Construction, IDDE = Illicit Discharge Detection and Elimination, MO/GH = Municipal Operations and Good Housekeeping, PE/PO = Public Education / Public Outreach, PP/PI = Public Participation and Public Involvement & PCR = Post Construction Requirements.

Key: ECS = Environmental Compliance Specialist, 2ND = 2ND Nature, STW = Save the Whales
Revised Fee Schedule - Reflects a postponement of various task to the next Permit Term (Year 5 - 2017-2018) and / or a reduced workload to account for a 4 - 5 month schedule.

Note: For 13267 requirements note estimated fee assumes that all necessary data has already been gathered and organized for preparing appropriate responses. If all necessary data is not already gathered and organized Respondent will discuss next reasonable steps with City.

Note: Since the 6/13/16 "13267 Notice" focus is discharges to WOTUS which technically is not applicable to the City of Marina since all outfalls discharge to either privately and / or publicly owned "Percolation Ponds". Thus, the City achieves 100% capture and 100% percolation, excluding evaporation of all storm water within the City, thus it is reasonable to assume that pollutant load reductions will be 100% which is the ultimate goal of any stormwater / water quality program. Thus, these requirements may not completely apply beyond mapping the system with defensible data reflecting 100% capture. This position will need to be discussed with the Central Coast RWQCB. However, if the Central Coast RWQCB disagrees with this position, then the estimates provided are to fulfill the requirements of the 13267 Notice. If the Central Coast RWQCB agrees with this position, then a huge savings to the City.

Note: This is a "Not to Exceed" Fee based proposal. As always, the approach is time and materials and if the total estimated amount is not utilized than those remaining funds will be available for other program element assistance at the discretion of Client's representative or simply will not be used.

EXHIBIT B

COSTS
Proposed costs are provided below.

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

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

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

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

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

Exhibit C - Insurance

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

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

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

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

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

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

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

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

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

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

Contractor and City further agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Marina Stormwater Program

Detailed Scope of Work - Stormwater Program Management Services (PE/PO)

Year 12 (2024 - 2025) Proposed Task to Complete Revised (Version 1) [Revised 6/01/24]

EXHIBIT B TO STAFF REPORT

Reference			Permit Element / Time Schedule / BMP Classification						Fee Proposal			
Ref No.	Permit	Page #	MCM	Task	Schedule	Task / Recommendation - Respondent Shall:	Scope of Services By	Anticipated Deliverables	Est Hrs	Rate	Total Nov 1, 2024 - June 30, 2025	Total July 1 - Oct 31, 2025
1	**Task 1: Program Management Element**											
2	E.6	25-	PE/PO	Internet Updates	PME	Program Management Element - Legal Authority, Municipal Code Review, Recommendations where Warranted and Etcetera						
3	E.6	On-going	PME	Project Management	Throughout	**Project Management:** Respondent shall provide effective Project Management throughout the entire project to ensure that quality programs are developed, implemented and managed, along with associated necessary quality documents on time and within budget. Program management and overall overhead related to this RFP is estimated .08% of the total cost above.	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.		95	$ 3,420.00	$ 3,420.00
4	E.6	20-	PME	Project Management	Throughout	**Meetings - RWQCB:** Respondent shall meet with RWQCB as needed to ensure program compliance. At this time, Respondents estimates a total of 4 meetings, plus attending 4 regional training workshops on the new NPS, AG Permit and proposed Pesticide Permit. Thus, it is estimated that 8 meetings / workshops will be attended at 3 hours each.	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.	24	95	1,140.00	$ 1,140.00
5	E.6	20-	PME	Project Management	Throughout	**Coordination and Oversight of Other Environmental Services Providers, and etc.**	ECS / STW	As needed, but estimated at:	36	95	1,710.00	$ 1,710.00
6	E.6.a.i-ii.a-j	20-	PME	Project Management	As needed	**Legal Authority** - Review Municipal Code to Ensure It Meet new Regulatory Needs (i.e. NPS, Ag Permit, proposed Pesticide Permit, New Phase II Permit, New CGP and Other Relevant Permits), Etc.	ECS	Review Municipal Code	0	0	On hold	On hold
7	E.6.c	20-	PME	Project Management	As needed	**ERP - Enforcement Response Plan** - Review and update as necessary, specific to item # 1 above	ECS	Review Municipal Code	0	0	On hold	On hold
8	E.6	n/a	PME	Project Management	Special Project	**New Permits:** Based upon proposed, new or updated Permits that may impact City requirements. New MS4 Permit, proposed updates to Ag Permits, Pesticide Use Permits, various other permits anticipated. If not required, then will not be implemented.	ECS		120	95	6,650.00	$ 6,650.00
9	E.6		PME	Project Management	General Overhead	**Program Overhead:** Accounting, book-keeping, billing, coordination of project team, indirect cost based on a per project cost (e.g., mileage, insurance, professional certifications, pdh/ceu mandatory trainings, volunteer recruitment / training)	STW	Item for next contract				
10			**Subtotal**			**Task 1: Program Management Element**					**12,920.00**	**12,920.00**
11	**Task 2 Public Education and Outreach Element & Public Participation and Involvement Element**											
12	E.7	Page #	MCM	Task	Schedule	Public Education and Public Outreach Element						
13	E.7.a.i/ii.(c,d,e,g,h,I,k,l,m)	25-	PE/PO	Internet Updates	Throughout	**Internet Updates:** Provide as needed updates for City's stormwater public education and outreach program website, facebook, CBSM and etcetera.	ECS / STW	Updates provided to City representative as needed and overview in Annual Report.	20	95	950.00	$ 950.00
14	E.7.a.i/ii.(c,d,e,g,h,I,k,l,m)	MRSWMP	PE/PO	Print Adds	On-Hold	**Print Ads:** Develop and run print ads with impressions on various program topics targeting specific audiences and specific pollutants of concern. This task line item is specifically a MRSWMP carry-over item. CBSM versions can be substituted in.	STW	Updates provided to City representative as needed and overview in Annual Report.	0	0	On hold	On hold
15	E.7.a.i/ii.(c,d,e,g,h,i);	25	PE/PO	Multiple Languages	On-Hold	**Multi-Languages:** Expand at least 2 existing outreach materials (*Type To Be Determined*) per year to Spanish & an Asian dialect (i.e. Korean) to meet the goals of council *(2015)* and community needs. Messaging to include at a minimum how to report illicit discharges, water efficient landscaping items, water conservation ideas, proper pesticide / fertilizer and herbicide application, solid waste - litter control (*Trash TMDL requirement*) and additional items as directed and/or as necessary.	ECS / STW	Translate two brochures per year, update City accordingly and provide overview in Annual Report.	40	95	1,900.00	$ 1,900.00

City of Marina Stormwater Program

Detailed Scope of Work - Stormwater Program Management Services (PE/PO)

Year 12 (2024 - 2025) Proposed Task to Complete Revised (Version 1) [Revised 6/01/24]

Reference			Permit Element / Time Schedule / BMP Classification				Scope of Services By	Anticipated Deliverables	Fee Proposal			
Ref No.	Permit	Page #	MCM	Task	Schedule	Task / Recommendation - Respondent Shall:			Est Hrs	Rate	Total Nov 1, 2024 - June 30, 2025	Total July 1 - Oct 31, 2025
16	E.7.a.i/ii.(d); E.8.i/ii.c/etc	25	PE/PO	Storm Drain Labeling	Spring	**Storm Drain Labeling:** Continue City's existing storm drain inlet labeling program and litter cleanup of inlets to engage public participation.	STW	Label storm drains and provide details in Annual Report to City.	25	95	1,187.50	$ 1,187.50
17	E.7.a.i/ii.(d); E.8.i/ii.c/etc	27	PE/PO	Storm Drain Labeling	Spring	**Storm Drain Emblems:** Supplies for storm drain emblems per year.	STW	n/a			276.16	
18	E.7.a.i/ii.(f)/ (c,d,e,g,h,i)	25	PE/PO	Material Distribution	Winter	**Distribute educational materials** determined by City. Recommend distribution at City Hall, library, community centers, public events (*i.e. farmers market, Marina Earth Day, Labor Day, Veteran's Day Celebration, Marina Tree and Garden events, etc.*) participate in four (4) events a year. Also, recommend distribution via regulatory compliance actions. Materials can be distributed via email (Businesses in particular), and/or via community based social marketing techniques, including print, internet (facebook, twitter and etc.). In the converse the Marina Annual Pet Program Contest can be done.	STW	Distribute materials to select facilities 4 times year and at noted events annually. Provide results to City in Annual Report and updates as necessary.	40	95	1,900.00	$ 1,900.00
19	E.7.a.ii.(c,d,f)	26	PE/PO	Restaurants (MRSWMP)	Winter	**Restaurants:** Visit 10-12 restaurants, distribute proportional number of pieces of bilingual educational materials (*posters, brochures, and link to online BMP in English and Spanish*).	STW	Implement annually, and provide list of facilities visited to City in Annual Report and updates as necessary.	15	95	**712.50**	**$ 712.50**
20	E.7.a.i/ii.(i)	26	PE/PO	Pesticides, herbicides, and fertilizers	Spring - Fall	**IPM:** Continue distribution of "Our Water Our World" Integrated Pest Management materials through public events, and partner with MRWMD workshops, participate in at least 1 event at Last Chance Mercantile. The focus is to show examples of alternatives to pesticides. The goal is to reach 20-40 people through events; report on increase/decrease in sales of "natural insecticides" from box store corporate headquarters.	STW	Implement annually, and provide list of facilities visited to City in Annual Report and updates as necessary.	0	0	On hold	On hold
21	**Task 2 Public Education and Outreach Element & Public Participation and Involvement Element**											
22	E.7	Page #	MCM	Task	Schedule	**Public Education and Public Outreach Element**						
23	E.7.a.i/ii.(j)	26	PE/PO	Schools	Spring - Fall	**Schools:** Provide environmental place-based learning in schools with hands-on presentations for grades K-3 and 4-12, with materials to effectively educate school–age children about storm water runoff, marine life in the MBNMS, and how they can help protect the environment (*groundwater and coastal areas)*. Partner with MRWMD to provide an assembly on protecting wildlife, recycling, and litter issues. Contact schools and principals for programs. For grades 4-12, pre-and post-student evaluations will be collected, tabulated, and analyzed for effectiveness in the annual report. All teachers who receive a program for their students will be asked to evaluate the presentation. The goal is to move this to a Zoom, Teams or equivalent platform during the pandemic	STW	Implement annually, and provide list of restaurants visited to City in Annual Report and updates as necessary.	36.2105263	95	**1,720.00**	**$ 1,720.00**
24	E.7.a.ii.j.4	26	PE/PO	Schools	Spring - Fall	**Schools:** Provide environmental place-based learning workshop to educators (*i.e. train the trainer*) per Permit.	STW	Develop workshop, outreach to educators, conduct workshop. Update City when workshop will be and report on annually.	20	95	**950.00**	**$ 950.00**
25	E.7.a.i/ii.(k)/(m)	27	PE/PO	Target Audiences	Spring	**Target Audiences:** Distribute existing materials target audiences to be determined (likely to the business community) via mail, advertisements, email and via community based social marketing.	ECS	Distribute as necessary to target audiences	65	95	3,087.50	$ 3,087.50
26	E.7.a.ii.d	27	PE/PO	Movie, Radio, Print	Throughout	**Movie, Radio, Print:** Continue existing PE / PO messaging using a multi-pronged approach (*print, radio, movie ad*) in applicable languages. Recommend substituting TV ad approach (*from MRSWMP*) to radio ads (*English and Spanish*) and digital movie ad (*already produced*) at local theater to run during blockbuster movie season in winter or summer. Number of patrons reached via radio and movie ads to be reported annually. This may also be accomplished via mail, advertisements, email and via community based social marketing.	STW	Throughout the Contract Term, and provide overview and results to City in Annual Report, and updates as necessary.	30	95	**1,425.00**	**$ 1,425.00**
27	E.7.a.ii.e	27	PE/PO	Events /Meetings / Presentations / Workshops	Spring - Fall	**Workshops:** The Permit requires the Permittee to hold public meetings to elicit public input. The recommendation is to change this approach to seeking public input through the website / Facebook & brochures. This approach will include routine updates as appropriate.	ECS / STW	As needed, and provide overview and results to City in Annual Report, and updates as necessary.	n/a			
28	E.7.a.ii.e	27	PE/PO	Events /Meetings / Presentations / Workshops	fall	**Workshops:** Recommend changing this to Annual Council presentation - program updates and a look ahead approach.	ECS / STW	Annually, and provide overview and results to City in Annual Report.	40	95	1,900.00	$ 1,900.00
29	E.7.b.1.i/ii.(a-e) E.7.b.3.i/ii E.11.g	27	PE/PO	IDDE - Staff & Site Operator Training & Education	Spring	**IDDE / MO/GH & IPM Training:** Staff and Site Operator Training and Education. E.7.b.1 - E.7.b.1. Illicit Discharge Detection and Elimination Training; E.7.b.2. Staff Construction Outreach and Education; E.7.b.3. Pollution Prevention and Good Housekeeping Staff Training; Combined with No.'s 28, 34, and 51 training.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	50	95	2,375.00	$ 2,375.00
30	E.7.b.2.b.i/ii.a	29	PE/PO	Construction Outreach and Education	3-4 x a yr	**Construction Site Operator Education:** Develop and distribute educational materials to construction site operators. Recommend notice to all operators working in town on WDID # / SWPPP projects be emailed a notice on trainings locally on stormwater construction site BMPs, post notice on City's website and make notice available at Permit Counter twice a year.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	24	95	1,140.00	$ 1,140.00

City of Marina Stormwater Program

Detailed Scope of Work - Stormwater Program Management Services (PE/PO)

Year 12 (2024 - 2025) Proposed Task to Complete Revised (Version 1) [Revised 6/01/24]

Reference			Permit Element / Time Schedule / BMP Classification						Fee Proposal			
Ref No.	Permit	Page #	MCM	Task	Schedule	Task / Recommendation - Respondent Shall:	Scope of Services By	Anticipated Deliverables	Est Hrs	Rate	Total Nov 1, 2024 - June 30, 2025	Total July 1 - Oct 31, 2025
31	**Task 2: Public Education and Outreach Element & Public Participation and Involvement Element**											
32	E.7	Page #	MCM	Task	Schedule	**Public Education and Public Outreach Element**						
33	E.7.b.2.b.i/ii.b-d	29	PE/PO	Construction Outreach and Education	up to 10 x a yr	**Construction Operator Outreach Recommendations:** (b) Distribute outreach tools aimed at educating construction site operators on appropriate selection, installation, implementation, and maintenance of storm water BMPs, as well as overall program compliance. (c) Distribute appropriate outreach materials to all construction operators who will be disturbing land within the MS4 boundary. The Permittee's contact information and website shall be included in these materials. (d) Update the existing stormwater website as necessary, to include information on appropriate selection, installation, implementation, and maintenance of BMPs. Replace with debriefing / training notices on a near monthly basis	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	24	95	2,375.00	$ 2,375.00
34	E.7.b.3.i/ii	29-30	PE/PO	Pollution Prevention and Good Housekeeping Staff Training	fall	**MO/GH Training**: E.7.b.3. Pollution Prevention and Good Housekeeping Staff Training. Combined with No.'s 28, 34, and 51 training.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report. See item 20 for joint cost	0	0	-	
35	E.8	Page #	MCM	Task	Schedule	**Public Participation & Public Involvement**						
36	E.8.i.ii.(a-d)	30	PIPP	Coastal Cleanup - sponsorship	Throughout	**Event:** As required public participation and involvement program shall encourage volunteerism, public comment and input on policy, and activism in the community. With this in mind Respondent shall coordinate, engage and lead the public in numerous events and/or sponsor partner events; such as coastal clean-up, pet poo markers installation, clean-up of debris and trash at local parks (*at least 4 events annually*), dune plant restoration, bi-annual Marina tree and garden club garden tour. Respondent shall engage the public via existing well established contacts with CSUMB and local environmental groups through Respondent's website, facebook, the City's website and via word of mouth recruitment at local community events, such as, farmers markets and etcetera. Respondent routinely solicits public input on program materials via each and every outreach material. Note: Some aspects of these tasks are carry-overs from the MRSWMP program.	ECS / STW	Throughout the year, and provide overview of results to the City as needed and in Annual Report.	50	95	2,375.00	$ 2,375.00
37	E.8.i/ii.(e)	30	PIPP	RWMG / IRWMG	Throughout	Regional Water Management Group [(RWMG) Formerly **Integrated Regional Water Management Program (IRWMP)]:** Respondent shall participate on behalf of client in monthly and / or quarterly RWMG meetings and associated watershed-level planning efforts, if applicable. The time provided is just an estimate	ECS	As needed, and provide updates to City as needed and overview in Annual Report.	40	95	1,900.00	$ 1,900.00
38	**Subtotal**					**Task 2: Public Education and Public Outreach and Public Participation and Involvement Element**					**26,173.66**	**25,897.50**
39	**Task 3: Construction, Municipal Operations and Good Housekeeping and Post Construction Requirements**											
						38						
40	E.10.a	Page #	MCM	Task	Schedule	**Construction Site Management**						
41	E.10.a	37-39	Con	Construction Site Outreach	Throughout	**Construction Outreach:** Update existing construction site related education materials as needed based upon changing regulations, standards and ASTM standards.	ECS	Throughout as needed, and provide updates to the City as needed and overview in the Annual Report of updates / modifications made.	6	95	712.50	$ 712.50
42	E.10.a.(i-iii)	37	Con	Inventory	3 - 4 x a yr	Construction Site Inventory - Maintain list of all active construction sites within City limits	ECS	Maintain list for city that achieves this permit requirement with coordination with City staff for all non-SWPPP sites with Soil Disturbing Activities.	12	95	665.00	$ 665.00
43	E.11				MO/GH	**Municipal Operations & Good Housekeeping**						
44	E.11	Page #	MCM	Task	Schedule	**Municipal Operations & Good Housekeeping**						
45	E.11.e.	43-44		Municipal Facility Inspections	1 x a yr	**MO/GH Inspections:** Respondent shall inspect municipally owned facilities as follows: (a) Quarterly visual hotspot inspections, (b) Annual Hotspot comprehensive inspections, (c) Quarterly Hotspot visual observation of storm water and non-storm water discharges, (d) Non-Hotspot Inspection once per Permit term vs. E.11.c.ii - annual assessment. Respondent will make assessments of the sites risk to water quality and make recommendations for remedial adjustments / actions as necessary. Respondent estimates that 8 sites in town will need quarterly inspections for various reasons, and 20 non-hotspot sites will be inspected annually.	ECS	Conduct inspections as specified and provide updates to City as needed and overview in Annual Report.	55	95	-	$ 6,175.00
49	E.11.G		4 x a year	Reporting	TP	**Trash Policy Plan Compliance Reporting** - Provide assistance to ensure City is meeting trash Full Capture System status, report on progress annually to water board	ECS	Assist and prepare annual report	30	95	570.00	$ 2,280.00
51	E.11.j.ii	47-48	MO/GH	Landscape Design and Maintenance	fall	**IPM Training:** Combined with No.'s 28, 34, and 51 training.	ECS / STW	Annually, provide training opportunities to City applicators and distributors, update City as needed and an overview will be provided in the Annual Report. See item 20 for joint cost.	see above		-	$ -
52	E.12				PCON	**Post Construction**						

City of Marina Stormwater Program

Detailed Scope of Work - Stormwater Program Management Services (PE/PO)

Year 12 (2024 - 2025) Proposed Task to Complete Revised (Version 1) [Revised 6/01/24]

Reference			Permit Element / Time Schedule / BMP Classification						Fee Proposal			
Ref No.	Permit	Page #	MCM	Task	Schedule	Task / Recommendation - Respondent Shall:	Scope of Services By	Anticipated Deliverables	Est Hrs	Rate	Total Nov 1, 2024 - June 30, 2025	Total July 1 - Oct 31, 2025
53	E.12	CCRWQCB PCRs	PCON	Reporting	4 x a yr	**Post Construction Requirements** - Related to Central Coast Regional Water Quality Control Board Post Construction Requirements. Update outreach materials based upon regulatory changes / updates. Remind City about requirement for annual reporting, conduct self certification outreach and assist with reporting. Coordinate annual reporting with Permittees and Review O&M and Agreements as necessary	ECS	See Task / Recommendations to Left	100	95	1,900.00	$ 7,600.00
54	E.12.i	60	PCON		Excluded	**OPTIONAL:** Post-Construction Best Management Practice Condition Assessment: Visually inspect and assess the condition of PCRs on sites where the site operator fails to report on the condition in the prior year. I estimate about 5-6 sites to inspect.	ECS	Optional: Recommend this to close the gap.				$ -
55	**Subtotal**					**Task 3: Construction, Municipal Operations & Good Housekeeping and Post Construction Requirements**					**3,847.50**	**17,432.50**
56	**Task 4: Water Quality Monitoring & Sampling, Program Effectiveness Assessment and Improvement Plan, TMDL and Annual Report**											
57	**E.13**				**WQM**	**Water Quality Monitoring & Sampling**						
58	E.13	62-69	WQM	n/a	n/a	**N/A:** Since the City does not have any outfalls that discharge to a US waterway (Note caveat regarding vernal pools), but which instead discharge to percolation ponds it is Respondent's position that this Permit element is not applicable at this time, unless the Central Coast RWQCB directs otherwise.	n/a	n/a				
59	E.13	n/a	WQM	Field Sampling	WQM	**Water Quality Monitoring & Sampling.** This project is complete and is another step in meeting the RWQCB's needs towards transitioning the City to a WDR versus a MS4 Phase II Permit	STW	Completed: Conduct Vernal Pool Water Quality Monitoring & Sampling	0	95	-	-
60	**E.14**				**PEAIP**	**Program Effectiveness Assessment and Improvement Plan**						
61	E.14	70 - 13267 Notice	6/13/2016 13267 Notice	Software User Agreement	2NDNature	**13267 Notice Software:** Software user license agreement for 13267 Requirements. Cushion of 5% added. If not required, then not charged	2ND	Annual software licensing fee			8,244.50	
62	E.14.a-b	70-73	PEAIP	Program Effectiveness Assessment and improvement Plan	Summer-fall	**PEAIP:** As applicable to the scope of work expressed within the RFP, specifically in regards to Public Education and Outreach Respondent will annually prepare and submit an effectiveness assessment analysis with recommendations based upon the iterative process to the MEP principle to City.	ECS / STW	The PEAIP will be submitted annually to the City for review and consideration.	45	95		4,275
63	**E.15**				**TMDL**	**Total Maximum Daily Load**						
64	E.15	73-74	TMDL	TMDL Requirements	n/a	Not applicable to this RFP, nor to the City of Marina.	n/a	n/a				
65	**E16**				**ARPT**	**Annual Reports**						
66	E.16	All	Reports	Applicable Annual Report Sections	fall	**Annual Reports:** Respondent shall prepare and submit all applicable Annual Report sections related to Public Education / Outreach (E.7) and Public Involvement / Participation (E.8) deliverables	ECS / STW	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.	80	95		7,600
67	**Subtotal**					**Task 4: Water Quality Monitoring & Sampling, PEAIP, TMDL and Annual Report**					**8,244.50**	**11,875.00**
67	**Task 5: Other Program Cost: Print, Postage and Mail**											
69	All	n/a	PE/PO	Print Cost	As needed	**Print cost** shall be at actual cost, plus 20% administrative overhead. Estimate of total print cost at 6,000 materials per year.	ECS / STW	Updates will be provided in Monthly billings to City. Reduced in a third because of Covid-19			1,050.00	1,050.00
70	All	n/a	PE/PO	Postage / etc.	As needed	**Postage cos**t shall be at actual cost, plus 20% administrative overhead. Estimate of total of 4,000 mailings per year.	ECS / STW	Updates will be provided in Monthly billings to City.			1,920.00	1,920.00
71	All	All	Reports	Annual Report Sections	Throughout	Extra Reports: Respondent shall prepare and submit all other Annual Report Sections as directed by the CITY in compliance with the existing PERMIT at an hourly rate of:	ECS / STW	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.			TBD	TBD

City of Marina Stormwater Program

Detailed Scope of Work - Stormwater Program Management Services (PE/PO)

Year 12 (2024 - 2025) Proposed Task to Complete Revised (Version 1) [Revised 6/01/24]

Reference			Permit Element / Time Schedule / BMP Classification				Scope of Services By	Anticipated Deliverables	Fee Proposal			
Ref No.	Permit	Page #	MCM	Task	Schedule	Task / Recommendation - Respondent Shall:			Est Hrs	Rate	Total Nov 1, 2024 - June 30, 2025	Total July 1 - Oct 31, 2025
72	All	All	Reports	Annual Report Sections	Throughout	**WDR Transition:** In anticipation of the release of the new MS4 Phase II Permit during this fiscal year consultant anticipates working with City in securing a WDR in place of the MS4 Phase II Permit. The goal is to have a reduced stormwater program, resulting in long-term cost savings for the City.	ECS	Work towards a WDR versus an MS4 Phase II Permit	298	95	14,155	14,155
73	**Subtotal**					**Task 5: Other Program Cost: Print, Postage and Mail**					17,125	17,125
GRAND TOTAL: 2024-2025 (Contract Year November 1, 2024-June 30,2025 & July 1, 2025-October 31, 2025)											**$ 68,311**	**$ 85,250**

Key: Con = Construction, IDDE = Illicit Discharge Detection and Elimination, MO/GH = Municipal Operations and Good Housekeeping, PE/PO = Public Education / Public Outreach, PP/PI = Public Participation and Public Involvement & PCR = Post Construction Requirements.

Key: ECS = Environmental Compliance Specialist, 2ND = 2ND Nature, STW = Save the Whales

Note: This is a "Not to Exceed" Fee based proposal. As always, the approach is time and materials and if the total estimated amount is not utilized than those remaining funds will be available for other program element assistance at the discretion of Client's representative or simply will not be used.

Note: All STW / ECS or ECS / STW combination projects I just divide the budget in half between the two of us to simplify accounting

Note, items 5, 8, 42, 46, 47, 48, 49, 53, 58, 60, are all newer line items. Thus additional work that did not exist before 2018.

Note, some items specifically relate to the potential of working towards a reduced permit, such as line item 72.

October 11, 2024 Item No.**10g(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 15, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PACIFIC GAS & ELECTRIC FOR JOINT USE OF RIGHTS OF WAY AND EASEMENTS RELATED TO THE UNDERGROUNDING OF CERTAIN UTILITIES WITHIN THE PROJECT BY SHEA HOMES LIMITED PARTNERSHIP SHOWN ON "TRACT 1566 THE DUNES ON MONTEREY BAY PHASE 2 WEST" IN THE VICINITY OF 1ST AVENUE BETWEEN 8TH STREET AND 6TH STREET, CITY OF MARINA, SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY.

RECOMMENDATION: It is recommended that the City Council consider:

1. Adopting Resolution No. 2024-, authorizing the City Manager to negotiate and execute an agreement with Pacific Gas & Electric for joint use of rights of way and easements related to the undergrounding of certain utilities within the project by Shea Homes Limited Partnership shown on "Tract 1566 The Dunes On Monterey Bay Phase 2 West" in the vicinity of 1st Avenue between 8th Street and 6th Street, City of Marina, subject to review and approval by the City Attorney.

BACKGROUND:
At the regular meeting of November 21, 2023, the City Council adopted Resolution No. 2023-123, approving the Phase 2 West/Residential Final Map for the Dunes on Monterey Bay Development Project Subdivision. This map included the establishment of right of way and utility easements for proposed infrastructure servicing residential development.

ANALYSIS:
All existing underground gas and overhead electrical facilities within Fort Ord were transferred to PG&E from the US Army and the Fort Ord Reuse Authority between 1996 and 1997. Since then, improvement plans associated with Phase 2 West Residential Development included the relocation and undergrounding of overhead PG&E facilities from their current alignment.

In order to relocate these facilities from their existing easement into the City right-of-way, PG&E is requiring a Joint Use Agreement between the City and PG&E to establish responsibilities of each agency once the facilities are relocated and for any future relocations if needed by the City or PG&E.

The intended right-of-way area/area of joint use through City properties are in substantial conformance with the tentative map as amended as well as the project Specific Plan. With these findings, staff is recommending moving forward with negotiating and executing an agreement with PG&E to accomplish the relocation and undergrounding of utilities.

FISCAL IMPACT:
There is no fiscal impact should the City Council approve this request. Relocation of utilities into the right-of-way will be funded by the Developer.

CEQA Findings:
The right-of-way designation and use thereof for undergrounding of utilities is consistent with the certified Environmental Impact Report (EIR) (SCH No. 2004091167). Section 15162, Paragraph C of the CEQA Guidelines states that if an EIR or negative declaration has been adopted for a project, no subsequent EIR is to be prepared unless there have been substantial changes to the project.

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 Engineer
City of Marina

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PACIFIC GAS & ELECTRIC FOR JOINT USE OF RIGHTS OF WAY AND EASEMENTS RELATED TO THE UNDERGROUNDING OF CERTAIN UTILITIES WITHIN THE PROJECT BY SHEA HOMES LIMITED PARTNERSHIP SHOWN ON "TRACT 1566 THE DUNES ON MONTEREY BAY PHASE 2 WEST" IN THE VICINITY OF 1ST AVENUE BETWEEN 8TH STREET AND 6TH STREET, CITY OF MARINA, SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, at the regular meeting of November 21, 2023, the City Council adopted Resolution No. 2023-123, approving the Phase 2 West/Residential Final Map for the Dunes on Monterey Bay Development Project Subdivision. This map included the establishment of right of way and utility easements for proposed infrastructure servicing residential development; and

WHEREAS, all existing underground gas and overhead electrical facilities within Fort Ord were transferred to PG&E from the US Army and the Fort Ord Reuse Authority between 1996 and 1997. Since then, improvement plans associated with Phase 2 West Residential Development included the relocation and undergrounding of overhead PG&E facilities from their current alignment; and

WHEREAS, in order to relocate these facilities from their existing easement into the City right-of-way, PG&E is requiring a Joint Use Agreement between the City and PG&E to establish responsibilities of each agency once the facilities are relocated and for any future relocations if needed by the City or PG&E; and

WHEREAS, the intended right-of-way area/area of joint use through City properties are in substantial conformance with the tentative map as amended as well as the project Specific Plan. With these findings, staff is recommending moving forward with negotiating and executing an agreement with PG&E to accomplish the relocation and undergrounding of utilities; and

WHEREAS, there is no fiscal impact should the City Council approve this request. Relocation of utilities into the right-of-way will be funded by the Developer; and

WHEREAS, the right-of-way designation and use thereof for undergrounding of utilities is consistent with the certified Environmental Impact Report (EIR) (SCH No. 2004091167). Section 15162, Paragraph C of the CEQA Guidelines states that if an EIR or negative declaration has been adopted for a project, no subsequent EIR is to be prepared unless there have been substantial changes to the project.

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

1. Authorize the City Manager to negotiate and execute an agreement with Pacific Gas & Electric for joint use of rights of way and easements related to the undergrounding of certain utilities within the project by Shea Homes Limited Partnership shown on "Tract 1566 The Dunes on Monterey Bay Phase 2 West" in the vicinity of 1st Avenue between 8th Street and 6th Street, City of Marina, subject to review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held on the 15th day of October 2024, by the following vote:

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

_____
Bruce Delgado, Mayor

ATTEST:

_____
Anita Sharp, City Clerk

CITY OF MARINA
211 Hillcrest Avenue
Marina, CA 93933
831-884-1278; FAX 831-384-9148
www.cityofmarina.org

October 9, 2024

Dear Chair Lopez and TAMC Board Members,

As you are aware, the lease between the City of Marina ("City") and Transportation Agency of Monterey ("TAMC") for the use of the Monterey Branch Line expires on October 31, 2024. We have received an official notice from TAMC that it will not be extending the lease when it terminates on October 31, 2024. As a result of this notice, we have notified the Museum of Handcar Technology that they must cease operations on October 31, 2024, and then have 30 days from that date to remove all their equipment and to clean and restore the property to pre-lease condition.

Our City has a small ask for your Board. We would like to request that you consider extending the lease with the City on a month-to-month temporary basis so that the handcar operations can continue up and until the Monterey Salinas Transit ("MST") SURF! project gets to the point that they need the handcars off the rail line when they begin construction.

We are grateful that your Board has worked with our City over the past couple of years to take a chance on a lease with this handcar business that has grown into an amazing operation that none of us could have imagined a couple of years ago. Our City does not have the golf courses, aquariums and museums, beaches, national monuments, wine country, shopping areas and other tourist attractions that draw tourists to Monterey County. However, this little handcar company has brought thousands of tourists to our City as well as the Monterey region. It is a business located in our struggling downtown area that is bringing people to our downtown shops and staying in our local hotels. When the handcar company ceases operations and leaves, we believe it will have an impact on our downtown area.

We understand that the primary reason driving the termination of the lease is the need for the area/rail line for construction of the MST SURF! project. It was made clear to all parties upfront when we entered into the lease with Museum of Handcar Technology that the lease would not be extended if/when the SURF! project was approved and started construction. Construction, however, will likely not commence immediately.

We have received a proposal from the Museum of Handcar Technology (attached) to potentially relocate their operations to a location close to our library which would then operate a new branch line going north approximately 2.3 miles. We have had preliminary discussions with your staff, and we are hopeful that we may have a path forward and are interested in exploring this option for the future. This new proposed route is much more complicated than the previous route. There are several road crossings which will require signals and road improvements. Additionally, permits will be required from both the California Coastal Commission and the California Public Utilities Commission.

An extension of our lease with you will allow the handcar business to continue their operations while concurrently working with your Board, the California Coastal Commission, the Public Utilities Commission, and the City to secure the required permits and make the required track improvements to operate at the new location. Without a lease extension, they will be required to terminate their business operations and remove all their equipment, and it is likely the handcar business will shut down permanently. Without a source of revenue, they will not be able to pursue relocation to the northern part of the City if they are not granted an extension and must shut down.

Like you, at times, we have had some disagreements and challenges collaborating with the owners of the Museum of Handcar Technology. However, we have seen firsthand how this family start up business had a vision, took a risk and through a lot of hard work, development of innovative technology, dedication, and skillful marketing and use of social media they became extremely successful.

The partnership between the City and TAMC has worked well on this project. We have worked through the glitches and were able to provide a nice revenue stream to TAMC and the City, as well as creating a fun new tourist attraction to our region and our City. TAMC receives about $5,823 per month with the lease and since inception in November 2022, TAMC has received approximately $176,770 in revenue. The City of Marina receives business license tax revenue and since inception has received a much smaller amount of $3,632. We would ask that you reconsider extending this lease temporarily so that we can have a chance to keep this business that is important to our City and especially our downtown area.

Please let me know if you have any questions, I would be happy to meet with any of you at any time.

Sincerely,

Layne Long
City Manager
City of Marina

Cc: Todd Muck

October 15, 2024 Item No. **11a**

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting
of October 15, 2024

CITY COUNCIL OF THE CITY OF MARINA TO HOLD A PUBLIC HEARING AND CONTINUE SUCH PUBLIC HEARING TO NOVEMBER 6, 2024 REGARDING THE ESTABLISHMENT OF THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2024-1 (THE DUNES-WEST SIDE SERVICES CFD), THE LEVY OF SPECIAL TAXES, AND CALLING AN ELECTION WITHIN THE DISTRICT.

RECOMMENDATION:

It is recommended that the City Council open a public hearing on October 15 regarding the proposed formation of the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services) and immediately continue such public hearing to the next City Council meeting on November 6, 2024. Further actions regarding the formation of the Dunes West Side Services CFD will be recommended following the close of the public hearing on November 6, 2024.

BACKGROUND:

The City has received a petition, consent and waiver of certain CFD formation and election procedures and timeframes from MCP and its affiliate Shea Homes Limited Partnership, 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) (the "Dunes West Side Services CFD" or the "CFD") to levy a special tax to fund all or a part of the public services (the "City Services") required to maintain infrastructure at The Dunes West Side Development as well as to pay for some of the costs incurred by the owners association for the maintenance of the town square including the restroom and certain other improvements owned or managed by the owners association ("POA Services" and collectively with the City Services, the ("Services")). MCP has formed the Dunes Promenade Commercial Association, a California nonprofit mutual benefit corporation (the "POA") to provide the POA Services.

ANALYSIS:

The purpose of the proposed Dunes West Side Services CFD is to generate special tax revenues to fund the Services. The levy of special taxes within the Dunes West Side Services CFD must be approved at an election at which at least 2/3 of the owners of property within the CFD vote in favor of the proposed special taxes.

Prior Meeting

At the September 4th City Council meeting there were several legal documents prepared by Stradling Yocca Carlson & Rauth, the City's Special Counsel related to the formation of City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services) and approved, including:

Resolution of Intention – The Resolution of Intention did the following: a) accepted the petition filed by Shea with respect to the Dunes CFD; b) declares the intention of the City to form The Dunes West Side Services CFD; (c) describes the territories within the boundaries of The Dunes West Side Services CFD; 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 October 15, 2024; and g) describes the proposed voting procedures for the Dunes West Side Services CFD.

Tonight's Actions

The City, Shea, and MCP are discussing the most effective approach to the formation of the CFD and expect to be ready to proceed with the formation of the CFD on November 6. Accordingly, staff recommends that the City Council open a public hearing regarding the formation of the CFD and levy of the special taxes and immediately continue such hearing to November 6.

On November 6, 2024, the City Council will be presented with information regarding the Dunes West Side Services CFD, the special taxes, and the Services to be funded using the special taxes. After the conclusion of the November 6 public hearing the City Council may consider the following actions:

1. Adopt a resolution establishing the Dunes West Side Services CFD (the "ROF")
2. Call a special election
3. Approve a resolution approving a Services Funding Agreement with the POA and MCP and an Indemnity Agreement with MCP
4. Following the election and certification that not fewer than 2/3 of the landowners in the CFD voted in favor of the special taxes, the City Council will be asked to adopt an Ordinance levying the special taxes.

The ordinance authorizing special tax levy is effective 30 days after the second reading.

This item has been prepared and reviewed by the City's consultant team, which includes special counsels (Stradling, Yocca, Carlson & Rauth LLP and Goldfarb & Lipman LLP), city attorney (Shute, Mihaly & Weinberger LLP), municipal advisor (Fieldman, Rolapp and Associates) and special tax consultant (Goodwin Consulting).

FISCAL IMPACT:

There is no fiscal impact from continuing the public hearing. There is an impact to the City's General Fund if the Dunes West Side CFD is not formed due to the potential services costs estimated at $1,009,442 per year being paid out of the General Fund.

CONCLUSION:

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

_____

Tori Hannah
Finance Director
City of Marina

REVIEWED/CONCUR:

_____

Layne P. Long
City Manager
City of Marina

_____

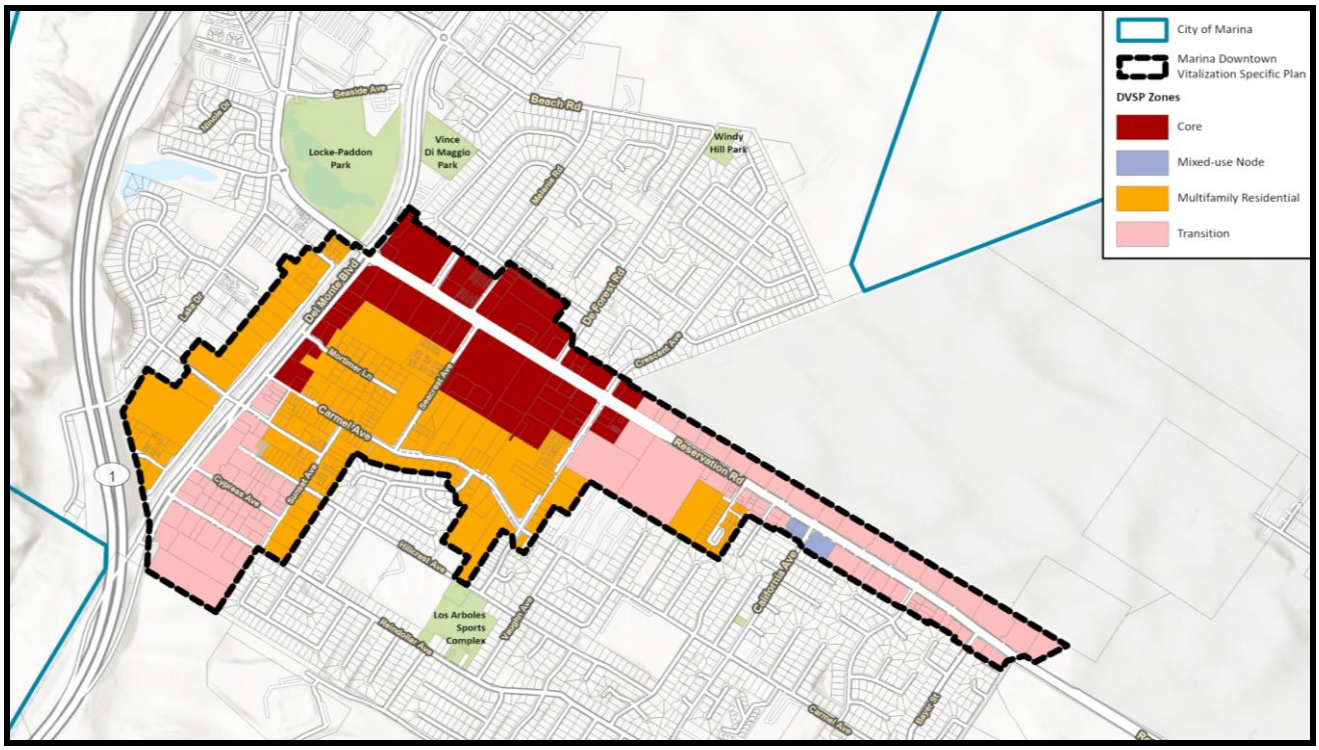
Rene A. Ortega
City Attorney
City of Marina

October 15, 2024 Item No. **13a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 15, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (FEIR), AND ADOPT THE MITIGATION MONITORING PROGRAM (MMRP), FINDINGS OF FACT, AND STATEMENT OF OVERRIDING CONSIDERATIONS, APPROVE THE DOWNTOWN SPECIFIC PLAN, ADOPT GENERAL PLAN AMENDMENTS (GPA 24-003) TO THE 2000 MARINA GENERAL PLAN TO IMPLEMENT THE DOWNTOWN SPECIFIC PLAN, ADOPT ZONING TEXT AMENDMENTS TO THE MARINA MUNICIPAL CODE TO IMPLEMENT THE DOWNTOWN SPECIFIC PLAN. AMEND THE MARINA ZONING MAP TO INCORPORATE BY REFERENCE THE ZONING STANDARDS IDENTIFIED AS APPENDIX A (DEVELOPMENT CODE) TO THE DOWNTOWN SPECIFIC PLAN AND RESCIND CITY COUNCIL RESOLUTION 2008-111



RECOMMENDATION: It is recommended that the City Council consider:

1. Certify the Final Environmental Impact Report (FEIR), and adopt the mitigation monitoring program (MMRP), findings of fact, and statement of overriding considerations.
2. Approve the Downtown Specific Plan, incorporating the revisions recommended by the Planning Commission in its September 12, 2024 resolution.

3. Adopt General Plan Amendments (GPA 24-003) to the 2000 Marina General Plan to implement the Downtown Specific Plan.
4. Adopt zoning text amendments to the Marina Municipal Code to implement the Downtown Specific Plan.
5. Amend the Marina Zoning Map to incorporate by reference the zoning standards identified as Appendix A (Development Code) to the Downtown Specific Plan.
6. Rescind City Council Motion 2008-111 regarding the preparation of a specific plan for individual projects in the downtown area.

BACKGROUND

Below is a brief summary of documents and the project history that relate to the community's desire for a vibrant downtown area:

- 1978-first General Plan encouraged a downtown
- 1982-updated General Plan encouraged more commercial space in Marina
- 1986-establishment of the Redevelopment Agency with a focus on a downtown area
- 1994-Fort Ord closed. Marina loses 21% of its population, negatively impacting the downtown area.
- 1998- A "retail leakage" report recommends a need for a downtown and more commercial development.
- 2001-Council identifies revitalization of the commercial core as a key priority
- 2005-Downtown Vision and Design Guidelines adopted.
- 2006-traffic study prepared for the downtown area, which discusses reducing Del Monte Blvd down to two lanes
- 2011-Draft Downtown Plan presented to the City Council
- 2018-2019-Development of a Downtown Specific Plan. Several community meetings occur in this time frame (15 Ad Hoc Meetings; 6-PC Hearings; 2 DRC meetings; 2 Council meetings)
- 2021-Present-City holds six public hearings about the draft plan; 3,600 postcards sent out by city staff; multiple check in meetings with the Chamber of Commerce, Marina Foundation and interested parties.

Specific Plans

A Specific Plan is a planning tool that local governments can use to implement their General Plan and to guide development in a localized area. While the General Plan is the overall guide for growth and development in a community, the goal of a Specific Plan is to focus on the unique characteristics of a special area by customizing the planning process and land use regulations to that area. The authority for preparation and adoption of specific plans is set forth in the California Government Code, Sections 65450 through 65457. The law allows adoption of Specific Plans as may be required for the implementation of the General Plan. A Specific Plan is intended to be a tool for developers, property owners, City staff and decision makers by providing strong and clear policies, development standards, and a vision that guides land use decisions, infrastructure improvements, design, and economic development activities in the project area.

Specific Plan Process

The City Council, upon recommendation of the Planning Commission, shall be the final hearing body for Specific Plans. The Planning Commission shall prepare its recommendation, and the Council shall render its decision in accordance with Section 1.20 of the 2000 Marina General Plan and pursuant to Sections 65358 of the Government Code.

Specific Goals of the Downtown Plan

The Downtown Specific Plan builds on the goals and objectives established in the City of Marina General Plan and the relevant standards and regulations from the City's Municipal Code. The DSP also implements elements of the City's Downtown Vision, Downtown Design Standards and Guidelines, and Pedestrian and Bicycle Master Plan. At full buildout, the plan will allow for the development of 1.3 million square feet of new office and retail space while also providing enhanced density with another 2,904 residential units being built. More importantly, the plan will help spur economic development in the urban core of Marina. The objectives of the DSP are set forth as follows:

Land Use and Development-A community with a safe, walkable, and vibrant downtown, that attracts diverse business opportunities, encourages appropriate mixed uses, and integrates adjoining neighborhoods, parks, and trails.

Community Identity-A Downtown that supports innovation in design and employs environmentally responsible building practices, net-zero building principles, and is designed to create more comfortable, environmentally responsible, energy efficient, and healthier indoor and outdoor environments.

Cultural Diversity-A Downtown where people of all incomes, ages, abilities, races, and cultures feel like they belong.

Housing Affordability-A variety of affordable, high-quality and high-performance housing options for people to live in Downtown.

Environmental Responsibility and Sustainability-A Downtown that supports innovation in design and employs high-performance building technology, net zero-energy and net zero carbon principles, and is designed to create more comfortable, environmentally responsible, energy efficient, and healthy indoor and outdoor environments.

Economic Vitality-An environment that attracts and sustains economic activity through innovation, business, and social opportunities.

Mobility-A Downtown with safe and efficient pedestrian and vehicular circulation that encourages people to gather, walk, cycle, or use public transportation.

Public Facilities and Infrastructure-Ensure that adequate public services and public utilities are provided for future development, and enhance the Downtown by planning for future public facilities

<u>Downtown Specific Plan Document</u>

The Downtown Specific Plan is divided into seven (7) chapters with appendices:

Chapter 1 Introduction contains project background, a review of community engagement efforts, and considers opportunities and constraints present in the Downtown.

Chapter 2 Setting and Existing Conditions contains an overview of background conditions such as Marina's history, regional context, economic context, existing land use, and existing transportation network and facilities.

Chapter 3 Downtown Vision puts forth a desired vision of Downtown Marina (Downtown) that will result with the implementation of the Specific Plan and enumerates the Specific Plan's main goals.

Chapter 4 Land Use describes land use goals, policies, and implementation measures to guide future development within the Downtown. The mixed-use portions of the area are divided into "core" and "transitional" areas, with the core being more urban in design and transitional moving towards suburban. The land use districts identified in this plan are intended to function as implementing zoning in accordance with Appendix A (Development Code).

Chapter 5 Mobility describes the circulation and parking goals, policies, and development standards to help implement the vision for Downtown Marina. This chapter also establishes the basis for the plan's proposed multimodal circulation system that integrates an interconnected network of vehicular, pedestrian, and bicycle traffic.

Chapter 6 Public Facilities and Infrastructure includes policies for the planned distribution, location, extent, and improvement of water, sewer, and storm drainage infrastructure and solid waste disposal facilities.

Chapter 7 Implementation provides a framework to successfully implement the Plan and ensure its objectives are integrated effectively with the goals of existing documents, including the City's General Plan and Municipal Code.

The Downtown Specific Plan (DSP) also relies on **Appendix A (Development Code)** and **Appendix B (Design Guidelines)** to guide buildout of the community.

Community Outreach

The Specific Plan process presented a unique and important opportunity for community members to participate and share their ideas to guide Downtown's future. A primary objective of the Plan was to accurately reflect community aspirations. The city highly prioritized having a community engagement process that was structured to provide multiple opportunities and avenues for engagement, and to increase inclusion and participation in sharing input about potential Plan recommendations. This Plan has been developed with extensive input from a broad range of stakeholders which included residents, business owners, workers, property owners, Caltrans, and representatives of community organizations and associations.

