



AGENDA

Wednesday, November 6, 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

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 Mayor Bruce C. Delgado from the address 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 an economic viability that supports a high level of municipal services and infrastructure. **(Resolution No. 2006-112 - May 2, 2006)**

LAND ACKNOWLEDGEMENT

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

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

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. Public Employee Performance Evaluation, Unrepresented Employee (CA Govt. Code Section 54957(b)) – City Manager
 - b. Real Property Negotiation (Govt. Code Section 54956.8)
 - i. Property: Marina Animal Shelter, APN: 033-171-025-000
Negotiating Party: California State Parks
Negotiator(s): City Manager
Terms: Price and Terms

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: None
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 105513-105688, totaling \$1,449,503.53
Accounts Payable Successor Agency Check Number 127, totaling \$36,174.99
 - b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) April 30, 2024, Special Study Session
 - (2) October 15, 2024, Regular City Council Meeting
 - c. CLAIMS AGAINST THE CITY:
 - (1) Staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Cynthia Wills, for a claim received on October 4, 2024.
 - d. AWARD OF BID: None
 - e. CALL FOR BIDS: None
 - f. ADOPTION OF RESOLUTIONS: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Adopting Resolution No. 2024-, supporting the City's application to the Pro housing Designation Program and the Pro Housing Incentive Grant Program.
 - (2) Adopting Resolution No. 2024-, consenting to waiver of potential conflict of interest in connection with Goldfarb & Lipman LLP's representation of Interim, Inc. ("Developer") related to the construction of the Marina Kai development in the City of Marina.
 - (3) Adopting Resolution No. 2024-, amending the authorized position list converting a part-time Special Events Coordinator position to a full time Recreation Specialist position.

g. APPROVAL OF AGREEMENTS:

- (1) Adopting Resolution No. 2024-, approving the Phase 3 North/Residential Public Improvement Agreement between the City of Marina and Shea Homes, LP, (“Developer”).

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS:

- (1) Adopting Resolution No. 2024-, approving the Phase 3 North/Residential Final Map for The Dunes on Monterey Bay Development Project Subdivision and authorizing the City Clerk to execute the Final Map on behalf of City subject to final review and approval by the City Attorney.

j. REPORTS: (RECEIVE AND FILE):

- (1) October 18, 2024, ReGen Board Meeting Recap.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING):

- (1) Read by title only and consider adopting Ordinance No. 2024-, amending Title 17 (Zoning Code) of the Marina Municipal Code, and amending the City of Marina Zoning Map, to implement the Downtown Specific Plan.

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 receive and file the Community Facilities District Report prepared by Goodwin Consulting; conduct a public hearing regarding the establishment of Community Facilities District No. 2024-1 (The Dunes West Side Services) and the levy of special taxes within the CFD, and types of public services to be funded by the special taxes; adopt **Resolution No. 2024-**, establishing the Dunes West Side Services CFD (the “ROF”) and calling a special election regarding the formation of the CFD and establishing an appropriations limit for the CFD; confirm all ballots have been received; receive City Clerk certification of election results; adopt **Resolution No. 2024-**, certifying election results; adopt **Ordinance No. 2024-**, levying the special taxes; adopt **Resolution No. 2024-**, approving a Services Funding Agreement with the Dunes Promenade Commercial Association and Marina Community Partners, LLC and an Indemnity Agreement with Marina Community Partners, LLC. **(45-Minutes)**

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-, receiving a presentation and authorizing the City Manager to enter into an agreement with Leathers and Associates, Inc. for design services, project management services and construction supervision for a new inclusive playground at Dunes City Park, not to exceed \$1,707,771.00, subject to review and approval by the City Attorney. **(30-Minutes)**
 - b. 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)* **(10-Minutes) Continued from October 15, 2024**
 - c. 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) Continued from October 15, 2024**
 - d. Presentation by city staff on the Cypress Knolls United States Environmental Protection Agency (US EPA) Brownfield Grants Opportunities. **(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 agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 6:30 p.m., Friday, November 1, 2024.