In more recent years, city staff have tabled at Farmers Market, held focused group meetings with business owners, members of Downtown faith-based organizations, the Korean Business Association, and the Asian Community of Marina (ACOM). Additionally, within the past 18 months over 2,000 postcards have been sent to all property owners about the plan. Detailed descriptions of each meeting can be found in Section 1.2.1 of the Downtown Specific Plan which provides information about meeting format, location, content, and purpose. In summary, the engagement process included the following activities and events:

- Project information webpage
- Stakeholder meetings (30)
- Ad Hoc Committee (15)
- Design Review Board (2)
- Pop up events (8)
- Planning Commission study session and City Council briefings (14)

General Plan Amendments and Consistency

The provisions of the General Plan and the General Plan land use diagram may be amended by the Council by resolution and according to procedures established in Section 1.20 of the 2000 Marina General Plan and pursuant to Section 65358 of the Government Code, whenever the public necessity, the general community welfare, and good zoning practices permit such

amendment to implement the Downtown Specific Plan. The specific General Plan Amendments to implement the Downtown Specific Plan are included as **Exhibit A** but include the following:

- Removing the requirement that a specific plan be prepared and approved for discretionary development approvals on every property in the Downtown prior to adoption of the Specific Plan (General Plan Policy 2.63.51, 2.41.6 and City Council Resolution 2008-111)
- Modifying General Plan language to require that the new Downtown Specific Plan parking standards will apply (General Plan Policy 3.38.5)

Zoning Text and Map Amendments

Pursuant to Marina Municipal Chapter 17.72, the Zoning Code will be amended to implement the Downtown Specific Plan. A new chapter of the Municipal Code will be added (Chapter 17.37) to codify the Specific Plan's zoning standards. See **Exhibit G (Enabling Ordinance)** for the specific zoning text amendments. Additionally, the Zoning Map will be modified to incorporate by reference the zoning standards identified as **Appendix A (Development Code)** to the Downtown Specific Plan.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Draft EIR (DEIR)

A Draft Environmental Impact Report ("EIR") was prepared for the Downtown Specific Plan (DSP) ("Project") in accordance with the California Environmental Quality Act (CEQA). The Draft EIR was made available for public review and comment from April 9, 2024 to May 24, 2024. Hardcopies of the Draft EIR were available for public review at the Community Development Department and the Public Library.

Final EIR (FEIR)

The Final EIR provides a list of the federal, state, regional and/or local agencies along with private organizations and individuals that commented on the Draft EIR[1]. A few minor changes were made in response to the comments received from commentors. This has been identified in the Final EIR with strikethroughs for deletions. These revisions are not considered significant new information that would trigger Draft EIR recirculation pursuant to section 15088.5 of the State CEQA Guidelines. For example, they do not disclose a new or substantially worsened significant environmental impact, or a new feasible mitigation measure or alternative not previously proposed for adoption. A Resolution recommending consideration by the City Council to certify the Final EIR includes the required findings, in accordance with Public Resources Code section 21081 and CEQA Guidelines section 15091. The Findings adopt feasible mitigation measures to reduce the significant environmental impacts of the Project. A Mitigation Monitoring and Reporting Program (MMRP) for the Project would be adopted as part of the certification of the Final EIR. The purpose of the MMRP is to ensure the mitigation measures adopted in the Findings for the Project are implemented, in accordance with CEQA requirements.[2]

Statement of Overriding Consideration

Some of the environmental impacts do have mitigation measures which would reduce impacts but not to a level of insignificance (see, e.g., Air Quality Impact AQ-1 and Transportation Impact T-2). When an agency approves a project with significant and unavoidable environmental effects, it

[1] See **Exhibit D (Final EIR)**.

[2] The MMRP provides a summary of the environmental issues evaluated in the EIR, the identified environmental impacts, proposed mitigation measures, and residual impacts (i.e., the impact after application of mitigation, if required). See **Exhibit E** for the Mitigation and Monitoring Program (MMRP).

must prepare a written Statement of Overriding Considerations that sets forth the specific social, economic, or other reasons supporting the agency's decision and explains why the project's benefits outweigh the significant environmental effects. CEQA Guidelines § 15093. The Statement of Overriding Consideration is included as **Exhibit B (Findings of Fact)** to this staff report.

Council and Commission Considerations

On October 26, 2023, a Notice of Preparation (NOP) study session occurred with the Planning Commission. On November 7, 2023, an additional study session occurred to update the Council on the staff work on the draft plan. City staff has compiled a list of approximately 120 comments received during this timeframe. **Exhibit F (Consolidated Downtown Plan Comments)** has been inserted to give assurance to the members of the Commission, Council and public that these comments were inserted into the Downtown Specific Plan.

Planning Commission Deliberation

On September 12, 2024 the Planning Commission voted 7-0 to recommend approval of the Downtown Specific Plan. After publication of the Planning Commission staff report a few minor edits were suggested to the nonconforming section of the Specific Plan (Section 7.6.2) by Sierra Pacific Properties, owners of the Luckys and Chase bank commercial property. The proposed edits clarify Section 7.6.2 (nonconforming), remove duplicative language, and are consistent with staff's recommendations regarding nonconforming uses in the DVSP. The proposed edits were supported by the Planning Commission. The Commission also recommended that outdoor car sales be prohibited moving forward in the Core District. The proposed edits are incorporated by reference and included in Exhibit A (City Council Resolution) to this staff report.

Community Comments

After production of the Planning Commission report but prior to the meeting, project comment letters were received from members of the public (see **Exhibit H**) for more details.

IMPLEMENTATION

Over the course of the next 18-24 months a few key projects will break ground to implement the Downtown Specific Plan, including but not limited to:

- *Del Monte Road Diet*-If awarded the ATP funds, a "road diet" of Del Monte Blvd with roundabouts and traffic calming devices will be installed.

- *Del Monte/Reservation Road Intersection*-On September 4, 2024, the Council received a presentation on the proposed improvements to the Del Monte/Reservation Road Intersection. Construction of this project is expected to start in the Spring of 2025.

- *Special Event Ordinance*-city staff will be working on a Special Event Permit Ordinance to identify ways to activate the Downtown Core.

FISCAL IMPACT

With the certification of the Sixth Cycle Housing Element, and the adoption of the Downtown Specific Plan, a series of grant opportunities would become available to implement the Plan.

- *Active Transportation Program (ATP) Funds* – In June of 2024 the City filed for an eleven (11) million dollar ATP grant to implement the "road diet" along Del Monte and to make the potential downtown area look and feel more like an active urban core with enhanced medians and wider sidewalks. The City will be informed if the grant application was approved in January 2025.

- *Pro Housing Designation* –on August 9, 2024, the City filed with HCD to receive the Pro Housing Designation. If this designation is granted by the State, additional infrastructure grants can be awarded to implement the Downtown Specific Plan. If the Pro Housing Designation is received, the City is eligible for enhanced points from the Affordable Housing and Sustainable Communities (AHSC) Program. This program could be used to help with the production of affordable housing units within the Marina Station Project.

- *Infill and Infrastructure Grant*- The objective of the IIG program is to promote infill housing development by providing financial assistance for Capital Improvement Projects that are an integral part of, or necessary to facilitate the development of affordable and mixed income housing. City of Santa Cruz staff have indicated that they received a 20-million-dollar IIG grant to revitalize their downtown area.

PREPARED BY:

_____
Guido F. Persicone, AICP
Community Development Director
City of Marina

REVIEWED BY:

_____
Layne Long
City Manager
City of Marina

Exhibit A-Draft City Council Resolution
Exhibit B-Findings of Fact
Exhibit C-Downtown Specific Plan
Exhibit D-Final EIR
Exhibit E-Mitigation Monitoring Program
Exhibit F-Consolidated Downtown Specific Plan Comments
Exhibit G-Zoning Text Amendment to Implement the Downtown Specific Plan Designations
Exhibit H-Comment Letters

PROPOSED RESOLUTION 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT, ADOPTING THE MITIGATION MONITORING PROGRAM (MMRP), CEQA FINDINGS, AND STATEMENT OF OVERRIDING CONSIDERATIONS PREPARED FOR THE DOWNTOWN SPECIFIC PLAN; APPROVING THE DOWNTOWN SPECIFIC PLAN; ADOPTING GENERAL PLAN AMENDMENT GPA 24-003 TO IMPLEMENT THE DOWNTOWN SPECIFIC PLAN; AND RESCINDING CITY COUNCIL RESOLUTION 2008-111.

SECTION 1.
WHEREAS, the 2000 Marina General Plan directed city staff to prepare a Downtown Specific Plan pursuant to General Plan Policy 5.11; and

WHEREAS, the Downtown Specific Plan at full buildout will provide an additional 2,904 housing units and 1.3 million square feet of new retail and office space; and

WHEREAS, the Downtown Specific Plan will revitalize the urban core of Marina; and

WHEREAS, Downtown Specific Plan Land Use Goal LU-3 (Cultural Diversity) desires for the community to have a downtown where people of all incomes, ages, abilities, races and cultures feel that they belong; and

WHEREAS, through the adoption of the Downtown Specific Plan, Land Use Goal LU-5 (Economic Vitality) will be implemented by attracting businesses and supporting economic activities through innovation and business opportunities; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) Guidelines section 15082, the City prepared a Notice of Preparation (NOP) which was sent to the state Office of Planning and Research (OPR) and each responsible and trustee agency on October 20, 2023; and

WHEREAS, pursuant to Section 15087 of the CEQA Guidelines, a Notice of Availability was sent to the County Clerk and the Office of Planning and Research to begin a forty-five (45) day public review period for the Draft Environmental Impact Report (DEIR) to receive public comment; and

WHEREAS, during the public review and comment period, copies of the Draft EIR were available for review and inspection at City Hall, the Community Development Department Permit Center, and on the City's website; and

WHEREAS, after the public comment period on the DEIR ended on May 24, 2024, pursuant to CEQA Guidelines Section 15088 the City of Marina evaluated comments based on the environmental issues raised; and

WHEREAS, a Final EIR (FEIR) was prepared and completed in accordance with Section 15090 of the CEQA Guidelines; and

WHEREAS, based on this Final EIR, a Mitigation Monitoring and Reporting Plan (MMRP) has been prepared in accordance with CEQA, which ensures that any potentially significant environmental effects of the proposed Project would be sufficiently mitigated to a level of insignificance with implementation of mitigation measures specified therein, with the exception of those impacts that are significant and unavailable and will be addressed through the adoption of a statement of overriding consideration; a complete copy of the FEIR and MMRP and all supporting exhibits and documents are on file and can be viewed at the City planning office; and

WHEREAS, during the preparation of the Draft EIR and the Final EIR certain impacts were determined to be significant and unavoidable, including Air Quality Impact AQ-1 and Transportation Impact T-2, as well as cumulative air quality, transportation, and water supply impacts; and

WHEREAS, pursuant to Section 15093 of the CEQA Guidelines, the City Council shall adopt a statement of overriding considerations finding that the legal, social, technological or other benefits of the project outweigh the unavoidable adverse environmental effects based on substantial evidence in the record, and findings of fact, identified as Exhibit B to this Resolution; and

WHEREAS, at the October 15, 2024, meeting, the City Council reviewed and considered the Final EIR (FEIR) and MMRP for the Project, any comments received to-date and the responses prepared, invited additional comments from the public; and

WHEREAS, the City Council, in its independent judgment, determined that the FEIR and MMRP are adequate under CEQA as the administrative record contains substantial evidence to support the FEIR's and MMRP's, and the statement of overriding considerations', findings regarding the Project's environmental impacts and benefits; and

WHEREAS, all relevant requirements of the Public Resources Code, the State CEQA Guidelines, and the regulations and policies of the City have been satisfied or complied with by the City in connection with the Project; and

WHEREAS, the findings and conclusions made by the City Council in this resolution are based upon the oral and written evidence presented as well as the entirety of the administrative record for the proposed Project, which is incorporated herein by this reference. The findings are not based solely on the information provided in this resolution; and

WHEREAS, the location and custodian of the documents or other materials which constitute the record of proceedings of the City Council's decision are the Office of City Clerk and Community Development Department; and

WHEREAS, City staff are directed to file a Notice of Determination (NOD) with the County Clerk within five working days of certification of the Final EIR by the City Council; and

WHEREAS, in order to implement the Downtown Specific Plan, certain General Plan Amendments must be made to the 2000 Marina General Plan; and

WHEREAS, Policies 2.63.51 and 2.41.6 of the 2000 Marina General Plan shall be removed as shown herein, as the Downtown Specific Plan now supersedes these policies:

2.63.51 Removed ~~The boundaries of the Downtown Vitalization Area are illustrated in Figure 2.4. Prior to approval of any development other than temporary projects/uses or projects already entitled to be built, a specific plan shall be prepared which legally establishes development, design, and infrastructure requirements in accordance with General Plan principles and policies. 2008-111)~~

2.41.6-Removed ~~A resolution of the City Council of the City of Marina approving amendment to Marina General Plan including Figure 2.4 Downtown Vitalization Area, amending Policy 5.11 to require preparation of a Specific Plan for Downtown Vitalization Area, amending Figure 1.2 adding Downtown Vitalization Area overlay to Central Marina Sub-Area, removing Policy 2.41.6 requiring any development proposed in the Core Retail Area prepare a Specific Plan and adding a policy 2.63.51 defining the Downtown Vitalization Area~~; and

WHEREAS, City Council Resolution 2008-111, which established a requirement that a "specific plan" be prepared prior to approval of any development, other than temporary projects/uses or projects already entitled to be built, within the boundaries of the Downtown Vitalization Area, shall be rescinded; and

WHEREAS, Section 3.38.5 of the General Plan shall be amended, as shown herein, to reflect that parking standards for properties within the Downtown Specific Plan shall follow the Downtown Specific Plan Development Code (Appendix A) of said plan:

3.38.5 Parking Provision in Downtown Marina. New development and redevelopment within downtown Marina shall provide parking in accordance with standards set forth within the ~~Marina Municipal Code~~ Downtown Specific Plan Development Code.~~-~~; and

WHEREAS, Figure 2.2 (Land Use Map) of the 2000 Marina General Plan shall be amended to change the properties identified within the Downtown Specific Plan to their corresponding new General Plan designations as identified within Appendix A (Development Code) of the Downtown Specific Plan.

WHEREAS, on September 12, 2024 the Planning Commission recommended approval of the Downtown Specific Plan to the City Council with the following edits to section 7.6.2 of the plan and to the Major/Minor Retail Sales use in the Core District:

Section 7.6.2 Nonconforming buildings. A legal nonconforming building may continue to be used as follows: Within five years of adoption of the Specific Plan, if a nonconforming structure is enlarged or expanded ~~**modified or altered**~~ by 25 percent or more of the existing floor space or ground area, all structures must come into full compliance with the Specific Plan. After five years from the date of adoption of the Specific Plan, nonconforming uses and structures are subject to Chapter 17.64 of the Marina Municipal Code.

5-Ordinary maintenance and repairs may be made to any nonconforming building, ~~provided no structural alterations are made~~ and provided that such work does not exceed 25 percent of the appraised value in any one-year period.

~~Pg. 89 of the Downtown Specific Plan~~
~~Upon adoption of the Specific Plan, all structures that do not meet the standards identified in Appendix A: Development Code of the DVSP shall be considered legal nonconforming~~

~~structures. A legal nonconforming structure may be altered subject to approval by the Community Development Director. Within five years of adoption of the Specific Plan, the Community Development Director may approve alterations that are modified by less than 25 percent of the floor space or ground area existing at the time the structure became nonconforming. No alterations to nonconforming structures may be approved by the Director unless they are made more nearly conforming. Any structural alteration, modification, or expansion above the 25 percent of the lawful floor space or ground area must come into full structural compliance with the design guidelines identified within the Specific Plan. After five years from the date of adoption of the Specific Plan, non-conforming uses and structures are subject to Chapter 17.64 of the Marina Municipal Code.~~

Retail Sales, Minor: An establishment that primarily offers new or used goods for purchase by the consumer of such goods, excluding other such establishments more specifically described herein. This use category includes vehicle sales if such a use is conducted completely within an enclosed building and does not include outdoor display of vehicles. Vehicle sales in the Core District are prohibited.

Retail Sales, Major: Includes the following ~~Adult Businesses: As defined and regulated in the Municipal Code section 17.52.~~ Animal Sales and Adoption Services: Retail sales and adoption of small animals typically considered pets. Excludes sale of live fish for personal aquariums.

Outdoor Sales: The retail sales or rental of any merchandise where the gross floor area of the outdoor storage area exceeds 10% of the gross floor area of the enclosed building. Vehicle sales are prohibited in the Core District.

Fuel Sales: An establishment offering the sale of motor fuel for any motor vehicle. Includes gas stations.

NOW, THEREFORE, BASED ON THE FOREGOING RECITALS, EACH OF WHICH IS HEREUPON REINCORPORATED BY REFERENCE, BE IT RESOLVED that the City Council of the City of Marina hereby:

1. Certifies the Final Environmental Impact Report, and adopts the Mitigation Monitoring and Reporting Program, CEQA findings of fact, and statement of overriding considerations prepared for the Downtown Specific Plan and corresponding General Plan and Municipal Code amendments (see Exhibit B to this Resolution);
2. Approves the Downtown Specific Plan, incorporating the revisions recommended by the Planning Commission in its September 12, 2024 resolution (PC 2024-21);
3. Adopts General Plan Amendment GPA-24-003, removing General Plan Policies 2.63.51 and 2.41.6 from the 2000 General Plan, amending the language of General Plan Policy 3.38.5 per the corresponding recital herein, and amending the General Plan's Land Use Map per the corresponding recital herein.
4. Rescinds City Council Resolution 2008-111.
5. Directs staff to file a Notice of Determination with five (5) working days of approval by the City Council with the County Clerk.

SECTION 2. Severability. If any section, subsection, clause or phrase of this resolution is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution. The City Council hereby declares that it would have adopted the resolution

and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution passed and adopted by the City Council of the City of Marina at a meeting thereof on October 15, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Bruce Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND STATEMENT OF OVERRIDING CONSIDERATIONS FOR THE CITY OF MARINA DOWNTOWN VITALIZATION SPECIFIC PLAN AND RELATED GENERAL PLAN AND ZONING CODE AMENDMENTS

A. INTRODUCTION

The City of Marina (City), as lead agency under the California Environmental Quality Act (CEQA),Public Resources Code section 21000 et seq and the CEQA Guidelines (Cal. Code Regs. title 14, section 15000 et seq.) has prepared the Final Environmental Impact Report (Final EIR) for the Marina Downtown Vitalization Specific Plan ("DVSP"), including related amendments to the General Plan and rezonings (the project), State Clearinghouse No. (SCH #2023100567), The Final EIR consists of the Draft EIR (published April 9, 2024), the August 22, 2024 Final EIR, which includes responses to comments on the Draft EIR and text revisions to the Draft EIR, and all documents incorporated therein, and the 2024 Final EIR Errata. The Final EIR is a Program EIR, as authorized by CEQA Guidelines Section 15168, which analyzes the potentially significant environmental effects of the overall development potential of the project and not the site-specific impacts of any individual development project, the details of which are not known at this time.

In determining to approve the project, which is described in more detail in Section B.1, Project Description below, the City makes and adopts the following findings of fact and statement of overriding considerations, and adopts and makes conditions of project approval the mitigation measures identified in the Final EIR, all based on substantial evidence in the whole record of this proceeding (administrative record). Pursuant to Section 15090(a) of the CEQA Guidelines, the Final EIR was presented to the City Council, the City Council reviewed and considered the information contained in the Final EIR prior to making the findings in Sections B through M, below, and the City Council determined that the Final EIR reflects the independent judgment of the City. The conclusions presented in these findings are based on the Final EIR and other evidence in the administrative record.

These CEQA findings are attached and incorporated by reference into each staff report, resolution and ordinance associated with approval of the project. These findings are based on substantial evidence in the entire administrative record and references to specific reports and specific pages of documents are not intended to identify those sources as the exclusive basis for the findings.

B. PROPOSED PROJECT

This section provides a brief project description, identifies project objectives, describes the project alternatives evaluated within the Final EIR, and describes the public review process.

1. Project Description

The project is proposed by the City of Marina (City) as a land use plan to create a unique and identifiable Downtown core that is vibrant and pedestrian oriented to reinvigorate the Downtown Marina economy and sense of place, as well as to comply with laws requiring updates to the City's General Plan and zoning ordinance. The project includes the following components, which together are considered a "project" under CEQA:

- **Land Use Designations.** The DVSP accommodates a mix of commercial, retail, and residential uses served by an improved transportation network. During the planning process, land use designations were established to allow for increased densities throughout the Downtown area. The designations include: Core, Transition, Multifamily Residential and Mixed-use Node.
- **Design Guidelines**. The DVSP includes a Development Code (Appendix A of the DVSP) and Design Guidelines (Appendix B of the DVSP) that provide objective design and development standards, intended to make the requirements that apply to certain eligible residential projects more predictable and easier to interpret.
- **Public Service Improvements**. Future development projects in the Specific Plan area would be required to provide public improvements (i.e., wastewater, water, storm drainage, and gas/electricity) deemed necessary during the design process. The public right-of-way in the Specific Plan area encompasses 67 acres, or 21 percent of the total land area. The Specific Plan calls for the creation of smaller, more walkable blocks with mid-block crossings to increase access.
- **Mobility Elements**. To create a pedestrian-friendly Downtown core, the DVSP calls for an investment in traffic calming measures, active transportation facilities and amenities, a holistic approach to parking management, and improved public transit service in Downtown.
- **Associated General Plan Amendments**. The project includes amendments to the General Plan land use designations required to ensure consistency with land use changes introduced in the DVSP. Specifically, all subsequent projects, including commercial developments and redevelopments, subdivisions, public works projects, and zoning regulations must be consistent with the Specific Plan. The proposed DVSP also incorporates recommendations from the City's Downtown Vision Plan, Downtown Design Guidelines, and Pedestrian and Bicycle Master Plan.

- **Associated Rezonings and Development Code Amendments.** To implement the DVSP, the City proposes Zoning Map and Code amendments regarding design review, and development standards, and making conforming amendments.

2. Project Objectives

In accordance with CEQA Guidelines Section 15124, an EIR must present a statement of project objectives. The DVSP builds on the goals and objectives established in the City of Marina General Plan and the relevant standards and regulations from the City's Municipal Code. The DVSP also implements elements of the City's Downtown Vision, Downtown Design Standards and Guidelines, and Pedestrian and Bicycle Master Plan. The objectives of the Plan are to:

- Establish a safe, walkable, and vibrant Downtown that attracts diverse business opportunities, encourages appropriate mixed uses, and integrates adjoining neighborhoods, parks, and trails.
- Provide a variety of affordable, high-quality housing options for people of all incomes, ages, abilities, races, and cultures to live in Downtown.
- Create an environment that attracts and sustains economic activity.
- Establish a Downtown with safe and efficient pedestrian and vehicular circulation that encourages alternative modes of transportation.

3. Project Alternatives

As required by the California Environmental Quality Act (CEQA), the EIR examines alternatives to the proposed project. Studied alternatives include the following two alternatives

No Project Alternative: The No Project Alternative assumes that the current land use and zoning designations would not change from the City's adopted 2005 General Plan, and the DVSP would not be adopted or implemented. Existing development in the Specific Plan area includes approximately 1,005,000 square feet of commercial, retail, and office uses and approximately 2,301 dwelling units. Under the No Project Alternative, existing land use designations would remain the same, but additional development could occur as currently allowed under these designations.

Reduced Development Alternative: The Reduced Development Alternative would reduce the number of new residential units and the total square footage of non-residential development that could be constructed in the Specific Plan area. The purpose of this alternative is to reduce significant impacts to air quality and VMT associated with the DVSP. The Reduced Development Alternative would facilitate approximately 25 percent less development than the proposed Specific Plan, and would involve a net increase of 2,178 residential units and approximately 1,039,000 square feet of non-residential development compared to existing conditions.

Based on the alternatives analysis, Alternative 2, Reduced Development, was determined to be the environmentally superior alternative.

A more detailed description of these alternatives, and required findings, are set forth in Section H: Feasibility of Project Alternatives.

4. Public Review Process

a. Environmental Impact Report

Pursuant to CEQA and the CEQA Guidelines, the City circulated a Notice of Preparation (NOP) that briefly described the project and the environmental topics that would be evaluated in the EIR. The NOP was published on May 26, 2021, and the public comment period for the scope of the EIR lasted from May 26, 2021 to July 19, 2021. The City held an EIR Scoping Meeting to provide responsible agencies, trustee agencies, and interested parties the opportunity to comment on the scope and content of the environmental analysis to be included in the EIR on June 9, 2021. The City reinitiated efforts to prepare the EIR in 2023, and the City distributed a revised NOP with a revised Initial Study for a 30-day agency and public review period starting on October 20, 2023 and ending November 20, 2023. The City held another EIR Scoping Meeting on October 26, 2023. The City received comments on both the 2021 NOP and the 2023 NOP. The 2021 NOP, 2023 NOP, comments received during each NOP comment period, and the revised Initial Study are presented in Appendix A of the EIR.

Comments received by the City on the NOP were taken into account during the preparation of the Draft EIR. Comments received included concerns related to: traffic congestion and safety, pedestrian and bicycle safety, impacts to air quality, aesthetics, biological resources, cultural resources, energy, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, noise, population and housing, public services, recreation, tribal cultural resources, utilities and service systems, wildfire, and economic impacts. Comments received from public agencies included Caltrans, Transportation Agency for Monterey County (TAMC) and The California Department of Fish and Wildlife (CDFW), the Native American Heritage Commission, and the Monterey County Department of Housing and Community Development.

In accordance with Sections 15087 and 15105 of the CEQA Guidelines, the Draft EIR was circulated for public review and comment to responsible agencies and interested parties as well as members of the public, for a period of 45 days (April 9, 2024 through May 24, 2024) as required by CEQA. Comment letters received on the Draft EIR are provided in their entirety in the Final EIR Chapter 2, *Responses to Comments*.

On August 23, 2022, Rincon contacted the Native American Heritage Commission (NAHC) and requested a search of the Sacred Lands File (SLF) for the DVSP Area. The NAHC emailed a response on October 4, 2022, stating that the SLF search was negative.

Under AB 52 and Senate Bill 18 of 2004 (SB 18), the City sent letters to the following Native American groups on February 13, 2023: Kakoon Ta Ruk Band of Ohlone-Costanoan Indians of the Big Sur Rancheria, Costanoan Rumsen Carmel Tribe, Amah Mutsun Tribal Band, Ohlone/Costanoan-Esselen Nation, Esselen Tribe of Monterey County, Indian Canyon Mutsun Band of Costanoan, Wuksache Indian Tribe/Eshom Valley Band, and Rumsen Am:a Tur:ataj Ohlone (Appendix G). The period to request tribal consultation under AB 52 ended on March 15, 2023, and the period to request tribal consultation under SB 18 ended on May 15, 2023. The City did not receive requests for tribal consultation under AB 52 or SB 18.

The Final EIR was issued for public review on August 22, 2024, and was distributed to appropriate state and local agencies and made available for public review at City Hall and on the City's website. Chapter 2 of the Final EIR provides responses to the comments received during the comment period on the Draft EIR. The Draft EIR, Final EIR, and associated appendices were made available for review online at: https://www.cityofmarina.org/945/Environmental-Review and at the City of Marina Community Development Department, 211 Hillcrest Avenue, Marina, California 93933.

As required by CEQA Guidelines Section 15088(b), at least 10 days before consideration of the Final EIR for certification, the City provided a written response (electronic copy) to each public agency that submitted written comments on the Draft EIR.

The City held a series of duly noticed public meetings to gather community feedback on and share information about the DVSP, including November 7, 2023; September 12, and October 15, 2024, at a duly noticed public hearing. On September 12, 2024, the Planning Commission recommended that the City Council certify the Final EIR.

b. Additional DVSP Public Review Process

City held a series of duly noticed public meetings to gather community feedback on and share information about the DVSP, including, Stakeholder meetings-(30), Ad Hoc Committee (15), Design Review Board (2), Pop up events (8), Planning Commission study session and City Council briefings (14) leading up to the EIR that went above and beyond the requirements. Recognizing that broad-based community participation is essential to preparing a meaningful and implementable Specific Plan, throughout the 2022, 2023 and 2024 calendar years the City carried out comprehensive community outreach activities related to the DVSP. Feedback from these activities was used to identify needs, assess constraints and develop the DVSP.

C. FINDINGS

The findings, and statement of overriding considerations set forth below (the "Findings") are made and adopted by the Marina City Council as the City's findings under CEQA and the CEQA Guidelines relating to the project. The Findings provide the written analysis and conclusions of this City Council regarding the project's environmental impacts, mitigation measures, alternatives to the project, and the overriding considerations that support approval of the project despite any remaining environmental effects it may have.

These findings summarize the environmental determinations of the Final EIR and provide a summary description of and basis for each impact conclusion identified in the Final EIR, describe the applicable mitigation measures identified in the Final EIR, and state the City's findings and rationale about the significance of each impact following the adoption of mitigation measures. A full explanation of these environmental findings and conclusions can be found in the Final EIR, and these findings hereby incorporate by reference the discussion and analysis in the Final EIR supporting the Final EIR's determinations regarding mitigation measures and the project's impacts.

In adopting mitigation measures, below, the City intends to adopt each of the mitigation measures identified in the Final EIR. Accordingly, in the event a mitigation measure identified in the Final EIR has been inadvertently omitted from these findings, such mitigation measure is hereby adopted and incorporated into the project in the findings below by reference. In addition, in the event the language of a mitigation measure set forth below fails to accurately implement the mitigation measure in the Final EIR due to a clerical error, the language of the mitigation measure as set forth in the Final EIR shall control unless the change to the language of the mitigation measure has been specifically and expressly explained by these findings. Acronyms used in the mitigation measures shall have the meaning set forth in the Final EIR. The project includes General Plan amendments and amendments to the Development Code requiring compliance with mitigation measures adopted in connection with the DVSP.

Sections D and E, below, provide brief descriptions of the impacts that the Final EIR identifies as either significant and unavoidable or less than significant with adopted mitigation. These descriptions also reproduce the full text of the mitigation measures identified in the Final EIR for each significant impact.

D. SIGNIFICANT EFFECTS THAT CANNOT BE MITIGATED TO A LESS-THAN-SIGNIFICANT LEVEL RESULTING IN SIGNIFICANT AND UNAVOIDABLE ADVERSE IMPACTS

The Final EIR identified certain potentially significant effects that could result from the project. As described in greater detail below, after implementation of the identified mitigation measures,

the project could result in the following significant and unavoidable impacts, which will be overridden by the specific considerations that are described in this document's conclusion in Section H of this document.

1. Air Quality

Impact AQ-1. The timing of the DVSP construction and intensity is unknown at this time; therefore, it is conservatively assumed that construction activities may exceed MBARD's earth moving screening level threshold. DVSP operation would exceed MBARD thresholds for VOC, which the majority are from consumer product use. With the implementation of Mitigation Measure AQ-1, construction impacts would be reduced to less than significant. However, impacts are significant and unavoidable for operational activity. (SU)

Mitigation Measure AQ-1: Construction Dust Control Measures.

Applicants for future development under the DVSP shall implement Construction Dust Control Measures. Construction/demolition activities within the Specific Plan area shall be limited to 8.1 acres per day with minimal earthmoving, or 2.2 acres per day with demolition or grading/excavation, consistent with the screening-level thresholds in the MBARD's 2008 CEQA Air Quality Guidelines. Any individual construction project that would require grading, excavation, and/or soil material import or export within the Specific Plan area shall implement the following construction dust control measures:

- Water all active construction areas at least twice daily.
- Prohibit all grading activities during periods of high wind (over 15 miles per hour).
- Apply chemical soil stabilizers on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days).
- Apply non-toxic binders (e.g., latex acrylic copolymer) to exposed areas after cut and fill operations and hydroseed area.
- Maintain at least two feet of freeboard on haul trucks.
- Cover all trucks hauling dirt, sand, or loose materials.
- Plant tree windbreaks on the windward perimeter of construction projects, if adjacent to open land.
- Plant vegetative ground cover in disturbed areas as soon as possible.
- Cover inactive storage piles.

- Install wheel washers at the entrance to construction sites for all exiting trucks.
- Pave all roads on construction sites.
- Sweep streets if visible soil material is carried out from the construction site.
- Post a publicly visible sign which specifies the telephone number and person to contact regarding dust complaints. This person shall respond to complaints and take corrective action within 48 hours. The MBARD phone number shall be visible to ensure compliance with Rule 402 (Nuisance).
- Limit the area under construction at any one time.

Findings for Impact AQ-1: The City finds that implementation of the proposed project would result in significant DVSP-related air quality impacts during both construction and operational activities. Construction activities may exceed Monterey Bay Air Resources District's earth moving screening level threshold and operations under the Plan would exceed established thresholds for volatile organic compounds. Implementation of Mitigation Measure AQ-1 would reduce construction impacts to less than significant. However, implementation of the proposed DVSP would result in a significant and unavoidable impacts during the operation period.(SU)

2. Transportation

Impact T-2: The DVSP would result in the generation of VMT that would exceed City of Marina VMT thresholds, and would be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b). Impacts would be significant and unavoidable.(SU)

Mitigation Measure T-2: Transportation Demand Management Program. Each individual office and residential development project in the Specific Plan area shall have a corresponding transportation demand management (TDM) plan and monitoring program developed by the applicant or developer of the project. The TDM plan shall be prepared prior to issuance of building permits.

The TDM plan shall identify the TDM reductions specific to their project. The monitoring program shall establish goals and policies to ensure the efficient implementation of the TDM plan and demonstrate its effectiveness at reducing VMT such that VMT is below the significance thresholds presented in Table 4.2-2, above. The City shall review and approve the TDM plan prior to approval of building permits. Examples of TDM measures that could be employed, depending on specific project conditions and circumstances, include but are not limited to:

- Provision of bus stop improvements or on-site mobility hubs
- Pedestrian improvements, on-site or off-site, to connect to nearby transit stops, services, schools, shops, etc.
- Bicycle programs including bike purchase incentives, storage, maintenance programs, and on-site education program
- Enhancements to regional bicycle network
- Parking reductions and/or fees set at levels sufficient to incentivize transit, active transportation, or shared modes
- Cash allowances, passes, or other public transit subsidies and purchase incentives
- Enhancements to bus service
- Implementation of shuttle service
- Establishment of carpool, bus pool, or vanpool programs
- Vanpool purchase incentives
- Participation in a future County VMT fee program
- Participate in future VMT exchange or mitigation bank programs
- Carshare/scooter-share/bikeshare facilities or incentives
- On-site coordination overseeing TDM marketing and outreach
- Rideshare matching program
- Market-price public parking

Findings for Impact T-2: The City finds the DVSP would facilitate multiple individual development projects and therefore is evaluated at a programmatic level in the EIR and in the VMT Analysis (EIR Appendix C). Given the programmatic level data that is available for the DVSP, a detailed TDM plan typically required for each individual project cannot be developed at this stage. Therefore, the effect of project-level and specific TDM programs that could reduce VMT cannot be accounted for fully as part of this analysis. For this reason, it cannot be guaranteed that VMT associated with future residential and employment development facilitated by the DVSP could be reduced below relevant significance

thresholds. Therefore, these measures would not be sufficient to reduce the project's significant VMT and this impact would be significant and unavoidable.

Mitigation Measure T-2, set forth above, is hereby adopted and incorporated into the project. Because Mitigation Measure T-2's effectiveness in reducing an individual project's VMT impact to a less-than-significant level cannot be determined at this time, this potential project impact would be considered significant and unavoidable after mitigation. (SU)

E. EFFECTS DETERMINED TO BE MITIGATED TO LESS-THAN-SIGNIFICANT LEVELS

The Final EIR identified certain potentially significant effects that could result from the project. However, the City finds for each of the significant or potentially significant impacts identified in this section that, based upon substantial evidence in light of the whole record, changes or alterations have been required or incorporated into the project which will reduce these significant or potentially significant effects to less-than-significant levels. Adoption of the recommended mitigation measures will effectively make the mitigation measures part of the project.

1. Biological Resources

Impact BIO-1: Development facilitated by the DVSP has the potential to directly impact special status plant and animal species in the DVSP area.(S)

Mitigation Measure BIO-1(a): Biological Resources Screening and Assessment. For individual projects proposed for development within undeveloped or partially developed areas containing natural or ruderal areas within the DVSP area (Figure 4.4-1 in Section 4.4), the City or their designee shall engage a qualified biologist to perform a preliminary biological resource screening. The purpose of the screening and assessment is to determine whether the project has any potential to impact special status biological resources, inclusive of special status plants and animals, sensitive vegetation communities, jurisdictional waters (including creeks, drainages, streams, ponds, vernal pools, riparian areas and other wetlands), or biological resources protected under local or regional ordinances. If it is determined that the project has no potential to impact biological resources, no further action is required. If the project would have the potential to impact biological resources, prior to construction, a qualified biologist shall conduct a project-specific biological analysis to document the existing biological resources within a project footprint plus a minimum buffer of 100 feet around the project footprint, as is feasible, and to determine the potential impacts to those resources. If the project would have the potential to impact biological resources, the following mitigation measures [BIO-1(b) through BIO-1(f)] shall be incorporated, as determined to be applicable by the qualified biologist, to reduce impacts to a less than significant level. Pending the results of the project-specific biological analysis, design

alterations, further technical studies (e.g., protocol surveys) and consultations with the USFWS, National Marine Fisheries Service (NMFS), CDFW, and/or other local, state, and federal agencies may be required. Note that specific surveys described in the mitigation measures below may be completed as part of the project-specific biological analysis where suitable habitat is present.

BIO-1(b) Special Status Plant Pre-Construction Survey

Projects identified as having potential to impact special status plant species during the biological screening and assessment under Mitigation Measure BIO-1(a) shall implement the Mitigation Measure BIO-1(b). Surveys for special status plants shall be completed by the project proponent prior to any vegetation removal, grubbing, or other construction activity (including staging and mobilization). The surveys shall be floristic in nature, that is, every plant observed shall be identified to species subspecies, or variety, sufficient to identify listed plants. The surveys shall be seasonally timed to coincide with the target Federal and State listed species and rare plants identified above. All plant surveys shall be conducted by a City-approved biologist during the appropriate blooming period during the year prior to initial ground disturbance. All special status plant species identified on-site shall be mapped onto a site-specific aerial photograph or topographic map with the use of Global Positioning System (GPS) unit. Surveys shall be conducted in accordance with the most current protocols established by the CDFW, USFWS, and the local jurisdictions if said protocols exist. A report of the survey results shall be submitted to the implementing agency. If impacts to federal or state-listed species are identified for an individual project, consultation with CDFW and/or USFWS, as appropriate, may be required.

BIO-1(c) Special Status Plant Species Avoidance, Minimization, and Mitigation

If Federal and/or State listed species are found during special status plant pre-construction surveys [required under Mitigation Measure BIO-1(b)], avoidance of, or mitigation for impacts to, occupied habitat shall be required. If populations of CRPR List 1B or 2 species are found during special status plant pre-construction surveys, the City-approved biologist shall evaluate whether the loss of occupied areas would result in a local or regional population-level impact (i.e., jeopardize the continued existence of a local or regional population). Mitigation for regional population level impacts to rare plants shall be required by the City. If feasible, individual development projects shall be re-designed to avoid development in locations of Federal and/or State listed or CRPR List 1B or 2 species. Federal and/or State listed or CRPR List 1B or 2 species occurrences that are not within the immediate disturbance footprint and would be avoided, but which are located within 50 feet of disturbance limits, shall have bright orange protective fencing installed at an appropriate distance (as determined by a qualified biologist) to ensure they are protected during construction activities.

If development cannot avoid Federally or State listed plants species, then mitigation shall involve either salvage and conservation for any relocated individual plants, or compensation (minimum compensation ratio of 1:1 for individuals and impact areas, with a conservation area of a similar density of individuals) for the loss of these individuals or their habitat either in an on-site or off-site preserve, through payments to an appropriate mitigation bank, or as otherwise may be determined in coordination with USFWS and CDFW permitting. Impacts to, and salvage of, individual plants would be considered a "take" under the ESA and/or CESA. "Take" of listed species is illegal under the ESA and CESA without formal authorization from USFWS and/or CDFW. Impacts to Federal and/or State listed or CRPR List 1B or 2 species would require adherence to Mitigation Measure BIO-1(c).

BIO-1(d) Restoration and Monitoring

If development cannot avoid Federal or State listed plant species, all impacts shall be mitigated by the project applicant at a minimum ratio of 1:1 for areas occupied by the species. Ratios may be higher pending consultation with CDFW and/or USFWS for listed species. Restoration areas shall be of a similar density of individuals as areas impacted project activities. A restoration plan shall be prepared by the project applicant and submitted to the City for review and approval. Documentation demonstrating consultation with CDFW and USFWS regarding impacts to federal or state listed species shall be submitted to the City. Population level impacts to CRPR List 1B or 2 species shall also be mitigated at a 1:1 ratio for occupied areas, and shall also require a restoration plan in coordination with the City. The restoration plan(s) shall include, at a minimum, the following components:

- Description of the project/affected species location(s) (i.e., location, responsible parties, areas to be impacted by habitat type)

- Compensatory mitigation (type[s] and area[s] species to be established, restored, enhanced, and/or preserved; specific functions and values of species type[s] to be established, restored, enhanced, and/or preserved)

- Description of the proposed compensatory mitigation site (location and size, ownership status, existing functions and values)

- Implementation plan for the compensatory mitigation site (rationale for expecting implementation success, responsible parties, schedule, site preparation, planting plan)

- Maintenance activities during the monitoring period, including weed removal as appropriate (activities, responsible parties, schedule)

- Monitoring plan for the compensatory mitigation site, including no less than quarterly monitoring for the first year (performance standards, target functions and values, target

acreages to be established, restored, enhanced, and/or preserved, annual monitoring reports)

- Success criteria based on the goals and measurable objectives; said criteria to be, at a minimum, at least 80 percent survival of container plants and 30 percent relative cover by vegetation type

- An adaptive management program and remedial measures to address any shortcomings in meeting success criteria

- Notification of completion of compensatory mitigation and agency confirmation

- Contingency measures (initiating procedures, alternative locations for contingency compensatory mitigation, funding mechanism)

BIO-1(e) Special Status Wildlife Pre-Construction Surveys

Projects that identify potential impacts to special status wildlife species during the biological screening and assessment under Mitigation Measure BIO-1(a) shall implement Mitigation Measure BIO-1(e).

General Wildlife Surveys

Pre-construction clearance surveys for northern California legless lizard and coast horned lizard shall be conducted within 14 days prior to the start of construction (including staging and mobilization) in areas of suitable habitat. The surveys shall cover the entire disturbance footprint plus a minimum 200-foot buffer within suitable habitat, where permissible, and shall identify all special status animal species that may occur on-site. California legless lizard and coast horned lizard shall be relocated from the site to a safe location within suitable habitat as near to the project area as possible by a qualified biologist.

Burrowing Owl Surveys

A qualified biologist shall conduct pre-construction clearance surveys prior to ground disturbance activities within suitable natural habitats and ruderal areas to confirm the presence/absence of burrowing owls. The surveys shall be consistent with the recommended survey methodology provided by CDFW (2012). Clearance surveys shall be conducted within 14 days prior to construction and ground disturbance activities. If no burrowing owls are observed, no further actions are required. If burrowing owls are detected during the pre-construction clearance surveys, the following measures shall apply:

- Avoidance buffers during the breeding and non-breeding season shall be implemented in

accordance with the CDFW (2012) and Burrowing Owl Consortium (1993) minimization mitigation measures.

- If avoidance of burrowing owls is not feasible, then additional measures such as passive relocation during the nonbreeding season and construction buffers of 200 feet during the breeding season shall be implemented, in consultation with CDFW. In addition, a Burrowing Owl Exclusion Plan and Mitigation and Monitoring Plan shall be developed by a qualified biologist in accordance with the CDFW (2012) and Burrowing Owl Consortium (1993).

Smith's Blue Butterfly Host Plant Surveys

Prior to grading and construction in undeveloped areas, an approved biologist shall conduct surveys for seacliff buckwheat (Eriogonum parvifolium) and seaside buckwheat (Eriogonum latifolium), host plants of Smith's blue butterfly in areas of suitable habitat.

If Smith's blue butterfly host plants are not located, no further action is required. If host plants are feasible, focused surveys shall be conducted to determine presence or absence of the butterfly species. This may include surveys during the adult flight period (mid-June through early September), and/or inspection of host plants for all life forms (egg, larva, pupa, and adult). Impacts to individuals of any life stage would be considered "take" under the ESA. Relocation of smith's blue butterfly and occupied host plants can only be legally authorized by the USFWS, and only a USFWS permitted biologist is legally allowed to relocate host plants and individuals.

Bumble Bee Habitat Assessment And Avoidance

In undeveloped areas of the DVSP, including annual grassland, sandmat manzanita, ruderal, bare, and ice plant mats, where vegetation removal and/or ground disturbance is planned, a qualified biologist, with experience differentiating bumble bees from other bee species and familiarity with bee activity and nesting behaviors, shall conduct a field habitat assessment to determine if Crotch's bumble bee or western bumble bee could occur on the site. The habitat assessment shall evaluate all work areas and access routes for bee habitat quality, and signs of presence or potential for presence, including surveying for suitable bumble bee foraging native plants, bumble bee activity, and nesting sites. The biologist shall take photos of any bumble bees or bumble bee resources observed.

For projects within undeveloped areas that are larger than one acre, or adjacent to undeveloped areas north of Reservation Road, the habitat assessment shall be conducted during the environmental review or project planning phase to identify potential agency consultation requirements.

For projects within undeveloped areas that are less than one acre and isolated by development, the habitat assessment can be conducted during wildlife pre-construction surveys.

If the habitat assessment determines there is suitable nesting and/or foraging habitat, prior to initial ground disturbance, a qualified biologist/entomologist familiar with the species behavior and life history shall perform a minimum of three on-site surveys prior to vegetation removal and/or grading to determine the presence/absence of Crotch's bumble bee and western bumble bee. Each survey should be spaced 2- to 4-weeks apart during the Colony Active Period (April-–August) (CDFW 2023). Surveys should occur during the day area, a biological monitor shall be onsite during vegetation or ground disturbing activities that take place during any of the Queen and Gyne Flight Period and Colony Active Period (February to November). If Crotch's bumble bee and/or western bumble bee are observed during any phase of the project, all work shall stop and CDFW shall be notified to determine the appropriate avoidance strategies and next steps.

If Crotch's bumble bee and western bumble bee have not been listed under the California Endangered Species Act and are no longer candidate species at the time of project implementation, habitat assessments and protocol surveys as described above, would not be required.

Reporting

A report of all pre-construction and pre-demolition survey results shall be submitted to the City for its review prior to the start of demolition. The report shall include a description of the survey methodology for each species, the environmental conditions at the time of the survey(s), the results of the survey, any requirements for addressing special status species identified during surveys, and the biological qualifications of the surveyors. The report shall be accompanied by maps and figures showing the location of any special status species occurrences and associated avoidance buffers.

BIO-1(f) Biological Resources Avoidance and Minimization

Projects that identify potential impacts to special status species during the biological screening and assessment under Mitigation Measure BIO-1(a) shall implement Mitigation Measure BIO-1(f). The following measures shall be applied to avoid impacts to sensitive species and biological resources. The project applicant shall be responsible for implementing selected measures.

- Ground disturbance shall be limited to the minimum necessary to complete the project. The limits of disturbance for each construction phase shall be flagged. Areas of special

biological concern within or adjacent to the limits of disturbance shall have highly visible orange construction fencing installed between said area and the limits of disturbance.

- All construction occurring within or adjacent to natural habitats that may support Federally and/or State listed endangered/threatened species, State fully protected species, and/or special status species shall have a qualified biological monitor present during all initial ground disturbing/vegetation clearing activities.

- No endangered/threatened species shall be captured and relocated without express permission from the CDFW and/or USFWS.

- If at any time during construction an endangered, threatened, or fully protected species enters the construction site or otherwise may be impacted, all construction activities shall cease. A CDFW/USFWS-approved biologist shall document the occurrence and consult with the CDFW and USFWS, as appropriate, to determine whether it was safe for project activities to resume.

- At the end of each workday, excavations shall be secured with cover or a ramp provided to prevent wildlife entrapment.

- All trenches, pipes, culverts or similar structures shall be inspected for animals prior to burying, capping, moving, or filling.

- If night work is required, all construction lighting shall be pointed down and directed only on the work area.

- The City shall approve one or more qualified biologists to oversee and monitor biological compliance for the project. At least one qualified biologist shall be present during all initial ground disturbing activities, including vegetation removal to recover special status animal species unearthed by construction activities.

BIO-1(g) Pre-Construction Nesting Birds Surveys

All projects developed under the Specific Plan shall implement Mitigation Measure BIO-1(g). Project activity shall restrict ground disturbance, building demolition, and vegetation removal activities to the non-breeding season (September 16 to January 31) when feasible. For ground disturbance, building demolition, and vegetation removal activities that must be conducted during the bird nesting season (February 1 to September 15), general pre-construction nesting bird surveys shall be conducted by a qualified biologist, including for, but not limited to, the tricolored blackbird and White-tailed kite, not more than 14 days prior to construction activities involving ground clearing, vegetation removal/trimming, or building demolition. The surveys shall include the disturbance area plus a 200-foot buffer

around the site if feasible, and a 500-foot buffer for tricolored blackbird and White-tailed kite. If active nests are located, an appropriate avoidance buffer shall be established within which no work activity shall be allowed which would impact these nests. The avoidance buffer would be established by the qualified biologist on a case-by-case basis based on the species and site conditions. In no cases shall the buffer be smaller than 50 feet for non-raptor bird species, 200 feet for raptor species, or a 500-foot buffer for White-tailed kite. Larger buffers may be required depending upon the status of the nest and the construction activities occurring in the vicinity of the nest. If fully protected White-tailed kites are documented nesting within 500 feet of construction activities, CDFW shall be consulted on appropriate avoidance and minimization methods. The buffer area(s) shall be closed to all construction personnel and equipment breeding season has ended or until a qualified biologist has determined the birds have fledged and are no longer reliant upon the nest or parental care for survival.