ANITA SHARP, DEPUTY CITY CLERK

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

City Council meetings may be viewed live on the meeting night and at 12:30 p.m. and 3:00 p.m. on Cable Channel 25 on the Sunday following the Regular City Council meeting date. In addition, Council meetings can be viewed at 6:30 p.m. every Monday, Tuesday and Wednesday. For more information

about viewing the Council Meetings on Channel 25, you may contact Access Monterey Peninsula directly at 831-333-1267.

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

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

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

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

Tuesday, November 19, 2024

Tuesday, December 3, 2024

Tuesday, December 17, 2024

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.
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November 14, 2024

November 28, 2024 (Cancelled)

December 12, 2024

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

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.



Accounts Payable by G/L Distribution Report

Payment Date Range 10/18/24 - 10/18/24

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 6500.700 - Training & Travel Training & Travel										
10140 - City Of Marina Petty Cash	10.16.24	Replenish Petty Cash	Paid by Check # 105566		10/16/2024	10/16/2024	10/16/2024		10/18/2024	55.00
Account 6500.700 - Training & Travel Training & Travel Totals									Invoice Transactions 1	\$55.00
Account 6600.630 - Other Charges Promotional Activities										
10140 - City Of Marina Petty Cash	10.16.24	Replenish Petty Cash	Paid by Check # 105566		10/16/2024	10/16/2024	10/16/2024		10/18/2024	98.07
Account 6600.630 - Other Charges Promotional Activities Totals									Invoice Transactions 1	\$98.07
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$153.07
Division 000 - Non-Div Totals									Invoice Transactions 2	\$153.07
Department 110 - City Council Totals									Invoice Transactions 2	\$153.07
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.240 - Prof Svc Grant Writer										
11084 - EMC Planning Group	23-089-7	coastal conservancy grant application	Paid by Check # 105526		08/31/2024	10/09/2024	10/09/2024		10/18/2024	2,458.13
Account 6300.240 - Prof Svc Grant Writer Totals									Invoice Transactions 1	\$2,458.13
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	00256613-IN	Ethenol Fuel	Paid by Check # 105541		09/13/2024	09/22/2024	09/22/2024		10/18/2024	130.30
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$130.30
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$2,588.43
Division 000 - Non-Div Totals									Invoice Transactions 2	\$2,588.43
Department 120 - City Mgr/HR/Risk Totals									Invoice Transactions 2	\$2,588.43
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.076 - Maint & Repairs Copier										
10406 - Monterey Bay Systems	479022	City Hall Copier Maintenance Contract - Oct. 2024-Jan. 12, 2025	Paid by EFT # 5255		10/08/2024	10/10/2024	10/10/2024		10/18/2024	668.20
Account 6360.076 - Maint & Repairs Copier Totals									Invoice Transactions 1	\$668.20
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 1	\$668.20
Division 000 - Non-Div Totals									Invoice Transactions 1	\$668.20
Department 125 - I. T. Totals									Invoice Transactions 1	\$668.20



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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 150 - City Attorney										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
10257 - Goldfarb & Lipman	477644	General - September 2024	Paid by EFT # 5251		10/14/2024	10/15/2024	10/15/2024		10/18/2024	206.50
10257 - Goldfarb & Lipman	477645	Marina Heights - September 2024	Paid by EFT # 5251		10/14/2024	10/15/2024	10/15/2024		10/18/2024	1,280.00
10257 - Goldfarb & Lipman	477646	The Dunes - September 2024	Paid by EFT # 5251		10/14/2024	10/15/2024	10/15/2024		10/18/2024	1,024.00
10257 - Goldfarb & Lipman	477647	Affordable Housing - September 2024	Paid by EFT # 5251		10/14/2024	10/15/2024	10/15/2024		10/18/2024	160.00
11718 - Noland, Hamerly, Etienne & Hoss	250853	Audit Opinion Letter - August 2024	Paid by Check # 105546		10/06/2024	10/10/2024	10/10/2024		10/18/2024	195.50
11718 - Noland, Hamerly, Etienne & Hoss	250854	Audit Opinion Letter - September 2024	Paid by Check # 105546		10/06/2024	10/10/2024	10/10/2024		10/18/2024	837.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions	6		\$3,703.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	6		\$3,703.00
Division 000 - Non-Div Totals							Invoice Transactions	6		\$3,703.00
Department 150 - City Attorney Totals							Invoice Transactions	6		\$3,703.00
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6150.200 - Medical Dental										
10737 - Premier Access Insurance-Premium Payment	10.-01-24	Dental Claim (10/2024)	Paid by Check # 105569		10/01/2024	10/01/2024	10/01/2024		10/18/2024	6,537.41
Account 6150.200 - Medical Dental Totals							Invoice Transactions	1		\$6,537.41
Account 6300.217 - Prof Svc Fin - Business Lic Services										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN042999	August 2024 BL Admin Fee	Paid by EFT # 5252		08/31/2024	10/15/2024	10/15/2024		10/18/2024	1,671.57
Account 6300.217 - Prof Svc Fin - Business Lic Services Totals							Invoice Transactions	1		\$1,671.57
Account 6300.570 - Prof Svc Other										
10588 - United Site Services	INV-4821774	2660 5th Ave Corp Yard	Paid by Check # 105562		09/30/2024	10/01/2024	10/01/2024		10/18/2024	907.03
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN043000	August 2024 - HDL TOT	Paid by EFT # 5252		08/31/2024	10/11/2024	10/11/2024		10/18/2024	2,088.69
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$2,995.72
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4208075626	Mat Service City Hall	Paid by Check # 105522		10/11/2024	10/11/2024	10/11/2024		10/18/2024	62.27
10129 - Cintas Corporation	4205205588	Mat Service City Hall	Paid by Check # 105522		09/13/2024	10/11/2024	10/11/2024		10/18/2024	52.60



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Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4206591626	Mat Service City Hall	Paid by Check # 105522		09/27/2024	10/11/2024	10/11/2024		10/18/2024	52.05
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions		3	\$166.92
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2024 562-0	PG&E - 4758891562-0	Paid by Check # 105548		10/09/2024	10/11/2024	10/11/2024		10/18/2024	1,419.08
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions		1	\$1,419.08
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Oct 2024 56-020	304 Hillcrest Ave	Paid by Check # 105538		10/10/2024	10/15/2024	10/15/2024		10/18/2024	93.07
10349 - Marina Coast Water District	Oct 2024 56-018	208 Palm Ave	Paid by Check # 105538		10/10/2024	10/15/2024	10/15/2024		10/18/2024	241.38
10349 - Marina Coast Water District	Oct 2024 56-017	208 Palm Ave Unit A	Paid by Check # 105538		10/10/2024	10/15/2024	10/15/2024		10/18/2024	71.59
10432 - Monterey One Water - former MRWPCA	Sept 2024 0192	3200 Del Monte Ave	Paid by Check # 105542		09/30/2024	10/07/2024	10/07/2024		10/18/2024	64.30
10432 - Monterey One Water - former MRWPCA	Sept 2024 1708	304 Hillcrest Ave	Paid by Check # 105542		09/30/2024	10/07/2024	10/07/2024		10/18/2024	64.30
10432 - Monterey One Water - former MRWPCA	Sept 2024 3245	3254 Abdy Way	Paid by Check # 105542		09/30/2024	10/07/2024	10/07/2024		10/18/2024	64.30
10432 - Monterey One Water - former MRWPCA	Sept 2024 3949	209 Cypress Ave	Paid by Check # 105542		09/30/2024	10/07/2024	10/07/2024		10/18/2024	128.60
10432 - Monterey One Water - former MRWPCA	Sept 2024 0325	2800 2nd Ave	Paid by Check # 105542		09/30/2024	10/07/2024	10/07/2024		10/18/2024	64.30
10432 - Monterey One Water - former MRWPCA	Sept 2024 0009	208 Palm Ave	Paid by Check # 105542		09/30/2024	10/07/2024	10/07/2024		10/18/2024	257.20
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions		9	\$1,049.04
Account 6600.452 - Other Charges Leased Copier										
11451 - Monterey Bay Office Products - US Bank	539582247	City Hall Copier Lease - October 2024	Paid by Check # 105540		10/04/2024	10/10/2024	10/10/2024		10/18/2024	380.20
Account 6600.452 - Other Charges Leased Copier Totals							Invoice Transactions		1	\$380.20
Account 6600.490 - Other Charges Membership Prof Orgs										
10072 - BMI General Licensing	55589865	Citywide Music Licensing - Oct 2024-Sept 2025	Paid by Check # 105518		10/02/2024	10/10/2024	10/10/2024		10/18/2024	435.00
Account 6600.490 - Other Charges Membership Prof Orgs Totals							Invoice Transactions		1	\$435.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		19	\$14,654.94
Division 000 - Non-Div Totals							Invoice Transactions		19	\$14,654.94
Department 190 - Citywide Non-Dept Totals							Invoice Transactions		19	\$14,654.94