BIO-1(h) Worker Environmental Awareness Program (WEAP)

All projects developed under the Specific Plan shall implement Mitigation Measure BIO-1(h). Prior to initiation of construction activities (including staging and mobilization), the project proponent shall arrange for all personnel associated with project construction for the applicable phase to attend WEAP training, conducted by a qualified biologist, to aid workers in recognizing special status resources that may occur in the construction area. The specifics of this program shall include identification of the sensitive species and habitats, a description of the regulatory status and general ecological characteristics of sensitive resources, and review of the limits of construction and mitigation measures required to reduce impacts to biological resources within the work area. A fact sheet conveying this information shall also be prepared for distribution to all contractors, their employers, and other personnel involved with construction. All employees shall sign a form provided by the trainer indicating they have attended the WEAP and understand the information presented to them. The form shall be submitted to the City to document compliance.

Findings for Impact BIO-1: The City finds individual projects proposed for development within undeveloped or partially developed areas containing natural or ruderal areas within the DVSP area could result in significant impacts to special-status species. Implementation of Mitigation Measure BIO-1(a) through (h) listed above, would ensure that any potential impacts to special-status species would be reduced to a less than significant level.

Implementation of Mitigation Measures BIO-1(a) through (h), set forth above, which are hereby adopted and incorporated into the project, will reduce Impact BIO-1 to a less-than-significant level. (LTS)

Impact BIO-2: Impacts to waters of the state or waters of the United States would potentially require regulatory permitting. Impacts to these features may be significant but would be reduced to less than significant with mitigation.(S)

Mitigation Measure BIO-2: Jurisdictional Delineation. If a proposed project under the Specific Plan would impact any of the ephemeral drainages and/or the ponds (as shown in Figure 4.4-2 in Section 4.4 of the EIR), a qualified biologist shall complete a jurisdictional delineation. The jurisdictional delineation will determine the extent of the jurisdiction for CDFW, USACE, and/or RWQCB, and shall be conducted in accordance with the requirement set forth by each agency. The result will be a preliminary jurisdictional delineation report that shall be submitted to the implementing agency, USACE, RWQCB, and CDFW, as appropriate, for review and approval. Jurisdictional areas should be avoided to the maximum extent possible. If jurisdictional areas are expected to be impacted, then the RWQCB would require a Waste Discharge Requirements (WDRs) permit and/or Section 401 Water Quality Certification (depending upon whether or not the feature falls under federal jurisdiction). If CDFW asserts its jurisdictional authority, then a Streambed Alteration Agreement pursuant to Section 1600 et seq. of the CFGC would also be required prior to construction within the areas of CDFW jurisdiction. If the USACE asserts its authority, then a permit pursuant to Section 404 of the CWA would likely be required. Furthermore, a compensatory mitigation program should be implemented, and the measures set forth by the regulatory agencies during the permitting process. Compensatory mitigations for all permanent impacts to waters of the U.S. and waters of the state shall be completed at a ratio as required in applicable permits, but should not be less than a minimum ratio of 1:1. All temporary impacts to waters of the U.S. and waters of the state should be fully restored to natural condition.

Findings for Impact BIO-2: The City finds that potential alteration of the "pond" could result in adverse impacts to waters of the state and/or waters of the U.S. Impacts to this feature may be significant and could result in significant impacts to special-status species. Implementation of Mitigation Measure BIO-2 listed above, would ensure that any potential impacts to special-status species would be reduced to a less than significant level.

Implementation of Mitigation Measure BIO-2, set forth above, which is hereby adopted and incorporated into the project, will reduce Impact BIO-2 to a less-than-significant level. (LTS)

2. Cultural Resources

Impact CR-1: Development under the proposed Specific Plan could impact presently unknown historical resources through construction activities associated with buildout. Application of Mitigation Measure CR-1 would ensure impacts to historical resources are less than significant

by identifying historical resources during the project planning process and avoiding or minimizing potential impacts as needed. (S)

Mitigation Measure CR-1: Historical Resources Evaluation and Treatment Procedures. If a project involves a built environment resource which is over the age of 45 years old, the Community Development Director or their designee, supported by an architectural historian as needed, shall make a preliminary determination as to whether the building qualifies as a historical resource. "Historical resource" shall mean a property listed or found eligible for listing in the National Register of Historic Places or the California Register of Historical Resources. A property that is eligible for listing in the National Register of Historic Places or the California Register of Historical Resources must retain its historic integrity and meet one of the following eligibility criteria:

- Is associated with events that have made a significant contribution to the broad patterns of our history.
- Is associated with the lives of persons significant in our past.
- Embodies the distinctive characteristics of a type, period or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction.
- Has yielded, or may be likely to yield, information important in history or prehistory.

  If the Community Development Director or their designee determines the built environment resource may have to potential to qualify as a historic resource, then a historical resources evaluation shall be required.

- Qualified Historian. The evaluation will be prepared by a qualified architectural historian or historian who meets the Secretary of the Interior's Professional Qualifications Standards (PQS) in architectural history or history.

- Guidelines for Preparation. The qualified architectural historian or historian will conduct an intensive-level evaluation in accordance with the guidelines and best practices promulgated by the State Office of Historic Preservation to identify any potential historical resources within the proposed project area. All properties 45 years of age or older will be evaluated within their historic context and documented in a technical report. All evaluated properties will be documented on Department of Parks and Recreation Series 523 Forms. The report will be submitted to the City for review.

If the property is found ineligible for the NRHP or CRHR it shall be considered non-historical for the purposes of CEQA and no additional review or mitigation is required. If the property is identified as historical, the project applicant shall retain a qualified preservation

professional meeting the PQS in Architectural History, History, or Historic Architecture. The qualified preservation professional shall provide design input to facilitate compliance with the Secretary's Standards to lessen, avoid, or mitigate direct or indirect impacts to historical resources. The qualified preservation professional shall review design plans to identify whether the project complies with the Secretary's Standards. The results of this review and impacts screening shall be memorialized in a Secretary's Standards compliance memorandum and approved by the City prior to the schematic phase. If the project is found to comply with the Secretary's Standards, no further mitigation is required.

If the project is found not to comply, the City shall require the completion of a Relocation Study and Preservation Plan for the historical resource. The Study shall consider partial retention of the resource as well as relocation; the Plan shall identify at least two potential nearby receiver sites, with similar settings and characteristics, for the relocation. The Relocation Study and Preservation Plan shall be completed by a preservation professional meeting the Secretary of the Interior's Professional Qualifications Standards for architectural history, history, or historic architecture and approved by the City prior to issuance of building permits.

If the Relocation Study and Preservation Plan determines that partial retention or relocation is feasible, the recommendations of the study shall be implemented. If the Relocation Study and Preservation Plan determines that such measures are infeasible, the project shall not be implemented, or the City may require project-level CEQA review, such as an EIR prior to project approval.

Findings for Impact CR-1: The City finds that, while the project does not directly propose any adverse changes to any historic resources, construction activities during development under the DVSP could impact unknown historical resources. This could have a substantial adverse impact on the resources and is therefore considered a potentially significant impact. Mitigation Measure CR-1 would require that proposed development projects conduct a Historical Resources Evaluation to determine whether or not the building qualifies as a historical resource. City would require that applicants follow prescribed treatment procedures that would avoid or minimize impacts.

Implementation of Mitigation Measure CR-1, set forth above, which is hereby adopted and incorporated into the project, will reduce Impact CR-1 to a less-than-significant level. (LTS)

Impact CR-2: Ground-disturbing activities associated with development facilitated by the Specific Plan, particularly in areas that have not previously been developed with urban uses, have not been studied through a cultural resources investigation, or when excavation depths exceed those previously attained, have the potential to damage or destroy previously-unknown historic or prehistoric archaeological resources that may be present on or below the ground

surface. Impacts are potentially significant, and Mitigation Measure CR-2 would be required to reduce potential impacts to less than significant.(S)

Mitigation Measure CR-2: Archaeological Resources Investigation. At the time of application for discretionary land use permits that involve grading, trenching, or other ground disturbance in native soil with the potential for encountering unknown archaeological resources, the project applicant shall retain a qualified archaeologist meeting the Secretary of the Interior standards in archaeology to complete a Phase 1 cultural resources assessment of the development site. A Phase 1 cultural resources assessment shall include an archaeological pedestrian survey of the development site, if possible, and sufficient background archival research and field sampling to determine whether subsurface prehistoric or historic remains may be present. Archival research shall include a current (no more than one-year old) records search from the Northwest Information Center (NWIC) and a Sacred Lands File (SLF) search conducted with the Native American Heritage Commission (NAHC).

Identified prehistoric or historic archaeological remains shall be avoided and preserved in place where feasible. Where preservation is not feasible, the significance of each resource shall be evaluated for significance and eligibility for listing in the CRHR through a Phase 2 evaluation. A Phase 2 evaluation shall include any necessary archival research to identify significant historical associations as well as mapping of surface artifacts, collection of functionally or temporally diagnostic tools and debris, and excavation of a sample of the cultural deposit to characterize the nature of the sites, define the artifact and feature contents, determine horizontal boundaries and depth below surface, and retrieve representative samples of artifacts and other remains.

Cultural materials collected from the sites shall be processed and analyzed in the laboratory according to standard archaeological procedures. The age of the materials shall be determined using radiocarbon dating and/or other appropriate procedures; lithic artifacts, faunal remains, and other cultural materials shall be identified and analyzed according to current professional standards. The significance of the sites shall be evaluated according to the criteria of the CRHR. The results of the investigations shall be presented in a technical report following the standards of the California Office of Historic Preservation publication "Archaeological Resource Management Reports: Recommended Content and Format (1990 or latest edition)" (http://ohp.parks.ca.gov/pages/1054/files/armr.pdf). Upon completion of the work, all artifacts, other cultural remains, records, photographs, and other documentation shall be curated an appropriate curation facility. All fieldwork, analysis, report production, and curation shall be fully funded by the applicant.

If the resources meet CRHR significance standards, the City shall ensure that all feasible recommendations for mitigation of archaeological impacts are incorporated into the final

design and permits issued for development. If necessary, Phase 3 data recovery excavation, conducted to exhaust the data potential of significant archaeological sites, shall be carried out by a qualified archaeologist meeting the SOI standards for archaeology according to a research design reviewed and approved by the City prepared in advance of fieldwork and using appropriate archaeological field and laboratory methods consistent with the California Office of Historic Preservation Planning Bulletin 5 (1991), Guidelines for Archaeological Research Design, or the latest edition thereof. As applicable, the final Phase 1 Inventory, Phase 2 Testing and Evaluation, and/or Phase 3 Data Recovery reports shall be submitted to the City prior to issuance of construction permit. Recommendations contained therein shall be implemented throughout all ground disturbance activities.

Findings for Impact CR-2: The City finds that, while the project does not directly propose any adverse changes to any historic or prehistoric archaeological resources, construction activities during development under the DVSP could potentially damage or destroy previously-unknown resources that may be present on or below the ground surface. This could have a substantial adverse impact on the resources and is therefore considered a potentially significant impact. Mitigation Measure CR-2 would require a phased Archaeological Resources Investigation to identify prehistoric or historic archaeological remains and determine their significance. The measure requires that identified prehistoric or historic archaeological remains shall be avoided and preserved in place where feasible. If avoidance is not feasible, the measure requires that the resources be processed and analyzed in the laboratory according to standard archaeological procedures and that any additional mitigation be implemented in accordance with recommendations of the project archaeologist.

Implementation of Mitigation Measure CR-2, set forth above, which is hereby adopted and incorporated into the project, will reduce Impact CR-2 to a less-than-significant level.(LTS)

3. Geology and Soils

Impact GEO-1: Ground disturbance in the DVSP area may result in the destruction, damage, or loss of undiscovered scientifically-important paleontological resources. The implementation of Mitigation Measure GEO-1 would reduce impacts to paleontological resources to a less than significant level.(S)

Mitigation Measure GEO-1: Paleontological Resources Monitoring and Mitigation. The City of Marina shall require the following specific requirements for individual projects in the DVSP that would require excavation exceeding five feet:

1. Prior to excavations exceeding five feet, a qualified professional paleontologist shall be retained to direct all mitigation measures related to paleontological resources. A qualified professional paleontologist is defined by the SVP standards as an individual preferably with

an M.S. or Ph.D. in paleontology or geology who is experienced with paleontological procedures and techniques, who is knowledgeable in the geology of California, and who has worked as a paleontological mitigation project supervisor for a least two years (SVP 2010).

2. The qualified professional paleontologist shall design a Paleontological Resources Mitigation and Monitoring Program (PRMMP) for the project, which outlines the procedures and protocol for conducting paleontological monitoring and mitigation. Monitoring shall be conducted by a qualified paleontological monitor who meets the minimum qualifications per standards set forth by the SVP. The PRMMP shall address the following procedures and protocols:

- Timing and duration of monitoring
- Procedures for work stoppage and fossil collection
- The type and extent of data that should be collected with any recovered fossils
- Identify an appropriate curatorial institution
- Identify the minimum qualifications for qualified paleontologists and paleontological monitors
- Identify the conditions under which modifications to the monitoring schedule can be implemented
- Details to be included in the final monitoring report.

3. Prior to the start of construction, the qualified paleontologist or his or her designee shall conduct a paleontological Worker Environmental Awareness Program (WEAP) training for construction personnel regarding the appearance of fossils and the procedures for notifying paleontological staff should fossils be discovered by construction staff.

4. Full-time paleontological monitoring shall be conducted during ground disturbing construction activities (i.e., grading, trenching, foundation work) exceeding five feet, pursuant to the PRMMP. Paleontological monitoring is not required for any construction activities that do not exceed depths of less than five feet. If the qualified paleontologist determines that full-time monitoring is no longer warranted, based on the specific geologic conditions at the surface or at depth, he/she may recommend that monitoring be reduced to periodic spot-checking or cease entirely.

5. In the event of a fossil discovery by the paleontological monitor or construction personnel, all work in the immediate vicinity of the find shall cease. The qualified paleontologist shall

evaluate the find before restarting construction activity in the area. If it is determined that the fossil(s) is (are) scientifically significant, the qualified paleontologist shall complete the following conditions to mitigate impacts to significant fossil resources:

a. The paleontological monitor shall evaluate the discovery and determine if the fossil may be considered significant. If the fossils are determined to be potentially significant, the qualified paleontologist shall recover them following standard field procedures for collecting paleontological resources as outlined in the PRMMP. If fossils are discovered, the qualified paleontologist shall recover them as specified in the project's PRMMP.

b. Once salvaged, significant fossils shall be prepared to a curation-ready condition, and curated in a scientific institution with a permanent paleontological collection.

c. Upon completion of ground disturbing activity (and curation of fossils if necessary) the qualified paleontologist should prepare a final mitigation and monitoring report outlining the results of the mitigation and monitoring program. The report shall be submitted to the City of Marina.

Findings for Impact GEO-1: The City finds that ground disturbance to intact geologic units within project areas mapped as Older Quaternary sedimentary deposits (Qos) have the potential to impact paleontological resources at depths greater than five feet. Because the entire Plan area is underlain by Qos, construction activities associated with any future project pursuant to the Specific Plan may result in the destruction, damage, or loss of undiscovered scientifically-important paleontological resources. The implementation of Mitigation Measure GEO-1 would reduce impacts to paleontological resources to a less than significant level by including an implementation program requiring paleontological resource studies for projects that would require excavation greater than five feet and implementation of further requirements to avoid or reduce impacts to such resources on a project-by-project basis.

Implementation of Mitigation Measure GEO-1, set forth above, which is hereby adopted and incorporated into the project, will reduce Impact GEO-1 to a less-than-significant level. (LTS)

4. Hazards, Hazardous Materials, and Wildfires

Impact HAZ-1: Redevelopment of portions of the Specific Plan area with known or potential contamination of soil, groundwater, and/or soil vapor (subsurface contamination) may result in the disturbance of hazardous materials, presenting a risk of human exposure. New development could also present potential risk of exposure to contamination associated with commercial and/or industrial land use. Hence, development and redevelopment pursuant to the Specific Plan would increase the potential for exposure to subsurface contamination hazards. This impact is potentially significant.(S)

Mitigation Measure HAZ-1: Project-Level Hazardous Materials Assessment. Prior to obtaining grading permits or starting other ground disturbing work for individual projects, the Community Development Director or their designee shall hire a qualified environmental professional to conduct a Phase I environmental assessment (ESA), consistent with the American Society for Testing Materials standards (ASTM E1527). The Phase I ESA shall evaluate the likelihood that hazardous chemicals are present and whether soil sampling is necessary. If the Phase I ESA indicates that contamination is unlikely, no further mitigation is necessary other than any recommendations identified in the Phase I ESA (such as stopping work if stained soil is encountered).

If the Phase I ESA indicates that additional soil sampling or other further evaluation is necessary, the City shall hire a qualified environmental professional to conduct a Phase II ESA to determine the presence and extent of contamination. If the results indicate that contamination exists at levels above regulatory action standards, then the site shall be remediated in accordance with recommendations made by applicable regulatory agencies, including RWQCB and DTSC. The agencies involved shall depend on the type and extent of contamination. If remediation is necessary, the City or their designee shall hire a qualified environmental professional prior to obtaining grading permits or ground disturbance to prepare a work plan that identifies necessary remediation activities, including excavation and removal of on-site contaminated soils, appropriate dust control measures, and redistribution of clean fill material on the project site. The plan shall include measures that ensure the safe transport, use, and disposal of contaminated soil removed from the site. The plan shall also identify when and where soil disturbing construction activities may safely commence.

Findings for Impact HAZ-1: The City finds that disturbance of contaminated soil or groundwater during construction activities could result in the disturbance of hazardous materials, presenting a health risk to any person exposed to the contaminants. New development could also present potential risk of exposure to contamination associated with commercial and/or industrial land use. Therefore, development and redevelopment pursuant to the Specific Plan would increase the potential for exposure to contamination hazards. Mitigation Measure HAZ-1 identifies steps to be taken prior to ground disturbing activities. These measures include preparation of Phase I (and potentially Phase II) ESA reports prepared by a qualified environmental assessment professional which would include recommendations for further investigation or remedial action, as appropriate, for hazardous materials contamination.

Implementation of Mitigation Measure HAZ-1, set forth above, which is hereby adopted and incorporated into the project, will reduce Impact HAZ-1 to a less-than-significant level.(LTS)

5. Noise

Impact HYD-1: Construction facilitated by the DVSP could exceed the construction noise threshold and impacts would be potentially significant. Operational activities, such as traffic and the use of mechanical equipment facilitated by the DVSP, would also exceed noise thresholds and impacts would be potentially significant. (S)

Mitigation Measure NOI-1(a): Construction Noise Reduction Measures. The following measures shall be implemented if construction is to occur within 500 feet of a residential property line:

- The City shall ensure that notes for grading plans and/or site improvement plans clearly state the noise limitation requirements of Municipal Code Section 15.04.055.

- Construction activities shall occur as to not exceed the 60 dBA LEQ noise limit at a receiving property line. Measures to reduce noise levels below the 60 dBA LEQ noise limit include, but are not limited to, the following:

- Mufflers. During project site excavation and grading, construction equipment, fixed or mobile, shall be operated with closed engine doors and shall be equipped with properly operating and maintained mufflers consistent with manufacturers' standards.

- Stationary Equipment. Stationary construction equipment shall be located and oriented so that emitted noise is directed away from the nearest noise sensitive receivers.

- Equipment Staging Areas. Equipment staging shall be located in areas that will create the greatest distance feasible between construction-related noise sources and noise sensitive receivers.

- Electrically-Powered Tools and Facilities. Where available, electrical power shall be used to run air compressors and similar power tools and to power any temporary structures, such as construction trailers or caretaker facilities.

- Sound Barriers. Temporary noise barriers shall be implemented between the construction equipment and the receiving property lines. The noise barriers shall be constructed of material with a minimum weight of two pounds per square foot with no gaps or perforations. Noise barriers may be constructed of, but not limited to, 5/8-inch plywood, 5/8-inch oriented strand board, and hay bales. Noise barriers may consist of sound blankets affixed to construction fencing along the construction site boundary facing potentially sensitive receivers

- Idling. Construction vehicles shall be prohibited from idling in excess of five minutes.

Mitigation Measure NOI-1(b): Site-Specific Acoustic Analysis – Multi-Family Residences. This mitigation measure applies to future multi-family residential development on Reservation Road, Del Monte Boulevard, Reindollar Avenue, Reindollar Avenue, Carmel Avenue, California Avenue, Crescent Avenue to the south of Reservation Road, Lynscott Drive, and Bayer Street. Prior to the approval of multi-family residential building permits in these locations, the City shall require an acoustical analysis demonstrating to the satisfaction of the Community Development Director (or their designee) that 1) the proposed building plans ensure that interior noise levels due to exterior noise sources will be at or below Marina's interior noise standard of 45 dBA Ldn for residential uses in any habitable room, and 2) required exterior areas are not exposed to noise levels in excess of the City's maximum acceptable exterior noise level of 60 dBA Ldn. Design-level architectural plans shall be available during design review and will permit the accurate calculation of transmission loss for habitable rooms. If necessary, the analysis shall identify measures to reduce noise levels to within City standards, which may include, but would not be limited to:

- Design of the project to include exterior areas shielded from the roadways by the project buildings;
- Sound walls to reduce noise to exterior areas; and/or
- Windows with increased Sound Transmission Class [STC] ratings for interior areas, etc.).

It is preferred that the interior noise standard be attained with open windows. However, where the interior noise standard is attainable only with closed windows and doors, mechanical ventilation shall be required.

Mitigation Measure NOI-1(c): Site-Specific Acoustic Analysis – Office Uses. Concurrent with Design Review and prior to the approval of building permits for office uses on Reservation Road and Del Monte Boulevard, the City shall require an acoustical analysis 1) demonstrating to the satisfaction of the Development Services Director (or their designee) that the required exterior areas are not exposed to noise levels in excess of the City's maximum acceptable exterior noise level of 67 dBA Ldn for office uses. If necessary, the analysis shall identify measures to reduce noise levels to within City standards, which may include, but would not be limited to design of the project to include exterior areas shielded from the roadways by the project buildings or sound walls to reduce noise to exterior areas.

Mitigation Measure NOI-1(d): HVAC Mechanical Equipment Shielding. Concurrent with Design Review and prior to the approval of building permits, the City shall require a design plan demonstrating to the satisfaction of the Development Services Director (or their designee) that the noise level from operation of mechanical equipment shall not cumulatively

exceed the following noise level limits for a designated receiving land use category as specified in Table 4.2 in the Marina General Plan:

- From 7 a.m. to 10 p.m.:
- 50 dBA Leq
- 70 dBA Lmax
- 65 dBA Lmax, impulsive
- From 10 p.m. to 7 a.m.:
- 45 dBA Leq
- 65 dBA Lmax
- 60 dBA Lmax, impulsive

Noise control measures may include, but are not limited to, the selection of quiet equipment, equipment setbacks, parapet walls, silencers, and/or acoustical louvers. Marina shall require noise attenuation features that would reduce sound levels to allowable noise levels.

Findings for Impact NOI-1: The City finds that development under the DVSP would result in noise that exceeds applicable standards during both construction and operation. This would be considered a potentially significant impact. Mitigation Measure NOI-1(a) through NOI-1(d) would reduce noise from construction activities, require site-specific acoustic analyses for future multi-family residential and office uses in affected areas, require implementation of additional measures as identified in the site-specific acoustic analyses to reduce noise levels to within City standards, and would require a design plan demonstrating that the noise level from operation of mechanical equipment shall not cumulatively exceed established noise level limits for a designated receiving land use category as specified in Table 4.2 in the Marina General Plan. Therefor Mitigation Measures NOI-1(a) through (d) listed above, would ensure that any potential impacts to special-status species would be reduced to a less than significant level.

Implementation of Mitigation Measure NOI-1(a) through (d), set forth above, which are hereby adopted and incorporated into the project, will reduce Impact NOI-1 to a less-than-significant level. (LTS)

6. Tribal Cultural Resources

Impact TCR-1: Although no known tribal cultural resources are present on the Plan area, there is the possibility of encountering unknown tribal cultural resources or known cultural resources that may be identified as tribal cultural resources. Ground disturbance associated with projects facilitated by the Specific Plan has the potential to significantly impact tribal cultural resources. Mitigation is required to ensure that any unanticipated discoveries of tribal cultural resources are avoided or, where avoidance is infeasible, mitigated to a less than significant level. (S)

Mitigation Measure TCR-1: Unanticipated Discovery of Tribal Cultural Resources. In the event that cultural resources of Native American origin are identified during development facilitated by the DVSP, all earth-disturbing work within 50 feet of the find shall be temporarily suspended or redirected until an archaeologist has evaluated the nature and significance of the find as a cultural resource and an appropriate local Native American representative is consulted. If the City, in consultation with local Native American tribes, determines that the resource is a tribal cultural resource and thus significant under CEQA, a mitigation plan shall be prepared and implemented in accordance with state guidelines and in consultation with local Native American group(s). The plan shall include avoidance of the resource or, if avoidance of the resource is infeasible, the plan shall outline the appropriate treatment of the resource in coordination with the appropriate local Native American tribal representative and, if applicable, a qualified archaeologist. The plan shall include measures to ensure the find is treated in a manner that respectfully retains, to the degree feasible, the qualities that render the resource of significance to the local Native American group(s). Examples of appropriate mitigation for tribal cultural resources include, but are not limited to, protecting the cultural character and integrity of the resource, protecting traditional use of the resource, protecting the confidentiality of the resource, or heritage recovery.

Findings for Impact TCR-1: The City finds that, while the project does not directly propose any adverse changes to any known tribal cultural resources, construction activities during development under the DVSP could impact unknown resources. This could have a substantial adverse impact on the resources and is therefore considered a potentially significant impact. Mitigation Measure TCR-1 would require suspension of construction activities if Native American cultural resources are encountered until an archaeologist can evaluate the resource and consult with appropriate local Native American representatives. If the City, in consultation with local Native American tribes, determines that the resources is significant under CEQA, the measure requires preparation and implementation of a mitigation plan that would avoid the resources if feasible, or outline appropriate treatment if avoidance is not feasible.

Implementation of Mitigation Measure TCR-1, set forth above, which is hereby adopted and incorporated into the project, will reduce Impact TCR-1 to a less-than-significant level. (LTS)

F. CUMULATIVE IMPACTS

An EIR is required to discuss the cumulative impacts of a project when the project's incremental effect is cumulatively considerable. CEQA Guidelines §15130(a). "Cumulatively considerable" means that the incremental effects of the project are significant when viewed in connection with the effects of past projects, other current projects, and probable future projects. CEQA Guidelines § 15065(a)(3); Pub. Resources Code § 21083(b)(2).

When evaluating cumulative impacts, CEQA allows the use of either a list of past, present, and probable future projects, including projects outside the control of the lead agency, or a summary of projections in an adopted planning document. To determine the project's potential cumulative impacts, the Final EIR considers the effects of the project over the course of the 20-year planning period (2024-2044) in conjunction with growth and development projections contained within adopted local plans in the cities of Marina and Seaside and select projects in Monterey County and in the Fort Ord area. For the purposes of analyzing the cumulative analysis of the project, these local plans and projects include the City of Marina's General Plan and Municipal Code.

The Final EIR identified certain potentially significant cumulatively considerable effects that could result from the project. As described in greater detail below, the project could result in the following significant and unavoidable impact, which will be overridden by the specific considerations that are described in this document's conclusion in Section H of this document.

Cumulative Air Quality Impact: DVSP operation would exceed MBARD thresholds for VOCs, which is considered a cumulatively considerable impact. In addition, DVSP related air pollution may combine with other cumulative projects (past, present, and reasonably foreseeable future) to violate criteria pollutant standards if the existing background sources cause nonattainment conditions. Air pollutant emissions in the DVSP area would contribute to regional air quality in the North Central Coast Air Basin (NCCAB). The NCCAB is designated a nonattainment area for the particulate matter under state standards, and nonattainment transitional for one-hour ozone under state standards and 8-hour ozone national and state standards. Therefore, DVSP project emission impacts combined with cumulative project air quality impacts related to particulate matter (PM10) and ozone are also significant.(S)

The DVSP includes Program M-1, described below to address cumulative transportation demand management, which may reduce emissions in the plan area.

Program M-1: Develop a mobility plan for the Downtown to include complete streets design, pedestrian and bicycle paths, improvements to transit, parking, electric vehicle charging, and transportation demand management measures. The plan should include a cost estimate and a financing and capital improvement program.

Findings for Cumulative Air Quality Impact: The City finds that the project, in conjunction with other foreseeable projects, would result in a cumulatively considerable impact for operational VOC emissions and would contribute to regional air quality in the NCCAB for nonattainment areas, specifically for particulate and ozone emissions. This would be considered a cumulatively considerable impact. Implementation of DVSP Program M-1 would reduce impacts by planning and implementing multi-modal transportation options that may reduce emissions, however, cumulative impacts related to cumulatively considerable contributions of VOCs, and particulate matter and ozone in non-attainment areas would remain significant and unavoidable.(SU)

Cumulative Transportation Impact:

The DVSP would have an impact on the regional roadway network within Monterey County. Buildout of cumulative development within and near the Specific Plan area, including the anticipated cumulative projects, would increase traffic volumes on local roadways and regional VMT. Although the DVSP would reduce VMT compared to future baseline conditions, development facilitated by the DVSP would result in an increase in VMT, which would exceed City thresholds. Because buildout of the DVSP would increase VMT, cumulative impacts would be potentially significant. The DVSP would contribute to this cumulative impact because it would add to countywide VMT alongside other development envisioned in the City of Marina and Monterey County. Therefore, the DVSP's contribution to significant cumulative VMT impacts would be cumulatively considerable. (SU)

Findings for Cumulative Transportation Impact: The City finds that the project, in conjunction with other foreseeable projects, would result in a cumulatively considerable impact for operational activities related to increased VMT that exceeds the City's thresholds and would add to countywide VMT. This would be considered a cumulatively considerable impact. Implementation of DVSP Program M-1 would reduce impacts by planning and implementing multi-modal transportation options that may reduce emissions, however, cumulative impacts related to cumulatively considerable contributions of VMT would remain significant and unavoidable.(SU)

Cumulative Water Supply Impact: the DVSP would increase water demand in the Specific Plan area, but would be sufficiently served by existing water supplies. However, substantial excess supply is not anticipated. There would not be sufficient water supply for all cumulative development in normal and dry years. As such, cumulative water supply impacts would be

potentially significant. While the DVSP itself would result in less than significant impacts to water supply, the DVSP would contribute to the cumulative impact. Therefore, the DVSP would result in a cumulatively considerable contribution to cumulative sustainable groundwater management and water supply impacts. This impact would be significant and unavoidable. (SU)

Findings for Cumulative Water Supply Impact: The City finds that the project, in conjunction with other foreseeable projects, would result in a cumulatively considerable impact for operational activities related to water supply during normal and dry years. This would be considered a cumulatively considerable impact that would be significant and unavoidable.(SU)

G. GROWTH INDUCING IMPACTS

An EIR is required to discuss growth inducing impacts, which consist of the ways in which the project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. CEQA Guidelines §15126.2(d); Public Resources Code § 21100(b)(5). Direct growth inducement would result, for example, if a project involves the construction of substantial new housing that would support increased population in a community or establishes substantial new permanent employment opportunities.

This additional population could, in turn, increase demands for public utilities, public services, roads, and other infrastructure. Indirect growth inducement would result if a project stimulates economic activity that requires physical development or removes an obstacle to growth and development (e.g., increasing infrastructure capacity that would enable new or additional development). It must not be assumed that growth in any area is necessarily beneficial, detrimental, or of little significance to the environment. CEQA Guidelines § 15126.2(d). Section VII.A of the Draft EIR analyzes the growth inducing impacts of the project. As explained in Section I, below, the findings in this Section G are based on the Final EIR, the discussion and analysis in which is hereby incorporated in full by this reference.

The City of Marina proposes the DVSP for the City's 320-acre downtown area to establish a vibrant Downtown, provide a variety of affordable , high quality housing options, create an environment that attracts and sustains economic activity, and establishes a downtown area with safe and efficient multi-modal transportation. The DVSP establishes land use designations, Design Guidelines, public service improvements, mobility elements (e.g., traffic calming measures and improved public transit) and associated Development Code and General Plan amendments.

The DVSP would facilitate an increase of 2,904 residential units, 1,566,374 square feet of retail uses, and 824,581 square feet of office uses over the approximately 20-year planning horizon and beyond. DVSP buildout is accounted for in regional growth projections and would contribute to the City's projected population of 28,433 residents by 2040. Population increases associated with

the Specific Plan have been accommodated in regional growth projections, including the Association of Monterey Bay Area Governments Regional Growth Forecast released in 2022.

Additionally, the DVSP itself anticipates and plans for this growth in the Specific Plan area. The DVSP provides guidance for development and growth within the Specific Plan area through guiding policies and goals for orderly development to ensure that growth does not outpace the capacity of existing infrastructure, services, and facilities. Additionally, the DVSP outlines the vision and framework for improving and growing the pedestrian, bicycle, vehicle, and transit network in the Specific Plan area. Lastly, the DVSP addresses the planned distribution, location, extent, and intensity of public facilities. Therefore, the DVSP would not result in significant physical effects due to population growth.

The DVSP prioritizes infill development, reuse of limited underutilized parcels, reimagined mobility options, mixed-use design, and preservation of key elements that make downtown Marina unique while supporting growth in areas already well-served by existing public facilities and services. New development would occur where existing roads, water, sewer, and other utilities are in place and in a manner that minimizes the impact of development on existing infrastructure and services. Despite the proposed change in land use designations, the Specific Plan would generally preserve the existing pattern of land uses in the Downtown area. Therefore, the DVSP would not result in significant physical effects due to a removal of obstacles to growth.

The Final EIR fully analyzes the impacts of all growth contemplated in the project. Secondary or indirect effects associated with this growth do not represent a new significant environmental impact which has not already been addressed in the Final EIR.

H. FEASIBILITY OF PROJECT ALTERNATIVES

The two project alternatives analyzed in the Final EIR include:

- **Alternative 1. No Project Alternative**: Under this alternative, the DVSP is not adopted or implemented, and instead there is continued implementation of the City's current General Plan for the plan area. Typical development assumptions are assumed for this alternative, including compliance with applicable regulations or typical City-required measures.
- **Alternative 2. Reduced Development Alternative**: Under this alternative, the Allendale/Chester Housing Site would not be developed, and 12 of the 24 units associated with development at this site would not be developed.

The Final EIR includes detailed analysis on the potential impacts of each alternative by environmental topic. After reviewing the Final EIR and other relevant information in the

administrative record, the Council determines that the two alternatives are _____(feasible or infeasible). [The reasons for rejecting each alternative are discussed in this section. The reasons for rejecting each alternative are independent and each reason alone is sufficient to support a determination that the alternative is infeasible.]

1. Alternative 1: No Project/No Build Alternative

a. Description

The No Project Alternative assumes that the current land use and zoning designations would not change from the City's adopted 2005 General Plan, and the DVSP would not be adopted or implemented. Existing development in the Specific Plan area includes approximately 1,005,000 square feet of commercial, retail, and office uses and approximately 2,301 dwelling units. Under the No Project Alternative, existing land use designations would remain the same, but additional development could occur as currently allowed under these designations. Because the Downtown area is already largely developed, there is very little vacant land in the urban core of the city. This alternative does not preclude future development within the downtown area, but much of its development potential has already been realized. Additionally, without the DVSP, there would be no opportunity for streamlined review and approval of projects within Marina's Downtown area. Accordingly, less development would occur under this alternative than under the DVSP.

Buildout in accordance with the existing 2005 General Plan would not meet project objectives. Under the No Project Alternative, there would be no physical modifications to the downtown that would promote a walkable and vibrant downtown with mixed uses and integration with adjoining neighborhoods, parks, and trails. Additionally, the No Project Alternative would not facilitate the development of a variety of affordable, high-quality housing options. The dispersed locations of vacant and underutilized lots that would be available for development under this alternative would not be conducive to establishing a downtown core area.

b. Comparison to Project

The No Project Alternative would not achieve, or would achieve to a lesser degree, the following project goals and objectives:

Goals

- **Land Use and Development.** A community with a safe, walkable, and vibrant Downtown, that attracts diverse business opportunities, encourages appropriate mixed uses, and integrates adjoining neighborhoods, parks, and trails.

- **Community Identity.** A Downtown that complements Marina's natural setting, provides opportunities for an attractive and functional built environment, accommodates and

reflects the diversity of our community, where people gather for social, cultural, educational, and recreational experiences.

- **Cultural Diversity.** A Downtown where people of all incomes, ages, abilities, races, and cultures feel like they belong.
- **Housing Affordability.** A variety of affordable, high-quality housing options for people to live in Downtown.
- **Environment and Sustainability.** Development in Downtown that employs green building technology, employs net zero building principles, and is designed to create more comfortable indoor and outdoor environments.
- **Economic Vitality.** An environment that attracts and sustains economic activity through innovation, business and social opportunities.
- **Mobility.** A Downtown with safe and efficient pedestrian and vehicular circulation that encourages people to gather, walk, bike, or use public transportation.
- **Public Facilities and Infrastructure.** Ensure that there are adequate public services and public utilities are provided for future development, and enhance the Downtown by planning for future public facilities.

Objectives

- Establish a safe, walkable, and vibrant Downtown that attracts diverse business opportunities, encourages appropriate mixed uses, and integrates adjoining neighborhoods, parks, and trails.
- Provide a variety of affordable, high-quality housing options for people of all incomes, ages, abilities, races, and cultures to live in Downtown.
- Create an environment that attracts and sustains economic activity.
- Establish a Downtown with safe and efficient pedestrian and vehicular circulation that encourages alternative modes of transportation.

Proposed Specific Plan development and policies related to promoting non-automobile transportation and public transit would not be implemented under this alternative. As a result, VMT generated by residential and office uses would be greater than that of the DVSP and would further exceed VMT thresholds established by the City of Marina. Therefore, impacts related to VMT would be significant and unavoidable. In addition, cumulative impacts related to VMT would also be significant and unavoidable and this Alternative's cumulative contribution to VMT would be greater than that of the proposed Project.

Overall, the No Project Alternative would result in fewer emissions from both construction and operation of new development in the Specific Plan area compared to the proposed Specific Plan. Therefore this alternative would result in less than significant air quality impacts with mitigation, and impacts would be reduced compared to the DVSP.

Because adequate water supplies would be available for the proposed Specific Plan at full buildout, adequate water supplies would also be available for the reduced development that occurs under the No Project Alternative. Similarly, the No Project Alternative would involve less development and less intense buildout, and would have lesser impacts to groundwater recharge, water quality, and sustainable groundwater management compared to the proposed project. Therefore, impacts related to water supply would be reduced compared to the DVSP and would be less than significant.

Because the No Project Alternative would facilitate development currently allowed by Marina's 2005 General Plan, projected growth and development in Marina is already accounted for by the Marina Coast Water District. The No Project Alternative would not require the relocation or construction of new or expanded water facilities. Impacts related to water supply would be reduced compared to the DVSP and would be less than significant.

c. Findings

Because this alternative would not achieve most of the Project goals and objectives, and because it would worsen impacts related to VMT , Alternative 1: No Project/No Build Alternative is hereby rejected.

2. Alternative 2: Reduced Development Alternative

a. Description

The Reduced Development Alternative would reduce the number of new residential units and the total square footage of non-residential development that could be constructed in the Specific Plan area. The purpose of this alternative is to reduce significant impacts to air quality and VMT associated with the DVSP. The Reduced Development Alternative would facilitate approximately 25 percent less development than the proposed Specific Plan, and would involve a net increase of 2,178 residential units and approximately 1,039,000 square feet of non-residential development compared to existing conditions.

Based on an average of 2.65 people per household, the Reduced Development Alternative would result in a population increase of 5,772 people in the Downtown area (2.65 multiplied by 2,178 residential units). Additionally, with approximately 25 percent less non-residential development, this alternative would result in 25 percent less employment opportunities compared to the

proposed project, or 2,014 jobs. Therefore, the service population of the Reduced Development Alternative would be 4,192 people.

Although new development would be reduced by 25 percent under this alternative, the proposed Specific Plan boundary would remain the same. The reduction in buildout would be achieved through a corresponding reduction in density allowances. Goals, policies, and development standards contained in the Downtown Vitalization Specific Plan related to land use, mobility, infrastructure, and sustainability would continue to apply to this alternative. Similarly, design guidelines within the Specific Plan would also continue to apply.

Buildout facilitated by the Reduced Development Alternative would meet the project goals and objectives, but to a lesser extent than the proposed Specific Plan. The Reduced Development Alternative would promote a walkable and vibrant downtown with mixed uses and integration with adjoining neighborhoods, parks, and trails, and would facilitate the development of a variety of affordable, high-quality housing options. However, since 25 percent less development would be facilitated under this alternative compared to the DVSP, fewer improvements and less affordable housing would be developed under this alternative.

b. Comparison to Project

The Reduced Development Alternative would achieve to a slightly lesser degree than the project the following project goals and objectives:

- Housing Affordability. A variety of affordable, high-quality housing options for people to live in Downtown.
- Provide a variety of affordable, high-quality housing options for people of all incomes, ages, abilities, races, and cultures to live in Downtown.

This alternative would allow the city to establish a vibrant Downtown, though with less margin for development of some sites at lower densities. This alternative would result in 726 fewer housing units than the project and would thus achieve this objective to a slightly lesser degree. By comparison, the proposed Plan would allow up to 2,904 residential units (or 726 units more than this alternative) and approximately 1,385,200 square feet of non-residential development.

The Reduced Development Alternative would develop fewer housing units and less non-residential uses compared to existing conditions and compared to the proposed DVSP. Implementation of the Reduced Development Alternative would result in a total net reduction in development potential by 726 units at buildout and would result in 346, 200 square feet less of non-residential development when compared to the project.

This alternative would reduce significant impacts related to VMT and air quality associated with the DVSP. VMT would be reduced under this alternative compared to the proposed Specific

Plan, but impacts related to VMT would remain significant and unavoidable. The Reduced Development Alternative would result in the average emission of 132 pounds per day of VOCs, which would be below the MBARD significance threshold of 137 pounds per day, which would be a less than significant impact.

Because the Reduced Development Alternative would involve approximately 25 percent less buildout than the DVSP, this alternative would also have sufficient water supplies during all project phases. Additionally, the Reduced Development Alternative would involve less development and less intense buildout than the DVSP, and would accordingly have less impacts to groundwater recharge, water quality, and sustainable groundwater management compared to the proposed project. Therefore, impacts would be reduced compared to the DVSP and would be less than significant.

Similar to the proposed project, the Reduced Development Alternative would require new water service connections to be installed to provide the water demand associated with buildout. Construction of new connections would be required to implement Best Management Practices and comply with laws and regulations to avoid or minimize adverse effects to water supply from the installation of new water service connections, and impacts would be less than significant. The Reduced Development Alternative would have less than significant impacts associated with the construction of new water facilities, similar to the DVSP.

Similar to the DVSP, under the Reduced Development Alternative there would not be sufficient water supply for all cumulative development in normal and dry years. Therefore, the Reduced Development Alternative would result in a cumulatively considerable contribution to cumulative sustainable groundwater management and water supply impacts, but to a lesser degree than the proposed project.

Because this alternative would avoid significant unavoidable air pollutant emissions and reduce impacts related to VMT and water supply, this alternative is considered the environmentally superior alternative.

c. Findings

For the foregoing reasons, Alternative 2: Reduced Development Alternative is hereby rejected because it would provide fewer benefits than the proposed Project.

3. Environmentally Superior Alternative

In addition to the discussion and comparison of Alternatives, Section 15126.6(e)(2) of the CEQA Guidelines requires that an “environmentally superior” alternative be selected and the reasons for such a selection be disclosed. The environmentally superior alternative is the alternative that would be expected to create the least significant environmental effects. Identification of the

environmentally superior alternative is an informational procedure and the alternative selected may not be the alternative that best meets the goals or needs of the City.

Typically, the No Project Alternative is considered the environmentally superior alternative in the strict sense that environmental impacts associated with implementation of the proposed project would result in the least amount of development of all the alternatives examined. However, as noted previously, adoption of a No Project Alternative would not result in meeting many of the Project goals and objectives. Moreover, Section 15126.6(e)(2) of the CEQA Guidelines states that if the environmentally superior alternative is the No Project Alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives.

In either case, comparison of the environmental impacts associated with each alternative, as described above, indicates that the Reduced Development Alternative (Alternative 2) would represent the superior alternative in terms of reduced significant environmental impacts. Alternative 2 would result in a reduced level of residential development and non-residential development, compared to the proposed project, and therefore its impacts associated with VMT and cumulative water supply would be reduced and significant unavoidable air quality impacts would be avoided compared with the proposed project. However, Alternative 2 would not fully meet the project objectives set forth above.

For the foregoing reasons, Alternative 2 is considered the environmentally superior alternative.

Finding: For the foregoing reasons, Alternative 2: Reduced Development Alternative is hereby rejected because it would provide fewer benefits than the proposed Project.

I. INCORPORATION BY REFERENCE

These findings incorporate the text of the Final EIR for the project, the MMRP, City staff reports relating to the project, and other documents related to public hearings on the project, by reference, in their entirety. Without limitation, this incorporation is intended to elaborate on the scope and nature of mitigation measures, project and cumulative impacts, the basis for determining the significance of impacts, the determination of the environmentally superior alternative, and the reasons for approving the project.

J. RECIRCULATION NOT REQUIRED

CEQA Guidelines Section 15088.5 requires a lead agency to recirculate an EIR for further review and comment when “significant new information” is added to the EIR after public notice is given of the availability of the Draft EIR but before certification. No significant new information was added to the Draft EIR as a result of the public comment process. The February

2024 Final EIR responds to comments and clarifies, amplifies and makes insignificant modifications to the Draft EIR. These modifications include:

- Text changes to provide clarity to the analysis, make minor text corrections, or fix grammatical or typographic errors.
- Text changes in response to comments received on the Draft EIR.
- The addition of text to Mitigation Measure BIO-1 to further reduce the impacts of development proposed by requiring assessment and avoidance of bumble habitat in undeveloped area of the DVSP.

These revisions do not constitute significant new information regarding the project description, environmental and regulatory setting, conclusions of the environmental analysis, or in the mitigation measures or requirements incorporated into the project to mitigate impacts, or otherwise provide significant new information that would require recirculation of the Draft EIR pursuant to CEQA Guidelines section 15088.5. The Final EIR analyzes the impacts of development associated with implementation of the DVSP, and does not identify any new significant effects on the environment or a substantial increase in the severity of an environmental impact. For the foregoing reasons, recirculation of the Final EIR is not required.

Finding: For the foregoing reasons, recirculation of the Final EIR is not required.

K. RECORD OF PROCEEDINGS

Various documents and other materials related to the project constitute the record of proceedings upon which the City bases its findings and decisions contained herein. The City Clerk is designated as the custodian of the documents and record of proceedings. Those documents and materials are located in the City's Clerk's office at 211 Hillcrest Avenue, Marina, CA 93933.

L. STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA requires the decision-making agency to balance the benefits of a project against its significant unavoidable impacts when determining whether to approve a project. If the benefits of the project outweigh its unavoidable adverse environmental effects, under CEQA Guidelines section 15093(a), those effects may be considered acceptable. As set forth above, the City has found that the project will result in significant adverse project and cumulative environmental impacts related Air Quality, Transportation, and Water Supply that cannot be avoided following adoption, incorporation into the project, and implementation of mitigation measures described in the Final EIR. In addition, there are no feasible project alternatives that would mitigate or avoid all of the Project's significant environmental impacts. Section 15093(b) of the State CEQA Guidelines provides that when the decision of the public agency results in the occurrence of

significant impacts that are not avoided or substantially lessened, the agency must state in writing the reasons to support its actions. *See also* Public Resources Code Section 21081(b). Having balanced the economic, legal, social, technological or other benefits of the Project, including region-wide or statewide environmental benefits, against its significant and unavoidable environmental impacts, the City finds that the project's benefits outweigh its unavoidable adverse environmental effects, and that the adverse environmental effects are therefore acceptable.

The following statement identifies the reasons why, in the City's judgment based on substantial evidence, specific benefits of the project outweigh the significant and unavoidable effects. The substantial evidence supporting the benefits of the project can be found in the preceding sections of these Findings, in the project itself, and in the record of proceedings as defined in Section K, above. The City further finds that each of the project's benefits discussed below is a separate and independent basis for these findings. The reasons set forth below are based on the Final EIR and other information in the administrative record.

1. **Comply with state requirements to accommodate anticipated population growth and unmet housing needs.**

The City is mandated, pursuant to State Housing Element law, to plan for and accommodate the City's Regional Housing Needs Allocation (RHNA) of 685 units as part of the 6th Cycle Housing Element. The RHNA, prepared by HCD and AMBAG, reflects the number of housing units that must be provided to meet the forecast population growth and the need for housing among the existing population. The Project will promote development in a manner that would accommodate anticipated population growth for the City and existing need for housing, as required by the City's 6th Cycle RHNA. The Project accommodates this population, along with a buffer in the housing inventory, by incorporating goals and objectives into the General Plan and making changes to the Zoning Code necessary to accommodate the development intensity needed to satisfy the RHNA.

2. **Facilitate the development of a housing stock comprising a variety of housing and tenancy types which meet the varied needs of current and future residents who represent a full spectrum of age, income, and other demographic characteristics.**

The project would provide a variety of housing options for Marina residents across all income groups. The project accommodates the potential future development of up to 2,904 residential units at various income levels, which would achieve the Project's goal of facilitating the development of a housing stock comprising a variety of housing and tenancy types which meet the varied needs of current and future residents who represent a full spectrum of age, income, and other demographic characteristics. .

3. Provide zoning for residential development in close proximity to retail, services, and employment opportunities.

Adoption of the proposed amendments to the Zoning Code will allow for mixed-use residential development at greater densities, thereby promoting convenience, economic vitality, and quality of life. Without the Project, there would be lesser or no opportunity for streamlined review and approval of projects within Marina's Downtown area. Accordingly, less development would occur without the DVSP, and the dispersed locations of existing vacant and underutilized lots would not be conducive to establishing a downtown core area. There would also be fewer physical modifications to the downtown that would promote a walkable and vibrant cityscape with mixed uses and integration with adjoining neighborhoods, parks, and trails.