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11874 - Just Ergonomics Inc	33319	Office Equipment	Paid by Check # 105535		10/04/2024	10/15/2024	10/15/2024		10/18/2024	500.00
10334 - Lexis Nexis Risk Solutions	1100030409	September 2024 Minimum Commitment	Paid by Check # 105537		09/30/2024	10/10/2024	10/10/2024		10/18/2024	150.00
11899 - Robert Half International, Inc	64173405	Temp Position - Admin Asst.	Paid by Check # 105553		10/09/2024	10/11/2024	10/11/2024		10/18/2024	1,866.80
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 3	\$2,516.80
Account 6360.570 - Maint & Repairs Other Svc Agr										
10981 - Sentry Alarm Systems of America, Inc.	2263339	Burglar Alarm Systems Cust # 1840	Paid by Check # 105556		10/15/2024	10/10/2024	10/10/2024		10/18/2024	540.90
10981 - Sentry Alarm Systems of America, Inc.	2263340	Sentry Burglar Alarms Cust # 1840 10-15-24	Paid by Check # 105556		10/15/2024	10/10/2024	10/10/2024		10/18/2024	150.00
10592 - U.S. Bank Equipment Finance-USbancorp	538934894	Contract Pmt 09/20/24 - 10/20/24	Paid by Check # 105561		09/26/2024	10/10/2024	10/10/2024		10/18/2024	1,346.39
10627 - Zoom Imaging Solutions	IN4051379	Meter Read	Paid by Check # 105565		03/19/2024	10/10/2024	10/10/2024		10/18/2024	111.88
10627 - Zoom Imaging Solutions	IN4239439	Meter Read	Paid by Check # 105565		06/24/2024	10/10/2024	10/10/2024		10/18/2024	1,750.82
Account 6360.570 - Maint & Repairs Other Svc Agr Totals									Invoice Transactions 5	\$3,899.99
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	00256613-IN	Ethenol Fuel	Paid by Check # 105541		09/13/2024	09/22/2024	09/22/2024		10/18/2024	4,951.57
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$4,951.57
Account 6400.565 - Material & Suppl Office Supplies										
10498 - Quill Corporation	40770659	Office Supplies	Paid by Check # 105551		09/25/2024	10/10/2024	10/10/2024		10/18/2024	596.22
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 1	\$596.22
Account 6400.635 - Material & Suppl Postage Shipping										
10235 - FedEx	8-641-44314	Acct # 3995-9218-6	Paid by Check # 105527		10/04/2024	10/10/2024	10/10/2024		10/18/2024	72.11
Account 6400.635 - Material & Suppl Postage Shipping Totals									Invoice Transactions 1	\$72.11
Account 6400.735 - Material & Suppl Office Equip										
11874 - Just Ergonomics Inc	33319	Office Equipment	Paid by Check # 105535		10/04/2024	10/15/2024	10/15/2024		10/18/2024	404.23
Account 6400.735 - Material & Suppl Office Equip Totals									Invoice Transactions 1	\$404.23
Account 6400.800 - Material & Suppl Uniform										
10309 - Salinas Valley Pro Squad	41291	Uniform - R. Hopkins	Paid by Check # 105555		08/05/2024	10/11/2024	10/11/2024		10/18/2024	583.30
10309 - Salinas Valley Pro Squad	41305	Uniform - K. Smith	Paid by Check # 105555		08/10/2024	10/11/2024	10/11/2024		10/18/2024	327.73