4. Establish a Downtown with safe and efficient pedestrian and bicycle circulation that encourages alternative modes of transportation.

The Project would create a pedestrian-friendly Downtown core by investing in traffic calming measures, active transportation facilities and amenities, a holistic approach to parking management, and improved public transit service in Downtown.

The Project would locate more residents and businesses near bicycle facilities and thereby increase usership. The DVSP would facilitate expansion of existing bicycle facilities and includes specific goals and policies (Goal M-1 and Programs M-1 and M-2) that call for providing convenient access and circulation for all modes of transportation and enhancing bicycling in the Specific Plan area.

The Project identifies opportunities to expand the pedestrian realm with parklets and curb extensions, and to increase pedestrian access in the Downtown by developing a complete pedestrian network. The DVSP includes pedestrian network improvements to address the need for safer, more visible crossings on high-speed, high-volume arterial streets and comfortable off-street facilities that provide alternative access routes to local amenities. The future pedestrian facilities improvements envisioned in the DVSP would not conflict with the existing or planned pedestrian facilities because they would either tie into or replace existing facilities. The DVSP includes specific goals (Goal M-1 and Policies M-1.3 through M-1.9) that would encourage increasing pedestrian access throughout the Downtown area, and development of a complete sidewalk system within Downtown. .

5. Invest in traffic calming measures, active transportation facilities and amenities, a holistic approach to parking management, and improved public transit service in Downtown

The DVSP would make several traffic improvements in the Downtown area, including clustering traffic signals in the Core district and constructing roundabouts at major intersections;

implementation of protected bike lanes on Reservation Road; filling in gaps along incomplete sidewalks; narrowing vehicle travel lanes; and other improvements. The DVSP would also implement traffic calming measures to reduce vehicle speeds to promote a pedestrian-oriented environment.

The Project would locate more residents and businesses near transit facilities and thereby increase ridership. In addition, as shown in the Cumulative Projects List (Section 3, Environmental Setting, Table 3-1), the SURF! rapid transit line would serve the commute route between Marina to Monterey, which is anticipated to improve transit options in Marina in the future. The DVSP includes specific goals and policies (Goal M-1 and Policies M-1.14 through M-1.16) related to transit that would encourage collaboration with MST to expand the bus routes that serve the Marina Transit Exchange, increase pedestrian access to the Marina Transit Exchange, and facilitate the SURF! bus rapid transit line to help realize downtown's potential to become a multi-modal mixed-use district.

6. Establish Marina as a destination that accommodates a mix of commercial, retail, office, and residential uses served by an improved transportation network

The Project's land use designations were established to allow for increased densities throughout the Downtown area. Districts include the Core, which would allow for residential densities of up to 70 units per acre; the Transition district and Mixed-Use Node, which would allow for up to 50 units per acre; and the Multifamily Residential district which would allow for up to 35 units per acre. Of the 2,301 existing residential units in the Downtown area, 1,638 (approximately 71 percent) are located in areas that would be designated as Multifamily Residential, 377 (approximately 16 percent) are located in areas that would be designated as Transition or Mixed-Use, and 286 (approximately 13 percent) are located in areas that would be designated as Core.

Buildout of the Project could include approximately an additional 1,385,000 square feet of new retail and office space. When added to existing development, the Plan area could include a total of up to approximately 2,390,000 square feet of commercial and retail space.

Proposed commercial and light industrial uses in the Downtown encompass roughly 860,000 square feet on 88 acres. The Downtown Core includes 407,000 square feet of commercial uses on 36 acres. Another 416,000 square feet of commercial uses can be found on 46 acres in the Transition zone. Area-wide, calculations also assume additional land would be devoted to the public right-of-way in the future.

7. Provide public improvements deemed necessary during the design process

Future development projects in the Specific Plan area would be required to provide public improvements deemed necessary during the design process. The public right-of-way in the Specific Plan area encompasses 67 acres, or 21 percent of the total land area. The Specific Plan

calls for the creation of smaller, more walkable blocks with mid-block crossings to increase access.

Based on the entire record, including the EIR, the specific economic, social, and environmental benefits of the Project, as stated above, outweigh and override any significant unavoidable environmental effects that would result from future Project implementation. The City has determined that any significant environmental effects caused by the Project have been mitigated to the extent feasible through the mitigation measures identified herein and adopted and incorporated into the Project, and, where mitigation is not feasible, has been outweighed and counterbalanced by the economic, legal, social, technological and other benefits of the Project, including region-wide or statewide environmental benefits.

M. SUMMARY

The City makes the following findings pursuant to Public Resources Code section 21081 and CEQA Guidelines section 15091:

1. Based on the foregoing Findings and the information contained in the record, the City has made one or more of the following Findings with respect to each of the significant environmental effects of the project:
    a. Changes or alterations have been required in, or incorporated into, the project that avoid or substantially lessen the significant environmental effects identified in the Final EIR.
    b. Specific economic, legal, social, technological, or other considerations, make infeasible the mitigation measures or alternatives identified in the Final EIR that would otherwise avoid or substantially lessen the identified significant environmental effects of the project.
2. Based on the foregoing Findings and the information contained in the record, the City determines that:
    a. All significant effects on the environment due to the approval of the project have been eliminated or substantially lessened where feasible.
    b. Any remaining significant effects on the environment found to be unavoidable are acceptable due to the factors described in the Statement of Overriding Considerations, above.

N. FINDINGS OF FACT FOR ADOPTING THE DOWNTOWN SPECIFIC PLAN

That the proposed location of the development and proposed conditions under which it will be operated or maintained is consistent with the goals and policies embodied in the General Plan.

Supportive Evidence: The Downtown Specific Plan would facilitate housing production and preservation; increase retail and entertainment activity; encourage higher-density mixed-use residential projects; add visitor-oriented uses; support a greater range of civic and cultural activities; improve the safety and comfort of pedestrians; enhance bicycle infrastructure and connections; and target uses and activities that appeal to a wide range of Marina residents and employees. These conditions for downtown are in harmony with the overall intent of the Marina 2000 General Plan, including the following goals and policies regarding land use, urban design, environmental resources, transportation and circulation, public facilities, and public safety:

General Plan Policy 1.20 The following procedures are established to ensure that amendments are processed in a consistent manner and in accord with the Community Goals and Primary Policies of this Plan:

1. The City Council, or the Planning Commission with the concurrence of the City Council, may initiate general plan amendments at any time by directing staff to prepare the necessary analysis and scheduling the proposed amendment for consideration at a public hearing.

2. Any person or agency or organization may request an amendment to the general plan by filing the appropriate application and paying required fees. Such application shall include:

a. A description of the proposed amendment and why it is needed; and

***An explanation of how the proposed revision(s) is or are consistent with community values and needs as articulated by the Community Goals and Primary Policies of the General Plan**.*

Supporting Evidence: In February 2022 the City Council directed city staff to revise an existing contract with Rincon Consulting to update the Downtown Specific Plan. The Downtown Plan is needed to implement General Plan Policy 5.11 which directs the City to prepare said plan. The Downtown Plan, at full buildout, will produce an additional 2,904 housing units and 1.3 million square feet of new office and retail space. This will directly implement General Plan Policies 4.79 and 4.71. With the adoption of the Sixth Cycle Housing Element and the Downtown Specific Plan, additional grant funding is available to make the downtown core more walkable in support of General Plan Policies 4.73.

4.71 The City shall work with property owners and businesses within this area to attract new retail uses to currently economically under-utilized parcels and to undertake area improvements which would make the area more attractive to shoppers. The overall pattern of development should be such that shoppers or business visitors will park at one location and walk to their various destinations. Specific measures relating to this goal are enumerated below and shown in Figure 4.16.

4.73 As new development and major remodeling of existing structures along this corridor occur, the pedestrian-oriented shopping experience shall be enhanced by taking the following steps: 1. A continuous pedestrian-oriented frontage shall be provided along the street face of the buildings and be integrated, where possible, with neighboring commercial buildings. 2. Commercial buildings should be located at major pedestrian entrances from Reservation Road, and a well-defined pedestrian link shall be provided to commercial uses located back from the street edge

4.79 To promote the City's objective of creating a demographically and economically balanced community, a wide range of housing options shall be provided, the cost and mix of which shall be approximately proportional to the housing needs of existing and future employed persons within the City. Housing shall be balanced with commercial uses, providing for retail and services and for office, research, commercial-service and industrial uses

That the Specific Plan and resulting development will be consistent with the provisions of Article 8 of Chapter 3 of Division I of Title 7 of the California Government Code, commencing with Section 65450.

Supportive Evidence In accordance with Gov't Code Section 65450, the City may prepare specific plans for the systematic implementation of its general plan for all or part of the area covered by the general plan. The Downtown Specific Plan serve as a regulatory tool to implement the 2000 Marina General Plan and guide development in downtown Marina in direct support of General Plan Policy 5.11.

General Plan Policy 5.11 Specific plans shall be prepared for three major areas:

1) Armstrong Ranch;

2) University Village; and
3) the Downtown Vitalization Area. As discussed above, such plans can serve as an alternative to zoning. Given the uniqueness of each of these areas, the use of specific plans as a primary regulatory tool will be especially advantageous because specific plans permit the use of development requirements that are more location-specific than general municipal zoning. The

degree of specificity or generality of the requirements can also vary in a manner not possible with zoning, thereby allowing either greater flexibility or more specific guidance.

O. FINDINGS OF FACT-ENABLING ORDINANCE AND ZONING CODE AMENDMENTS TO IMPLEMENT THE DOWNTOWN SPECIFIC PLAN

Pursuant to Chapter 17.72 of the Marina Municipal Code this title may be amended by changing the boundaries of districts or by changing any other provision thereof whenever the public necessity and convenience and the general welfare require such amendment by following the procedure of this chapter.

Supportive Evidence: The Downtown Specific Plan would facilitate housing production and preservation; increase retail entertainment activity; encourage higher-density mixed-use residential projects; add visitor-oriented uses; support a greater range of civic and cultural activities; improve the safety and comfort of pedestrians; enhance bicycle infrastructure and connections; and target uses and activities that appeal to a wide range of Marina residents and employees. These conditions for downtown are in harmony with the overall intent of the Marina 2000 General Plan, including the following goals and policies regarding land use, urban design, environmental resources, transportation and circulation, public facilities, and public safety:

Pursuant to Section 17.72.020 of the Marina Municipal Code an amendment to the Zoning Code shall be initiated by one of three ways:

17.72.020 Initiation. An amendment may be initiated by:

A. The verified petition of one or more owners of property affected by the proposed amendment, which petition shall be filed with the planning commission and shall be accompanied by a fee to be established by resolution of the city council from time to time hereafter enacted, no part of which shall be returnable to the petitioner; or by

B. Resolution of intention by the city council;

C. Resolution of intention by the planning commission. (Ord. 2020-07 § 2, 2020; Zoning Ordinance dated 7/94, 1994)

Support Evidence: By the adoption of City Council resolution 2022-19 City staff were directed to update the Draft Downtown Specific Plan and work with Rincon Consulting to complete all necessary project deliverables including modifications to the Zoning Code.

Exhibit C-Downtown Specific Plan

https://www.cityofmarina.org/201/Downtown-Vitalization

Exhibit D-Final EIR

https://www.cityofmarina.org/945/Environmental-Review

Exhibit E-MMRP

https://www.cityofmarina.org/945/Environmental-Review

Exhibit F-Consolidated Downtown Specific Plan Comments

https://www.cityofmarina.org/201/Downtown-Vitalization

ORDINANCE NO. 2024-

AN ORDINACNE OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING TITLE 17 (ZONING CODE) OF THE MARINA MUNICIPAL CODE, AND AMENDING THE CITY OF MARINA ZONING MAP, TO IMPLEMENT THE DOWNTOWN SPECIFIC PLAN

WHEREAS, on October 15, 2024, the Marina City Council reviewed the proposed Downtown Specific Plan, corresponding City of Marina 2000 General Plan text and Land Use Map amendments (GPA-24-003), and the associated Environmental Impact Report, Mitigation Monitoring and Reporting Program, and CEQA findings of fact and statement of overriding considerations; and

WHEREAS, the adoption of the Downtown Specific Plan requires zoning code and zoning map amendments to implement said plan; and

WHEREAS, the City of Marina desires to comply with Senate Bill SB 1333, which requires cities to ensure consistency between their General Plan and zoning ordinance;

WHERERAS, the City of Marina desires to ensure the Zoning Map is consistent with the Downtown Specific Plan

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. The City of Marina does hereby adopt a new Chapter of the Municipal Code (Chapter 17.37 Downtown Specific Plan Zoning Designations). **Title 17, Zoning**, of the Marina City Code is hereby amended to read as follows.

17.37 Downtown Specific Plan Zoning Designations

All properties within the Downtown Specific Plan area shall utilize the Downtown Specific Plan Appendix A (Development Code) as the zoning standards and designations.

Section 3. Zoning Map

Additionally, the Zoning Map shall be amended to incorporate the zoning designations as identified in Appendix A of the Downtown Specific Plan.

Section 4. California Environmental Act (CEQA).

A Draft Environmental Impact Report (“ EIR”) was prepared for the Downtown Specific Plan (DSP) and necessary implementing amendments to the Zoning Ordinance (“Project”) in accordance with the California Environmental Quality Act (CEQA). The Draft EIR was made available for public review and comment from April 9, 2024 to May 24, 2024. Hardcopies of the Draft EIR were available for public review at the Community Development Department and the Public Library. The Final EIR provides a list of the federal, state, regional and/or local agencies along with private organizations and individuals that commented on the Draft EIR. A few minor changes were made in response to the comments received from commentors. This has been

identified in the Final EIR with strikethroughs for deletions. These revisions are not considered significant new information that would trigger Draft EIR recirculation pursuant to section 15088.5 of the State CEQA Guidelines. For example, they do not disclose a new or substantially worsened significant environmental impact, or a new feasible mitigation measure or alternative not previously proposed for adoption. A Resolution recommending consideration by the City Council to certify the Final EIR includes the required findings, in accordance with Public Resources Code section 21081 and CEQA Guidelines section 15091. The Findings adopt feasible mitigation measures to reduce the significant environmental impacts of the project. A Mitigation Monitoring and Reporting Program (MMRP) for the project will be adopted as part of the certification of the Final EIR. The purpose of the MMRP is to ensure the mitigation measures adopted in the Findings for the project are implemented, in accordance with CEQA requirements. Some of the environmental impacts do have mitigation measures which would reduce impacts but not to a level of insignificance. When an agency approves a project with significant and unavoidable environmental effects, it must prepare a written Statement of Overriding Considerations that sets forth the specific social, economic, or other reasons supporting the agency's decision and explains why the project's benefits outweigh the significant environmental effects. CEQA Guidelines § 15093.

Section 5. Severability.

It is the intent of the City Council of the City to supplement applicable state and federal law and not to duplicate or contradict such law and this ordinance shall be construed consistently with that intention. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase independently, even if any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases were declared invalid or unenforceable.

Section 6. Effective Date.

This ordinance shall be in full force and effect thirty (30) days following its passage and adoption, as certified by the City Clerk.

This ordinance was introduced and read on the 16TH day of October 2024 and was finally adopted on the ___ day of _____ 2024, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

From:	Guido Persicone
Bcc:	Nick Mcilroy; Galia Baron; Surinder Rana; Audra Walton; Glenn Woodson; Paul Cheng; John Richard; Victor Jacobsen
Subject:	FW: Downtown Vitalization Specific Plan
Date:	Thursday, September 12, 2024 3:28:00 PM
Attachments:	image001.png image001.png

From: Martine Watkins <mwatkins@mbayaq.org>
Sent: Thursday, September 12, 2024 3:23 PM
To: Guido Persicone <gpersicone@cityofmarina.org>
Subject: Downtown Vitalization Specific Plan

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good afternoon, Guido,

I hope this email finds you well. Thank you for involving us in the engagement process with the Marina Downtown Vitalization Specific Plan (DVSP). We appreciate the opportunity to collaborate with the city to emphasize the crucial role of the Monterey Bay Aquarium's facilities in relation to the plan.

We fully support the Monterey Bay Aquarium's facilities being legally conforming within the proposed zoning plan. Outlined below are the key reasons for this support:

- Monterey Bay Aquarium purchased 206 Reindollar in 2007, and since then, significant investments have been made in the ARCC facility to uphold the highest standards of care for our animals. The ARCC facility received its final certificate of occupancy on May 4th, 2010. **This facility is indispensable to our operations, and it is irreplaceable, with no alternative location available in the region.**
- The functionality of the Monterey Bay Aquarium is closely connected to the full operation of the Reindollar facilities, which are **essential for meeting our accreditation requirements with the Association of Zoos and Aquariums. These facilities play a vital role in our operations**, directly supporting our mission to inspire ocean conservation.
- In 1989, 232 Reindollar was completed and occupied by the Monterey Bay Aquarium, serving as office and warehouse space. **The proximity of the ARCC facility to the 232 Reindollar warehouse was strategically planned to ensure that essential materials, large tools, and parts for animal services are readily accessible for time-sensitive critical infrastructure repairs.**

The Monterey Bay Aquarium plays an important role in the Monterey Bay region, contributing to both the local economy and community. In 2023, the Aquarium employed over 500 people, welcomed about 1,837,000 guests, engaged with approximately 22,700 students from preschool through college, and was supported by nearly 1,000 volunteers. Any impact on our essential facilities could significantly affect our ability to fulfill our mission and continue supporting the region.
Based on the areas outlined above, we strongly support the Monterey Bay Aquarium's facilities being legally conforming in the proposed zoning plan. These spaces are critical to our mission, and any changes to current allowances could jeopardize our operations and accreditation.

We understand the importance of the proposed plan and are committed to working collaboratively with the City of Marina. Please feel free to contact me should you have any questions or need further information.

All my best,

Martine

Martine Watkins (Pronouns: she/her/hers)
Local Government Affairs Senior Manager
P 831-648-9815 M 831-334-0399

Monterey Bay Aquarium
886 Cannery Row, Monterey, CA 93940
www.montereybayaquarium.org
Our mission is to inspire conservation of the ocean.

Martine Watkins (Pronouns: she/her/hers)
Local Government Affairs Senior Manager
O: 831.648.9815 M: 831.334.0399
MontereyBayAquarium.org

Inspiring conservation of the ocean

BLUE ZONES PROJECT | BROUGHT TO MONTEREY COUNTY BY: Salinas Valley HEALTH | Taylor FARMS | MONTAGE Health

September 11, 2024

RE: Support for City of Marina Downtown Specific Plan

Honorable Members of the City of Marina Planning Commission:

Blue Zones Project Monterey County (BZPMC) strongly supports the City of Marina's Downtown Specific Plan and urges you to make a recommendation for the City Council to approve. This transformative plan was shaped by years of effort encompassing extensive community input and technical studies, and when implemented it will create a healthy and vibrant downtown corridor in the City of Marina.

BZPMC is a community-wide wellbeing initiative for Monterey County, based on the award-winning research of National Geographic explorer Dan Buettner. BZP communities improve the health and well-being of their residents by encouraging healthier choices through supporting permanent changes to a city's infrastructure, policy, and social network. Blue Zones Project Monterey County began work in the City of Salinas in 2018 and has expanded countywide to include the Peninsula Cities of Marina, Seaside and Monterey in June 2021. Promoting natural movement, social connectedness, environmental sustainability, and overall well-being through transportation and land use policies is the cornerstone of our policy work in the built environment – thus our interest in this plan.

The Downtown Specific Plan prioritizes mixed-use/transit-oriented development which will reduce the vehicle miles traveled, provide 'missing middle' housing, and create local jobs, while providing vibrant public spaces filled with art to foster community connections. The Plan calls for parks and a healthy urban tree canopy, which will contribute to an improved sense of wellbeing and mental health for Marina residents and visitors alike. Traffic calming efforts and complete street designs will create a pedestrian friendly environment and encourage active transportation, translating to a healthier and more mobile community.

Throughout our policy work with the City of Marina thus far, we have supported the development of new parks in the City (Hilltop Park & Dunes City Park), the ongoing improvement of existing parks (Locke Paddon), and the passage of an Affordable Housing Overlay Policy, the Downtown Streetscape Design, Bike/Ped Improvements to the Del Monte & Reservation Road Intersection and the Del Monte Blvd Complete Streets Plan. The Downtown Specific Plan encompasses so many of the Blue Zones Project key principles for the built environment and will lay the groundwork for a vibrant downtown where residents live longer, better!

Blue Zones Project Monterey County strongly supports this important plan and asks that you recommend for Council approval. Thank you for your consideration.

Sincerely,

Tanja Roos, Director of Community Programs & Policy

Blue Zones Project Monterey County – Peninsula Cities

JOY P. JUNSAY
PO BOX 1358, SEASIDE, CA 93955-1358
831-320-0302 (cell/text)
joyjunsay@gmail.com

EXHIBIT H

August 30, 2024

MARINA PLANNING COMMISSION AND
HONORABLE BRUCE DELGADO &
COUNCIL MEMBERS
CITY OF MARINA
211 HILLCREST AVENUE
MARINA, CA 93933

RE: Support of proposed Downtown Vitalization Plan
Downtown Specific Plan | Marina, CA - Official Website (cityofmarina.org)

Dear Planning Commissioners, Mayor Delgado and Council Members:

My family came to the United States/Monterey County in 1957, and lived Marina in 1958-1960 before Marina was incorporated as a City in 1975. My father retired in 1957 at the Fort Ord Army base after 20 years in the US Army (former Philippine Scout).

I then returned to the City of Marina in November 1989, residing as a home owner from 1991 to October 2019.

Throughout my years as a resident for over 30 years (and as an employee of the City of Marina, as City Clerk for 21 years of those years), I've seen Marina change and grow to what it is today.

Marina is the "Gateway to the Monterey Peninsula.

Marina was dirt roads, pig farm, begonia, and strawberry fields when I first moved to Marina at the age of 3. My parents and three older brothers (and many Filipinos who came here by way of the US Army) worked in the strawberry fields off Reservation and DeForest Road for years until the land was purchased from Grandma and Grandpa Braga for a ice rink, now a Post Office and MST Transit Center.

With the closure of the Fort Ord Army base in 1994, the City's focus has been on the development for the former Fort Ord – it's booming with tons of housing (affordable and not so affordable) and businesses.

There is a need to now focus on Marina's original Downtown area along Del Monte Blvd and Reservation Road.

Section 3.1: "Plan Goals" is a great start to implementing the Specific Plan.

I lived in the Core District for 24 years ("on the other side of the tracks") walking to the other side of town was not always comfortable trying to cross 4 lanes of traffic, even with pedestrian crossing lights after the high-rise crosswalk was removed. My concern is for the children crossing Del Monte to walk to and from the Marina Del Mar Elementary School (now Marina Child Development). Families wanting to walk to the grocery stores and/or businesses on the other side of the railroad tracks may have similar fears for their safety.

Transition District: I like the idea of combining commercial, multifamily residential and mixed-use development in this area. Building parking areas behind or to the side of buildings would improve the view from the street and having larger/wider sidewalks for a walkable/wheelchair accessible community.

Affordable housing is much needed in the Multi-family Residential District. Marina is a growing community and considered more affordable than other communities on the Monterey Peninsula. This area is within walking distance to neighborhood elementary schools.

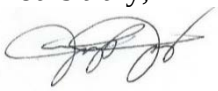
I know there are several new parks planned in the new housing areas within the former Fort Ord area. Marina has Windy Hill, Gloria Jean Tate Bicycle Pump Track, and Vince DiMaggio Park for limited use. It would be nice to see a nice family park for public access with large bbq pits, picnic tables, a child park; and ball park for baseball, basketball, and soccer.

Although "buildout" of the development area is "expected to occur over the approximately 20-year planning horizon", Marina will be known throughout Monterey County as the City that has grown and survived through adversity after the closure of the Fort Ord Army base.

Marina is a great place to live, work and visit because of its diversity, walkability, accessibility for bicycles and wheelchairs, and has a beautiful beach.

Thank you for listening/reading.

Yours truly,



Joy P. Junsay
Former long-time resident and employee of the City of Marina

P.S. I miss living in Marina. I moved back to the family home in Seaside after my cancer returned in 2019 and continue to fight the good fight. I still shop and eat at Marina stores/restaurants. 😊

SIERRA PACIFIC PROPERTIES, INC

September 12, 2024

VIA E-MAIL DELIVERY

Guido Persicone,
Community Development Director
Community Development Department
211 Hillcrest Avenue
Marina, CA 93933
gpersicone@cityofmarina.org

RE: ***Letter of Conditional Support for the Proposed Downtown Vitalization Specific Plan***

Hello Mr. Persicone,

I write on behalf of Sierra Pacific Properties, Inc. ("**SPPI**"), the owner of the Seacrest Plaza Shopping Center, located at the intersection of Reservation Road and Seacrest Avenue in Central Marina ("**Seacrest Plaza**"). We understand that the City of Marina's ("City") Planning Commission will be meeting on September 12, 2024, and will be addressing the Downtown Vitalization Specific Plan ("**DVSP**"). Specifically, the agenda states that the Commission will consider adopting Resolution No. 24-21 recommending that the City Council:

1. Certify the Final Environmental Impact Report (FEIR), and adopt the mitigation monitoring program (MMRP), findings of fact, and statement of overriding considerations.
2. Approve the Downtown Specific Plan.
3. Adopt General Plan Amendments (GPA 24-003) to the 2000 Marina General Plan to implement the Downtown Specific Plan.
4. Adopt zoning text amendments to the Marina Municipal Code to implement the Downtown Specific Plan.
5. Amend the Marina Zoning Map to incorporate by reference the zoning standards identified as Appendix A (Development Code) to the Downtown Specific Plan.

We want to take this opportunity to **OFFER OUR SUPPORT** for the DVSP, subject to the clarifying changes staff is recommending to DVSP Section 7.6.2: Legal Nonconforming Uses and Structures. SPPI fully supports the vitalization of the City of Marina and is eager and excited to hold a central location in what is destined to be a beautiful coastal city center. The grocery store and pharmacy in Seacrest Plaza are the primary grocery store and pharmacy utilized by residents of the City of Marina, and SPPI is excited about new lifeblood entering this region.

However, SPPI does not support the DVSP without changes to Section 7.6.2. The DVSP, in its current form, includes land use provisions that will be counterproductive to the seaside oasis the City is hoping to create. Indeed, if the issues raised herein are not addressed, the City is inviting—and ultimately guaranteeing—unsightly urban decay and vacancies along the very

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thoroughfare it is seeking to beautify. The City's failure to adopt staff's clarifying language to remedy this easily addressed problem is not only shortsighted, but also renders City's Final Environmental Impact Report (which does not address urban decay and blight whatsoever) insufficient and thus open to legal challenge. We are optimistic that the City will agree to adopt the clarifying change to section 7.6.2 to rectify these concerns, thereby accomplishing our common goal of serving the community.

I. Non-Conforming Structures under the Proposed DVSP

The DVSP, in its current form, will negatively impact property owners, residents and the Seacrest Plaza. The Specific Plan proposes an urban block site layout in the Downtown Core, with building fronts brought to the lot line facing public streets and tangential with the pedestrian right of way, creating a continuous "street wall," and parking located behind or under rows of buildings. The DVSP also creates new development standards, including lot dimension requirements, minimum and maximum setback and building height requirements, landscaping, parking, fencing and other site requirements.

Significantly, it is reported that there are multiple properties that would become nonconforming if the DVSP is adopted in its present draft. In fact, very few of the blocks in the Core Area currently utilize the layout envisioned under the DVSP, and neither of the two existing shopping centers in the Core—the Shopping Center and the Marina Village Shopping Center at Reservation Road and Del Monte Boulevard—employ the contemplated urban block site layout but rather are configured in the exact opposite form with parking lots in front of the buildings. While we applaud the City's efforts to upzone the area, the commercial component of the plan in its current iteration is misguided.

If the DVSP is implemented without amendment, Seacrest Plaza would be one of many properties in Downtown Marina where the existing uses and the associated structures and improvements would no longer be permitted because they would not comply with the newly enacted zoning and use regulations. As such, Seacrest Plaza would become a non-conforming building. Under the current iteration of the DVSP, businesses operating in non-confirming buildings would have limited rights to reconfigure or update their retail spaces for future tenants. Very few businesses are willing to take on a commercial or retail lease without some modification to the existing layout. Thus, many of Marina's retail and commercial buildings would be unable to release their spaces, resulting in guaranteed vacancy and urban decay within the very area that the DVSP is attempting to beautify.

a. Current Language Applicable to Non-Conforming Uses

The proposed DVSP all but guarantees Seacrest Plaza will be vacant in the coming years because the plan effectively prohibits tenant improvements, space reconfiguration and façade updates for future tenants. Section 7.6.2 sets forth the framework for legal nonconforming use buildings:

> 2. Nonconforming buildings. A legal nonconforming building may continue to be used as follows: Within five years of adoption of the Specific Plan, if a nonconforming structure is ***modified or altered*** by 25 percent or more of the existing floor space or ground area,[1] all structures must come into full compliance with the Specific Plan. After five years from the date of adoption of the Specific Plan, non-conforming uses and structures are subject to Chapter 17.64 of the Marina Municipal Code.
>
> . . .
>
> 5. Ordinary maintenance and repairs may be made to any nonconforming building, ***provided no structural alterations are made and*** provided that such work does not exceed 25 percent of the appraised value in any one-year period.
>
> . . .
>
> Upon adoption of the Specific Plan, all structures that do not meet the standards identified in **Appendix A: Development Code** of the DVSP shall be considered legal nonconforming structures. A legal nonconforming structure may be altered subject to approval by the Community Development Director. Within five years of adoption of the Specific Plan, the Community Development Director may approve alterations that are modified by less than 25 percent of the floor space or ground area existing at the time the structure became nonconforming. **No alterations to nonconforming structures may be approved by the Director unless they are made more nearly**

[1] Section 7.6.2 uses undefined terms and verbiage that do not have clear meanings, rendering these provisions impermissibly vague, and possibly void. *See, e.g., Grayned v. City of Rockford,* 408 U.S. 104, 108 (1972) ("It is a basic principle of due process that an enactment is void for vagueness if its prohibitions are not clearly defined."); *see also, City of Los Altos v. Barnes,* 3 Cal. App. 4th 1193 (1992) (recognizing that undefined terms can lead to a phrase being impermissibly vague.). Section 7.6.2. subs.2 states that a nonconforming use may continue, so long as the building modification or alternation is less than 25 percent ***"of the existing floor space or ground area."***[1] But what exactly does that mean? May alternations be made to 80 percent of the walls and ceilings so long as the floors are not affected and still keep its nonconforming legal use status? Would converting the flooring material in 100% of the building—even if everything else remains untouched—require Seacrest Plaza to come into full compliance with the proposed DVSP? And 25 percent of *what*? Is it 25% of the entire parcel? Or just 25% the individual unit? Or 25% of the building? What exactly does "floor space" and "ground area" mean here? Without more detail and clarity, this provision is all but meaningless.

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> **conforming**. Any structural alteration, modification, or expansion above the 25 percent of the lawful floor space or ground area must come into full structural compliance with the design guidelines identified within the Specific Plan. After five years from the date of adoption of the Specific Plan, non-conforming uses and structures are subject to Chapter 17.64 of the Marina Municipal Code.

Id., DVSP at p. 88-89 (emphasis added).

b. Foreseeable Impact on the Seacrest Shopping Center

The Seacrest Center is a retail shopping center. As noted above, the key current tenants are Lucky's Market and CVS Pharmacy. The center also includes Chase Bank, and AutoZone and multiple other national and local retail businesses central to the lives of the residents of Marina.

The DVSP, without the clarifying language that staff is proposing, can be understood to mean that, if a unit becomes vacant, Seacrest Plaza will be hampered significantly in the tenant improvements and facia updates it can offer prospective tenants. The DVSP in its current form poses insurmountable obstacles to Seacrest Plaza's operations. Namely, it will be all but impossible for Seacrest Plaza to relet its property should any of its existing tenants vacate given the realities of how retail leasing operates. It takes considerable time and effort to lease retail space. Space must be modified, sometimes considerably, to suit the needs of the new business. "Big box" stores, such as the Lucky's and CVS spaces within Seacrest Plaza, are very difficult to lease even under the best of circumstances. As a point of reference, for these 'big box' spaces, a standard commercial retail lease takes over a year to finalize *once the tenant is identified.* It often takes years to locate a new tenant, with time frames only increasing given the rise in online shopping for nearly all goods and groceries. It is highly unlikely that a unit can be re-rented in less than six months *particularly* if tenant improvements are largely prohibited, meaning that the space may ultimately be deemed be "abandoned" under the Municipal Code. According to the City of Marina Municipal Code § 17.64.050, "abandoned" buildings will need to comply with the current code, i.e. the proposed DVSP. Seacrest Plaza's buildings will only comply with the DVSP if it is demolished and rebuilt to within 5 feet of the street.[2]

Although this reading of the DVSP and the Municipal Code may sound overly dramatic, it is a potential interpretation of the plain language.

[2] As set forth in our May 24, 2024, letter, we also believe that implementation of the Specific Plan may constitute an unreasonable and unjust taking of the rights and property of SPPI. Implementation of the proposed Specific Plan will significantly diminish the value of SPPI's property by hindering its ability to attract future tenants, thereby ensuring it will be deemed abandoned under the Municipal Code and forced to come into compliance with the Specific Plan. The Specific Plan's prohibitions and limitations on SPPI's ability to use and enjoy its property will have a direct and substantial effect on SPPI's property interest. The City is not providing SPPI with just compensation for this taking, in violation of the Fifth and Fourteenth Amendments of United States Constitution.

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c. The Final Environmental Impact Report Fails to Consider Reasonably Foreseeable Environmental Impacts

If Seacrest Plaza is not able to re-lease its center, a large and central shopping center in the proposed Core Area will sit unused and vacant, causing an increase in blight and urban decay. Other retail and commercial properties will undoubtedly be in the same position. Blight and urban decay are environmental impacts that must be evaluated under California Environmental Quality Act, Public Resources Code Section 21000, *et seq*. ("CEQA"). Additionally, the residents of Marina would need to drive a greater distance to shop for groceries and other retail services, a further impact that would require study.

The Final Environmental Impact Report ("FEIR") prepared in connection with the DVSP fails to analyze this reasonably foreseeable blight and urban decay impact or the increase in traffic.

d. ***Proposed Alternative Language Will Moot these Concerns***

However, with a minor modification to Section 7.6.2 of the DVSP, all these issues can be mooted, including the potential insufficiency of the FEIR. SPPI understands the staff is proposing the following revisions to Section 7.6.2:

7.6.2 Legal Nonconforming Uses and Structures

> . . .
> 2. Nonconforming buildings. A legal nonconforming building may continue to be used as follows: Within five years of adoption of the Specific Plan, if a nonconforming structure is ~~modified or altered~~ enlarged or expanded by 25 percent or more of the existing floor space or ground area, all structures must come into full compliance with the Specific Plan. After five years from the date of adoption of the Specific Plan, non-conforming uses and structures are subject to Chapter 17.64 of the Marina Municipal Code.
>
> . . .
>
> 5. Ordinary maintenance and repairs may be made to any nonconforming building, ~~provided no structural alterations are made and~~ provided that such work does not exceed 25 percent of the appraised value in any one-year period.
>
> . . .

~~Upon adoption of the Specific Plan, all structures that do not meet the standards identified in **Appendix A: Development Code** of the~~

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~~DVSP shall be considered legal nonconforming structures. A legal nonconforming structure may be altered subject to approval by the Community Development Director. Within five years of adoption of the Specific Plan, the Community Development Director may approve alterations that are modified by less than 25 percent of the floor space or ground area existing at the time the structure became nonconforming. No alterations to nonconforming structures may be approved by the Director unless they are made more nearly conforming. Any structural alteration, modification, or expansion above the 25 percent of the lawful floor space or ground area must come into full structural compliance with the design guidelines identified within the Specific Plan. After five years from the date of adoption of the Specific Plan, non-conforming uses and structures are subject to Chapter 17.64 of the Marina Municipal Code.~~

As we discussed with staff on September 11, 2024, we believe this additional language will sufficiently remedy SPPI's immediate[3] concerns with the proposed DVSP. If these minor changes are incorporated, SPPI will be one of the loudest proponents of the DVSP. The Lucky's Market and CVS pharmacy located at the Seacrest Plaza are vital to the residents of the community. SPPI is honored to serve this central role in the lives of the residents of Marina and would like to continue doing so for decades to come. The DVSP, with our proposed amendment, will surely help Marina evolve, grow and become a destination in the region, something that SPPI is excited to be a part of.

II. The Final Environmental Impact Report Fails to Evaluate all Reasonably Foreseeable Environmental Impacts

As noted in a letter dated June 25, 2021, from our attorneys to the City of Marina (the "**2021 Comment Letter**") regarding the Notice of Preparation of the Environmental Impact Report, there are a number of potential impacts to the environment and the community that we believe the City has not properly evaluated and/or mitigated. A copy of the 2021 Comment Letter is enclosed. To the extent not properly studied or sufficiently addressed as required by CEQA, we incorporate the 2021 letter herein as objections to the FEIR.

* * * * *

[3] City staff has stated that it will not interpret to the Nonconforming Use section of the existing Municipal Code to require SPPI to relocate its structures to come into full compliance with the DSVP in the event of vacancy lasting longer than six months or prevent SPPI from completing future tenant improvements to its property. City staff have indicated they will continue to work with SPPI to address the concerns SPPI has with the Nonconforming Use section of the existing Municipal Code. SPPI's support herein is premised on staff working with SPPI to codify changes to the existing Municipal Code to address SPPI's concerns.

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As mentioned above, the grocery store and pharmacy located at the Seacrest Plaza are vital to the residents of the community. The DVSP will turn the Seacrest Plaza into a non-conforming use and eventually cause the closure of the Seacrest Plaza. The closure would be harmful to the residents of the City of Marina.

However, with the small changes recommended by City staff as discussed herein, SPPI believes the DVSP has the potential to positively benefit the community for future generations. If these changes are incorporated, SPPI will happily go on record in favor of this project.

Of course, if the City refuses to adopt measures to protect the Seacrest Plaza and other retail and commercial landlords, SPPI will have no choice but take action to protect its property rights and interests to the full extent possible. We remain optimistic that the City will adopt its staff's recommended clarifying language, and that SPPI can continue its cooperative and productive relationship with the City for decades to come.

Please do not hesitate to contact me with any questions.

Regards

Jacquelyn Heitman

Jacquelyn M. Heitman
General Counsel
Sierra Pacific Properties, Inc.

Enclosures

cc: Doug Messner
Bob Garrison
Joseph Petta, Esq.

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June 25, 2021

VIA ELECTRONIC MAIL ONLY

City of Marina
Att: Fred Aegerter
Community Development Director
209 Cypress Avenue
Marina, California 93933
faegerter@cityofmarina.org

Re: Downtown Vitalization Specific Plan Notice of Preparation and Initial Study

Dear Mr. Aegerter:

On behalf of Sierra Pacific Properties Inc., we thank you for the opportunity to provide comments on the Notice of Preparation of an Environmental Impact Report and associated Initial Study for the City of Marina's proposed Downtown Vitalization Specific Plan ("DVSP" or the "Project"). Sierra Pacific Properties Inc. is the owner of the Seacrest Plaza Shopping Center located at the intersection of Reservation Road and Seacrest Avenue in Central Marina. In this letter, we provide recommendations for framing the scope of the Environmental Impact Report in a manner that is consistent with the requirements of the California Environmental Quality Act ("CEQA;" Pub. Resources Code, § 21000 et seq.) and the State CEQA Guidelines ("Guidelines;" Cal. Code Regs., tit. 14, § 15000 et seq.).

These comments are not meant to signal opposition to the City's efforts to plan for a vibrant Downtown Marina. The goals and broad policies reflected in the DVSP, including its attempt to revitalize downtown Marina and to create a pedestrian-friendly downtown district, are laudable. However, the DVSP as proposed includes prohibitions against many currently permitted and conditionally permitted uses which, together with new development standards, will render these uses and their encompassing structures nonconforming. As you might know, Sierra Pacific Properties Inc. has articulated these concerns in the past. (*See* April 24, 2019 Ltr. from K. Lawson to City of Marina Planning Commission.) The Initial Study ignores the potentially significant environmental effects that will foreseeably result from the prohibition of certain commercial uses in the Core Area. Likewise, the Initial Study ignores environmental effects that will result from re-classifying broad swaths of already existing downtown commercial buildings as non-conforming structures.

In theory, it might be the case that the DVSP envisions that these non-conforming commercial uses will be replaced over time by wholly new developments that will conform to the newly imposed design standards in the DVSP. In practice, local commercial centers and businesses have suffered through a punishing recession and, more recently, a pandemic. The vision of a brand-new Core Area is admirable but inattentive to practical considerations. Local businesses need help, time to adjust, and an opportunity to stabilize, and the DVSP threatens to hamstring

realistic development by preventing existing grocery stores, pharmacies, banks, and other essential commercial institutions from undergoing necessary adjustments, renovations, or expansions. The idea that local businesses will have the capital to redevelop in a complete manner during the pertinent planning horizon is not workable. If indeed the DVSP envisions nearly 8,000 new residents, this influx does not automatically generate the economic wherewithal for businesses to "redo" existing shopping centers and other commercial buildings. The more likely result is that many businesses, including our client, will take a lengthy time to adjust and redevelop according to the DVSP's vision, and many business are likely not to redevelop at all. Under this reasonably foreseeable scenario, new and old residents would travel outside of the downtown area to fulfill their needs.

In light of these practical considerations, it is especially important for the DVSP's Initial Study and Environmental Impact Report to "present information in such a manner that the foreseeable impacts of pursuing the project can actually be understood and weighed." (*Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 448; *see also* Guidelines, § 15063(c) (one of the purposes of an initial study is to explain why environmental effects are significant)). While "perfection" isn't necessary, an environmental analysis "must be 'prepared with a sufficient degree of analysis to provide decisionmakers with information which enables them to make a decision which intelligently takes account of environmental consequences.' " (*Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 712, quoting Guidelines, § 15151). As we will explain in further detail below, the Initial Study falls short of these standards. It fails to meaningfully or adequately analyze the full scope of potential environmental impacts associated with the DVSP, and many of its conclusions are not supported by evidence. (*See Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296 (initial study's conclusions must be supported by evidence); *accord Citizens Ass'n for Sensible Dev. v. County of Inyo* (1985) 172 Cal.App.3d 151, 171). We therefore respectfully urge the City to revise the scope of its environmental analysis to ensure that all potentially significant environmental effects are adequately disclosed, analyzed, and mitigated.

We want to reiterate: these comments are not meant to signal opposition to the City's downtown plan. Our client, who provides a "home" for many businesses in the heart of the Core Area, wishes to understand the environmental impacts of a proposed development that envisions 8,000 new residents and more than 3,000 new employees within the City's limits. The scale of this change is enormous, especially considering the US Census estimated the population of Marina in 2019 was 22,781. The residents alone would constitute a 35 percent increase in the City's population and we question, respectfully, whether a focused EIR is appropriate in any respect.

Further, we do ask that the City, in moving forward, not only consider the practical environmental implications of its blueprint, but also work more closely with the business community, including Sierra Pacific Properties Inc., to adjust this blueprint to accommodate the practical needs of the commercial sector. Our client would love the opportunity to discuss this issue in more detail with decisionmakers and staff. Our client would also like the opportunity to review and comment on any economic studies that informed the DVSP. The plan refers in a vague manner to some economic reports that might be more than ten years old, and a vetting of this information, in light of the circumstances of the past decade, appears to be warranted.

Overall, the DVSP embodies a new vision and our client supports the City's desire to reinvent the downtown — we simply ask that an on-ramp for this vision be created that accounts for practical realities.

1. The Initial Study Fails to Account for Impacts associated with Displacement of Existing Commercial Businesses

Specific deficiencies in the Initial Study's analysis are set forth in further detail in the subsequent sections below, but many of these deficiencies are the result of a general failure in the environmental analysis: the omission of any discussion or analysis of the environmental impacts that will result from the designation of existing development or businesses as non-conforming, and the eventual but inevitable displacement of those uses to areas outside of downtown Marina. Whenever a structure or use becomes non-conforming, it is a very big deal. Owners of non-conforming uses and structure face strictures on their ability to expand or adjust operations to changing circumstances. Cessations in operations also become concerning, as the operator of a non-conforming use can lose that right to operate if there is a period of activity that lasts for more than 6 months – circumstances that many have faced just in the past year due to COVID-19. Meanwhile, the DVSP will not only render existing uses and structures as non-conforming, but will also disallow the establishment of a number of new commercial uses when compared to the menu of land uses allowed by existing zoning.

While the details of such activities may not be set in stone, such outcomes are the reasonably foreseeable consequence of the DVSP as proposed. The City must evaluate and consider the impacts of the "most probable development patterns" that will result from a project. (*See, e.g. Aptos Council v. County of Santa Cruz* (2017) 10 Cal.App.5th 266, 292-293*; City of Antioch v. City Council* (1986) 187 Cal.App.3d 1325, 1337). Even if the potential impacts are nebulous and not yet sharply defined, because actual development has not yet been proposed, potential impacts of resulting displacement should be analyzed because they are reasonably foreseeable. (*Aptos Council v. County of Santa Cruz* (2017) 10 Cal.App.5th 266, 292-293).

Many direct and indirect impacts occur from the displacement of land uses, and the Initial Study does not contemplate these impacts. Chief among these failures is a severe underestimation of the air quality, greenhouse gas, energy, and traffic impacts of the Project by failing to account for the additional vehicle miles traveled by residents of Marina who will now have to drive outside of the downtown area, either to the periphery of Marina or even to different cities altogether, to access key businesses which are either outright prohibited under the DVSP or rendered non-conforming (thus disallowing expansion and, in some cases, might force their closure).

In order to fully account for the potentially significant environmental impacts of the DVSP, the analysis must include an analysis of the impacts of the DVSP's designation of existing development or businesses as non-conforming, including impacts of increased construction and demolition, and increased vehicle miles traveled. As a foundational issue, the EIR's analysis must account for (1) all commercial uses and structures that would be rendered non-conforming; (2) all commercial and other land uses that are allowed under current zoning, but would be prohibited under the DVSP; and (3) a detailed phasing plan for the introduction of new residential and commercial uses. Modern economic analyses, if not already prepared, must be used to validate the phasing assumptions, as well as the scope and magnitude of all displaced activities.

2. Air Quality

The Initial Study concludes that air quality impacts will be less than significant (with the incorporation of a single mitigation measure regarding construction dust control). However, the Initial Study's methodology includes several assumptions which are not supported by evidence. A more detailed analysis of the Project's air quality effects, accounting for all potential sources of air pollutants and including a health risk assessment, is needed.

a. Construction Emissions Analysis Fails to Account for All Sources of Emissions

The Air Quality analysis uses CalEEMod to estimate construction emissions for the Project. The Initial Study stated that construction activities studied "include demolition of existing structure, site preparation and grading, building construction, installation of wet and dry utilities as needed, construction of roadway improvements, and architectural coating." (Initial Study at p. 31). Appendix AIR to the Initial Study, which contains the CalEEMod calculations supporting the analysis, provides that the assumption is "half of existing residential units and half of existing retail/office space would be demolished and redeveloped." (*See* Initial Study, Appendix AIR, at p. 2). The City provides no explanation for this assumption. The DVSP would render many existing commercial and residential developments in the Downtown area non-conforming. While neither the DVSP nor the Initial Study has taken steps to quantify the number of existing developments that would be affected, Marina Community Development Director Fred Aegerter has previously estimated that "the plan would result in most of the buildings in the downtown area being non-conforming buildings." (*See* https://www.montereyherald.com/2019/03/08/marinas-downtown-vitalization-plan-has-some-wondering-about-the-future/). The Project must undergo an evidence-based analysis to determine a defensible assumption for the level of demolition that will occur under the Project. Understanding the level of development and construction will, in turn, require a more thorough accounting of how many structures will be rendered non-conforming, and contemporary economic analyses demonstrating what incentives exist for redevelopment and a survey or other reasonable assessment of the business community and its needs.

The Air Quality analysis also "assume[s] that soil material import would be minimal" and therefore "does not account for haul truck trips for soil material and export." (Initial Study at p. 31). The Initial Study justifies this assumption by noting that "buildout of the DVSP would primarily result in redevelopment activities and would not include subterranean parking structures." (Initial Study at p. 31). However, other sections of the Initial Study suggest that construction of the project would necessarily involve large-scale removal of soil from the Project site. Later in the Air Quality section, the Initial Study concedes that "construction activities facilitated by the DVSP may require *substantial* grading and excavation […]." (Initial Study at p. 36) (emphasis added). Furthermore, in the Geology and Soils section, the Initial Study contemplates "removing, replacing soil with the proper fill selection, and compacting the soil" to address any soil stability-related hazards. The current Air Quality analysis is based on an assumption that is contradicted by other sections of the study. The Project must undergo a full evaluation of potential Air Quality impacts, including those that would occur from haul truck trips for soil material and export.

Finally, the Air Quality analysis fails to undergo any meaningful threshold impacts analysis regarding ozone precursor emissions from construction, specifically VOC and NO_x emissions. As the Initial Study notes, the Project region is in non-attainment for both PM_{10} and Ozone. The Initial Study Air Quality analysis determines that construction activities will cause a Maximum Daily Emissions level of:

- 180 pounds of VOC per day;
- 230 pounds of NO_x per day; and
- 70 pounds of PM_{10} per day.