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.800 - Material & Suppl Uniform										
10309 - Salinas Valley Pro Squad	41341	Uniform - J. Flores	Paid by Check # 105555		08/19/2024	10/11/2024	10/11/2024		10/18/2024	1,510.70
10309 - Salinas Valley Pro Squad	41357	Uniform - J. Flores	Paid by Check # 105555		08/22/2024	10/11/2024	10/11/2024		10/18/2024	240.33
10309 - Salinas Valley Pro Squad	41358	Uniform - Sgt. Moreno	Paid by Check # 105555		08/22/2024	10/11/2024	10/11/2024		10/18/2024	327.68
10309 - Salinas Valley Pro Squad	41364	Uniform - Santana	Paid by Check # 105555		08/23/2024	10/11/2024	10/11/2024		10/18/2024	43.68
10309 - Salinas Valley Pro Squad	41179	Uniform - K. Ruelas	Paid by Check # 105555		06/27/2024	10/11/2024	10/11/2024		10/18/2024	190.06
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions 7			\$3,223.48
Account 6500.620 - Training & Travel POST										
11408 - Johnson, Christopher	10-10-24	Johnson SLI Session - Transportation Per Diem	Paid by EFT # 5253		10/10/2024	10/14/2024	10/14/2024		10/18/2024	97.66
Account 6500.620 - Training & Travel POST Totals							Invoice Transactions 1			\$97.66
Account 6600.400 - Other Charges - Fees										
10592 - U.S. Bank Equipment Finance-USbancorp	538934894	Contract Pmt 09/20/24 - 10/20/24	Paid by Check # 105561		09/26/2024	10/10/2024	10/10/2024		10/18/2024	114.05
Account 6600.400 - Other Charges - Fees Totals							Invoice Transactions 1			\$114.05
Account 6600.465 - Other Charges Live Scan										
10193 - California Department of Justice	765886	Cust # 110312: Livescans	Paid by Check # 105520		10/03/2024	10/15/2024	10/15/2024		10/18/2024	832.00
Account 6600.465 - Other Charges Live Scan Totals							Invoice Transactions 1			\$832.00
Account 6600.485 - Other Charges Medical Svc - Investigations										
10445 - Natividad Medical Center	06-20-24	Blood Alcohol Testing - Aaron Garcia	Paid by Check # 105544		09/19/2024	09/19/2024	09/19/2024		10/18/2024	31.00
10445 - Natividad Medical Center	03-06-24	Collect Blood Alcohol DUI - Christopher Vann	Paid by Check # 105544		03/06/2024	09/25/2024	09/25/2024		10/18/2024	31.00
10445 - Natividad Medical Center	08-06-24	Collect Blood Alcohol DUI - Edward Anguiano	Paid by Check # 105544		08/06/2024	09/25/2024	09/25/2024		10/18/2024	31.00
10445 - Natividad Medical Center	05-06-24	Collect Blood Alcohol DUI	Paid by Check # 105544		05/06/2024	09/25/2024	09/25/2024		10/18/2024	93.00
Account 6600.485 - Other Charges Medical Svc - Investigations Totals							Invoice Transactions 4			\$186.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 26			\$16,894.11
Division 000 - Non-Div Totals							Invoice Transactions 26			\$16,894.11
Department 210 - Police Totals							Invoice Transactions 26			\$16,894.11