Though the Project area is in non-attainment for all of these pollutants, the Air Quality analysis only compares the PM_{10} construction emissions to a numerical threshold. The Initial Study justifies this approach by citing to the Monterey Bay Unified Air Pollution Control District's (MBARD) CEQA Air Quality Guidelines, which state that ozone precursor emissions from demolition and construction activities using "typical construction equipment" would not have a significant impact on attainment and maintenance of state or federal ozone ambient air quality standards. (Initial Study at p. 35). However, the Initial Study includes no list of the construction equipment anticipated for the DVSP, but only a vague statement that "demolition and construction activities facilitated by the DVSP are anticipated to use typical construction equipment." (Initial Study at p. 35). Under the MBARD guidelines, use of certain equipment, including grinders or any portable equipment, does not fall under the definition of "typical construction equipment." (*See* Monterey Bay Unified Air Pollution Control District CEQA Air Quality Guidelines (2008) at p. 5-3). The analysis must at least address whether construction or demolition activities will use such equipment.

Furthermore, the MBARD guidelines are nearly 13 years old, and may not reflect the most up-to-date methodology for determining significant impacts from construction emissions. For instance, the Bay Area Air Quality Management District's CEQA Guidelines, updated in 2017, specifically state that ozone precursor emissions from construction activities involving demolition or non-greenfield development should be analyzed by comparison to a threshold. (*See* Bay Area Air Quality Management District CEQA Air Quality Guidelines (2017) at pp. 3-1, 3-5).

The Project must undergo further evaluation and analysis to determine whether construction activity emissions, particularly ozone precursor emissions, will have a significant environmental impact.

b. Operational Mobile Emissions Analysis is based on a Flawed Vehicle Miles Traveled Calculation, which Fails to Account for Displacement

The Project's mobile source emissions were calculated using an estimate of "net new Vehicle Miles Traveled (VMT) estimated for residential and office land uses." (Initial Study at p. 31). Retail land uses, and retail-based trips, were not considered in the analysis, under an assumption that any local-serving retail use would reduce trip lengths and generate no new trips, because local-serving retail serves people with "an existing need that was met by the retail located further away and [are] now traveling to the new retail use because it is closer to the person's origin location." (Initial Study, Appendix TRAF-2 at p. 6). This assumption fails to account for mobile source emissions from out-of-area retail employees who will commute to downtown Marina.

Furthermore, the VMT analysis as a whole does not discuss or account for trip generation or longer trips that will result from the displacement of currently existing commercial enterprises in the Project Area. Under the DVSP, a series of businesses that are currently allowed to operate under pre-DVSP zoning will be prohibited (for instance, professional office uses facing Reservation Road, drive-thru or drive-in facilities, and service stations, all of which are currently permitted under the C-1 Retail Business District zone, would be prohibited in the Core Area, per Table 3-6 of the DVSP). Additionally, many businesses that fall into use categories still allowed under the DVSP operate within buildings that would not conform to the development standards of the DVSP, thus rendering the businesses with no prospect of expanding or increasing the footprint of their current operations. For those businesses outright prohibited in an area, such as drive-thru restaurants or banks in the Core Area, residents will have to take longer mileage trips to fulfill an existing need that was previously filled by a business located closer to them. This increase in VMT would be permanent, as no such business could ever move back into the area under the DVSP. Even for those businesses that constitute a permitted use in a non-conforming building, such as a grocery store with a street-abutting parking lot in the Core Area, the inability of the business to expand its operational area will lead to an increase in VMT. While this type of stagnancy is not within the vision of the DVSP, it is a reasonably foreseeable outcome, if not the most practical outcome. As such, to the extent 8,000 new residents create new demand for services, the "paralysis" that will restrict existing business from expanding will cause coveted commercial services to become established elsewhere. As a result, new residents will be forced to take longer mileage trips to fulfill their needs, until such time that a similar business constructs and occupies a conforming building in downtown, if ever.

The VMT analysis in the Initial Study fails to account for the increase in VMT due to displacement of existing businesses and commercial services that currently are allowed under existing zoning but, under the DVSP, would be prohibited. The Project must undergo further evaluation and analysis to determine whether emissions attributable to this increase in VMT will have a significant impact. These additional trips must also be taken into account in the Transportation Section, which the Initial Study already determined will need further analysis in an EIR.

c. Failure to Include a Quantitative Health Risk Assessment for Toxic Air Contaminants

The Initial Study notes that the Project will be located adjacent to numerous sensitive receptors, including residential neighborhoods and schools, and that the Project has the potential for toxic air contaminant (TAC) emissions during demolition and constructions activities. (Initial Study at pp. 39-40). However, the Initial Study declines to evaluate the long-term cancer impacts of such TAC emissions on sensitive receptors, claiming that construction activities will occur "over a relatively short duration." (Initial Study at p. 40). This is a mischaracterization of the proposed construction and demolition activities. Construction and demolition activities are expected to occur over a period of approximately 20 years (Initial Study at p. 35), exposing sensitive receptors to TAC emissions throughout that time period. The City must conduct a quantitative health risk assessment to determine the long-term cancer impacts of these TAC emissions on nearby sensitive receptors. This analysis must be based on realistic phasing assumptions (as discussed earlier).

Additionally, the Initial Study does not analyze whether any of the proposed commercial or office uses contemplated by the DVSP would create TAC emissions. While residential uses often are

not sources of TACs, non-residential uses are not similarly exempt from such analyses. Existing residents and business owners within and adjacent to the downtown area are entitled to know the health risks associated with the massive scape of development proposed under the DVSP, including the pertinent cancer and non-cancer risks.

The Project must undergo further evaluation and analysis to determine the effects of 20 years of construction-related TAC emissions on sensitive receptors, and to determine whether any of the commercial and office uses contemplated by the DVSP will expose sensitive receptors to further TAC emissions.

3. Aesthetics

"Aesthetic issues, such as public views, 'are properly studied in an EIR to assess the impacts of a project.' " *Citizens for Responsible & Open Government v. City of Grand Terrace* (2008) 160 Cal.App.4th 1323, 1337–1338. "[T]he CEQA Guidelines essentially establish a rebuttable presumption [that] any substantial, negative aesthetic effect is to be considered a significant environmental impact for CEQA purposes." (*Quail Botanical Gardens Foundation, Inc. v. City of Encinitas* (1994) 29 Cal.App.4th 1597, 1604; *accord Ocean View Estates Homeowners Assn., Inc. v. Montecito Water Dist.* (2004) 116 Cal.App.4th 396, 401 ["Any substantial negative effect of a project on view and other features of beauty could constitute a significant environmental impact under CEQA."]).

Here, the scope of environmental analysis proposed by the Initial Study falls short of what is required by CEQA and the Guidelines. A far more expansive analysis of potential aesthetic impacts is necessary to meaningfully inform members of the public and City decisionmakers of the Project's potentially significant environmental effects.

a. Applicability of SB 743

In 2013, the California Legislature adopted Senate Bill 743 (SB 743) to streamline the review of aesthetic impacts for certain categories of projects. Specifically, aesthetic impacts "of a residential, mixed-use residential, or employment center project on an infill site within a transit priority area shall not be considered significant impacts on the environment." (Pub. Resources Code, § 21099(d)(1) [unless otherwise indicated, all subsequent statutory references are to the Public Resources Code]). The City has taken the position that the Specific Plan Area "is exempt from findings greater than 'less than significant' " under SB 743 because the Specific Plan Area has been designated as a potential future transit priority area by the Association of Monterey Bay Area Governments (Opportunity Area MA-1). (Initial Study at pp. 17-18).

Although the Specific Plan Area is not currently located within an area that meets the definition of a transit priority area ("current [public transit] headways fall short of 15 minutes at peak periods"), the City asserts that "with development, increased ridership will result in more frequent headways." (*Id.* at p. 18). To be eligible for SB 743 streamlining, the City must provide substantial evidence that public transit headways at transit stops within the transit priority area will meet or exceed the 15-minute threshold "within the planning horizon included in a Transportation Improvement Program." § 21099(a)(7). While Monterey-Salinas Transit will be releasing a comprehensive operational plan in 2021, we are not aware of any Transit Improvement Program that would implement 15-minute headways at transit stops in the vicinity of the Specific Area Plan. Indeed, it appears that Monterey-Salinas Transit will be facing

numerous operational challenges caused by the COVID-19 pandemic (including financial shortfalls that may last until the mid-2020s), which will likely make increased headways infeasible. *See Monterey-Salinas Transit 2022-2023 Fiscal Year Budget*, available at https://mst.org/wp-content/media/Final-Adopted-FY2022-FY2023-Budgets.pdf. One of the lines that served the Specific Plan Area was recently cancelled (Route 27), and other service reductions may occur in the future. (*See Monterey-Salinas Transit Comprehensive Operational Analysis – Choices Report* (May 27, 2020) at p. 49, available at https://mst.org/wp-content/media/MSTCOA_Choices-Report.pdf).

Moreover, SB 743 only applies to "a residential, mixed-use residential, or employment center project on an infill site within a transit priority area." (§ 21099(d)(1)). A specific plan is not a "residential, mixed-use, or employment center project." Here, substantial portions of the Specific Plan Area will be developed as uses that fall outside these categories, including 94.7 acres of "public uses;" 77.9 acres of "retail/services and office/other commercial uses" with no restrictions on floor area ratio to 0.75;[1] and 3.2 acres of "light industrial" uses. (Initial Study at p. 7). The Downtown Vitalization Specific Plan therefore does not qualify for SB 743 streamlining.

b. Adverse Effects on Scenic Vistas

Although the City asserts that the Project falls within the scope of SB 743, it nevertheless discusses certain potential aesthetic impacts "for the sake of full disclosure." (Initial Study at p. 18). For potential impacts to scenic vistas, the Initial Study concludes that impacts will be less than significant because "no scenic vistas are available or would be blocked or substantially modified as a result of Specific Plan buildout." *Id.* In the EIR, the City should provide detailed visual simulations to show the extent and severity of potential visual impacts so that the public and City decisionmakers can meaningfully assess whether impacts are less than significant. (*See Santiago County Water Dist. v. County of Orange* (1981) 118 Cal.App.3d 818, 831 [lead agencies must show the extent and severity of potential impacts]; *see also* Guidelines, § 15150 ["An EIR should be prepared with a sufficient degree of analysis to provide decision makers with information which enables them to make a decision which intelligently takes account of environmental consequences."]).

"Implementation of the proposed Specific Plan could include buildings up to 60 feet high or five stories, whichever is less, in the core zone." (Initial Study at p. 23). "Buildings currently in the Downtown area are one to two stories, so this change would increase the building height in the core zone by up to 45 feet." (*Id.).* Aesthetic impact simulations should provide a comprehensive analysis of how these increased building heights will impact views from scenic vistas in the vicinity of the Specific Plan Area.

[1] Employment centers are exempt projects under SB 743 insofar as they have commercial uses with a FAR below 0.75. The DVSP does not appear to contain any such restrictions, and the General Plan allows for multiple-use commercial developments with a maximum FAR of 0.90. (General Plan, Community Land Use Element, Table 2.4.) Please note the EIR project description must clarify minimum and maximum FARs.

c. Impacts to Scenic Resources, Including but Not Limited to, Trees, Rock Outcroppings, and Historic Buildings

The Initial Study concludes that impacts to scenic resources will be less than significant because "overall scenic quality of views from SR 1 would not be substantially or negatively altered by the project." (Initial Study at pp. 18-20). The Initial Study completely omits any analysis of potential impacts to scenic resources from other vantage points in the Specific Plan Area or surrounding locations. The EIR should assess potential impacts from a broad range of potential vantage points, and it should assess potential impacts to all potential scenic resources in the vicinity of the Specific Plan Area. For example, this analysis should include an assessment of potential impacts to views of Locke-Paddon Wetland Community Park from within the Specific Area Plan. (*See* Initial Study at p. 19 [showing view of Locke-Paddon Wetland Community Park]). The EIR should also assess potential obstructions of public views of special status trees within the Specific Plan Area, including the coast live oak trees that were observed to the north of Reservation Road. (*See* Biological Resources Assessment at pp. 9-10).

d. Degradation of the Existing Visual Character or Quality of Public Views of the Site and Its Surroundings and Potential Conflicts with Zoning and Other Regulations Governing Scenic Quality

Preliminarily, the Initial Study concludes that the Specific Plan Area is "already urbanized" and, therefore, the City's CEQA analysis "focuses on whether the project would conflict with applicable zoning and other regulations governing scenic quality." (Initial Study at p. 24). Conflict with land use regulations is more appropriately dealt with in the EIR's land use section, and there is nothing in CEQA that exempts an aesthetic analysis of changes to an urban area. The project under review here would increase the City's population by 35 percent, more than double building heights, and situate millions of new square feet into a fairly discrete portion of the City.[2] Accordingly, the EIR should provide a detailed analysis of the extent to which the visual quality of the area will be affected by the much denser urbanization that is contemplated as part of the Specific Plan Area buildout.

To this end, the EIR should provide visual simulations and other evidence to show how the scale, massing, and architectural features of the various types of proposed development in the Specific Plan Area will be consistent with the Marina Municipal Code, City of Marina Downtown Vision, Downtown Design Guidelines, and the Pedestrian and Bicycle Master Plan. (*See* Initial Study at p. 20; *see also See Santiago County Water Dist., supra,* 118 Cal.App.3d at p. 831). In doing so, the EIR should provide specific descriptions and illustrations that show how landscaping, streetscapes, building facades, and other design elements will conform to Design Guidelines and the City of Marina Downtown Vision. Special emphasis should be placed on the analysis of changes to the overall character of the existing low-rise community that will result

[2] The Initial Study asserts that "implementation of the Specific Plan would change the character of the project area substantially, but these changes would be in keeping with applicable plans for revitalizing the Downtown area and creating a sense of place for visitors and residents, in connection with multiple modes of transportation." (Initial Study at p. 24). Respectfully, this statement does not appropriately contemplate the scale of urbanization envisioned under the DVSP, which is not in keeping with applicable plans; if such were the case, the DVSP would not be necessary in the first place.

from the construction of 2,904 new residential units and the addition of up to 1,385,197 square feet of retail and office space.

e. Light and Glare

The Initial Study asserts that "effects on daytime or nighttime views due to new sources of light and glare would be less than significant" because "the Plan Area already makes up a developed downtown area [and] conditions would not be substantially altered from existing conditions." (Initial Study at pp. 25-26). As noted above, the proposed buildout of the Specific Plan Area will substantially change the character of the existing built environment. The construction of 2,904 new residential units and the addition of up to 1,385,197 square feet of retail and office space will produce many new sources of light and glare. In fact, the Initial Study concedes that the substantial size and scope of the new development will cause "[n]ew sources of nighttime light and daytime glare [to] be introduced and could intensify the effects of illumination and glare over existing levels." (*Id.* at p. 25). It is imperative that the EIR provide a detailed assessment of these new sources of light and glare and, if necessary, adequately mitigate any significant environmental effects associated with light and glare.

4. Biological Resources

Protection of biological resources is a fundamental policy incorporated in CEQA. Under Section 21001(c) it is the policy of the state to "[p]revent the elimination of fish or wildlife species due to [human] activities, insure that fish and wildlife populations do not drop below self-perpetuating levels, and preserve for future generations representations of all plant and animal communities." In addition to its analysis of direct effects on biological resources, an EIR must identify and describe the significant indirect environmental impacts that will result from the project. (Guidelines, §15126.2(a)). Both short-term and long-term effects should be included in the analysis. (*Id.*). In other words, a CEQA analysis must "take account of the whole action involved, *including off-site as well as on-site*, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts." (Guidelines, Appendix G, emphasis added).

Here, the Initial Study (including the July 2019 Biological Resources Assessment conducted by Rincon Consultants) only assessed direct impacts on biological resources within the Specific Plan Area. There is no analysis of indirect or cumulative impacts to potentially sensitive biological resources at off-site locations. (*Cf.* Initial Study at p. 52 [noting, in passing, the existence of "higher quality chaparral habitat to the north of Reservation Road and within the Fort Ord National Monument"]). A large undeveloped area is located immediately northwest of the Specific Plan area, but there is no discussion of impacts to potentially sensitive resources at that location, nor is there any discussion of potential impacts to resources at the Locke-Paddon Wetland Community Park. This substantial omission should be corrected through the release of a revised initial study or, at the very least, in the EIR. (*See Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296 [initial study's conclusions must be supported by evidence]; *accord Citizens Ass'n for Sensible Dev. v. County of Inyo* (1985) 172 Cal.App.3d 151, 171).

a. Habitat Modification and Effects on Protected Species

The Initial Study discloses that impacts to biological resources would be potentially significant because "construction activity associated with individual projects developed under the Specific Plan could include demolition, grading, vegetation removal, equipment and vehicle staging,

parking." (Initial Study at p. 46). However, according to the Initial Study, "[i]mplementation of Mitigation Measures BIO-1(a) through BIO-1(h) would reduce these impacts to less than significant level." (*Id.*).

As noted above, because the Initial Study fails to analyze potential indirect, off-site impacts, it is impossible to determine the full extent of potential impacts associated with habitat modification. Likewise, it is impossible to determine whether Mitigation Measures BIO-1(a) through BIO-1(h) will actually mitigate those indirect, off-site effects to a less than significant level. Further, the Initial Study only defines and classifies vegetation communities and land cover types for a small fraction of the Specific Plan Area. (*See* Biological Survey at p. 10, Figure 3; *see also* Initial Study at p. 47, Figure 10 [screening for sensitive resources will only occur in a small fraction of the entire Specific Plan Area]). It is quite possible that sensitive species could occur in undeveloped portions of properties in the Specific Plan Area (e.g., in yards, setbacks, or parkways), but there is no classification or survey of potential habitat that evaluates whether sensitive species could potentially occur at those locations. These deficiencies should be remedied in a revised initial study or in the EIR. Moreover, the proposed mitigation measures will need to be revised to ensure that the entirety of the Specific Plan Area is screened for potentially sensitive resources.

b. Adverse Effects on Riparian Habitat or Other Sensitive Natural Communities and Related Effects on Protected Species

Here, the Initial Study's analysis of potential impacts is limited solely to potential effects on the sandmat manzanita that occurs in the eastern portion of the Specific Plan Area. (Initial Study at pp. 52-53). According to the Initial Study, "given the higher quality chaparral habitat to the north of Reservation Road and within the Fort Ord National Monument, removal of a small patch of sandmat manzanita would not represent a significant impact to this vegetation community." (*Id.*). However, this conclusion does not address the severity or extent of direct, indirect, and cumulative impacts associated with the loss of sensitive and protected species that were observed at the sandmat manzanita, including coast live oak (*Quercus agrifolia*). (*See* Biological Survey at p. 9). Trees cannot migrate to the chaparral to the north, and impacts to any coast live oak at the site should be disclosed and mitigated.

The Initial Study also fails to disclose, analyze, and mitigate potential impacts associated with the loss of willow riparian habitat and other potentially sensitive habitat within the Specific Plan Area. (*See* Biological Survey at p. 10, Figure 3). Furthermore, as noted above, because the Initial Study fails to analyze potential indirect off-site impacts, it is impossible to determine the full extent of potential impacts associated with impacts to riparian habitat.

c. Adverse Effects on Wetlands and Related Effects on Protected Species

The Initial Study states that "[n]o CDFW or USACE jurisdictional wetlands or waters are present in the Specific Plan Area." (Initial Study at p. 53). But the Biological Resources Assessment discloses that "[t]he edge of riparian vegetation at Locke-Paddon Park also falls within the Specific Plan and is likely to be jurisdictional under CDFW." (Biological Resources Assessment at p. 15). This inconsistency should be addressed and clarified in the EIR.

Again, because the Initial Study fails to analyze potential indirect, off-site impacts, it is impossible to determine the full extent of potential impacts associated with impacts to riparian

habitat and sensitive species that may occur at those off site locations. Potential indirect and cumulative impacts to off-site wetlands should be disclosed, analyzed, and mitigated in a revised initial study or in the EIR. (Guidelines, §15126.2(a)).

d. Effects on Wildlife Movement and Nursery Sites

The Initial Study concludes that "[t]here would be no impacts to wildlife movement from development under the Specific Plan." (Initial Study at p. 54). Again, this analysis fails to consider potential off-site impacts, including potential impacts to species that may migrate through coastal dunes or other coastal areas to the west of the Specific Plan Area. The Initial Study also includes no analysis of potential impacts that could potentially "impede the use of native wildlife nursery sites." (*See* Guidelines, Appendix G, § IV(d)).

e. Conflicts with Local Policies Protecting Biological Resources

Here, the Initial Study's analysis is limited to Project consistency with urban forestry standards. (Initial Study at p. 54). In the EIR, the City should expand this analysis to disclose, analyze, and mitigate direct, indirect, and cumulative impacts that may be subject to other local policies, including policies that protect sensitive biological resources in coastal areas.

5. Cultural Resources

CEQA defines a substantial adverse change in the significance of a historical resource as a significant effect on the environment. (§ 21084.1; Guidelines, § 15064.5(b)). A substantial adverse change means demolition, destruction, relocation, or alteration of the resource or its immediate surroundings resulting in the significance of the resource being materially impaired. (*Id.* at subd. (b)(1)). The significance of a resource is materially impaired when the physical characteristics that convey its historical significance and that justify its designation as a historical resource are demolished or materially altered in an adverse manner. (*Id.* at subd. (b)(2)).

The Initial Study cites "28 cultural resources studies conducted within a 0.5-mile radius of the Plan Area," 16 of which "included all or portions of the Plan Area." (Initial Study at pp. 56-59). But none of those studies conducted a systematic, lot-by-lot or building-by-building analysis of all potentially historic structures or sites within the Specific Plan Area. Without this systematic analysis, it will be impossible for members of the public and City decisionmakers to determine the full scope of potential environmental effects. (*See* Guidelines, § 15150 ["An EIR should be prepared with a sufficient degree of analysis to provide decision makers with information which enables them to make a decision which intelligently takes account of environmental consequences."]).

The Initial Study discloses that a full inventory of potential sensitive historic resources in the Specific Plan Are will not be conducted until *after* CEQA review is complete. (*See* Mitigation Measures CR-1 through CR-4). But the Initial Study and the EIR cannot insist the impact will be insignificant and defer the development of specific mitigation measures to some future time. (Guidelines, § 15126.4(a)(1)(B)). Here, the construction of 2,904 new residential units and the addition of up to 1,385,197 square feet of retail and office space could have substantial direct, indirect, and cumulative effects on the historic character of resources that could potentially be

demolished by the new development or resources located in close proximity to new development. These potential impacts should be disclosed, analyzed, and mitigated in the EIR.

Deferring analysis to a later stage is unlawful, as it leaves the public with no real idea as to the severity and extent of environmental impacts. Where, as here, an initial study fails to fully and accurately inform decisionmakers and the public of the environmental consequences of proposed actions, it does not satisfy the basic goals of CEQA and its Guidelines. (*See* § 21061 ["The purpose of an environmental impact report is to provide public agencies and the public in general with detailed information about the effect which a proposed project is likely to have on the environment . . . ."]). The evaluation of a proposed project's environmental impacts is the core purpose of an EIR. (*See* Guidelines, § 15126.2(a) ["An EIR shall identify and focus on the significant effects of the proposed project on the environment."]). It is well-established that the City cannot defer its assessment of important environmental impacts until after the project is approved. (*Sundstrom, supra,* 202 Cal.App.3d at pp. 306-07).

6. Energy

a. Failure to Compare to the Project to a Threshold

In evaluating whether the Project would result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of resources, the Initial Study quantifies the amount of gasoline and diesel fuel to be used in demolition and construction of the DVSP, the amount of gasoline and diesel fuel to be used by net new VMT, and the kilowatt hours of electricity and British thermal units of natural gas to be used in residential and non-residential buildings. However, there is no comparison of these figures to a threshold. The Initial Study does not provide any comparison to average energy usage for similar developments, or assess the energy demands of the Project in relation to regional energy production or capacity. Without such a comparison, the Initial Study's conclusion that the Project will not result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of resources is not supported by evidence. The Project must undergo further evaluation and analysis to determine whether it will result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of resources in a manner that fully complies with *Ukiah Citizens for Safety First v. City of Ukiah* (2016) 248 Cal.App.4th 256.

b. Failure to Account for Increased VMT Due to Displacement

The quantification of gasoline and diesel fuel to be used by automobiles relies on a VMT calculation that fails to account for an increase in VMT due to displacement of existing downtown businesses, as summarized above in the Air Quality section.

Furthermore, the determination that the Project is consistent with Community Goal 1.18 relies on the claim that "the DVSP would create a balanced land/use transportation system that would minimize excessive energy consumption." (Initial Study at p. 73). In fact, displacement of existing downtown businesses under the DVSP would potentially lead to greater energy consumption by automobiles than would occur without the DVSP. The Project must undergo further evaluation and analysis to determine impacts due to increased automobile energy use from trips generated or lengthened by the displacement of existing downtown businesses.

7. Greenhouse Gas Emissions

a. Reliance on Flawed Emissions Calculations

The Initial Study's methodology to analyze greenhouse gas (GHG) emissions relies on flawed assumptions and calculations elsewhere in the Initial Study, which render its GHG analysis incomplete. When modeling construction emissions, the GHG analysis uses the emissions assumptions from the Air Quality Section, which fail to account for all emissions as discussed in the above Air Quality section. The calculation of GHG emissions from mobile sources uses the VMT calculation used in the Air Quality section, which fails to account for trip length and generation associated with the displacement of existing downtown businesses, as discussed in the above Air Quality section.

The Initial Study's GHG analysis also makes a series of unsupported assumptions about energy usage of the Project. First, the Initial Study assumes that residential unit energy use will produce no GHG emissions due to "the fact that the project would include solar photovoltaic systems on all low-rise residential buildings (i.e. single-and multi-family residential buildings that are three stories or less) with annual electrical output equal to or greater than the dwellings annual electrical usage […]." (Initial Study at p. 89). The Initial Study makes no effort to quantify the residential dwelling's electrical usage, or demonstrate that it is feasible for building-localized solar photovoltaic systems to provide for all of such a dwelling's projected usage. Furthermore, it is not clear that *all* residential units will be covered by the Project's low-rise solar mandate, including units in multi-story mixed use buildings with residential units above commercial uses.

The Initial Study also assumes that 97 percent of the electricity demanded in its analysis (meaning 97 percent of electricity demanded by commercial or office tenants, as the analysis assumes no residential demands from the grid) will be provided by MBCP's carbon free electricity. The claimed basis for this assumption is that "according to MBCP, approximately 97 percent of accounts in their service area maintain their enrollment […] the remaining 3 percent of accounts op out and connect to PG&E." (Initial Study at p. 89). However, this 97 percent figure includes *all* current MBCP accounts, including residential. Since the GHG analysis assumes grid usage and associated GHG emissions will come from only commercial and office tenants, the Initial Study should apply the proportion of MBCP's *commercial and office accounts* that opt out and connect to PG&E. This figure may be significantly greater than 3 percent, as commercial and office accounts may demand electric service that they perceive to be more stable and responsive.

The Project must undergo further evaluation and analysis to fully account for all GHG emissions attributable to the DVSP, and determine whether there are potentially significant effects from such emissions.

b. Improper Threshold

As the Initial Study notes, CEQA Guidelines and interpretative GHG case law require a local, project-specific threshold to evaluate GHG effects. (Initial Study at p. 91). While consistency with Statewide reductions goals set forth in documents like CARB's 2017 Scoping Plan can be used as the basis to develop such a threshold, the threshold itself must take into account localized-GHG data and the Project's individual features. (*Ctr. for Biological Diversity v. Dep't of Fish & Wildlife* (2015) 62 Cal.4th 204 as modified on denial of reh'g (Feb. 17, 2016).). A proper

localized threshold should not rely entirely on statewide GHG data or statewide population data to develop the threshold. (*Golden Door Properties, LLC v. Cty. of San Diego* (2018) 27 Cal.App.5th 892).

Though the Initial Study describes its calculated threshold of 3.2 MT of CO_2 per Service Population as a "locally-appropriate" threshold, in reality it is based entirely on state-level emissions and population data. To develop this threshold, the Initial Study looks at *statewide* emissions targets regarding GHG emissions (in MMT CO_{2e}) for particular emission sectors delineated by CARB. (Initial Study at p. 92). The Initial Study then excludes emissions sectors that are not present in Marina, and sums the *statewide* targets of the remaining emissions sectors to get a total of 213,000,000 MT of CO_2, the *statewide* emissions limit for all sectors present in Marina. (*Id*.) Then, the Initial Study divides this sector-limited *statewide* emissions limit by the *statewide* service population of 65,723,654 to derive its threshold of 3.2 MT of CO_2 per Service Population. (Initial Study at p. 93).

This threshold is based entirely on the application of statewide data and numbers. There is no attempt to take into account local or regional GHG data to determine whether Marina or the Monterey region already contribute a larger proportional share of GHGs or have a proportionally higher population density than other state regions, which would require a proportionally larger reduction in GHG emissions to reach state goals. Nor is there an attempt to explain why the use of a statewide service population metric and statewide GHG emissions target numbers are appropriate for a project specifically within Marina. (*See Golden Door Properties, LLC v. Cty. of San Diego* (2018) 27 Cal.App.5th 892).

Without such an analysis, the GHG threshold is not localized or project-specific as required by CEQA Guidelines and well-established GHG case law.

8. Hazards and Hazardous Materials

The Initial Study provides an incomplete summary of all potential hazardous and contaminated sites in (and in the vicinity of) the Specific Plan Area. (*See* Initial Study at pp. 105-109). It does not identify, for example, potential hazards associated with gas stations on Reservation Road and Del Monte Boulevard. Nor does it discuss the potential presence of certain site-specific contaminants such as lead or asbestos, which will need to be remediated during the redevelopment of properties within the Specific Plan Area.

The Initial Study concludes that potential impacts will be mitigated to a less-than-significant level by implementing project-specific hazardous materials assessments (Mitigation Measure HAZ-1), which will include "measures that ensure the safe transport, use, and disposal of contaminated soil removed from the site." (Initial Study at p. 108). To ensure that all impacts are adequately mitigated to a less-than-significant level, the EIR should incorporate additional mitigation to prevent the intrusion of potentially hazardous materials into groundwater, soil, and air in the Specific Plan Area. For example, if new development associated with the Specific Plan buildout could foreseeably disturb contaminated sites, then it may be necessary to preemptively remediate contaminants that could potentially infiltrate locations within the Project site or other off-site locations.

Furthermore, CEQA requires that initial studies and EIRs provide accurate and complete information pertaining to the setting of the Project and surrounding area. (*San Joaquin*

Raptor/Wildlife Center v. Stanislaus County (1994) 27 Cal.App.4th 713, 728-29 ; *see also Friends of the Eel River v. Sonoma County Water Agency* (2003) 108 Cal.App.4th 859, 875 [incomplete description of the Project's environmental setting fails to set the stage for a discussion of significant effects]). Here, the Initial Study provides an incomplete and inadequate description of the history of wildfire hazards in the vicinity of the Specific Plan Area, and the initial study fails to discuss how the effects of climate change might exacerbate such risks. (*See also* Initial Study Chapter 20).

9. Hydrology and Water Quality

The Initial Study states that "[t]he proposed project would result in an increase in water demand in the Plan Area, which could result in a potentially significant impact related to groundwater supplies and sustainable groundwater management." (Initial Study at p. 112). The Initial Study then states that such impacts will be studied in the EIR, but no further information is provided. *Id.* It is crucial that the EIR provide a complete and thorough analysis of all potential direct, indirect, and cumulative demands on groundwater supplies, including demands from related projects that share the same groundwater basin. It is also crucial for this analysis to evaluate all future development that is contemplated as part of the Specific Area Plan buildout. (*See Vineyard Area Citizens for Responsible Growth v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 441).

The Initial Study also concludes that "the Plan Area is developed and consists mostly of impervious surface area" and that the development of new structures "pursuant to the Specific Plan would not substantially alter the amount of impervious surface area." (Initial Study at p. 112). However, other portions of the Initial Study note that there are substantial portions of the Specific Plan Area that remain undeveloped. (*See* Biological Resources Assessment at p. 10, Figure 3). The Initial Study does not clarify whether these undeveloped areas consist of impervious or pervious surface, but review of satellite imagery demonstrates a significant portion of the DVSP planning area does consist of pervious surfaces. The conversion of those undeveloped lots (and the redevelopment of existing lots with potentially larger development footprints) through the construction of 2,904 new residential units and the addition of up to 1,385,197 square feet of retail and office space will likely lead to the introduction of a substantial amount of new impervious surfaces relative to baseline conditions. The EIR should provide specific calculations that show the amount of new impervious surfaces that will be introduced to the Specific Plan Area as a result of anticipated new development. Please also see the section below regarding impacts on recreation; any analysis of hydrology should also account for the City's strategy in dealing with potential shortages in open space.

The EIR should also carefully examine the effects of saltwater intrusion into the groundwater table that may occur as a result of climate change, as well as the effects of less-frequent groundwater recharge that will occur as a result of less-frequent precipitation. (*See* Safi, et al. (2018) *Synergy of climate change and local pressures on saltwater intrusion in coastal urban areas: effective adaptation for policy planning*, Water International, available at https://www.tandfonline.com/doi/full/10.1080/02508060.2018.1434957).

10. Noise

The goal of providing Californians with "freedom from excessive noise" is included among CEQA's basic policies. (§ 21001(b)). Under the definition of the term "environment" in Section 21060.5, noise is included as a physical condition that may be affected by a proposed project.

According to the Initial Study, "[o]perational impacts, including traffic-related exterior and interior noise impacts to DVSP uses and stationary noise from HVAC units, [will] be potentially significant and require mitigation." (Initial Study at p. 137). "Specific Plan-generated traffic noise impacts to existing land uses would be less than significant, as would operational impacts related to truck deliveries. Mitigation would not be required for these specific impacts." (*Id*). Both of these conclusions are premised upon the assumption that increased automobile traffic and increased noise from stationary sources (i.e., HVAC units) can be modeled into existing topographic conditions. As it exists today, the Specific Plan area is predominantly occupied by low-rise buildings and undeveloped lots. Under current conditions, noise is more likely to be dispersed as sound waves moves away from a source. Modifying development standards to allow for the construction of five-story buildings, substantially increased massing, and modifications to development standards that allow for increased parcel coverage will substantially change the way in which noise travels through the Specific Plan Area. The EIR will need to account for increased reverberation, echoing, and other site-specific conditions that may lead to more significant effects. Additional mitigation may be necessary to address these conditions.

Furthermore, the Initial Study fails to account for indirect and off-site noise impacts that will occur as a result of increased traffic traveling through streets in the vicinity of the Specific Plan Area. Potential indirect and cumulative impacts to off-site receptors and wetlands should be disclosed, analyzed, and mitigated in a revised initial study or in the EIR. (*See* Guidelines, §15126.2(a)).

11. Population and Housing

According to the Initial Study, "full buildout of the Specific Plan would result in an estimated 7,957 new residents in the Plan Area." (Initial Study at p. 143). However, the Initial Study also reveals inconsistencies between the Project and AMBAG's long-term growth projections. As of 2019, the City was estimated to have a population of 22,535 people. (*See* Initial Study at p. 2). The buildout of the Specific Plan Area would exceed the AMBAG's 2025 population projections of 28,515 by 2030 and 29,554 by 2035. (Initial Study at p. 143). The EIR should disclose and analyze the implications of these inconsistencies, including the ability of region-wide infrastructure to accommodate greater-than-expected population growth.

CEQA requires agencies to evaluate the direct, indirect, and cumulative effects of housing displacement. (*See* Guidelines Appendix G, § XIV(b) [Requiring agencies to answer the question of whether a project will "[d]isplace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere"].) Likewise, CEQA mandates disclosure of a project's direct and cumulative environmental effects on "human beings, either directly or indirectly." (§ 21083, subd. (b)(3); Guidelines, § 15065, subd. (a)(4); *see also San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School Dist.* (2006) 139 Cal.App.4th 1356, 1372 [human health is among the many "environmental values" protected by CEQA and the Guidelines].)

The adverse environmental and human health impacts of gentrification and housing displacement are well understood by scholars and urban planners. Introducing 2,904 new homes to the Specific Plan Area will significantly increase rents and the cost of living for existing residents, thereby increasing the risk that existing residents will be priced-out of the City. There is a substantial risk that low-income families and historically disadvantaged community members will be disproportionately impacted by these conditions. However, the DVSP provides no guarantee that existing residents will be given an opportunity to move into new market-rate or affordable housing that will be developed as part of the DVSP, and the Initial Study provides no analysis or mitigation of the short-term and long-term effects of housing displacement. (*See* Initial Study at p. 144). It is critical for the EIR to analyze and mitigate these impacts.

12. Public Services

a. Police and Fire Services

The Initial Study fails to provide any analysis of whether the Project would require new fire or police facilities in order to maintain acceptable response times. The Marina General Plan Community Land Use Element 2.106 sets forth clear response time standards: "As the population of Marina grows, the police force should be sufficiently staffed and deployed to maintain an average emergency response time of four minutes. Similarly, a maximum response time for fire protection of three to four minutes should be maintained." Community Land Use Element 2.106 continues: "Where new development would be located beyond a three-to-four-minute response time, consideration should be given to the need for Class A fire-resistant roofing."

While the analysis of fire services concludes that one new fire station will likely be required to maintain service ratios, it does not analyze where this station would need to be located in order to maintain a maximum response time of three to four minutes, or whether even further infrastructure would be required to comply with the response time standard. The analysis of police service is entirely deferred, stating that "service ratios and response time would be reassessed and adjusted as the population grows in an ongoing process over the course of DVSP buildout." (Initial Study at p. 146). No attempt is made to assess whether further police resources would be needed to maintain an average response time of four minutes.

Deferring analysis to a later stage is unlawful, as it leaves the public with no real idea as to the severity and extent of environmental impacts. Where, as here, an initial study fails to fully and accurately inform decisionmakers and the public of the environmental consequences of proposed actions, it does not satisfy the basic goals of CEQA and its Guidelines. (*See* § 21061 ["The purpose of an environmental impact report is to provide public agencies and the public in general with detailed information about the effect which a proposed project is likely to have on the environment . . . ."]). The evaluation of a proposed project's environmental impacts is the core purpose of an EIR. (*See* Guidelines, § 15126.2(a) ["An EIR shall identify and focus on the significant effects of the proposed project on the environment."]). It is well-established that the City cannot defer its assessment of important environmental impacts until after the project is approved. (*Sundstrom*, supra, 202 Cal.App.3d at pp. 306-07).

The Project must undergo further evaluation and analysis to determine whether further construction or expansion of fire and police facilities would be needed to maintain mandated

response times, and whether such construction or expansion will have potentially significant impacts.

b. Indirect Effects of Increased Demand For School Facilities

The Initial Study, citing California Government Section 65996, concludes that payment of school impact fees will constitute full and complete mitigation for potential impacts *to* schools caused by developments. However, a Project's indirect impacts on parts of the physical environment that are not school facilities, but that result from increased demand for schools, are not excused from being considered and mitigated. (*Chawanakee Unified Sch. Dist. v. Cty. of Madera* (2011) 196 Cal.App.4th 1016, 1028, as modified on denial of reh'g (July 19, 2011)). Such indirect impacts include impacts on traffic and VMT from new students residing in the residential portions of the Project taking trips to and from school, and any impacts on the surrounding environment from school-related construction to expand existing facilities or develop new facilities. Per the Initial Study, existing public schools in Marina have capacity for only 500 additional students above current enrollment, meaning that full buildout of the DVSP will require expansion of existing schools, construction of new schools, or for students to travel outside of Marina for schooling.

The Project must undergo further evaluation and analysis to determine the indirect effects of the Project exceeding existing Marina public school capacity, including potential effects from additional construction and new or increased VMT.

13. Recreation

As the Initial Study notes, the DVSP does not specify new park sites within the Plan Area. (Initial Study at p. 147). However, the Initial Study fails to account for the effect of the Project on existing parks, or the effects of construction of the known amount of acreage of new parks needed to satisfy City standards. The City of Marina General Plan establishes a standard of 5.3 acres of City park and recreation land for every 1,000 residents, while the Marina Parks and Recreation Master Plan identifies an even higher standard of 10 acres per 1,000 residents. (Initial Study at p. 149). Currently, the existing ratio is 5.3 acres per 1,000 residents. (*Id*.). The current population of Marina is estimated to be 22,535 people, and full buildout of the DVSP projects adding 7,957 new residents. In order to maintain the 5.3 acres per 1,000 residents ratio, the City would need to construct an additional 42 acres of parks. In order to meet the goals of the Marina Parks and Recreation Master Plan, the City would need to construct an additional 185 acres.

The DVSP should include specific provisions for the construction of parks and green spaces in order to adequately serve the Project's new residents. The environmental review of the Project should also study the potential effects of new park construction on the surrounding environment. If the DVSP proceeds without such provisions, then the effect of an increase of nearly 8,000 residents on the City's already strained public park system must be analyzed.

14. Tribal Cultural Resources

As noted above, an EIR must identify and describe the significant indirect environmental impacts that will result from the project. (Guidelines, §15126.2(a)). A CEQA analysis must "take account of the whole action involved, including *off-site* as well as on-site, cumulative as well as

project-level, indirect as well as direct, and construction as well as operational impacts." (Guidelines, Appendix G, emphasis added). Here, the Initial study analyzes potential impacts within the Specific Plan Area, but it does not mention potential impacts to sensitive resources in off-site areas. The EIR should carefully analyze and mitigate potential indirect Project effects that could disturb tribal cultural resources at off-site locations.

15. Utilities & Service

The Initial Study states that "[t]he project could result in potentially significant impacts related to water supply." (Initial Study at p. 156). The Initial Study then states that such impacts will be studied in the EIR, but no further information is provided. (*Id.*). It is crucial that the EIR provide a complete and thorough analysis of all potential direct, indirect, and cumulative demands on water supplies, including demands from related projects that share the same groundwater basin and other municipal water sources. It is also crucial for this analysis to evaluate all future development that is contemplated as part of the Specific Area Plan buildout. (*See Vineyard Area Citizens for Responsible Growth v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 441). A similar cumulative demand analysis is required for other utilities, including wastewater and electricity.

16. Wildfire

As noted above, CEQA requires that initial studies and EIRs provide accurate and complete information pertaining to the setting of the Project and surrounding area. (*San Joaquin Raptor/Wildlife Center, supra*, 27 Cal.App.4th at pp. 728-29). Here, the Initial Study provides an incomplete and inadequate description of the history of wildfire hazards in the vicinity of the Specific Plan Area, and the initial study fails to discuss how the effects of climate change may exacerbate such risks. (*See* Initial Study at p. 160). Multiple urbanized areas within the State of California have been decimated by wildfires in the past few years, demonstrating that an "urban character" does not exempt a community from risk. Here, the DVSP planning area is located adjacent to significant open space, potentially heightening risks.

Without key contextual information regarding wildfires and associated risks, it is impossible to meaningfully assess the full extent of potential environmental impacts.

* * *

The City, in proposing the DVSP, is contemplating a massive change to the community — 8,000 new residents, more than 3,000 new employees, and associated construction to accommodate these new community members. Sierra Pacific Properties Inc. has been a member of the Marina community for years and appreciates the City's commitment to innovation. As a member of the business community, however, our client has concerns about the DVSP's environmental impacts on its tenants and their customers, and concerns that the grandiosity of the DVSP does not account for economic realities facing the downtown commercial sector. To this end, we have concerns that the commercial land use provisions of the DVSP might rest on assumptions and determinations located in economic studies that are many years out of date. Sierra Pacific Properties Inc. welcomes further discussion on these issues.

Thank you again for the opportunity to provide these comments. If you have any questions or would like to arrange a meeting with our client team, please do not hesitate to contact our office.

Very truly yours,

Niran S. Somasundaram
Attorney

Ellis F. Raskin
Attorney

CC: Sean Marciniak, Hanson Bridgett LLP
Client

October 1, 2024 Item No. **13b**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of October 15, 2024

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-, RECEIVING A FOLLOW-UP PRESENTATION AND, PROVIDING APPROVAL OF THE FINAL PLANTING PALETTE SELECTION FOR THE DEL MONTE BOULEVARD MEDIAN LANDSCAPING, PHASE 1 PROJECT

REQUEST:

It is requested that the City Council consider approving and adopting Resolution No. 2024-, for the following actions:

1. Receiving a follow-up presentation, **EXHIBIT A** (highlight of the presentation), for the Del Monte Boulevard Landscaping, Multi-Modal Improvements, and Downtown Marina Streetscape, and
2. Providing input and approval of final planting palette selection for the Del Monte Boulevard Median Landscape project, Phase 1.

BACKGROUND:

The Downtown Vitalization Specific Plan has an implementation section that identifies various strategies to move the plan forward which will require investment from both the public and private sector. This Del Monte Boulevard Medians & Downtown Marina Streetscape Project represents a major public investment that will transform the medians into a welcoming and identifying place maker for the Downtown Business District and will begin the streetscape transformation towards safer streets. By mitigating automobile speeds and enhancing pedestrian and bike improvements envisioned in 2005 by reducing the travel lines from four to two and building key roundabouts that will better serve the City's needs and transition away from what originally functioned as a state highway.

On December 5th, 2023, and February 6,2024 City Council meetings, BEK Collective and Kimley Horn presented landscaping concept and traffic simulation for the multi-modal improvements for the Del Monte Boulevard. The traffic simulation showed that the road diet meets the city's standards for level of service for the intersections. Additionally, it showed that the northbound and southbound travel times along Del Monte from Highway 1 to Reservation Road did not increase from today's traffic volume and the traffic volume projected at 2040 with the road diet and two roundabouts. The two roundabouts are instrumental in maintaining or improving travel times and meeting the goals for the road diet.

The proposed median improvements include hard scape of stamped concrete and cobble stones to match the existing decorative concrete and cobble stone paving to remain. The landscaping includes low, precast concrete modular walls scalloping along the median. Decorative and interactive lights will be incorporated on the walls and can be programmed to change colors for City events. Flag holders will be re-established along with the medians. Balance of hard scape and planting of trees, shrubs and ornamental plants will be used throughout the median for year-round interest.

On September 4, 2024, the City Council adopted Resolution 2024-102, See **EXHIBIT B** (September 4th Staff Report, Resolution and Exhibits A & B), for the Del Monte Boulevard Median landscaping and Downtown Marina Streetscape for the following actions:

- Received an updated presentation for the Del Monte Boulevard Landscaping, Multi-Modal Improvements, and Downtown Marina Streetscape project.
- Approved phasing the delivery of the Del Monte Boulevard Median Landscaping project
- Authorized the call for bids for the Del Monte Boulevard Median Landscaping Phase 1 Project
- Provided input and approval of the final concept and formed Ad-Hoc Subcommittee (Mayor Delgado, Council Member McCarthy, and Project Landscape Architect, Bianca Koenig) to discuss landscaping expectations and plant palette.

ANALYSIS:

On September 16, the Planting Ad-Hoc Subcommittee met in the City of Marina to review goals, preferences, and example plantings to help inform the final plant palette selections. To kick-off the meeting, we took time to understand the specific goals and desires for the Del Monte median planting design. Mayor Delgado recommends as a primarily native, locally native plant palette. Council Member McCarthy recommends a beautiful, vibrant, and attractive landscape for residents and visitors alike. To help understand the root cause of these requests, we inquired deeper to reveal that ultimately, the two subcommittee members had a deep desire for a healthy Marina. One where bio-diversity of native plants could support non-human life that in turn supports healthy environments and healthy humans. In addition, through year-round beauty, vibrancy, and demonstrated care, the streetscape design could support human happiness and economic health.

Landscape examples were observed on foot around Marina Library, Locke-Paddon Park, and the Dunes Shopping Center. Additional areas were observed via car, including the main shopping center at Seacrest Dr. and Reservation Rd. and recent installations within the Sea Haven development. The meeting/site visit allowed for the observation of both native and non-native ornamental plants during the end of the California summer/dormant season and also, in some cases, we could observe how maintenance teams had recently completed dramatic pruning/shearing of various plant species. This was a true test of observing plant material performance during one of the most challenging seasons. As a result of this meeting and in accordance with the community engagement survey results, the proposed planting design has been updated for the balance of year-round aesthetics, native plants, drought tolerance, and low maintenance performance within a coastal, urban, streetscape microclimate.

This follow-up presentation for the proposed Del Monte Boulevard Median landscaping and Downtown Marina Streetscape will include the following:

- Summary of input received during the Ad-Hoc Subcommittee Planting Design meeting.
- Final Concept Plant Palette with sample planting plan, and balance of garden-tolerant native plants and reliable non-native plants.
- Request for the City Council input and approval to move forward with construction/bid documents for target bid opening in January to enable construction to begin as early as Spring of 2025.

FISCAL IMPACT:

The Del Monte Boulevard Median Landscape Demonstration project (QLR 1901) and Downtown Vitalization Implementation project (EDC2126) are included in the Capital Improvement Program with a budget of $25,000 and $4,000,000, respectively funded from the General Fund. At this point, the funding may be sufficient to cover all the median landscaping improvements. The Phase 1 landscaping is estimated to cost $2.1 million. The Phase 2 landscaping portion is estimated to cost $1.9 million.

California Environmental Quality Act (CEQA)

The presentation and providing design input for Del Monte Boulevard landscaping and multi modal improvements and downtown Marina streetscape is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

CONCLUSION:

This request is submitted to the City Council for consideration and input.

Respectfully submitted,

_____

Marcus Jackson, Senior Program Manager l
Project Management Services
Wallace Group

REVIEWED/CONCUR:

_____

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-, RECEIVING A FOLLOW-UP PRESENTATION AND, PROVIDING APPROVAL OF THE FINAL PLANTING PALETTE SELECTION FOR THE DEL MONTE BOULEVARD MEDIAN LANDSCAPING, PHASE 1 PROJECT

WHEREAS, the Del Monte Boulevard Medians & Downtown Marina Streetscape Project represents a major public investment that will transform the medians into a welcoming and identifying place maker for the Downtown Business District and will begin the streetscape transformation towards safer streets; and

WHEREAS, on December 5th, 2023, and February 6,2024 City Council meetings, BEK Collective and Kimley Horn presented landscaping concept and traffic simulation for the multi-modal improvements for the Del Monte Boulevard. The traffic simulation showed that the road diet meets the city's standards for level of service for the intersections and the two roundabouts are instrumental in maintaining or improving travel times and meeting the goals for the road diet.; and

WHEREAS, the proposed median improvements include hard scape of stamped concrete and cobble stones to match the existing decorative concrete and cobble stone paving to remain. The landscaping includes low, precast concrete modular walls scalloping along the median. Decorative and interactive lights will be incorporated on the walls and can be programmed to change colors for City events. Flag holders will be re-established along with the medians. Balance of hardscape and planting of trees, shrubs and ornamental plants will be used throughout the median for year-round interest, and

WHEREAS, On September 4, 2024, the City Council adopted Resolution 2024-102 for the Del Monte Boulevard Median landscaping and Downtown Marina Streetscape for the following actions; received an updated presentation for the Del Monte Boulevard Landscaping, Multi-Modal Improvements, and Downtown Marina Streetscape project, approved phasing the delivery of the Del
Monte Boulevard Median Landscaping project, authorized the call for bids for the Del Monte Boulevard Median Landscaping Phase 1 Project and provided input and approval of the final concept and formed Ad-Hoc Subcommittee (Mayor Delgado, Council Member McCarthy, and Project Landscape Architect, Bianca Koenig) to discuss landscaping expectations and plant palette, and

WHEREAS, this follow-up presentation for the proposed Del Monte Boulevard Median landscaping and Downtown Marina Streetscape will include the following: summary of input received during the Ad-Hoc Subcommittee Planting Design meeting and proposed final plant palette with sample planting plan, and balance of garden-tolerant native plants and reliable non-native plants, and

WHEREAS, the Del Monte Boulevard Median Landscape Demonstration project (QLR 1901) and Downtown Vitalization Implementation Project (EDC2126) are included in the Capital Improvement Program with a budget of $25,000 and $4,000,000, respectively; and

WHEREAS, the presentation and providing design input for Del Monte Boulevard Landscaping and Multi Modal Improvements and Downtown Marina Streetscape Projects is not a project as defined by the California Environmental Quality Act (CEQA); and

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

1. Receive a follow up presentation for the Del Monte Boulevard Landscaping and Multi-Modal Improvements and Downtown Marina Streetscape; and
2. Provide approval of final planting palette selection for the Del Monte Boulevard Median Landscape project, Phase 1.

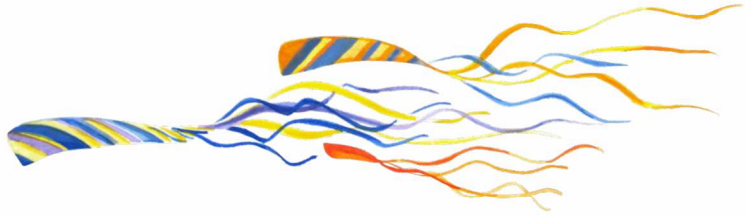
PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of October 2024, by the following vote:

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

_____
Bruce C. Delgado, Mayor

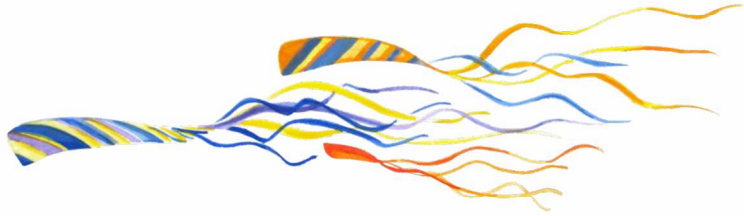
ATTEST:

_____
Anita Sharp, Deputy City Clerk



DEL MONTE BLVD MEDIANS
& DOWNTOWN MARINA STREETSCAPE

City Council Meeting
October 15, 2024

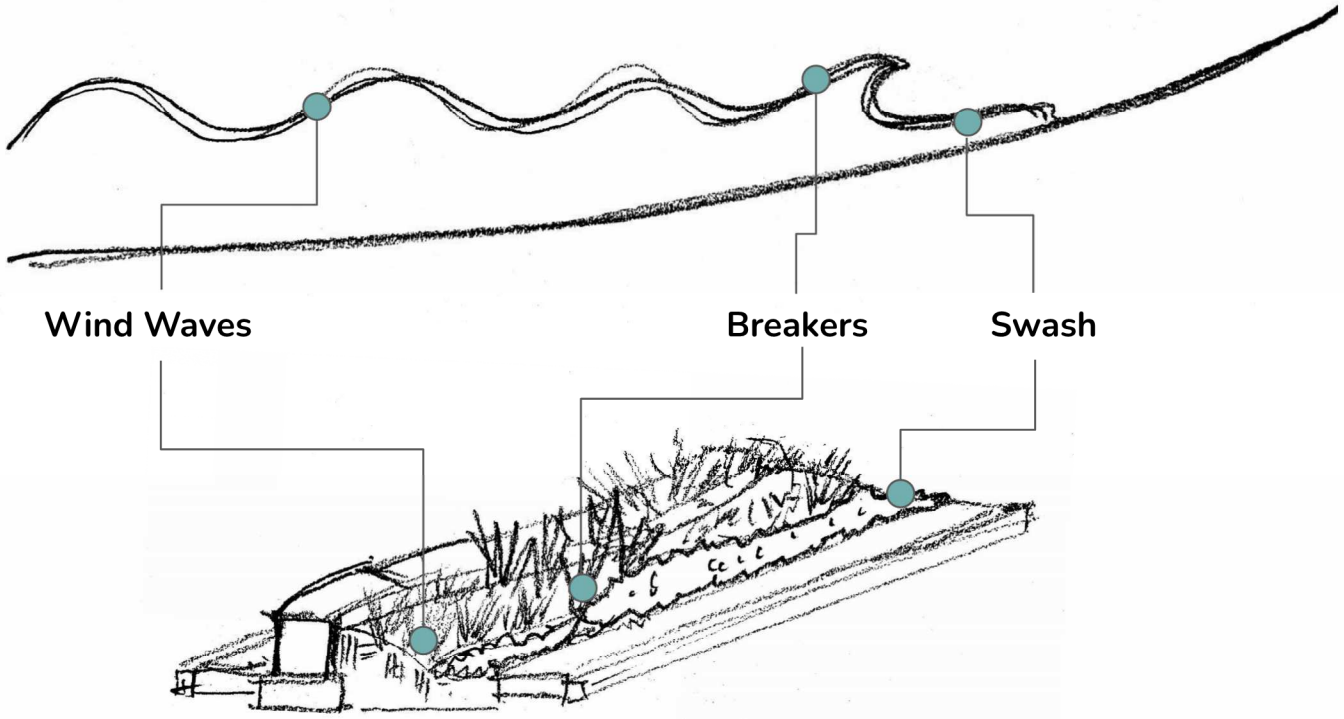


A beautiful and safe place
for residents and visitors of Marina
to linger,
to feel at home,
to connect with diverse people (both familiar and new),
to support local businesses,
to walk and move with wellness,
to delight in art, culture, and play.

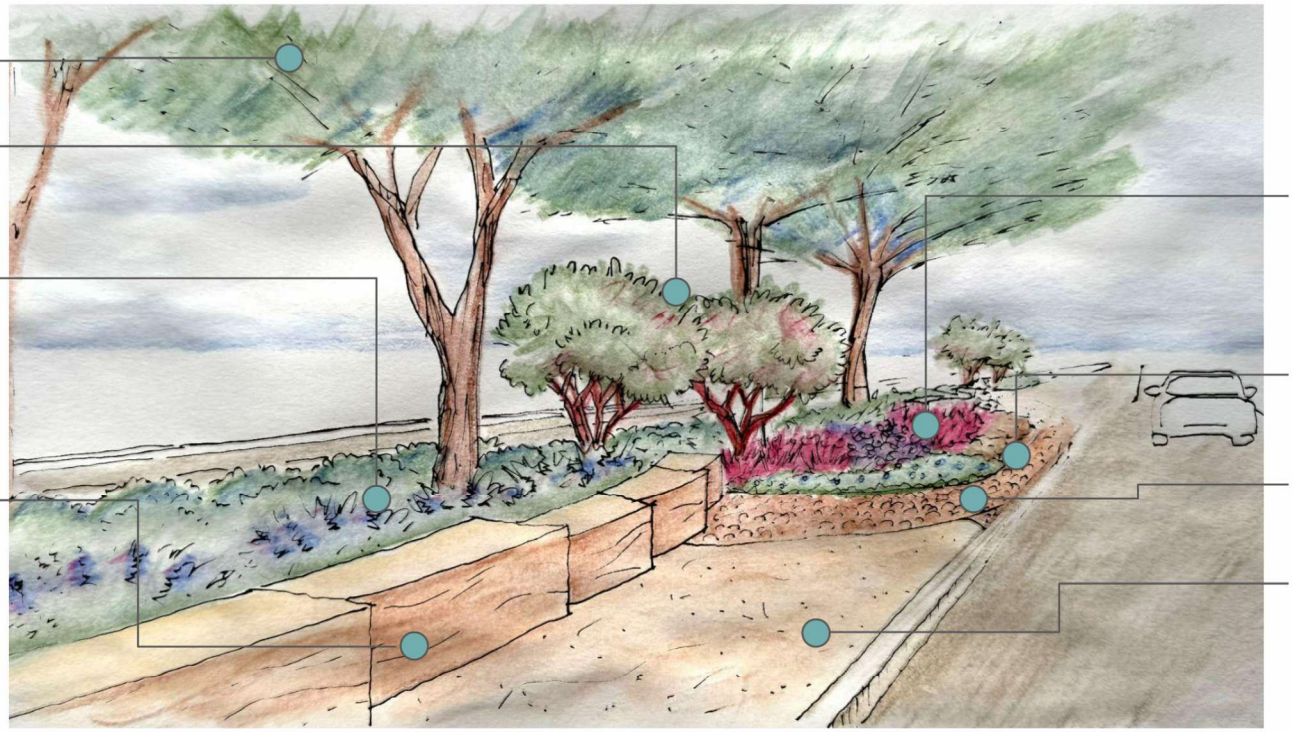
DEL MONTE BLVD MEDIANS

DOWNTOWN MARINA STREETSCAPE

DESIGN CONCEPT

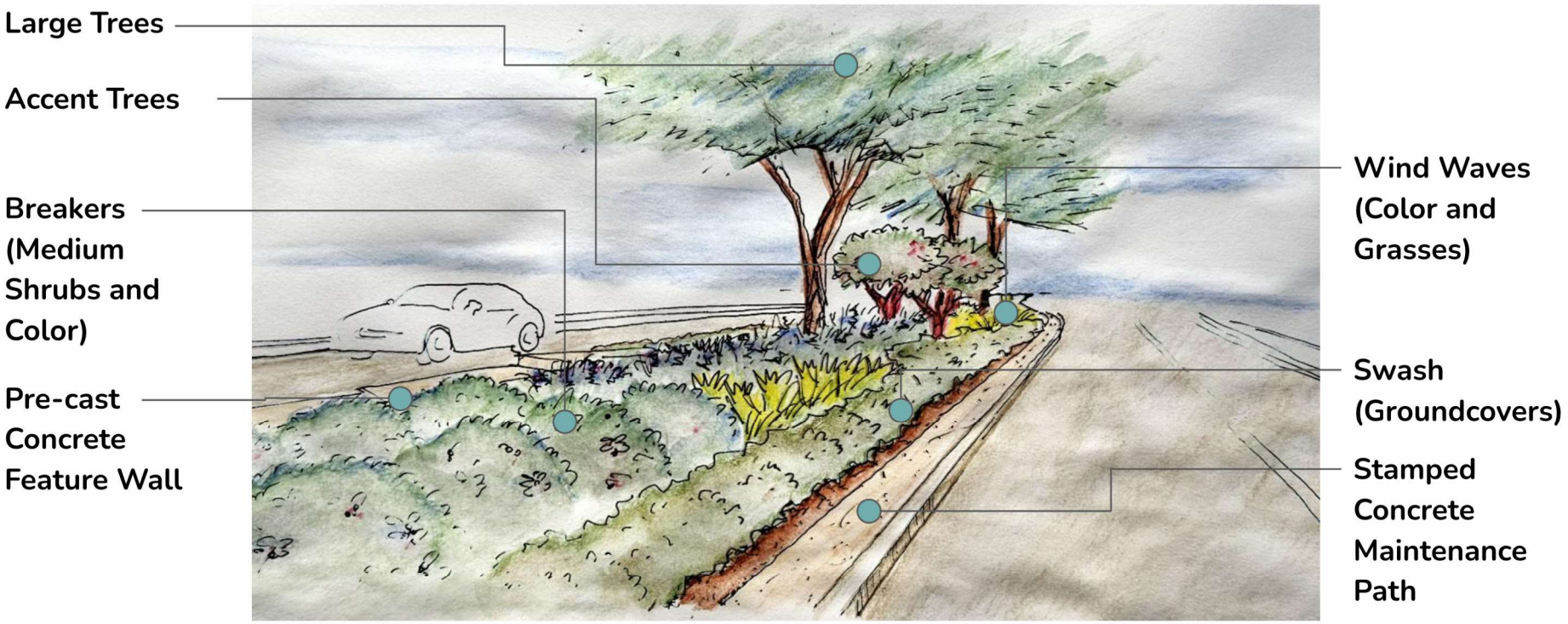


MEDIAN DESIGN - DOWNHILL VIEW



Conceptual, artistic representation, not for construction

MEDIAN DESIGN - UPHILL VIEW

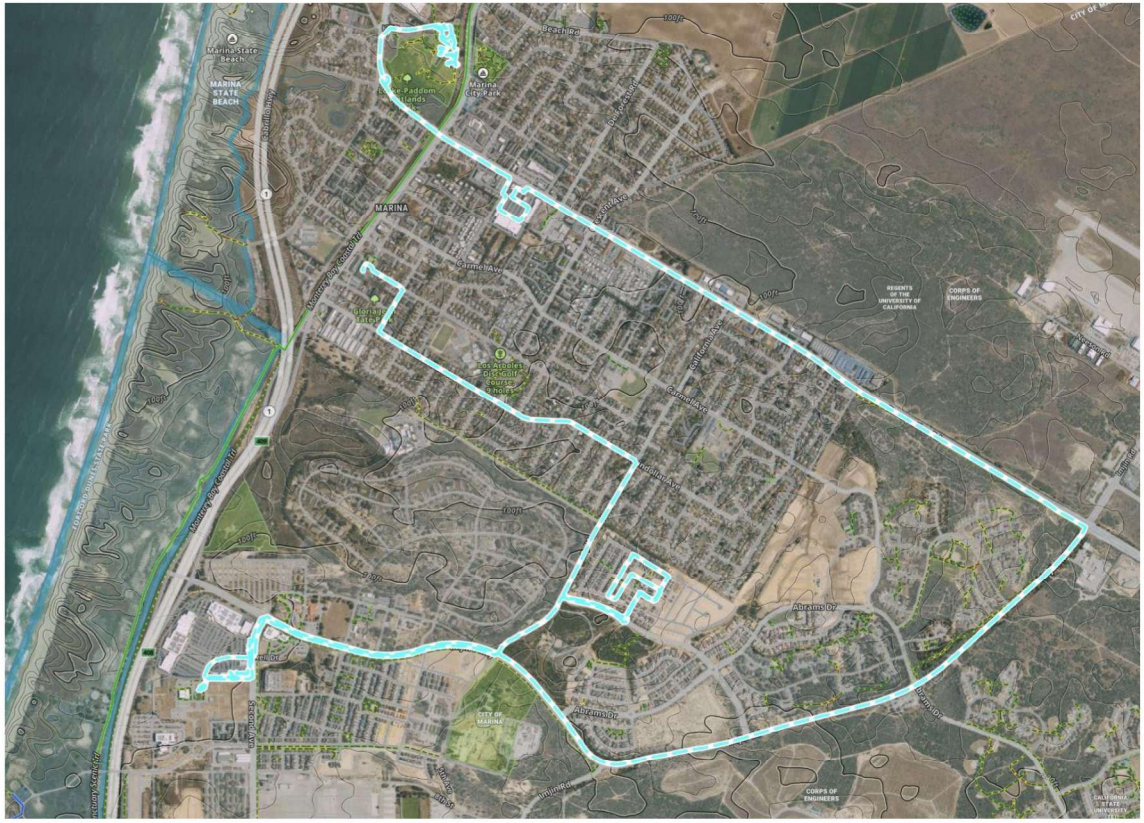


Conceptual, artistic representation, not for construction

PLANT SUB COMMITTEE MEETING SUMMARY

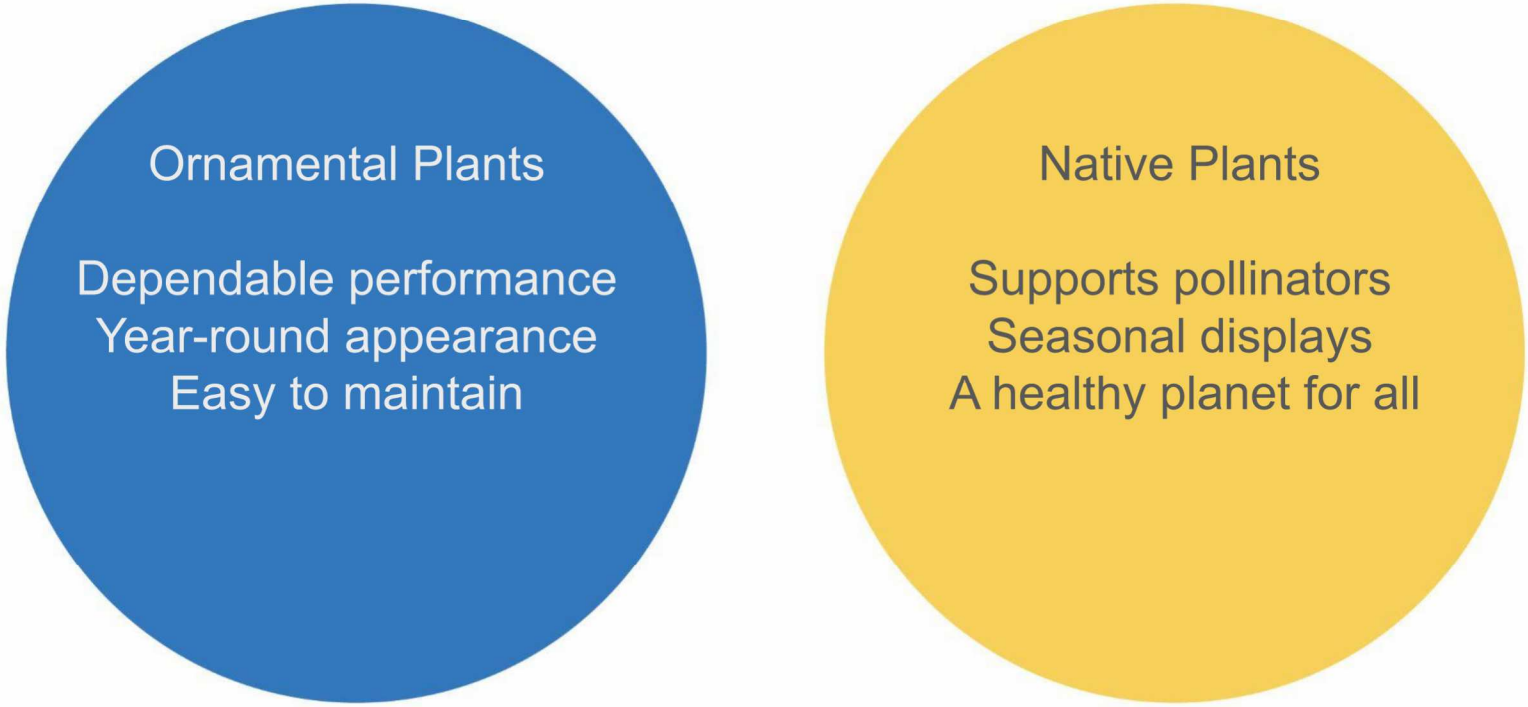
Site Walk:
Marina Library, Locke-Paddon Park, and the Dunes Shopping Center.

Via Car:
Main shopping center at Seacrest Dr. and Reservation Rd. and recent installations within the Sea Haven development.

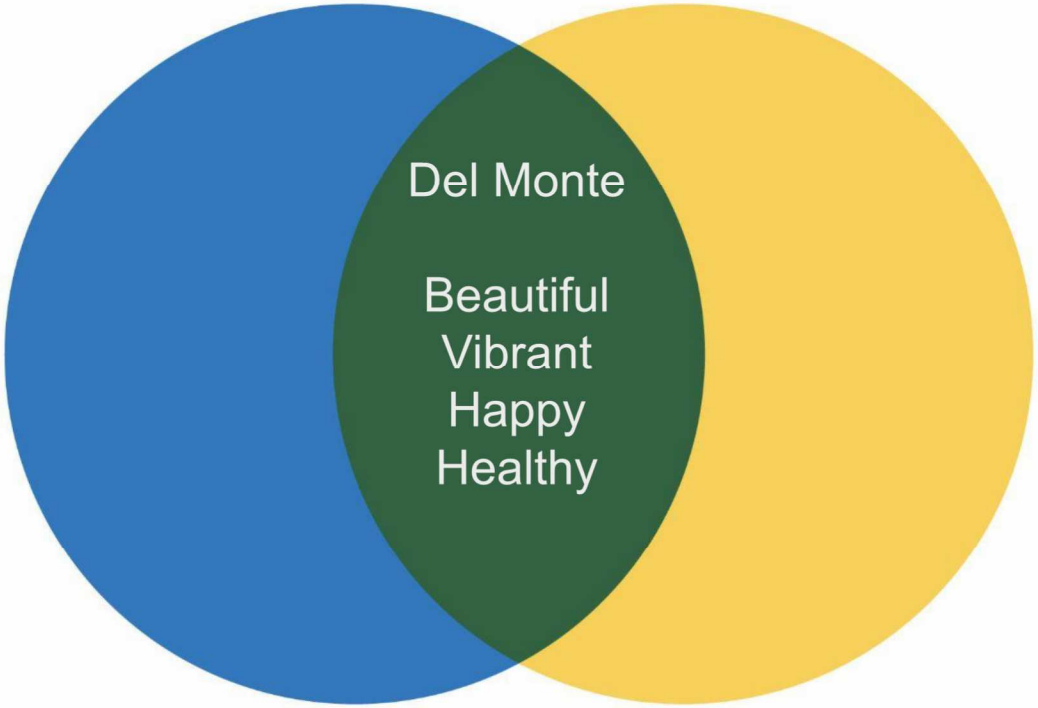


CITY OF MARINA

DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE


Ornamental Plants
Dependable performance
Year-round appearance
Easy to maintain
Native Plants
Supports pollinators
Seasonal displays
A healthy planet for all

THE HAPPY MEDIAN



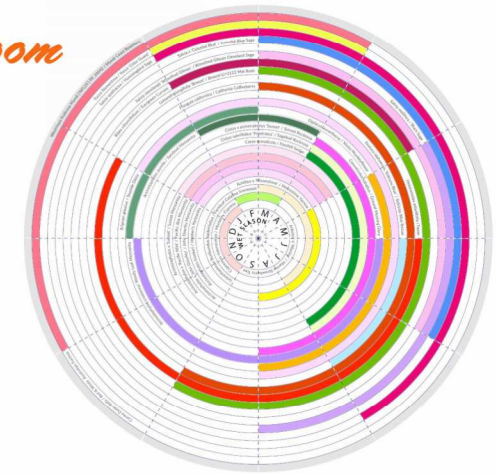
PLANTING DESIGN GOALS

- ✅ Drought-tolerant/water-wise
- ✅ Weed-suppressing plants
- ✅ Proven winners in Marina
- ✅ **Look good year-round (vibrant, beautiful, attractive)**
- ⭐ Multi-functional (pollinator-friendly/bio-diversity)
- ⭐ Locally sourced and/or readily available
- ⭐ Low maintenance
- ⭐ Low nutrient need plants (minimize/eliminate fertilizer)

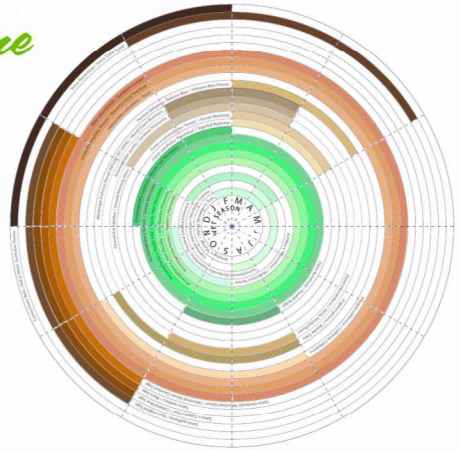
PLANT ANALYSIS

- Year-round color/beauty
- Year-round food/shelter for pollinators/fauna
- Pruning/maintenance schedule
- Size, space, and sightline constraints

Bloom



Prune



PLANTING DESIGN - SUN

DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

12

PLANT LIST - sun

SWASH
(Groundcovers)

Arctostaphylos hookeri 'Monterey Carpet'/
Hooker's Manzanita

Arctostaphylos x 'Pacific Mist' /
Pacific Mist Manzanita

Arctostaphylos pumila / Sand Mat Manzanita

Convolvulus sabatius 'Compacta' /
Ground Morning Glory

Erigeron glaucus / Seaside Daisy

Westringia 'Mundi' / Low Coast Rosemary

WIND WAVES
(Medium Shrubs, Accent Plants)

Arctostaphylos hookerii /
Hooker's Manzanita

Arctostaphylos tomentosa /
Woolly Manzanita

Arctostaphylos 'Sunset' / Sunset
Manzanita

Lomandra longifolia / Mat Rush

Yucca 'Color Guard' / Color Guard Yucca

BREAKING WAVES
(Large Shrubs, Accent Plants)

Correa 'Ivory Bells' / White Australian Fuchsia

Frangula californica / California Coffeeberry

Salvia mellifera / Black Sage

Salvia clevelandii 'Winnifred Gilman' / Winnifred
Gilman Sage

Salvia 'Celestial Blue' / Celestial Blue Sage

PLANTING DESIGN - SHADE

DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

PLANT LIST - shade

EVERGREEN TREE
Cupressus macrocarpa / Monterey Cypress

MULTI-STEM TREE
Arbutus 'Marina' / Strawberry Tree

Heteromeles arbutifolia / Toyon

SWASH (Groundcovers)
Arctostaphylos hookeri 'Monterey Carpet' / Hooker's Manzanita

Arctostaphylos x 'Pacific Mist' / Pacific Mist Manzanita

Arctostaphylos pumila / Sand Mat Manzanita

Correa 'Dusky Bells' / Red Australian Fuchsia

WIND WAVES
(Medium Shrubs, Accent Plants)

Arctostaphylos hookerii / Hooker's Manzanita

Arctostaphylos tomentosa / Woolly Manzanita

Arctostaphylos 'Sunset' / Sunset Manzanita

Carex tumulicola / Foothill Sedge

Diplacus aurantiacus / Sticky Monkeyflower

Salvia spathacea / Hummingbird Sage

BREAKING WAVES
(Large Shrubs, Accent Plants)

Correa 'Ivory Bells' / White Australian Fuchsia

Frangula californica / California Coffeeberry

Ribes viburnifolium / Evergreen Currant

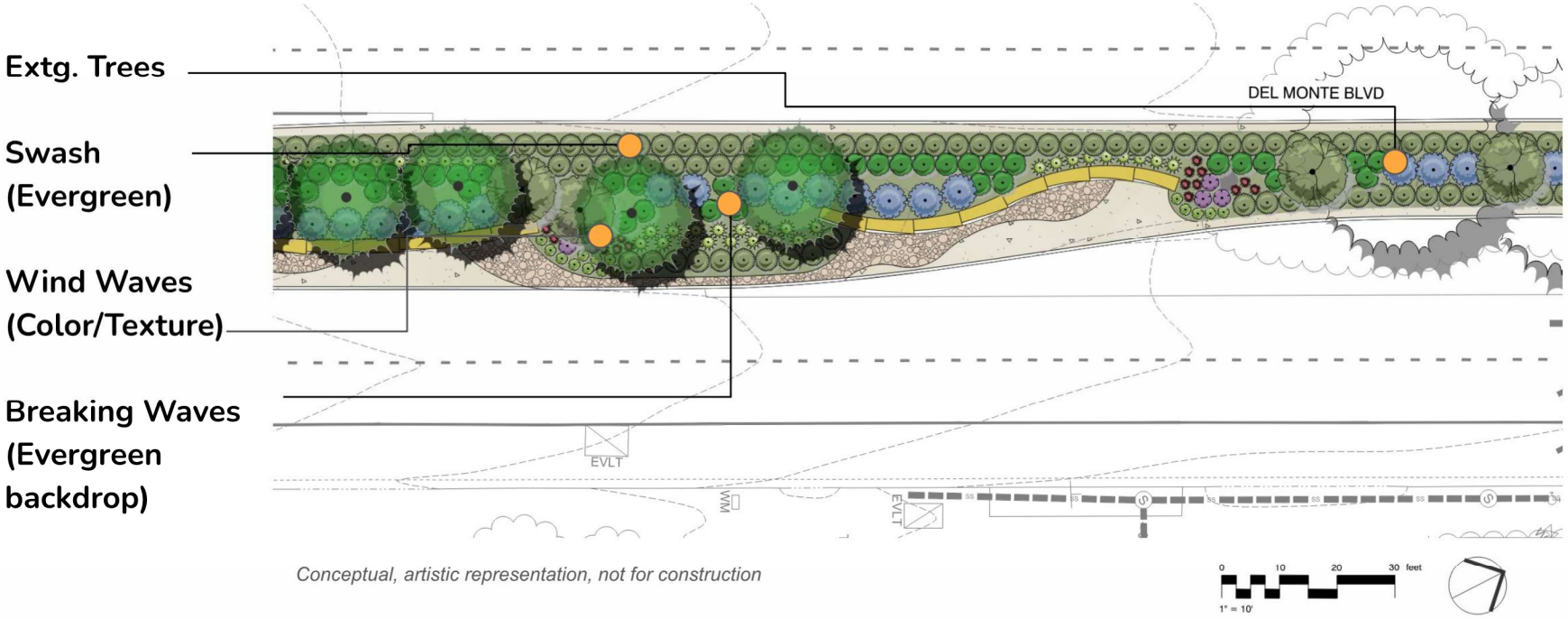
TREE PALETTE

Existing Trees

Large Trees

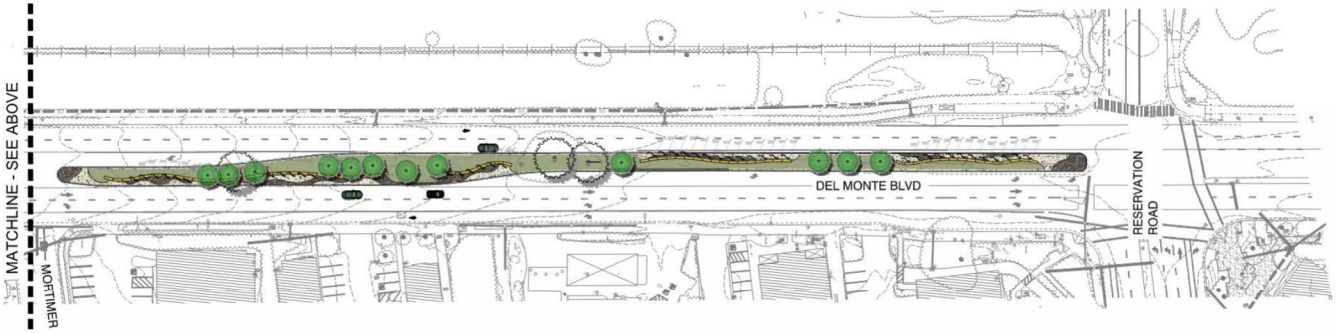
Accent Trees and Large Shrubs

DETAILED DESIGN

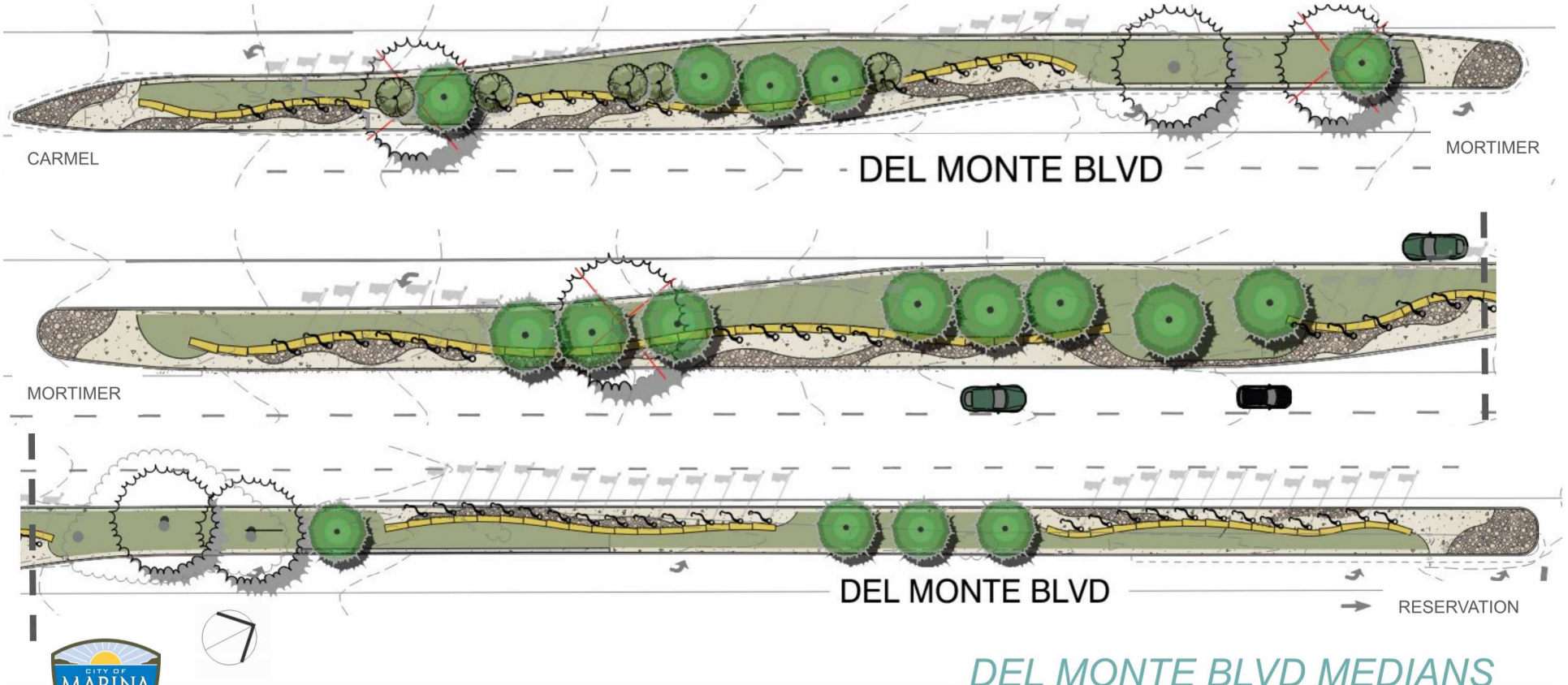


Conceptual, artistic representation, not for construction

PHASE ONE MEDIANS - Carmel to Reservation



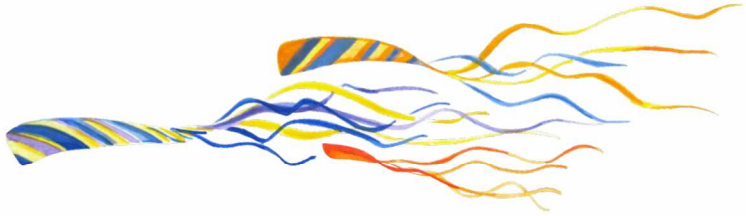
PHASE ONE MEDIANS - Carmel to Reservation



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

19

NEXT STEPS



PHASE ONE: DEL MONTE MEDIAN AND DEL MONTE/RESERVATION INTERSECTION

December 2024	• Final Design Documents and Permitting (Phase 1)
January 2025	• Call for bids
Spring 2025	• Start Construction

PHASE TWO: DEL MONTE BLVD. ROADWAY IMPROVEMENTS

2024-2025	• Coordinate with grant/funding opportunities

CONTACT PROJECT TEAM:

Email: delmonte@cityofmarina.org

City of Marina
Layne Long, City Manager

City Project Manager
Elvie Camacho, Wallace Group

Landscape Architecture
Bianca Koenig, BEK Collective
Matt Wilkins, Wallace Group

Traffic Engineering
Frederik Venter, Kimley Horn
Derek Wu, Kimley Horn

Arborist
Patric Krabacher, DD&A, Inc.

EXHIBIT B

August 19, 2024 Item No. **13b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 4, 2024

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-, RECEIVING An UPDATE PRESENTATION AND, PROVIDING INPUT AND APPROVAL OF FINAL CONCEPT DESIGN AND APPROVAL OF PHASING THE PROJECT DELIVERY FOR DEL MONTE BOULEVARD LANDSCAPING, MULTI-MODAL IMPROVEMENTS, AND DOWNTOWN MARINA STREETSCAPE AND AUTHORIZE CALL FOR BIDS FOR THE DEL MONTE BOULEVARD MEDIAN LANDSCAPING, PHASE 1 PROJECT

REQUEST:

It is requested that the City Council consider approving and adopting Resolution No. 2024-, for the following actions:

1. Receiving an update presentation, **EXHIBIT A**, for the Del Monte Boulevard Landscaping, Multi-Modal Improvements, and Downtown Marina Streetscape, and;
2. Providing input and approval of final concept design, and;
3. Approving phasing the delivery of the Del Monte Boulevard Landscaping, Multi-Modal Improvements, and Downtown Marina Streetscape, and;
4. Authorizing Call for Bids for the Del Monte Boulevard Median Landscaping Phase 1 Project.

BACKGROUND:

Since Marina's incorporation in 1975, the City has facilitated many surveys, public workshops, and studies to vitalize Marina's existing commercial areas in its Central Business District. The closure of Fort Ord military base in 1995 and the loss of jobs and population associated with that further emphasized the need to vitalize the City's downtown.

This was reiterated again with the adoption of the General Plan in 2000 and with other City Council actions in 2001 recognizing that the creation of an attractive pedestrian-friendly and visitor-serving commercial district was key to establishing Marina's identity and image.

In 2002 an Ad Hoc Marina Downtown Committee was formed that encouraged goals to revitalize Marina's retail commercial areas. In its report to the City Council the Committee stated:

"Revitalization of Marina's commercial area along Del Monte Boulevard and Reservation Road was identified by the Marina City Council in 2001 as one of a number of strategic issues which the City needed to address. In its Strategic Issues Report, the Council recognized that the creation of an attractive, pedestrian friendly and visitor-serving commercial district was key to Marina's evolving identity and image.

In 2005, the City Council adopted the Marina Downtown Vision and Downtown Design Guidelines for developing a vital downtown core. This Vision Plan illustrated design concepts for Downtown Marina. While the Plan focused on the Reservation Road corridor, it identified concepts for public streetscape right-of-way that would provide benefits of reduced automobile speeds, safe pedestrian crossings, wider sidewalks, and accommodation of multiple modes of transportation (cars, buses, bicycles, and pedestrians). Suggested concepts included:

- Reduce through-traffic travel lanes from four lanes to two lanes
- Provide roundabouts at key intersections
- Provide on-street parallel parking
- Provide bicycle lanes
- Provide wider sidewalks to encourage pedestrian travel
- Provide pedestrian street crossings to improve pedestrian visibility for drivers, and to reduce pedestrian crossing distance and time
- Provide landscaped medians
- Consider public art as part of the streetscape

It was then decided that to fulfill this vision a Specific Plan should be developed. The Downtown Vitalization Specific Plan was initiated in 2006. The stated goal of the Plan was to "transform Central Marina and its two major corridors, Reservation Road and Del Monte Boulevard, into a unique, vibrant, and pedestrian-friendly Downtown with diverse shopping venues and increased housing opportunities."

A draft of the Downtown Vitalization Specific Plan was presented publicly in March 2011. The overall goals of the Specific Plan included:

- Create a destination center for the Marina community that accommodates a mix of commercial, retail, dining, entertainment, and residential uses served by a multi-faceted transportation system
- Establish Downtown as a place of cultural, social, economic, and civic vitality.
- Maximize the City's ability to capture economic opportunities that may otherwise be lost to competing jurisdictions.

The Final Plan was never formally approved, and due to lack of funding the project stalled again until 2017 when the City Council appointed another Ad Hoc Committee to address new issues in the Downtown and complete the long-anticipated Specific Plan. This process has been actively going on since 2018. Draft Plans and Environmental Impact Reports have now been completed and the Final Downtown Vitalization Specific Plan is going before the Planning Commission this month, and to the City Council in October 2024 for final approval. The Vision of the Specific Plan is to establish Downtown Marina as:

"A place with a unique, small coastal town character where people can work, live, and shop in an environment that creates a feeling of cohesiveness, compactness, and individual community identity; a place with a vibrant economy that accommodates a variety of businesses, residences, and civic uses; and, a place that is architecturally pleasing and sustainable, achieved through attractive storefronts, eco-friendly design, and plentiful landscaping and pedestrian amenities to encourage people to walk along tree-lined streets and socialize in civic and public spaces."

One of the Specific Plan key goals is, "Invest in strategic infrastructure projects through the City's Capital Improvement Program to upgrade pavement and enhance traffic circulation."

Since the City's incorporation in 1975, it has been a desire and goal to improve and vitalize the City's Downtown Business District. Lack of funding has been a primary deterrent to achieving this goal. The Del Monte Boulevard Medians & Downtown Marina Streetscape final concept plan before the City Council tonight is a beginning step to achieving this goal from almost 50 years ago.

The Downtown Vitalization Specific Plan has an implementation section that identifies various strategies to move the plan forward which will require investment from both the public and private sector. This Del Monte Boulevard Medians & Downtown Marina Streetscape Plan represents a major public investment that will transform the medians into a welcoming and identifying placemaker for the Downtown Business District, and will begin the streetscape transformation of reducing automobile speeds and pedestrian and bike improvements envisioned in 2005 by reducing the travel lines from four to two and building key roundabouts that will better serve the City's needs and transition away from what originally functioned as a state highway.

To that end, the City Council included $4M funding within the current Capital Improvement Program (Project No. EDC2126) for landscape and right-of-way streetscape improvements to serve as a change catalyst to initiate beneficial changes in the downtown.

The City also applied for and was successful in being selected for a Regional Surface Transportation Improvement Program funding in the amount of $ 1,717,500 to implement pedestrian and bicycle safety improvements at the intersection of Del Monte Boulevard and Reservation Road.

ANALYSIS:

The City has engaged the services of Wallace Group and BEK Collective to develop median landscape plans and streetscape features for consideration. The traffic engineering firm, Kimley-Horn has modeled traffic in response to a road diet (reduction from four automobile lanes to two automobile lanes with additional bicycle and pedestrian facilities), as well as intersection roundabouts at Del Monte Boulevard/ Reindollar Avenue and Del Monte Boulevard/Palm Street intersections. The road diet addresses traffic speeds with traffic calming and multi-modal improvements for more balanced and safer vehicular, bicycle, and pedestrian use.

An online survey and several well attended communities outreach events were completed to collect input and feedback. The concept plans for the Del Monte Boulevard Median landscaping, downtown streetscape, and lane reallocation, and intersection roundabouts were presented to the Public Works Commission on November 16, 2023. Input from community outreach events and the Public Works Commission was addressed and are included in the presentation.

At the December 5th, 2023, City Council meeting, BEK Collective and Kimley Horn presented landscaping concept and traffic simulation for the multi-modal improvements for the Del Monte Boulevard. The traffic simulation showed that the road diet meets the city's standards for level of service for the intersections. Additionally, it showed that the northbound and southbound travel times along Del Monte from Highway 1 to Reservation Road did not increase from today's traffic volume and the traffic volume projected at 2040 with the road diet and two roundabouts. The road diet does not work as far as maintaining or improving travel times without the two roundabouts.

The City Council continued the discussion of this project on February 6th, 2024, City Council meeting and provided feedback to staff regarding cultural art area, plants and shrubs, median lighting, flags, bicycle safety and maintenance of proposed improvements.

Since the last presentation, staff/consultants completed the following:

- Arborist Report, **EXHIBIT B**
- Tree Committee Approval, **EXHIBIT B**
- ATP Grant Application for $14.2 million submitted for the proposed roundabouts, road diet and streetscape. The horizontal layouts of roundabouts and road diet were refined to

address Right of Way limits and enhance traffic calming features, (Roundabout footprints and median alignments are slightly different from previous presentation).
- Topographic Survey of existing conditions

The Del Monte Boulevard Landscaping, Multi-Modal Improvements, and Downtown Marina Streetscape project is recommended to be phased for delivery due to funding source and construction efficiency. The Del Monte Boulevard Landscaping, Phase 1 Project will include the installation of landscaping improvements of medians between Reservation Road and Carmel Avenue. Phase 2 of the Del Monte Boulevard Landscaping will be incorporated during the construction of the proposed roundabouts and road diet and streetscape.

The arborist identified twenty-two total existing trees in the proposed project site, Del Monte Blvd. median between Reservation Road and Highway 1 on ramp. The Tree Committee approved removal of eleven trees, one (1) Monterey cypress, four (4) paperbarks, four (4) myoporums and two (2) olive trees. All trees to be removed are in poor health condition and are located within the raised median of Del Monte Blvd. Impact of the proposed construction will exacerbate their conditions and become a safety hazard. In the event of failure any of the trees could cause a safety issue for passing cars and their occupants.

Tree replacements shall be planted at a 2:1 ratio for a total of twenty-two new trees. Staff recommends tree replacement with Monterey cypress with accent colorful low-profile trees/large shrubs such as Arbutus 'Marina' and Toyon. Monterey cypress is recommended as it thrives in windy areas and blends well with the existing Monterey cypress to remain.

The planting palette is a balance of California native species and high performing, low water demand, low maintenance, non- invasive, and Marina weather/soils tolerant ornamentals. This palette includes a mix of groundcovers, ornamental grasses, small to medium shrubs and accent color for texture and movement inspired by the wind and waves of the region.

The median will include hard scape of stamped concrete and cobble stones to match existing, decorative concrete and cobble stone paving to remain. The landscaping includes low, precast concrete modular walls scalloping along the median. Decorative and interactive lights will be incorporated on the walls and can be programmed to change colors for City events. Flag holders will be re-established along the medians.

The Del Monte Boulevard Median Landscape project, Phase 1 is estimated to be in construction in Spring 2025.

The Reservation Road and Del Monte Boulevard Intersections Safety Improvements Project, a grant funded project is currently being designed and will be presented at a future City Council meeting. Construction of these two projects will be coordinated to minimize public inconvenience and maximize construction efficiencies.

FISCAL IMPACT:

The Del Monte Boulevard Median Landscape Demonstration project (QLR 1901) and Downtown Vitalization Implementation project (EDC2126) are included in the Capital Improvement Program with a budget of $25,000 and $4,000,000, respectively funded from the General Fund. At this point, the funding may be sufficient to cover all the median landscaping improvements. The Phase 1 landscaping is estimated to cost $2.1 million. The Phase 2 landscaping portion is estimated to cost $1.9 million.

The Del Monte Boulevard improvement portion of this project from Reservation Road to Hwy 1 consisting of the road diet reduction from four to two lanes, roundabouts, bike and pedestrian facilities, and streetscape improvements is estimated to cost $16.2 million dollars. The City has applied for a $14.2 million dollar transportation grant for the design and construction of the Del Monte Boulevard improvements. This grant will require a $2.0 million dollar match (not yet funded) from the city if approved.

The project competes for a share of $568M in funding available through the Active Transportation Program Grants (ATP). Award and certification are anticipated to be announced in December of 2024 or January 2025. Design and construction of this phase of work is contingent on successful grant selection of the project

California Environmental Quality Act (CEQA)

The presentation and providing design input for Del Monte Boulevard landscaping and multi modal improvements and downtown Marina streetscape is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

CONCLUSION:

This request is submitted to the City Council for consideration and input.

Respectfully submitted,

_____

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

REVIEWED/CONCUR:

_____

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA RECEIVING AN UPDATE PRESENTATION AND, PROVIDING INPUT AND APPROVAL OF FINAL CONCEPT DESIGN AND APPROVAL OF PHASING THE PROJECT DELIVERY FOR DEL MONTE BOULEVARD LANDSCAPING, MULTI-MODAL IMPROVEMENTS, AND DOWNTOWN MARINA STREETSCAPE AND AUTHORIZE CALL FOR BIDS FOR THE DEL MONTE BOULEVARD MEDIAN LANDSCAPING, PHASE 1 PROJECT

WHEREAS, the City of Marina is in the process of developing a Downtown Vitalization Specific Plan. One aspect of this plan is changing the right-of-way to better serve the City's needs and transition away from what originally functioned as a state highway; and

WHEREAS, the Del Monte Boulevard Median Landscape Demonstration project (QLR 1901) and Downtown Vitalization Implementation Project (EDC2126) are included in the Capital Improvement Program with a budget of $25,000 and $4,000,000, respectively; and

WHEREAS, staff have engaged the services of the Wallace Group and BEK Collective to develop median landscape plans and streetscape features for consideration. The traffic engineering firm, Kimley-Horn has modeled traffic in response to a road diet (reduction from four automobile lanes to two automobile lanes with additional bicycle and pedestrian facilities), as well as possible intersection roundabouts on Del Monte Boulevard between Highway 1 and Reservation Road. The road diet addresses traffic calming and multi-modal improvements for a more balance and safer vehicular, bicycle and pedestrian use; and

WHEREAS, an online survey and several well attended community outreaches were completed to collect input and feedback. The concept plans for the Del Monte Boulevard Median landscaping, downtown streetscape, and lane reallocation and intersection roundabouts were presented to the Public Works Commission on November 16, 2023; and

WHEREAS, on December 5th, 2023, the City Council Meeting, BEK and Kimly Horm presented landscaping concept and traffic simulation for the multi-modal improvements for the Del Monte Boulevard. The City Council continued the discussion of this project on February 6th, 2024, City Council meeting and provided feedback to staff regarding cultural art area, plants and shrubs, median lighting, flags, bicycle safety and maintenance of proposed improvements.; and

WHEREAS, since the last presentation, staff completed the following: Arborist Report, **EXHIBIT B,** Tree Committee Approval, **EXHIBIT B** and ATP Grant Application submitted for the proposed roundabouts, road diet and streetscape. The horizontal layouts of roundabouts and road diet were refined to address Right of Way limits and enhance traffic calming features, (Roundabout footprints and median alignments are slightly different from previous presentation); and

WHEREAS, the presentation and providing design input for Del Monte Boulevard Landscaping and Multi Modal Improvements and Downtown Marina Streetscape Projects is not a project as defined by the California Environmental Quality Act (CEQA); and

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

1. Received an update presentation for the Del Monte Boulevard Landscaping and Multi-Modal Improvements and Downtown Marina Streetscape; and
2. Provided input and approval of final concept design; and
3. Approved phasing the delivery of the Del Monte Boulevard Landscaping, Multi-Modal Improvements, and Downtown Marina Streetscape; and
4. Authorized Call for Bids for the Del Monte Boulevard Median Landscaping Phase 1 Project.