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4208075488	Shop towels	Paid by Check # 105522		10/11/2024	10/14/2024	10/14/2024		10/18/2024	159.99
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions 1			<u>\$159.99</u>
Account 6360.850 - Maint & Repairs Vehicle										
10780 - Allstar Fire Equipment Inc.	259186	Streamlight Portable Scene Light & Vehicle Mount	Paid by EFT # 5248		09/30/2024	10/09/2024	10/09/2024		10/18/2024	2,586.21
10323 - L.N. Curtis & Sons	INV872308	Charger Cradle Assy	Paid by EFT # 5254		10/02/2024	10/11/2024	10/11/2024		10/18/2024	336.49
11134 - Leisure West Camper Shells, Inc.	25455	Tailgate Seal	Paid by Check # 105536		08/22/2024	10/11/2024	10/11/2024		10/18/2024	40.00
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions 3			<u>\$2,962.70</u>
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9974750843	FD Mobile Charges - Aug 26 - Sept 25, 2024	Paid by EFT # 5259		09/25/2024	10/09/2024	10/09/2024		10/18/2024	469.32
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			<u>\$469.32</u>
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	00256613-IN	Ethenol Fuel	Paid by Check # 105541		09/13/2024	09/22/2024	09/22/2024		10/18/2024	390.91
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 1			<u>\$390.91</u>
Account 6400.565 - Material & Suppl Office Supplies										
11149 - Suich, Athena - Reimbursement only	09-30-24	Reimbursement for Trama Card Sample	Paid by Check # 105559		09/30/2024	10/09/2024	10/09/2024		10/18/2024	27.92
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions 1			<u>\$27.92</u>
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent										
10470 - Peninsula Welding & Medical Supply	267635	Non-Liquid Cylinders	Paid by Check # 105550		09/30/2024	10/01/2024	10/01/2024		10/18/2024	12.90
12111 - Michael Mastroianni/Monterey Bay Equestrian Center	2020	Face painting for Fire Prevention Open House	Paid by Check # 105539		10/04/2024	10/14/2024	10/14/2024		10/18/2024	700.00
11954 - Yessica Infante-Sanchez/Yessica Infante Face Paint	2024108	Face painting for Fire Prevention Open House	Paid by Check # 105564		10/09/2024	10/14/2024	10/14/2024		10/18/2024	220.00
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent Totals							Invoice Transactions 3			<u>\$932.90</u>
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	089518	Station supplies, glue, markers & battery lith photo	Paid by Check # 105513		09/26/2024	10/09/2024	10/09/2024		10/18/2024	69.16
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions 1			<u>\$69.16</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.800 - Material & Suppl Uniform										
10323 - L.N. Curtis & Sons	INV873602	Uniform pants for D. Mendes	Paid by EFT # 5254		10/07/2024	10/09/2024	10/09/2024		10/18/2024	306.85
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions		1	<u>\$306.85</u>
Account 6500.700 - Training & Travel Training & Travel										
10140 - City Of Marina Petty Cash	10.16.24	Replenish Petty Cash	Paid by Check # 105566		10/16/2024	10/16/2024	10/16/2024		10/18/2024	37.00
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions		1	<u>\$37.00</u>
Account 6700.110 - Capital Outlay Equipment										
12109 - Hydronalix, Inc.	241001	Emily Kit, Portable Water Rescue Device with Accessories	Paid by Check # 105533		10/08/2024	10/14/2024	10/14/2024		10/18/2024	17,506.00
Account 6700.110 - Capital Outlay Equipment Totals							Invoice Transactions		1	<u>\$17,506.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		14	<u>\$22,862.75</u>
Division 000 - Non-Div Totals							Invoice Transactions		14	<u>\$22,862.75</u>
Department 250 - Fire Totals							Invoice Transactions		14	<u>\$22,862.75</u>
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	089533	Vince DiMaggio Parking lot painting	Paid by Check # 105515		09/30/2024	10/14/2024	10/14/2024		10/18/2024	56.72
10728 - Ace Hardware-Public Works	089557	Wetlands	Paid by Check # 105515		10/01/2024	10/14/2024	10/14/2024		10/18/2024	40.71
10728 - Ace Hardware-Public Works	089559	Locke Paddon Park	Paid by Check # 105515		10/02/2024	10/14/2024	10/14/2024		10/18/2024	38.20
10728 - Ace Hardware-Public Works	089568	Wetlands	Paid by Check # 105515		10/03/2024	10/14/2024	10/14/2024		10/18/2024	56.70
10728 - Ace Hardware-Public Works	089560	Wetlands	Paid by Check # 105515		10/02/2024	10/14/2024	10/14/2024		10/18/2024	48.80
10728 - Ace Hardware-Public Works	089591	Dog Kennel	Paid by Check # 105515		10/04/2024	10/14/2024	10/14/2024		10/18/2024	16.35
10728 - Ace Hardware-Public Works	089581	Wetlands	Paid by Check # 105515		10/03/2024	10/14/2024	10/14/2024		10/18/2024	40.42
10034 - American Supply Co.	0187828	City Supplies	Paid by Check # 105516		09/27/2024	10/07/2024	10/07/2024		10/18/2024	3,511.08
10034 - American Supply Co.	0186042	City Supplies	Paid by Check # 105516		07/11/2024	10/07/2024	10/07/2024		10/18/2024	924.26
10034 - American Supply Co.	0187956	Custodian Supply	Paid by Check # 105516		10/02/2024	10/14/2024	10/14/2024		10/18/2024	125.58