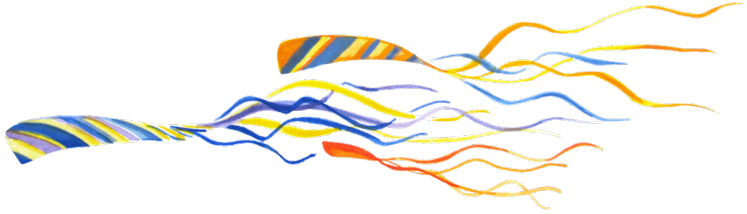
PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 4th day of September 2024, by the following vote:

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

_____
Bruce C. Delgado, Mayor

ATTEST:

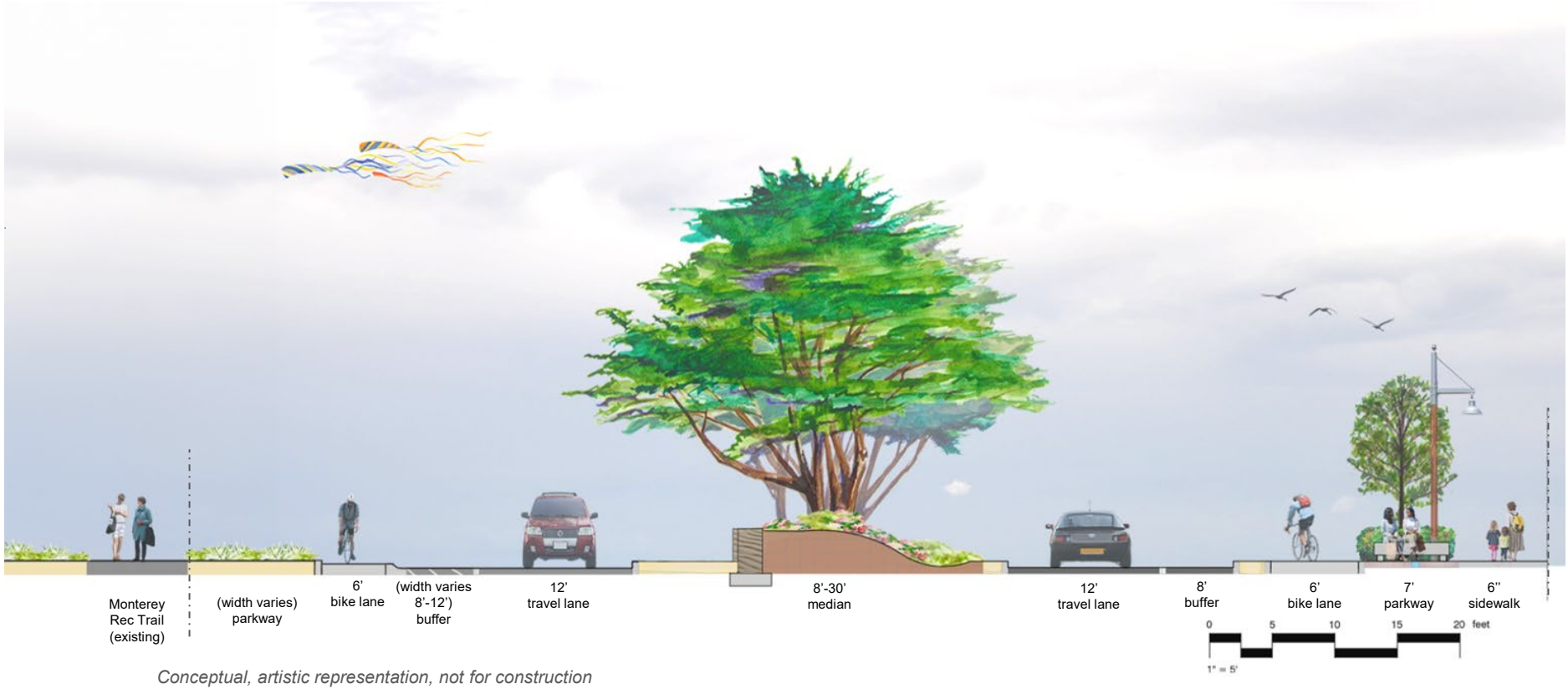
_____
Anita Sharp, Deputy City Clerk



DEL MONTE BLVD MEDIANS
& DOWNTOWN MARINA STREETSCAPE

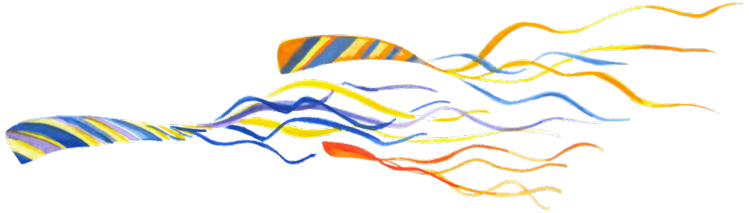
City Council Meeting
September 4, 2024

SPEED LIMIT 40
EXISTING



Conceptual, artistic representation, not for construction

DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



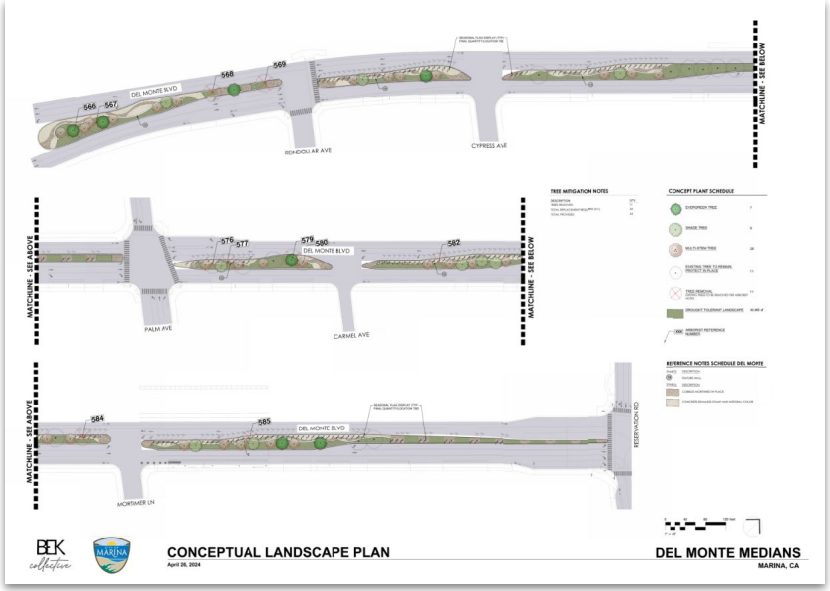
A beautiful and safe place
for residents and visitors of Marina
to linger,
to feel at home,
to connect with diverse people (both familiar and new),
to support local businesses,
to walk and move with wellness,
to delight in art, culture, and play.

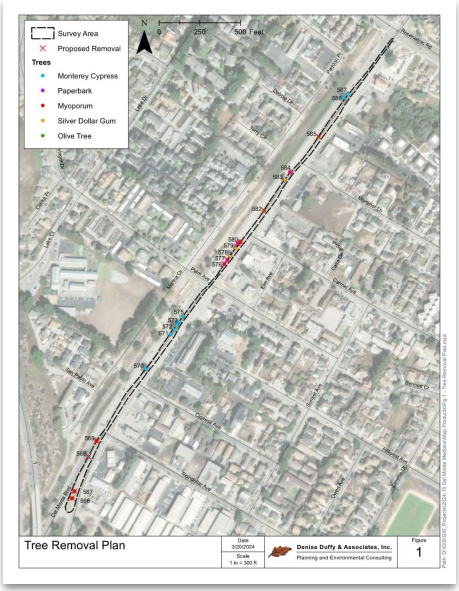
TREE COMMITTEE REVIEW

Trees for Removal*: 11

Tree Replacement Required (2:1): 22

*Tree removal due to poor/declining tree health and potential for disease.





TREE COMMITTEE REVIEW

Survey Area

Proposed Removal

Trees

Monterey Cypress	1
Paperbark	4
Myoporum	4
Silver Dollar Gum	0
Olive Tree	2

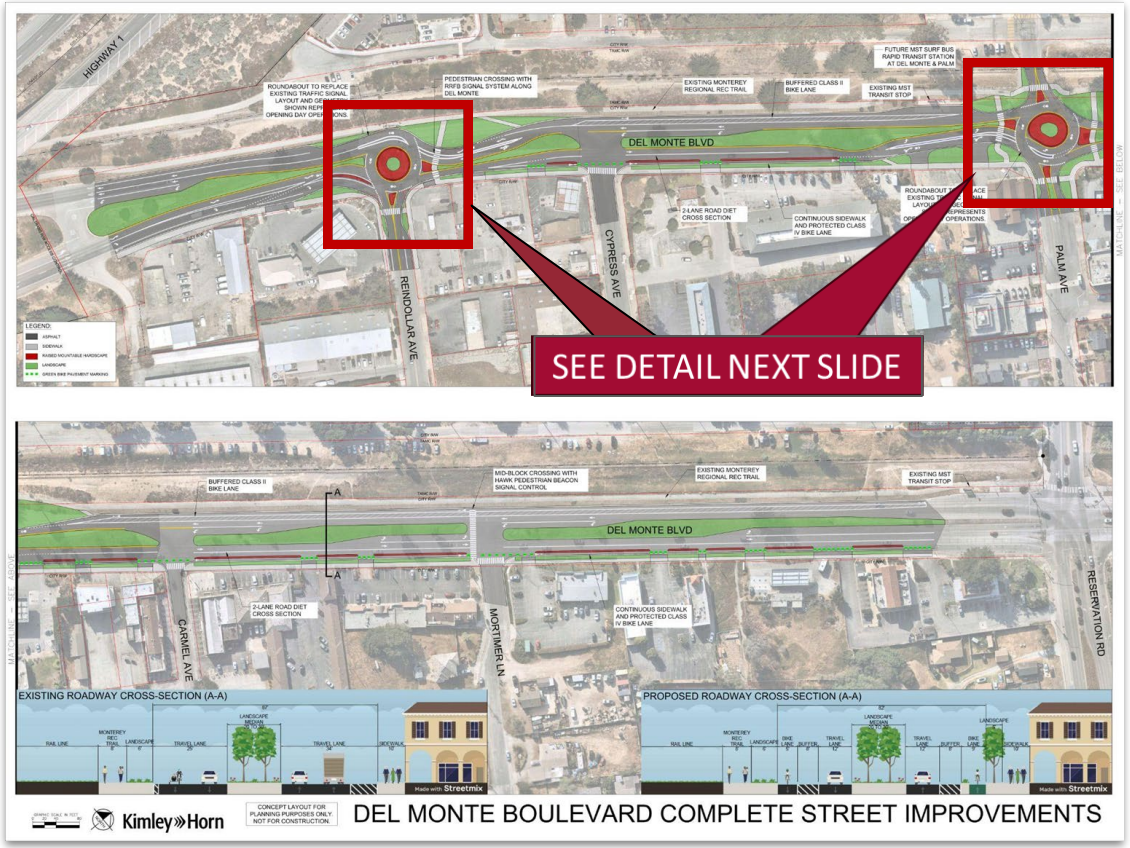
Total Trees for removal: 11

N 0 250 500 Feet

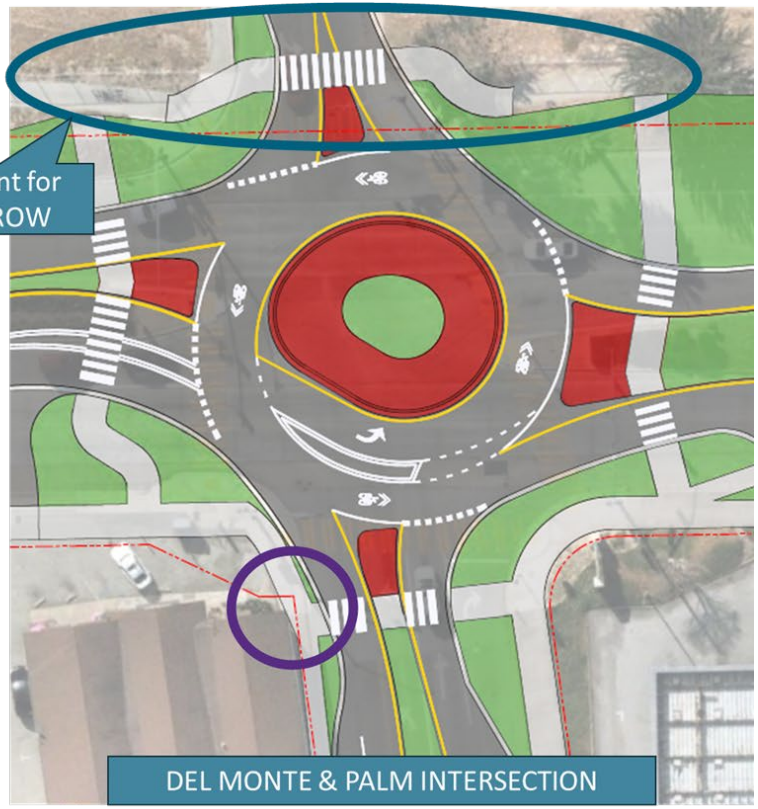
TRAFFIC SAFETY

Updates:

- ATP Grant Submitted
- Property/ROW limits
- Final Curve Design



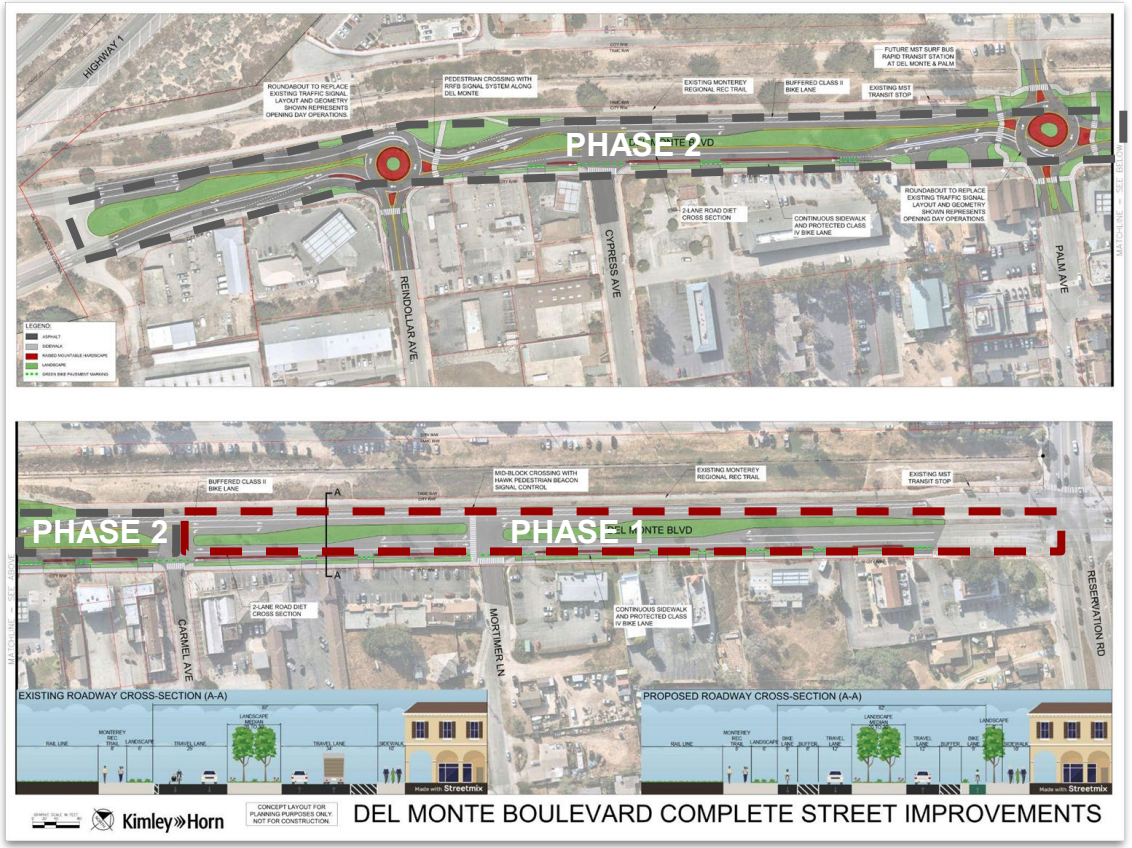
ROW Corners
DEL MONTE & REINDOLLAR INTERSECTION

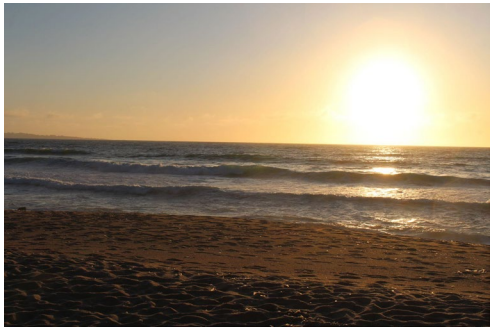

Easement for
TAMC ROW
DEL MONTE & PALM INTERSECTION

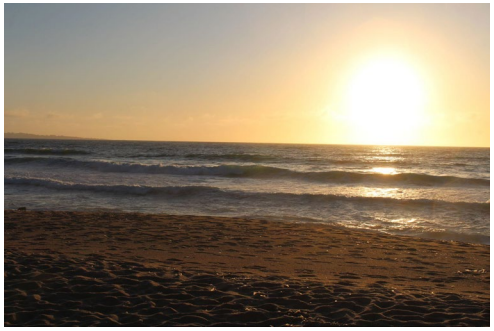
PROJECT PHASING

PHASE 1

Landscape Median from Carmel to Reservation





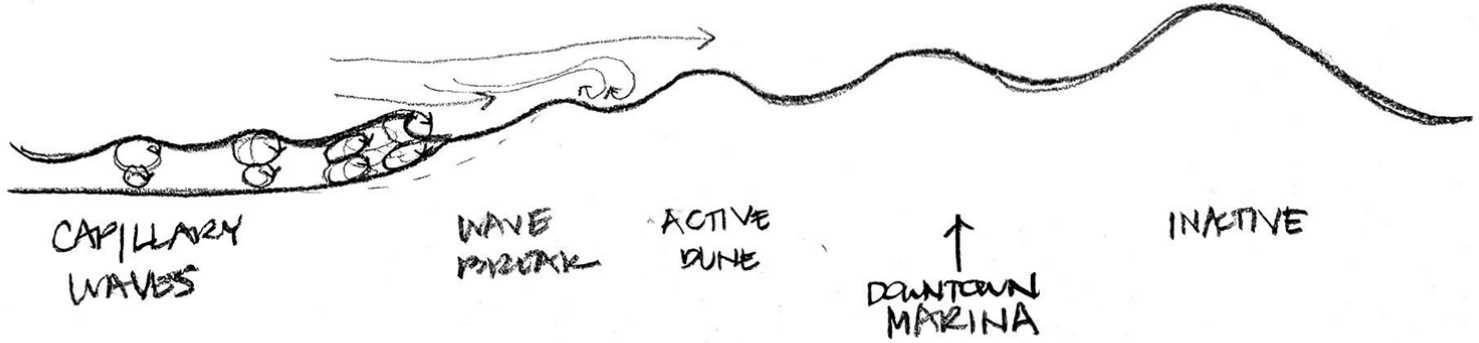


DESIGN CONCEPT

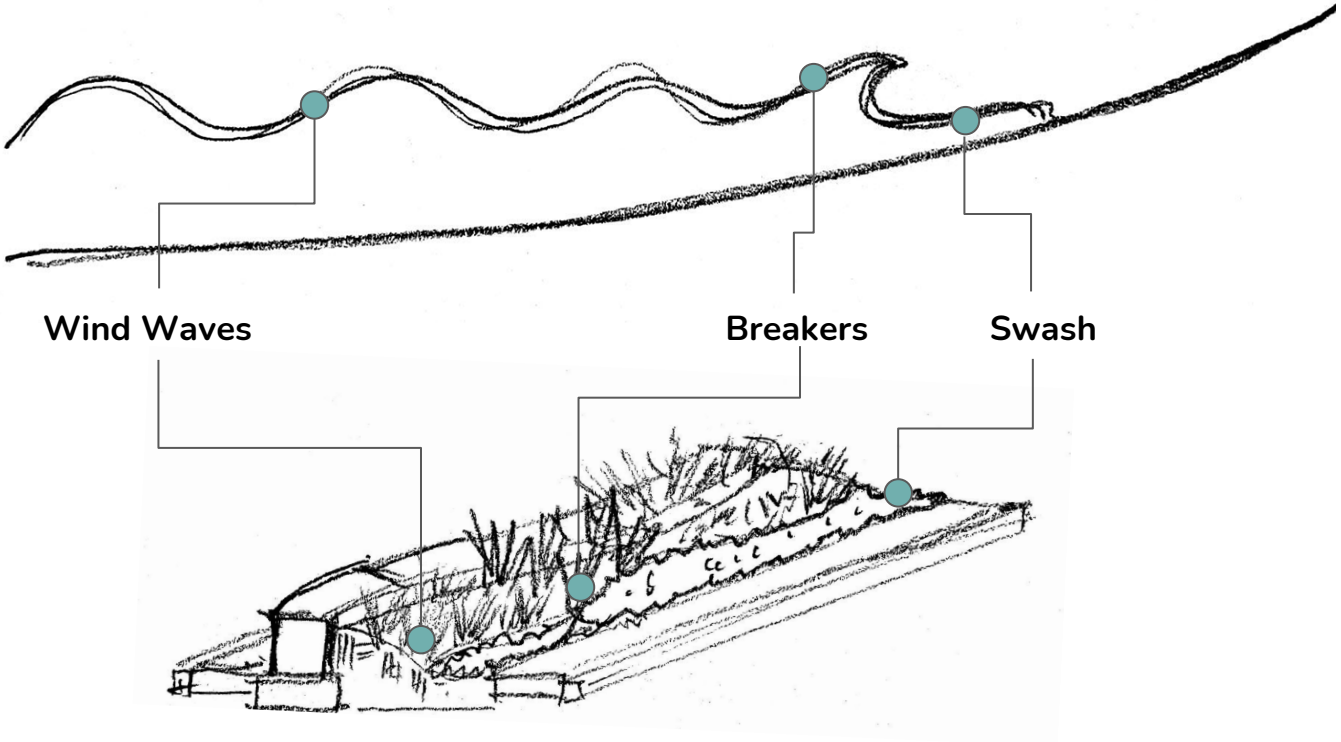
Wind shapes **Waves**.
Waves shape **Stone**.
Water shapes **Light**.

=

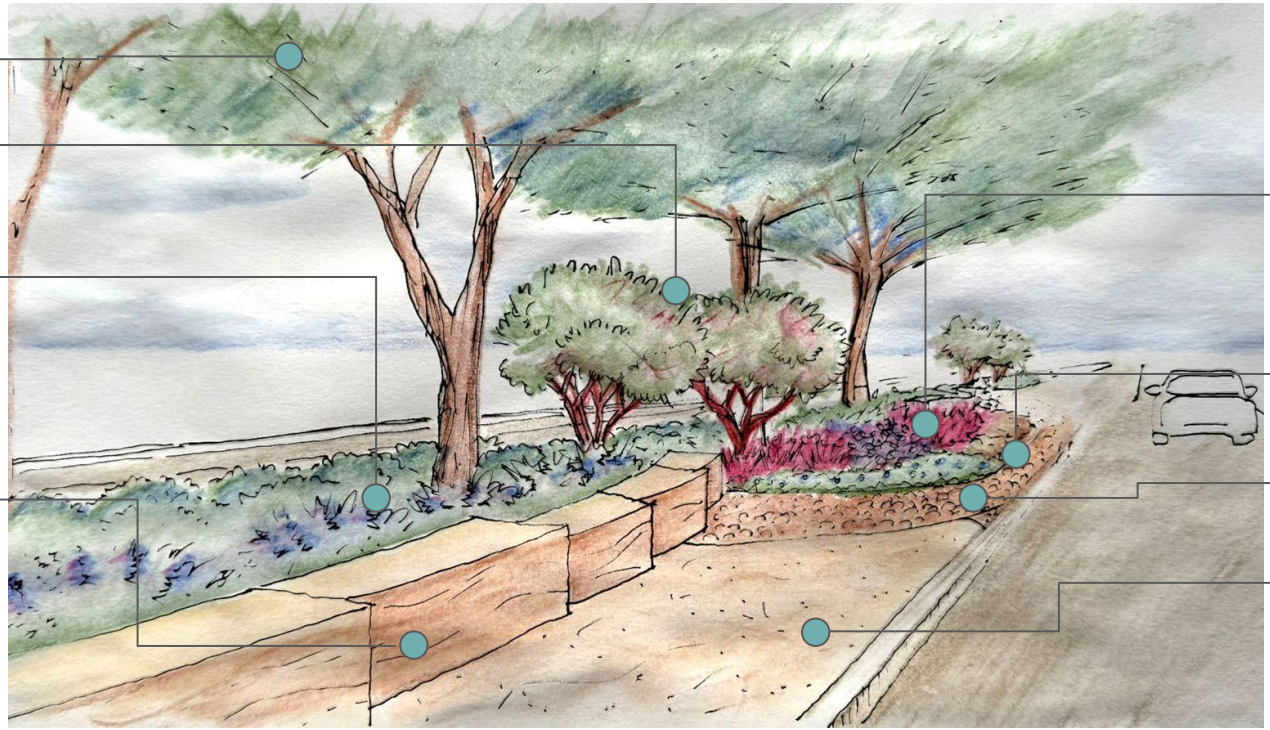
Coastal habitats and the land that makes Marina unique.



DESIGN CONCEPT



MEDIAN DESIGN - DOWNHILL VIEW



Conceptual, artistic representation, not for construction

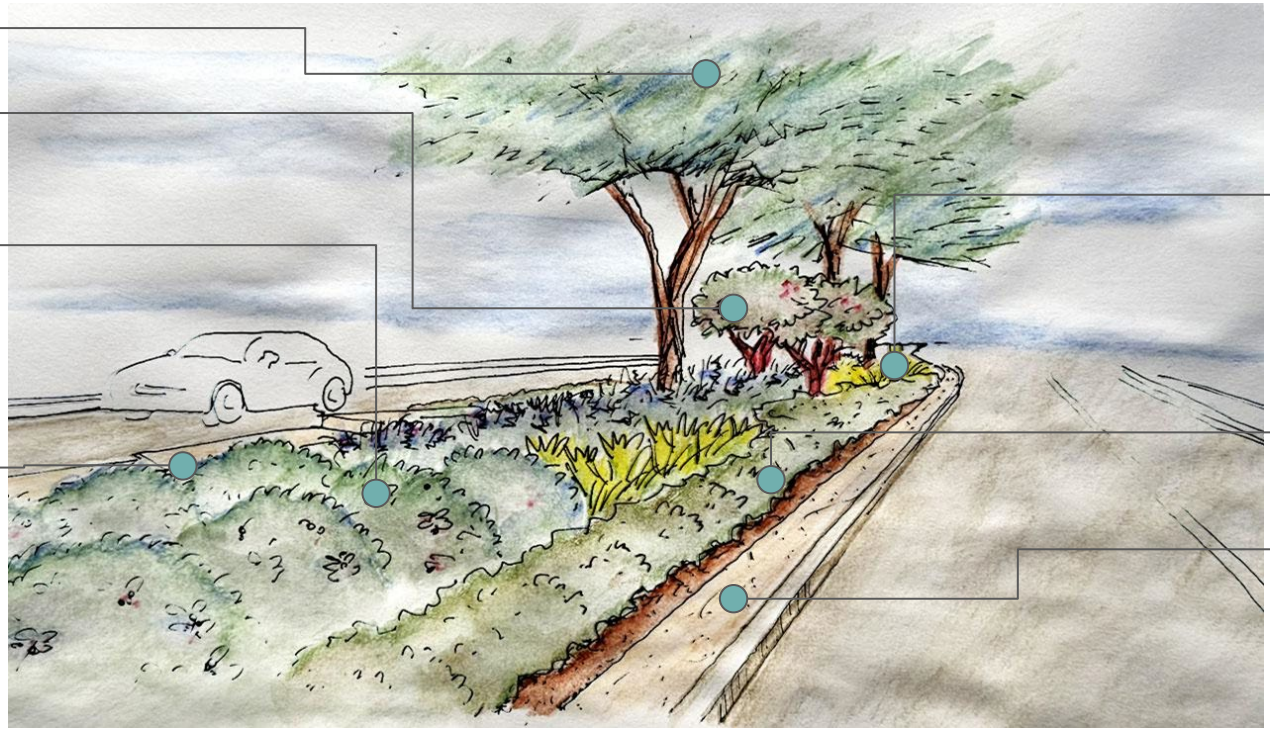
MEDIAN DESIGN - UPHILL VIEW

Large Trees

Accent Trees

Breakers (Medium Shrubs and Color)

Pre-cast Concrete Feature Wall



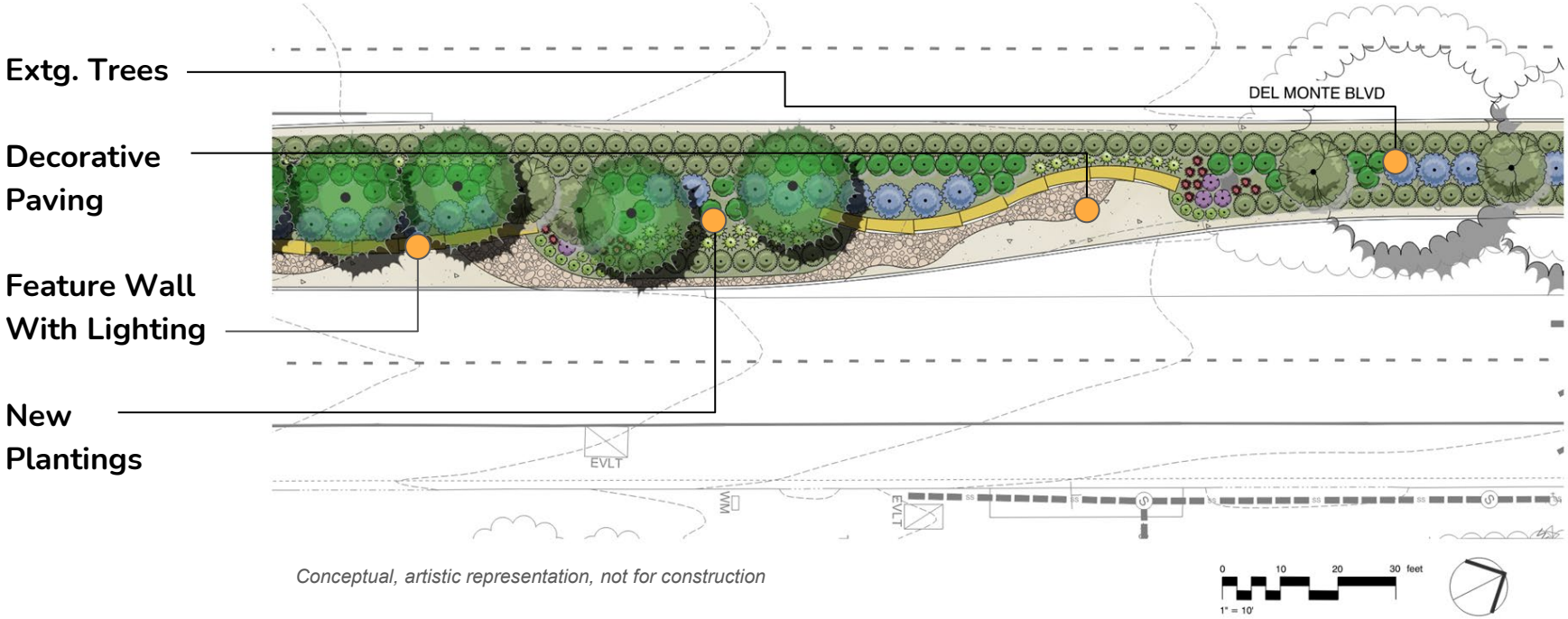
Wind Waves (Color and Grasses)

Swash (Groundcovers)

Stamped Concrete Maintenance Path

Conceptual, artistic representation, not for construction

DETAILED DESIGN



Conceptual, artistic representation, not for construction

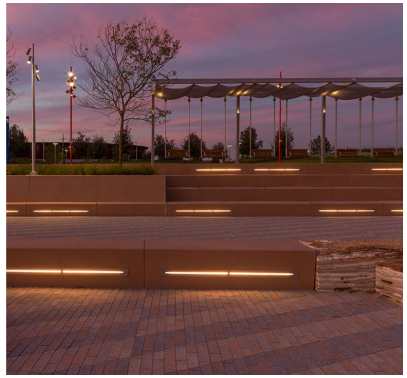
DECORATIVE PAVING

“Sandy Beach” Concrete

“Beachcomber” Cobble

FEATURE WALL

FEATURE WALL - LIGHTING



FEATURE WALL - LIGHTING

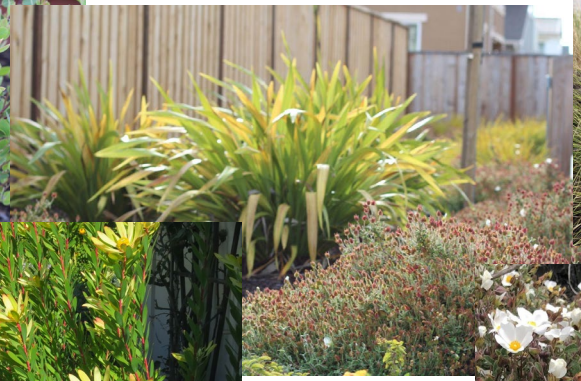
Conceptual, artistic representation, not for construction

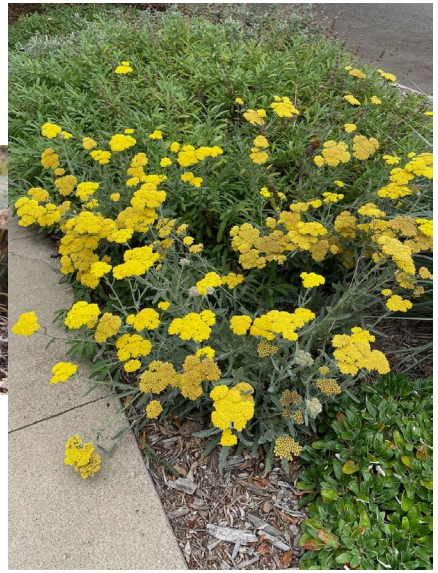
PLANTING DESIGN

- ☑ Drought-tolerant/water-wise
- ☑ Weed-suppressing plants
- ☑ Proven winners in Marina
- ☑ Look good year-round

PLANTING DESIGN

PLANTING DESIGN





PLANTING DESIGN

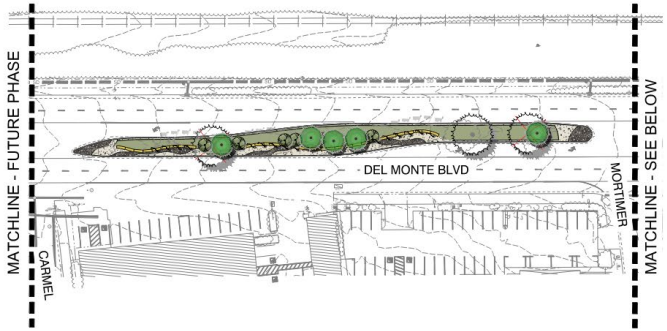
TREE PALETTE

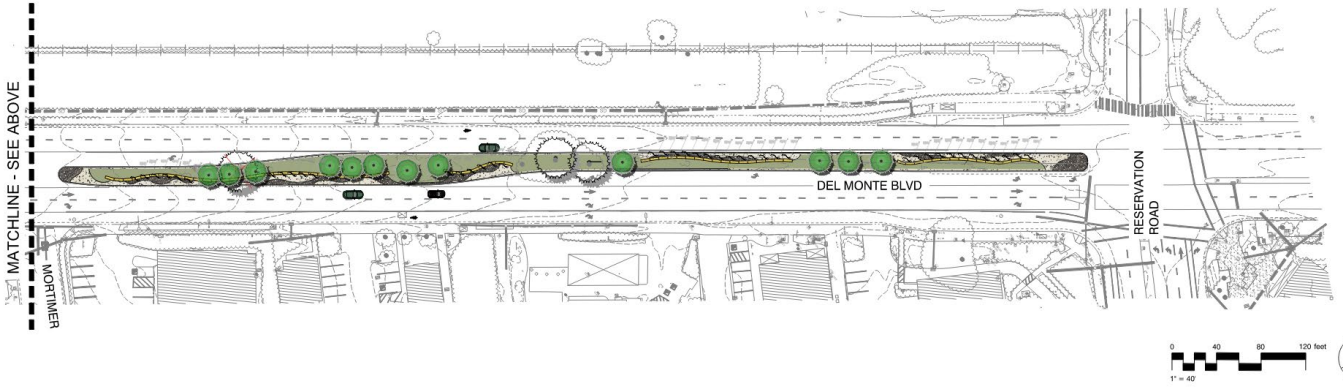
Existing Trees

Large Trees

Accent Trees and Large Shrubs

PHASE ONE MEDIANS - Carmel to Reservation

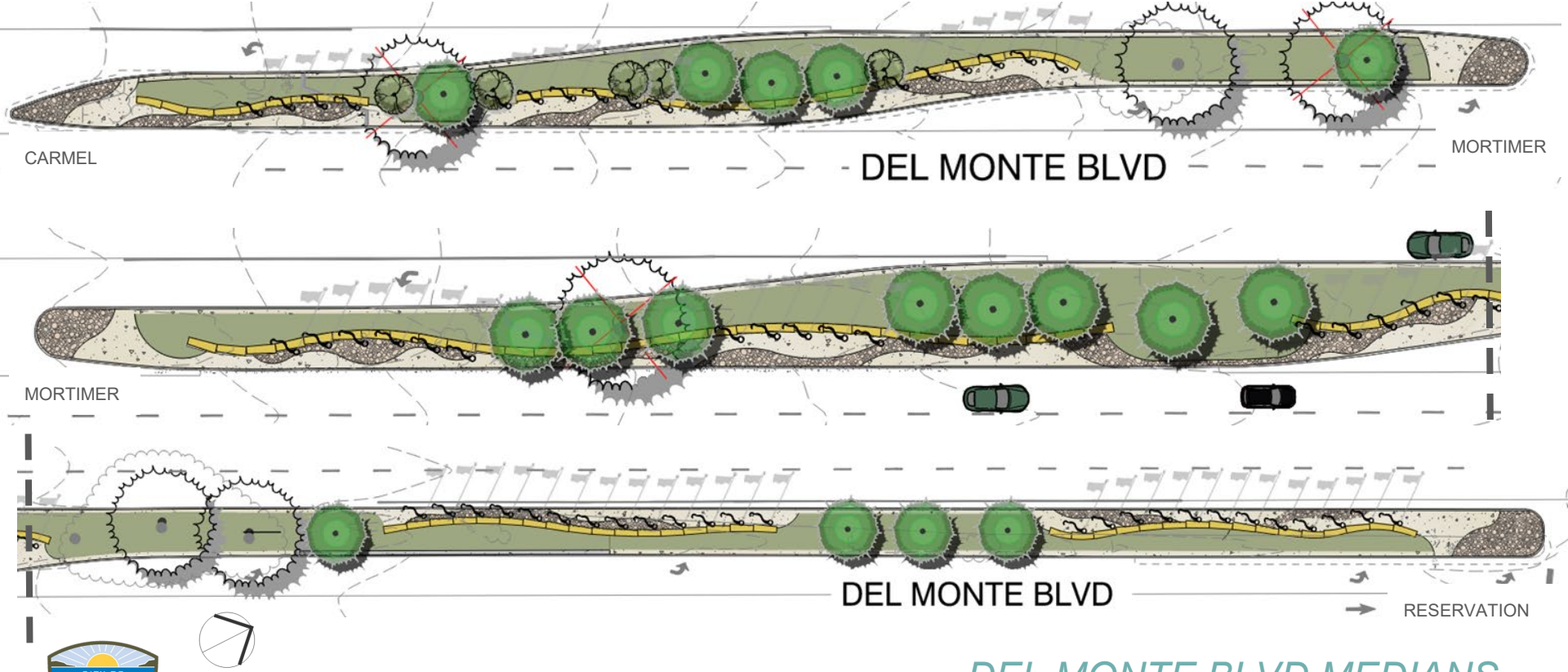




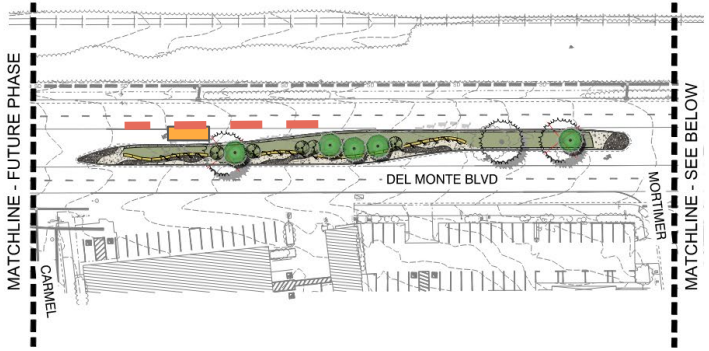
DEL MONTE BLVD MEDIANS

DOWNTOWN MARINA STREETSCAPE

PHASE ONE MEDIANS - Carmel to Reservation

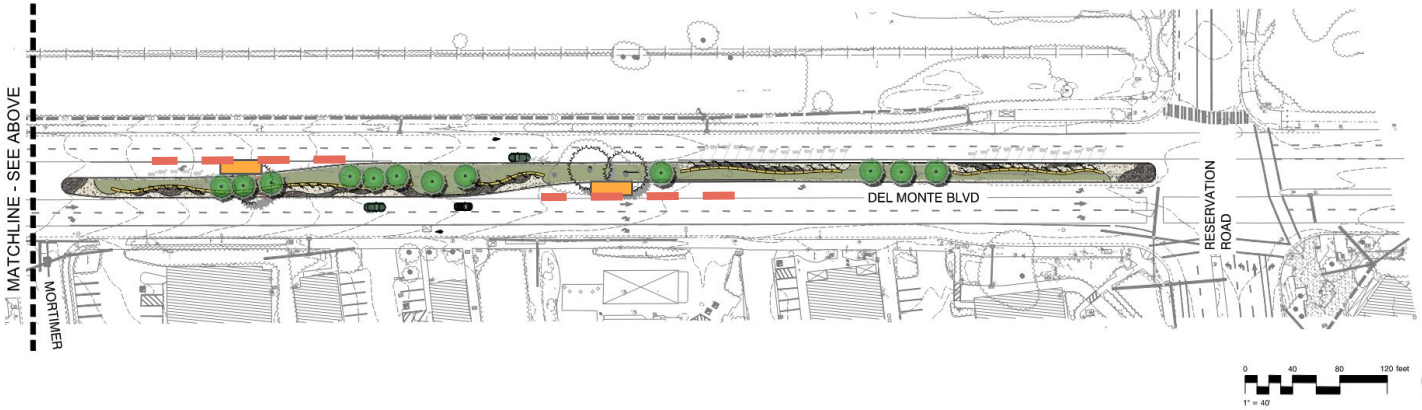


MAINTENANCE ACCESS



Temporary Maintenance Parking/Access

Temporary Turning Lane Closure



DEL MONTE MEDIANS: PHASE ONE
Carmel to Reservation

Installation:
22,000 square feet (0.5 acres)

~ $2.1 million estimated

Maintenance activities:

- Weed control
- Pest/rodent control
- Prevention/repair erosion control
- Trash collection
- Tree pruning
- Landscape/irrigation (3-10x more than hardscape)

~ $18,000 - 20,000/year

Conceptual budget assumptions, subject to change.

NEXT STEPS

PHASE ONE: DEL MONTE MEDIAN AND DEL MONTE/RESERVATION INTERSECTION

December 2024	• Final Design Documents and Permitting (Phase 1)
January 2025	• Call for bids
Spring 2025	• Start Construction

PHASE TWO: DEL MONTE BLVD. ROADWAY IMPROVEMENTS

2024-2025	• Coordinate with grant/funding opportunities

CONTACT PROJECT TEAM:

Email:
delmonte@cityofmarina.org

City of Marina
Layne Long, City Manager

City Project Manager
Elvie Camacho, Wallace Group

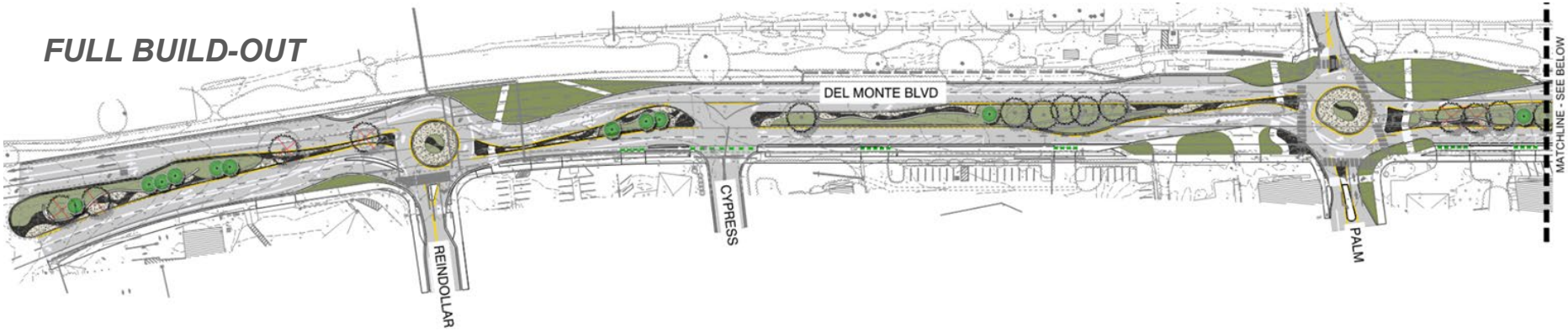
Landscape Architecture
Bianca Koenig, BEK Collective
Matt Wilkins, Wallace Group

Traffic Engineering
Frederik Venter, Kimley Horn
Derek Wu, Kimley Horn

Arborist
Patric Krabacher, DD&A, Inc.

Questions?

FULL BUILD-OUT



DEL MONTE BLVD MEDIANS

DOWNTOWN MARINA STREETSCAPE

PLANT LIST

EVERGREEN TREE
Cupressus macrocarpa / Monterey Cypress

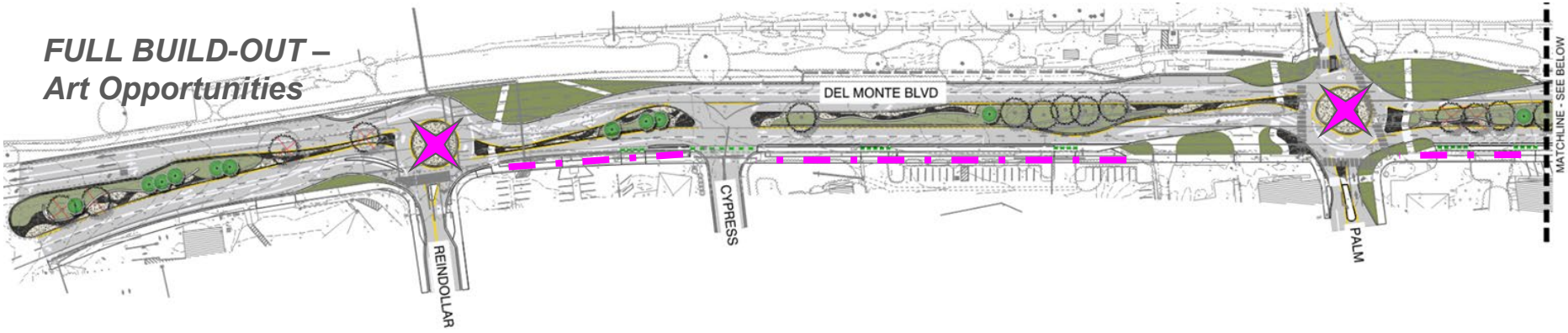
MULTI-STEM TREE
Arbutus x 'Marina' /
Marina Strawberry Tree Multi-Trunk
Heteromeles arbutifolia / Toyon

SWASH (Groundcovers)
Arctostaphylos x 'John Dourley' /
John Dourley Manzanita
Arctostaphylos x 'Pacific Mist' /
Pacific Mist Manzanita
Ceanothus dentatus / Monterey Ceanothus
Ceanothus hearstiorum / Hearst's Ceanothus
Cistus salviifolius 'Prostratus' /
Sageleaf Rockrose
Convolvulus sabatius 'Compacta' /
Ground Morning Glory
Erigeron glaucus / Seaside Daisy
Senecio serpens / Blue Chalksticks

WIND WAVES
(Medium Shrubs, Accent Plants)
Achillea x 'Moonshine' / Moonshine Yarrow
Arctostaphylos pumila /
Sandmat Manzanita
Arctostaphylos tomentosa /
Woolly Manzanita
Bulbine frutescens / Bulbine
Ceanothus griseus horizontalis 'Yankee Point' / Yankee Point Carmel Creeper
Cistus x pulverulentus 'Sunset' /
Sunset Rockrose
Diplacus aurantiacus /
Sticky Monkeyflower
Festuca idahoensis 'Siskiyou Blue' /
Siskiyou Blue Fescue
Festuca mairei / Atlas Fescue
Limonium perezii / Statice
Lomandra longifolia 'Breeze' /
Breeze\U+2122 Mat Rush
Muhlenbergia dubia / Pine Muhly
Pennisetum 'Fairy Tales' /
Evergreen Fountain Grass
Phormium tenax 'Jack Spratt' /
Jack Spratt New Zealand Flax
Sesleria autumnalis / Autumn Moor Grass

BREAKING WAVES
(Large Shrubs, Accent Plants)
Arctostaphylos hookeri / Hooker's Manzanita
Arctostaphylos tomentosa /
Woollyleaf Manzanita
Arctostaphylos manzanita 'Dr. Hurd' /
Dr. Hurd Common Manzanita
Arctostaphylos manzanita 'Sebastopol White' /
Sebastopol White Manzanita
Frangula californica / California Coffeeberry
Leucadendron salignum 'Chief' /
Chief Conebush
Leucadendron x 'Safari Goldstrike' /
Safari Goldstrike Conebush
Phormium x 'Rainbow Warrior' /
Rainbow Warrior New Zealand Flax
Phormium x 'Yellow Wave' /
Yellow Wave New Zealand Flax
Salvia mellifera / Black Sage

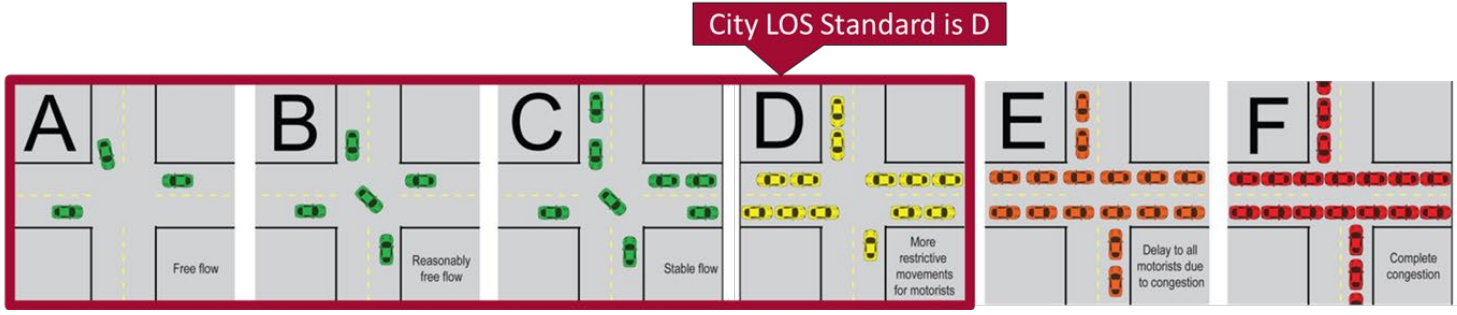
FULL BUILD-OUT – Art Opportunities



Feature Wall With Lighting

VEHICLE LEVEL OF SERVICE SUMMARY

Road Layout	Control Type	Reindollar Intersection LOS	Palm Intersection LOS	Notes
Existing 4-Lane	Signal	AM Peak: B PM Peak: B	AM Peak: B PM Peak: B	Year 2040 Baseline Scenario
Road Diet (2NB to Palm, 1SB)	Signal	AM Peak: B PM Peak: B	AM Peak: C PM Peak: B	Stationary vehicle queues at intersection
	Roundabout	AM Peak: A PM Peak: B	AM Peak: C PM Peak: D	Continuous moving queues at intersection



TRAFFIC OPERATIONS SUMMARY

Road Layout	Control Type	Multimodal Safety	Bike Access & Mobility	Pedestrian Access & Mobility	Transit & Fire Access?
Existing 4-Lane	Signal	Poor High speeds and lack of facilities	Poor No bike lanes on Del Monte	Poor No streetscape & sidewalk Long ped crosswalks	Yes
Road Diet (2NB to Palm, 1SB)	Signal	Ok	Very Good Mix of protected striped & median Class IV bike lanes	Good Wide sidewalk & access Long ped crosswalks	Yes
	Roundabout	Good	Very Good Mix of protected striped & median Class IV bike lanes	Very Good Wide sidewalk & access Short ped crosswalks	Yes

DOWNTOWN GOALS SUMMARY

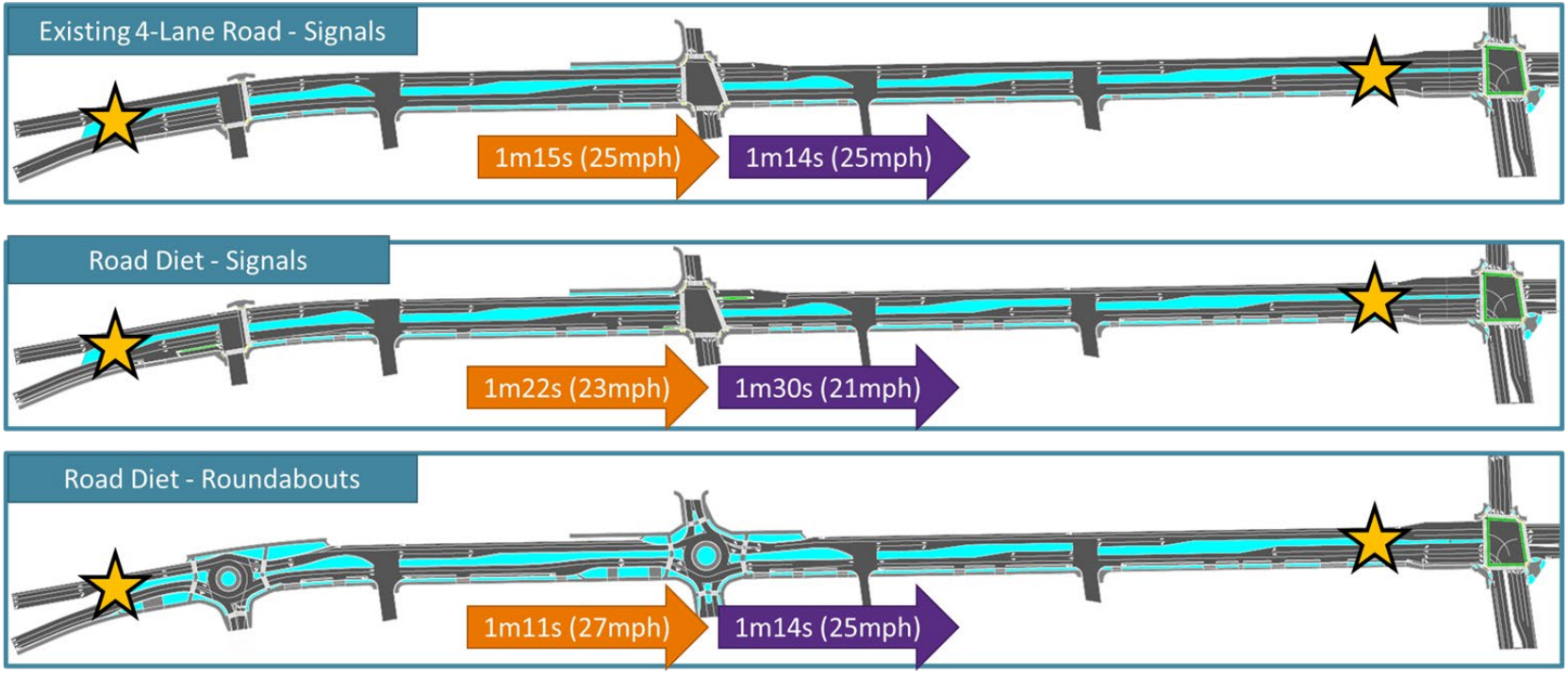
Road Layout	Control Type	Supports Del Monte Median Project?	Provides Bike/Ped Improvements?	Creates Downtown Environment?	Maintains Acceptable Traffic Operations?
Existing 4-Lane	Signal	Yes	No	No	Yes
Road Diet (2NB to Palm, 1SB)	Signal	Yes	Yes	Yes	Yes
	Roundabout	Yes	Yes	Yes	Yes

Road Diet with Roundabouts is the preferred option

NORTHBOUND TRAVEL TIMES

AM PM

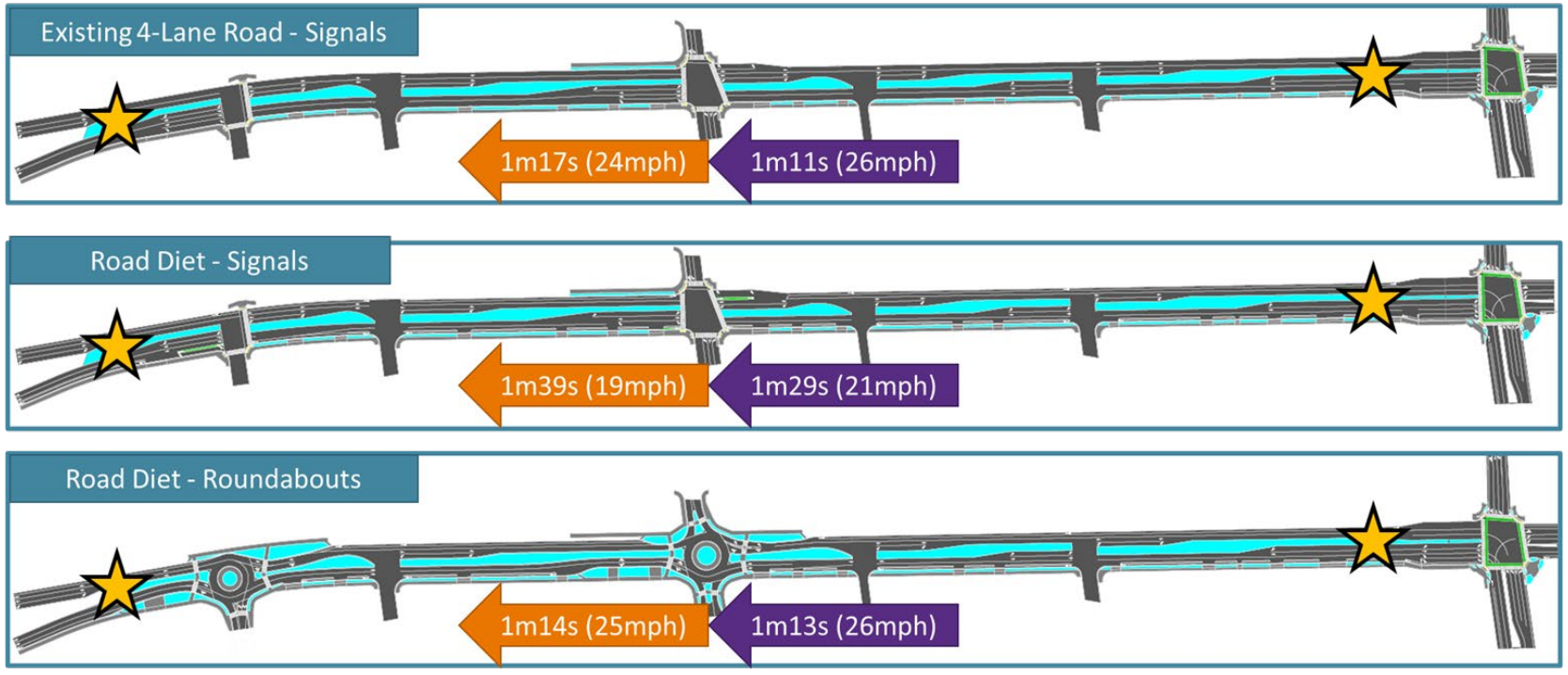
0.5-Mile Corridor



SOUTHBOUND TRAVEL TIMES

AM PM

0.5-Mile Corridor



CASE STUDY: LA JOLLA, SAN DIEGO, CA

1

CASE STUDY: LA JOLLA, SAN DIEGO, CA

TREES TO REMAIN

Tree #583

Tree #570

Tree #571

Tree #574

Tree #575

Tree #586

Tree #587

Tree #572

Tree #573

Tree #578

Tree #579

TREES FOR REMOVAL

Trees

Monterey Cypress	1
Paperbark	4
Myoporum	4
Silver Dollar Gum	0
Olive Tree	2

Tree #566

Tree #567

Tree #568

Tree #569

Tree #576

Tree #577

Tree #580

Tree #581

Tree #582

Tree #584

Tree #585

TREE COMMITTEE RESOLUTION NO. 2024-03

TREE COMMITTEE RESOLUTION RECOMMENDING THAT THE COMMUNITY DEVELOPMENT DIRECTOR OR THEIR DESIGNEE APPROVE THE REMOVAL OF 11 TREES IN THE PUBLIC RIGHT-OF-WAY ON DEL MONTE BLVD. THIS RECOMMENDATION IS EXEMPT FROM ENVIRONMENTAL REVIEW PER § 15304 OF THE CEQA GUIDELINES.

WHEREAS, on April 8, 2024, ISA Certified Arborist Patric Krabacher of Densie Duffy & Assoc. (DD&A) submitted an Arborist Report "**Exhibit A**" prepared in accordance with Marina Municipal Code (MMC) Chapter 17.62 (Tree Removal, Preservation and Protection) for the proposed project to remove 11 trees;

WHEREAS, on May 6, 2024, at a duly noticed special public hearing, the Tree Committee considered TP24-03 requesting the removal of eleven (11) trees in the public right-of-way on Del Monte Blvd.

WHEREAS, after receiving public testimony and deliberating on the item; and

WHEREAS, the project is exempt from environmental review per Section 15304 of the CEQA Guidelines (Minor alterations to land).

WHEREAS, Marina is located in an oceanic and natural environment and there is interest in the connection to the environment. The Tree Committee recommends magnificent, well suited street trees where appropriate including Monterey Cypress, Coastal Live Oak, Cork Bark Oak and the landscaping to incorporate some local shrubs.

NOW THEREFORE BE IT RESOLVED that the Tree Committee, based on findings in **"Exhibit B"** and conditions of approval in **"Exhibit "C"**, and CEQA exemptions, does hereby recommend that the CDD Director approve the removal of eleven (11) trees subject to Chapter 17.62 of the Marina Municipal Code.

PASSED AND ADOPTED by the Tree Committee of the City of Marina at a duly noticed special meeting on the 6th of May, 2024, by the following vote:

AYES, MEMBERS: Simmons, Gardner, Elvira, Markham
NOES, MEMBERS: None
ABSENT, MEMBERS: Walton
ABSTAIN, MEMBERS: None

Greg Simmons
Greg Simmons (May 11, 2024 07:15 PDT)
Greg Simmons, Chair

ATTEST:

Nicholas McIlroy
Nicolas McIlroy
Senior Planner
City of Marina

Exhibit A
Arborist Report

(On Separate Sheet)

Exhibit B
Conditions of Approval

1. **Timing of Tree Removal.** Given the types and sizes of trees to be removed, all tree removal activities shall either: 1) occur outside of bird nesting season which is March 1 – August 31; or 2) a qualified biologist shall survey the trees no more that two (2) weeks prior to start of work if within the nesting season.

2. **Display of Tree Removal Permit.** Prior to and during the removal of any tree approved for removal, a copy of the tree removal permit shall be displayed on site. If no tree removal permit is displayed, the City will issue a stop work order and commence the City's administrative fine process.

3. **Tree Protection.** All trees in the project area which are scheduled for preservation or potential removal shall be temporarily fenced prior to all project-related activities. Fencing shall be installed at the edge of the root zone (the area located within 15 times the trunk diameter in all directions) or located at the edge of pavement furthest from the trunk (whichever comes first). Fencing shall consist of chain link or plastic link fence which is maintained at a minimum height of four feet above grade during all phases of construction.

   Fenced areas shall not be used for material stockpile, storage, or vehicle parking. Dumping of materials, chemicals, or garbage shall be prohibited within fenced areas. Fenced areas shall be maintained in natural condition at natural or existing grade and shall not be compacted.

4. **Replacement Trees.** Upon completion of grading and site work for the medians, new trees shall be planted at a 2:1 ratio, i.e. 22 trees.

5. **Site Restoration Plan.** The ground surface shall be restored in the vicinity of the tree removals. Restoration shall include but not be limited to the removal of tree stumps and filling of any holes left by the removal.

Exhibit C
Tree Removal Permit Findings

MMC 17.62.060.C. *Required Findings for Approval of Tree Removal Permit.* The following findings are required prior to approval or conditional approval of a tree removal permit:

1. The tree is in poor condition and is in danger of falling within proximity to existing structures, high pedestrian traffic areas such as parking lots, playgrounds and pedestrian walkways, or interference with utility services that cannot be controlled or remedied through reasonable preservation and/or preventive procedures and practices; or

The trees slated for removal are all in fair or poor health and are located within the raised median of Del Monte Blvd. In the event of failure any of the trees could cause a safety issue for drivers.

2. The tree is host to a plant, or insect, or other parasitic organism which endangers other adjacent healthy trees; or

Trees #568, #576, #577, #580, and #584 have boring beetle infestation.

3. The location of more than three trees conflicts with the construction of street or sidewalk improvements, storm drain, traffic signals or signs; or

The trees are in medians that are planned to be renovated and new landscaping installed in conjunction with improvements to Del Monte Blvd.

4. The number of trees on the site is in excess of the number of healthy trees the site is able to support, based on such considerations as tree species, growth characteristics, general health of the stand, tree age, solar orientation and soil condition; or

n/a

5. The applicant outlines other clearly documented and compelling reasons for the removal or relocation of a tree which do not include the elimination of falling leaves or shade, or improving a view; and

The trees are in poor or fair condition with codominant stems and girdling roots.

6. The tree does not serve as part of a windbreak system, or assist in drainage or in the avoidance of soil erosion, or serve as a component of a wildlife habitat, or otherwise play a prominent role in maintaining the existing urban forest; and

Due to the size, health, and location, the trees proposed for removal do not serve as a windbreak system or as a habitat.

7. Due to the tree's contribution to the aesthetic beauty of the area, the removal would not have a substantial detrimental effect on neighboring property values; and

The trees are in poor and fair condition and do not contribute significantly to the aesthetic beauty of the area.

8. If the removal request is concurrent with development plans for the property and the development plans indicate that it is necessary to remove or relocate the tree to enable reasonable and conforming use of the property which is otherwise prevented by the location of the tree.

All trees will be replaced with the new median landscaping that includes new street trees.

Date: March 29, 2024

To: Elvie Camacho, Senior Civil Engineer
Wallace Group

From: Patric Krabacher, ISA Certified Arborist 11759
Denise Duffy & Associates, Inc.

RE: Arborist Report for the City of Marina Del Monte Medians and Downtown Streetscape Project

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Denise Duffy & Associates, Inc. (DD&A) is contracted by the City of Marina (City) to provide on-call environmental consulting services for City projects. The City is proposing improvements to the medians along Del Monte Boulevard as part of the City's Del Monte Medians and Downtown Streetscape Project (project), which would require tree removal. In support of this effort, DD&A conducted an inventory of trees within the vicinity of the medians which are proposed for improvements. This Arborist Report documents the results of the tree inventory, recommends tree removal where necessary to facilitate construction, and recommends mitigation to avoid, minimize, or mitigate potential adverse impacts of tree removal.

METHODS

Limitations

It is not the intent of this report to provide a monetary valuation of the trees or provide risk assessment for any tree on this parcel, as any tree can fail at any time. No clinical diagnosis was performed on any pest or pathogen that may or may not be present within the site. In addition to an inspection of the property, DD&A relied on information provided by the City and/or the City's consultants (e.g., survey boundaries, property boundaries, project description) to prepare this report, and must reasonably rely on the accuracy of the information provided. DD&A shall not be responsible for another's means, methods, techniques, schedules, or procedures, or for contractor safety or any other related programs, or for another's failure to complete work in accordance with approved plans and specifications.

Regulatory Setting

City of Marina Municipal Code

MMC Section 17.62.030 requires a tree removal permit to remove, damage, or relocate, or cause to be removed, damaged, or relocated any tree on any property within City limits, unless exempted by MMC Sections 17.62.040 or 17.62.050. MMC Section 17.62.030 also prohibits construction activities within the root zone dripline of any tree, unless these activities are conducted in compliance with tree protection guidelines adopted by resolution of the planning commission.

MMC Section 17.62.060 requires replacement trees and/or payment based upon the replacement of the healthy trees to be removed on a minimum two-for-one basis or multiplied by three for each tree removed in violation of City Code.

MMC defines "tree" as any living woody perennial plant having a single stem of six (6) inches or more diameter at breast height (DBH; measured at 4.5 feet above ground) or a multi-stemmed plant having an aggregate diameter of ten inches or more measured at DBH, and any living woody perennial plant which was planted in accordance with requirements of an approved compensation plan or was planted as part of a landscaping plan approved by the city. MMC defines "dripline" as the greater of the outermost edge of the tree's canopy, or fifteen times DBH measured from the center point of the tree. Saplings which do not meet MMC's definition of a tree (i.e., are less than six [6] inches DBH) are not protected by City Code.

California Fish and Game Code

Section 3503 of the California Fish and Game Code states that it is "unlawful to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto." Section 3503.5 prohibits the killing, possession, or destruction of any birds in the orders Falconiformes or Strigiformes (birds-of-prey). Section 3511 prohibits take or possession of fully protected birds. Section 3513 prohibits the take or possession of any migratory nongame birds designated under the federal Migratory Bird Treaty Act. Section 3800 prohibits the take of nongame birds.

Survey Methods

DD&A ISA Certified Arborist Patric Krabacher conducted an inventory of trees at the project site on March 13, 2024. The tree inventory included the mapping and tagging of all trees, as defined by City Code, within the project site. Trees were inventoried with City Code, as follows:

- All trees 6" diameter at breast height (DBH) or greater were tagged with a global positioning system (GPS) location and a numbered aluminum marker (on the most feasible/visible location possible).
- Diameter was recorded at breast height (4.5 feet above ground) or, for multi-stemmed trees, at the most representable location.
- Multi-stemmed trees were recorded as one tree if the root crown (the point where the trunk meets natural grade) was contiguous. Multi-stemmed tree DBH was calculated by taking the square root of the squared sum of all stems measured ($\sqrt{[}$Stem 1 DHB^2+ Stem 2 DBH^2+ Stem 3 DBH^2...]). This equation returns the diameter at the base of the tree (Chojnacky, 1999).
- Species, size, and health class were recorded for each tree. Tree health was recorded based on the following definitions:
    - *Good.* Tree is healthy and vigorous, as indicated by foliage color and density, and has no apparent signs of insect, disease, structural defects, or mechanical injury. Tree has good form and structure.
    - *Fair.* Tree is in average condition and vigor for the area, but may show minor insect, disease, or physiological problems. Trees in fair condition may be improved with correctional pruning.

- *Poor.* Tree is in a general state of decline. Tree may show severe structural or mechanical defects which may lead to failure, and may have insect or disease damage, but is not dead.

Tree health was evaluated by visually inspecting each tree from its root crown to its foliar canopy for signs of decay, disease, or insect infestations. In accordance with MMC's definition of a "tree," dead trees were not inventoried.

GPS data were collected using a Trimble® TDC600 GPS and were then digitized using Trimble® TerraFlex and ESRI® ArcGIS 10.4. GPS data were collected using geographic coordinate system Universal Transverse Mercator (UTM) Zone 10 North and the World Geodetic System 1984 (WGS84) datum.

RESULTS

DD&A inventoried 22 trees in the proposed project site, including nine (9) Monterey cypresses (*Hesperocyparis macrocarpa*), four (4) paperbarks (*Melaleuca quinquenervia*), four (4) myoporums (*Myoporum laetum*), three (3) silver dollar gums (*Eucalyptus polyanthemos*), and two (2) olive trees (*Olea europaea*) (**Figure 1**; **Appendix A**).

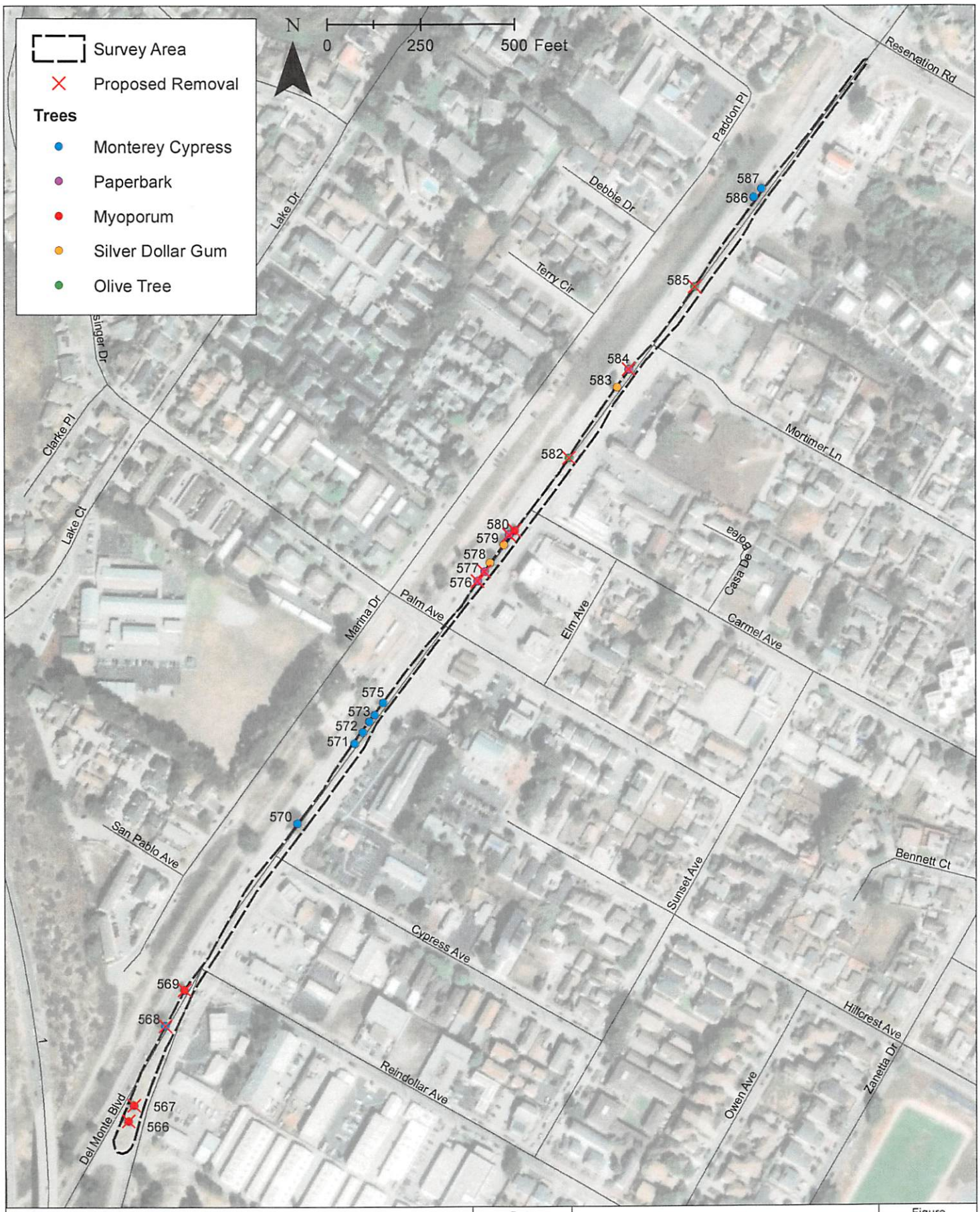
Approximately half (11) of the trees are in good or fair condition; the rest (11) are in poor condition. Observations per tree include:

- Trees 568 and 570, both Monterey cypress trees, are showing signs of boring beetles, and/or excessive pitch which is assumed to be the response to the beetles.
- Trees 579 (silver dollar eucalyptus), 566 (myoporum), 567 (myoporum), 569 (myoporum), 570 (Monterey cypress), and 581 (myoporum) have structural issues including co-dominant stems with poor response growth and/or girdling roots.
- Trees 569 (myoporum), 574 (Monterey cypress), and 575 (Monterey cypress) have crown dieback.
- Trees 576 (paperback), 577 (paperback), 578 (silver dollar eucalyptus), 580 (paperback), 584 (paperback), and 585 (olive tree) have severe leans, root collar damage, boring beetles, and crown dieback.
- Trees 582 (olive tree) and 585 (olive tree) have poor structural integrity. No symptoms of sudden oak death were observed.

DISCUSSION

DD&A is recommending the removal of eleven trees, including one (1) Monterey cypress, four (4) paperbarks, four (4) myoporums, and two (2) olive trees (**Appendices A** and **B**). All trees proposed for removal are in poor condition. It is anticipated that these proposed removals would not survive construction of the project due to their declining health. It is also anticipated that the remaining trees in the project site can be avoided during construction.

In accordance with City Code, a tree removal permit from the City would be required to remove all living trees, including trees in poor condition; however, poor (or unhealthy) trees do not require mitigation in the form of replacement per City Code. Therefore, the City must acquire a tree removal permit from the Planning Commission for the eleven trees prior to construction. Tree removal must conform to any requirements established in the approved tree removal permit. In accordance with City Code and California



Tree Removal Plan

Date	Figure
3/20/2024	1
Scale	
1 in = 300 ft	

Denise Duffy & Associates, Inc.
Planning and Environmental Consulting

Path: D:\GIS\GIS_Projects\2024-15 Del Monte Medians\Map Products\Fig 1 - Tree Removal Plan.mxd

Fish and Game Code, the following measures are recommended to avoid or minimize impacts potential adverse impacts resulting from tree removal:

1. Work should be timed to avoid the breeding and nesting season for raptors and other protected avian species. If work must occur during the avian breeding and nesting season (approximately February 1 through September 15), surveys for nesting birds shall be conducted no more than 15 days prior to project activities in all areas within 300 feet of the project footprint that may provide suitable nesting habitat. If nesting birds are identified during surveys, an appropriate buffer shall be imposed within which no work or disturbance will take place (generally 300 feet in all directions). A qualified biologist shall be on-site during work re-initiation in the vicinity of the nest offset to ensure that the buffer is adequate and that the nest is not stressed and/or abandoned. No work shall proceed in the vicinity of an active nest until such time as all young are fledged, or until after September 16, when young are assumed fledged.

2. To reduce impacts to trees not scheduled for removal, the tree removal contractor shall implement the best managements practices for working near trees established in **Appendix C**. Trees which will be retained on site shall be allowed to develop their natural forms and shall not be trimmed as topiaries or other unnatural forms.

3. Prior to ground-disturbing activities, the project contractor shall install protective fencing around trees directly adjacent to the work area which are not scheduled for removal. Protective fencing shall be maintained throughout the duration of construction. A qualified arborist, forester, or biological monitor shall conduct a site visit weekly throughout the duration of construction to ensure that protective fencing remains intact.

4. A qualified arborist, forester, or biological monitor shall be on-site during all initial ground-disturbing activities and vegetation removal. Following initial ground-disturbing activities, the qualified arborist, foresters, or biological monitor shall conduct a site visit weekly throughout the duration of construction to ensure that the tree protection measures identified in **Attachment C** are implemented.

Because all trees proposed for removal are in poor condition, no replacement trees are recommended or required by City Code.

If you have any comments or questions about this report, please contact Patric Krabacher at pkrabacher@ddaplanning.com or (831) 373-4341 ext. 29.

REFERENCES

David C. Chojnacky. 1999. Converting Tree Diameter Measured at Root Collar to Diameter at Beast Height.

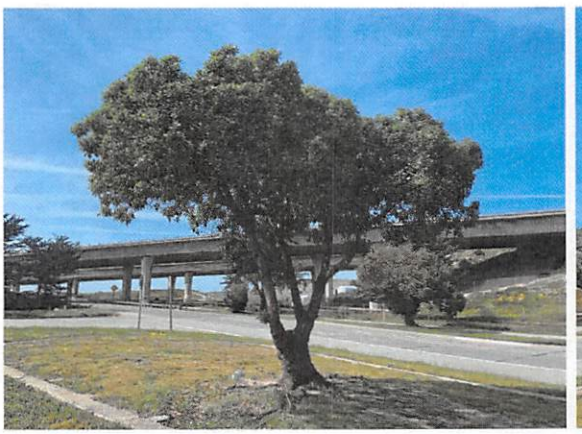
APPENDIX A

Tree Table

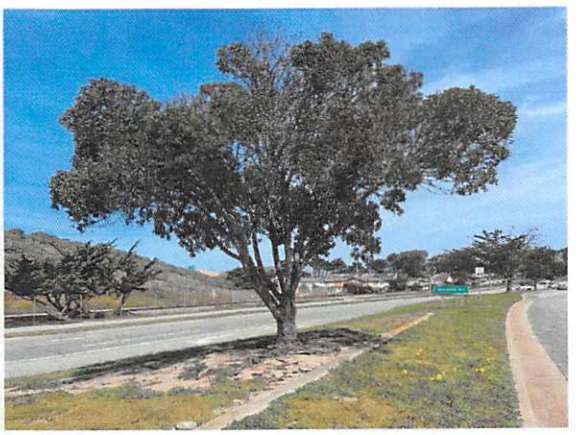
Tag	Scientific Name	Common Name	Individual Stem DBH (in)				Total DBH (in)	Dripline (ft)	Health	Status	Tolerance to Construction	Comments
566	*Myoporum laetum*	Myoporum	6				6	8	Fair	Remove	Medium	Codominant stems, girdling roots
567	*Myoporum laetum*	Myoporum	18				18	23	Fair	Remove	Medium	Codominant stems, girdling roots
568	*Hesperocyparis macrocarpa*	Monterey Cypress	32				32	40	Poor	Remove	Low	Boring beetle, 1/3 canopy deadwood
569	*Myoporum laetum*	Myoporum	17				17	21	Poor	Remove	Low	Girdling roots, excessive crown dieback
570	*Hesperocyparis macrocarpa*	Monterey Cypress	33				33	41	Good	Retain	Medium	Girdling roots
571	*Hesperocyparis macrocarpa*	Monterey Cypress	10				10	13	Fair	Retain	Medium	Excessive pitch, boring beetle
572	*Hesperocyparis macrocarpa*	Monterey Cypress	29				29	36	Good	Retain	Medium	Potential raptor nest
573	*Hesperocyparis macrocarpa*	Monterey Cypress	21				21	26	Good	Retain	Medium	
574	*Hesperocyparis macrocarpa*	Monterey Cypress	13				13	16	Fair	Retain	Medium	Crown dieback
575	*Hesperocyparis macrocarpa*	Monterey Cypress	14				14	18	Fair	Retain	Medium	Crown dieback
576	*Melaleuca quinquenervia*	Paperbark	12				12	15	Poor	Remove	Low	Severe lean, root collar damage, boring beetle, crown dieback
577	*Melaleuca quinquenervia*	Paperbark	12				12	15	Poor	Remove	Low	Severe lean, root collar damage, boring beetle, crown dieback
578	*Eucalyptus polyanthemos*	Silver Dollar Gum	23				23	29	Poor	Retain	Medium	Severe lean, root collar damage, boring beetle, crown dieback
579	*Eucalyptus polyanthemos*	Silver Dollar Gum	11	9	9	7	14	18	Fair	Retain	Medium	Codominant stems
580	*Melaleuca quinquenervia*	Paperbark	17				17	21	Poor	Remove	Low	Severe lean, root collar damage, boring beetle, crown dieback
581	*Myoporum laetum*	Myoporum	17				17	21	Poor	Remove	Low	Girdling roots, codominant stems
582	*Olea europaea*	Olive Tree	6				6	8	Poor	Remove	Low	Structural pruning would help tree health
583	*Eucalyptus polyanthemos*	Silver Dollar Gum	20				20	25	Fair	Retain	Medium	
584	*Melaleuca quinquenervia*	Paperbark	19				19	24	Poor	Remove	Low	Severe lean, root collar damage, boring beetle, crown dieback
585	*Olea europaea*	Olive Tree	10				10	13	Poor	Remove	Low	Severe lean, root collar damage, poor structure, crown dieback
586	*Hesperocyparis macrocarpa*	Monterey Cypress	28				28	35	Good	Retain	Medium	
587	*Hesperocyparis macrocarpa*	Monterey Cypress	17				17	21	Fair	Retain	Medium	

APPENDIX B

Photo Log



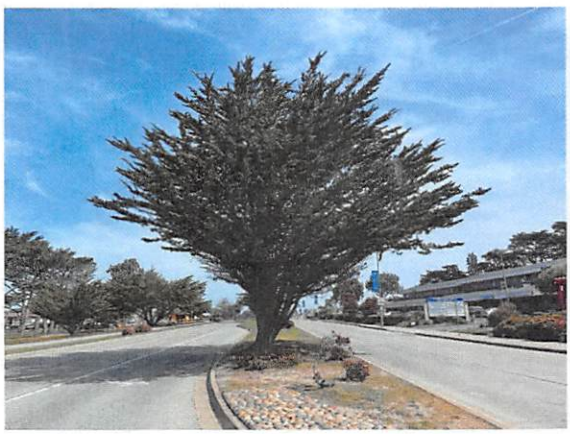
Tree #566



Tree #567

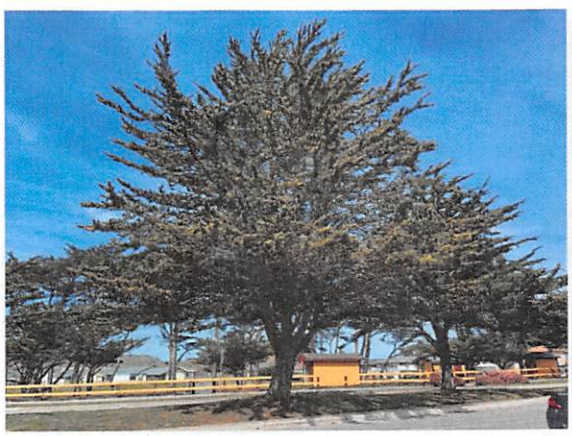
Tree #568

Tree #569



Tree #570

Tree #571



Tree #572

Tree #573

Tree #574

Tree #575

Tree #576

Tree #577

Tree #578

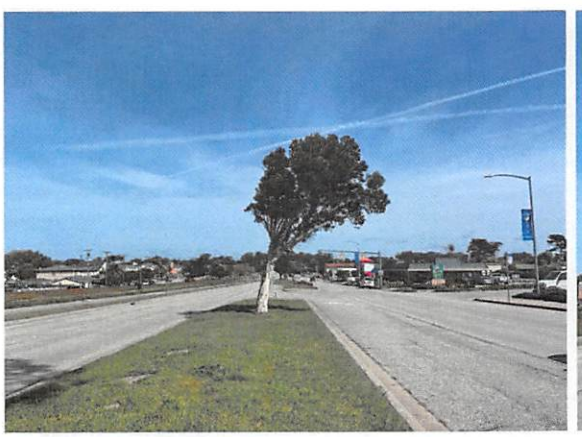
Tree #579

Tree #580

Tree #581

Tree #582

Tree #583



Tree #584

Tree #585

Tree #586

Tree #587

APPENDIX C

Best Management Practices for Working Near Trees

Tree Protection and Best Management Practices (BMPs)

Prior to the commencement of project related activities, the following tree BMPs shall be implemented and approved by a qualified arborist or forester:

- Trees located adjacent to the construction area shall be protected from damage by construction through the use of temporary fencing and wrapping of trunks with protective materials.
- Fencing shall consist of chain link, supported snowdrift or plastic mesh, hay bales, or field fence. Fencing shall have cross bracing (typically 2x4 material) on both the top and lower edges of the fencing material to prevent sagging and provide lateral support. Fencing shall stand a minimum height of four feet above grade and be placed to the farthest extent possible from the base of the trees, protecting the trees drip line area (typically 10-12 feet away from the base of a tree).
- In the cases where access or space is limited it is permissible to protect trees within the 10-12-foot distance after determination and approval are made by a qualified forester or arborist.
- Soil compaction, parking of vehicles or heavy equipment, stockpiling of construction materials, and/or dumping of materials is not permitted adjacent to trees on the property, especially within fenced areas.
- Fenced areas and the trunk protection materials shall remain in place during the entire construction period. Torn or damaged roots shall be cleanly cut to sound wood wherever possible to minimize decay entry points. Any roots found that must be cut should be cut by manually digging a trench and cutting exposed roots with a saw, vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root pruning equipment. No tree seals shall be used as the seal material only promotes decay.
- A mulch layer up to approximately 4 inches deep should be applied to the ground under-protected trees following construction. Only 1 to 2 inches of mulch should be applied within 1 to 2 feet of the trunk, and under no circumstances should any soil or mulch be placed against the root crown (base) of trees. The best source of mulch would be from chipped material generated on-site.
- Irrigation should be that of normal for exterior planting. Normal watering means that soil should be kept evenly moist and watered regularly, as conditions require. Most plants prefer one (1) inch of water a week during the growing season, but care needs to be taken not to over water. It is better to water once (1) a week and water deeply (over 24 inches), than to water frequently for a few minutes.

Tree Pruning

It is to be understood that the pruning of retained trees is expected for this site. Pruning shall conform to the following standards:

- Clear the crown of diseased, crossing, weak, and dead wood to a general minimum size of 1-1/2 inch in diameter.
- Remove stubs, cutting outside the wound wood tissue that has formed around the branch.
- Interior branches shall not be stripped out.

- Reduce end weight on heavy, horizontal branches by selectively removing small- diameter branches, no greater than three (3) inches, near the ends of the scaffolds. In some cases, larger diameters may be removed depending on the situation (where critical for safety).
- Pruning cuts larger than four (4) inches in diameter, except for deadwood, shall be avoided, unless deemed crucial for safety (broken, cracked, crossing, rubbing, etc.). Pruning cuts that expose heartwood shall be avoided whenever possible.
- Pruning shall not be performed during periods of flight of adult boring insects because fresh wounds attract pests (generally spring). Pruning shall be performed only when the danger of infestation has passed.
- All pruning shall be performed by a qualified arborist or under the supervision of an ISA Certified Arborist or Tree Worker. Arborists are required to have a State of California Contractors License for Tree Service (C-61/D49) and provide proof of worker's compensation and general liability insurance.
- All pruning shall be following the Tree Pruning Guidelines (International Society of Arboriculture) and/or the ANSI A300 Pruning Standard (American National Standard for Tree Care Operations) and adhere to the most recent edition of ANSI Z133.1.
- No more than 20 percent of live foliage shall be removed within the trees.
- Brush shall be chipped, and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 6 inches, leaving the trunk clear of mulch.

Following construction, a qualified arborist should monitor trees adjacent to the area of the improvements and if any decline in health that is attributable to the construction is noted, additional trees should be planted on the site.

Root Barriers

Severe pruning of tree roots may lead to a major decline or tree death. The best solution is to select trees that are less likely to become a problem or to plant further away from foundations, curbs, gutters, parking lots, sidewalks, and driveways to reduce tree growth or to allow them to grow in another direction. Place barriers in the soil to a depth of 18 to 24 inches (see landscape details) by trenching along the area to be protected at a distance of five (5) times the trunk diameter. In the cases where access or space is limited, it is permissible to reduce the distance after determination and approval are made by a qualified forester or arborist.

TC Resolution 2024-03 - Del Monte Median Project

Final Audit Report 2024-05-11

Created:	2024-05-08
By:	Nick McIlroy (nmcilroy@cityofmarina.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXhzZ0N-VSaqdLCq-50J-cc2uPjkDSP96

"TC Resolution 2024-03 - Del Monte Median Project" History

Document created by Nick McIlroy (nmcilroy@cityofmarina.org)
2024-05-08 - 3:28:36 PM GMT

Document emailed to Greg Simmons (simmonsgreg@onemain.com) for signature
2024-05-08 - 3:28:45 PM GMT

Email viewed by Greg Simmons (simmonsgreg@onemain.com)
2024-05-11 - 2:15:03 PM GMT

Document e-signed by Greg Simmons (simmonsgreg@onemain.com)
Signature Date: 2024-05-11 - 2:15:43 PM GMT - Time Source: server

Agreement completed.
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Adobe Acrobat Sign

September 25, 2024 Item No. **13c**

Mayor and Members of the City Council

City Council Meeting of October 15, 2024

CITY COUNCIL TO RECEIVE AN INFORMATIONAL UPDATE ON THE MOBILE VENDING ORDINANCE. THE UPDATE IS NOT A PROJECT UNDER CEQA PER SECTION 15378 OF THE CEQA GUIDELINES.

REQUEST:
That the City Council 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.

BACKGROUND:
On September 28, 2023, the Planning Commission adopted Resolution 2023-18 recommending the City Council adopt an ordinance to codify regulations for mobile food vending and sidewalk vending. On December 5, 2023, the City Council adopted Ordinance No. 2023-15 to the Marina Municipal Code (MMC) adding Chapter 10.46[1] – *Mobile Food Vending and Sidewalk Vending* to Title 10 of the MMC.

UPDATE:
Applications for New Licenses. After adoption of the ordinance, staff sent an email to each of the 70± food businesses with active business licenses to let them know this service was now available. The Community Development Dept. (CDD) has issued two (2) sidewalk vending licenses for the sale of strawberries and flowers in the public right-of-way (ROW) and two (2) mobile food vending licenses in the ROW. One is for the sale of ice cream and another is a mobile taco truck.

Sidewalk Vending Enforcement. There are, from time to time, unlicensed sidewalk vendors operating in parking lots and on sidewalks throughout the City. They are contacted by our Code Enforcement Officer, who is bilingual in Spanish and English, and notified that both a City business license and a sidewalk vending license are required for them to operate; the two (2) strawberry and flower vendors that we have licensed are a direct result of this contact. When contacted, they typically pack up and leave that location only to relocate somewhere else. Per the Code, unlicensed operators are subject to enforcement under MMC Chapters 1.08, 1.10 and 1.12. Our code enforcement officer provides each sidewalk vendor with a handout in English and Spanish with a QR code link to the City's website.[2][3] The Community Development Department (CDD) has not received any complaints from residents or store management (including Walmart) about sidewalk vending.

Given the nature and low number of licenses issued, there is no update on the specific items that the Council stated that it would like to track at its December 2023 approval hearing:

- Require mobile vendors to put a "No Smoking Sign" on their trucks
- Notify all brick-and-mortar restaurants of this new ordinance (done)

[1] https://marina.municipal.codes/Code/10.46
[2] https://www.cityofmarina.org/DocumentCenter/View/14476/Sidewalk-Vendor-Application?bidId=
[3] https://www.cityofmarina.org/DocumentCenter/View/14477/Sidewalk-Vendor-Application---Spanish---05-14-2024?bidId=

- Monitor if there is an over concentration of the vendors in one section of the community
- Conduct outreach to interested vendors (ongoing through web/social media posts)
- Examine impact of regulations on brick and mortar businesses
- Allow mobile vendors in the south park area of the Dunes

Restrictions/Constraints in Ordinance Inhibiting Applications. Council members have expressed concern that the ordinance may be too complicated or burdensome for applicants. Although staff have received a low number of inquiries from potential applicants, it is difficult to gauge whether or not this is a barrier. The food service licensing through the County is very complicated and is likely more of a burden to prospective mobile food vendors. The City's ordinance is very similar to the City of Monterey's and staff considered several other jurisdictions' ordinances. The City's application to locate within the public road right-of-way is inexpensive and simple, but all require several food safety and service license from the County's Environmental Health, Consumer Health Protection Division[4].

CONCLUSION:

Staff will continue to advertise on the City's website, social media, and other available platforms that mobile food vending is allowed in the City of Marina and monitor establishments for the items of interest above.

Respectfully submitted,

_____

Alyson Hunter, AICP
Planning Services Manager
City of Marina

REVIEWED/CONCUR:

_____

Guido Persicone, AICP
CDD Director
City of Marina

_____

Layne Long
City Manager
City of Marina

[4] https://www.countyofmonterey.gov/government/departments-a-h/health/environmental-health/consumer-health-protection

EXHIBIT A

Mobile Food & Sidewalk Vending Follow-Up

October 1, 2024

City Council

Background

- **Spring/Summer 2023** – staff conducted direct mailing and online outreach to existing food service providers to gauge interest

- **Dec. 13, 2023** – City Council adopts Reso. 2023-15 adding Ch. 10.46 to the Marina Municipal Code (MMC) and requests a 6-mo. Update

- **Winter/Spring 2024** – after additional outreach letting food-related business license holders know of new opportunities.

Background (con't)

- **Spring 2024** – CDD Code Enforcement Officer began contacting sidewalk vendors (English/Spanish) letting them know of requirements

- **May/June 2024**– English/Spanish sidewalk vending, ROW food truck, and private property food truck applications available online

- **Summer/Fall 2024** – staff sends updated direct email to licensed food service businesses. We have issued four (4) licenses in summer/fall of 2024

Resources

- **City Applications**
  - Link to sidewalk and mobile food applications:
  - https://www.cityofmarina.org/175/Forms-Applications-and-Handouts
- **City Ordinance**
  - https://marina.municipal.codes/Code/10.46
- **County of Monterey**
  - **https://www.countyofmonterey.gov/government/departments-a-h/health/environmental-health/consumer-health-protection**

Questions?