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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 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10250 - Gavilan Pest Control	0165434	2660 5th Ave Corp Yard	Paid by Check # 105529		10/07/2024	10/15/2024	10/15/2024		10/18/2024	105.00
10250 - Gavilan Pest Control	0165610	211 Hillcrest Ave Rodents	Paid by Check # 105529		10/01/2024	10/15/2024	10/15/2024		10/18/2024	82.00
10263 - Green Line	97397	Grease Service	Paid by Check # 105531		10/09/2024	10/09/2024	10/09/2024		10/18/2024	1,785.00
10538 - Sherwin-Williams	0029-4	Fence	Paid by Check # 105557		10/01/2024	10/14/2024	10/14/2024		10/18/2024	116.30
10538 - Sherwin-Williams	4212-8	Wetlands Fence	Paid by Check # 105557		10/07/2024	10/14/2024	10/14/2024		10/18/2024	121.48
10538 - Sherwin-Williams	4087-4	Locke Paddon Park	Paid by Check # 105557		10/04/2024	10/14/2024	10/14/2024		10/18/2024	297.94
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals									Invoice Transactions 16	\$7,366.54
Account 6360.690 - Maint & Repairs Supplies										
10981 - Sentry Alarm Systems of America, Inc.	2265190	Sports Center Installation of Equipment, Labor & Materials	Paid by Check # 105556		10/06/2024	10/10/2024	10/10/2024		10/18/2024	2,504.42
11002 - Chris Wilson Plumbing & Heating Repair	64681619	211 Hillcrest Ave	Paid by Check # 105521		10/03/2024	10/07/2024	10/07/2024		10/18/2024	327.49
Account 6360.690 - Maint & Repairs Supplies Totals									Invoice Transactions 2	\$2,831.91
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Sept 2024 56-046	3100 Preston Dr	Paid by Check # 105538		09/20/2024	10/01/2024	10/01/2024		10/18/2024	176.18
10349 - Marina Coast Water District	Sept 2024 56-045	3100 Preston Dr	Paid by Check # 105538		09/20/2024	10/01/2024	10/01/2024		10/18/2024	2,274.44
10349 - Marina Coast Water District	Sept 2024 56-094	2660 5th Ave Corp Yard	Paid by Check # 105538		09/20/2024	10/01/2024	10/01/2024		10/18/2024	358.10
10349 - Marina Coast Water District	Sept 2024 56-090	Locke Paddon Park	Paid by Check # 105538		09/20/2024	10/01/2024	10/01/2024		10/18/2024	122.01
10349 - Marina Coast Water District	Sept 2024 56-006	188 Seaside Circle	Paid by Check # 105538		09/20/2024	10/01/2024	10/01/2024		10/18/2024	454.82
10349 - Marina Coast Water District	Sept 2024 56-042	3040 Lake Dr	Paid by Check # 105538		09/20/2024	10/01/2024	10/01/2024		10/18/2024	199.62
10349 - Marina Coast Water District	Sept 2024 56-061	Reservation/Locke Paddon Park	Paid by Check # 105538		09/20/2024	10/01/2024	10/01/2024		10/18/2024	173.05
10349 - Marina Coast Water District	Oct 2024 56-001	209-13 Cypress Ave	Paid by Check # 105538		10/10/2024	10/15/2024	10/15/2024		10/18/2024	197.90
10349 - Marina Coast Water District	Oct 2024 56-019	211 Hillcrest Ave	Paid by Check # 105538		10/10/2024	10/15/2024	10/15/2024		10/18/2024	761.38
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 9	\$4,717.50



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Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	00256613-IN	Ethenol Fuel	Paid by Check # 105541		09/13/2024	09/22/2024	09/22/2024		10/18/2024	195.46
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals								Invoice Transactions	1	\$195.46
Account 6400.737 - Material & Suppl Tools & Equip										
12035 - BIG TEX TRAILER WORLD INC / DBA JACOBSEN TRAILERS	265880	Iron Panther	Paid by Check # 105517		09/26/2024	10/14/2024	10/14/2024		10/18/2024	13,364.01
Account 6400.737 - Material & Suppl Tools & Equip Totals								Invoice Transactions	1	\$13,364.01
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110561580	PW Uniforms	Paid by Check # 105563		10/11/2024	10/14/2024	10/14/2024		10/18/2024	179.16
Account 6400.800 - Material & Suppl Uniform Totals								Invoice Transactions	1	\$179.16
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	30	\$28,654.58
Division 311 - Buildings & Grounds Totals								Invoice Transactions	30	\$28,654.58
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-086270	Parts	Paid by Check # 105543		10/02/2024	10/14/2024	10/14/2024		10/18/2024	1,115.60
Account 6360.690 - Maint & Repairs Supplies Totals								Invoice Transactions	1	\$1,115.60
Account 6360.850 - Maint & Repairs Vehicle										
10528 - Salinas Valley Ford	117616	Ford F250	Paid by Check # 105554		10/09/2024	10/14/2024	10/14/2024		10/18/2024	2,375.36
Account 6360.850 - Maint & Repairs Vehicle Totals								Invoice Transactions	1	\$2,375.36
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	2	\$3,490.96
Division 313 - Vehicle Maint Totals								Invoice Transactions	2	\$3,490.96
Department 310 - Public Works Totals								Invoice Transactions	32	\$32,145.54
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.	00256613-IN	Ethenol Fuel	Paid by Check # 105541		09/13/2024	09/22/2024	09/22/2024		10/18/2024	130.30
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals								Invoice Transactions	1	\$130.30



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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 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.565 - Material & Suppl Office Supplies										
10140 - City Of Marina Petty Cash	10.16.24	Replenish Petty Cash	Paid by Check # 105566		10/16/2024	10/16/2024	10/16/2024		10/18/2024	46.00
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions	1		\$46.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$176.30
Division 000 - Non-Div Totals							Invoice Transactions	2		\$176.30
Department 410 - Planning Totals							Invoice Transactions	2		\$176.30
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	58301	Dunes Phase 2 North Inspections	Paid by EFT # 5250		10/08/2024	10/09/2024	10/09/2024		10/18/2024	342.00
10171 - CSG Consultants	58308	Marina Heights Inspection	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	1,710.00
10171 - CSG Consultants	58311	Sea Haven Inspection Phase 3B	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	3,762.00
10171 - CSG Consultants	58312	Sea Haven Inspections Phase 4	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	7,353.00
10171 - CSG Consultants	58314	Sea Haven Phase 4 Rough Grading	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	228.00
Account 6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check Totals							Invoice Transactions	5		\$13,395.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	58293	Permits/Development	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	23,991.00
10171 - CSG Consultants	58297	PWD Services	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	27,580.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions	2		\$51,571.00
Account 6300.185 - Prof Svc Engineering Svs-Staff Augment										
10171 - CSG Consultants	57885	Staff Augmentation	Paid by EFT # 5250		09/12/2024	09/22/2024	09/22/2024		10/18/2024	6,213.00
10171 - CSG Consultants	58294	Staff Augmentation	Paid by EFT # 5250		10/08/2024	10/09/2024	10/09/2024		10/18/2024	2,907.00
Account 6300.185 - Prof Svc Engineering Svs-Staff Augment Totals							Invoice Transactions	2		\$9,120.00



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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 6300.190 - Prof Svc Engineering Svc Interagency										
10171 - CSG Consultants	57886	MCWD	Paid by EFT # 5250		09/12/2024	09/22/2024	09/22/2024		10/18/2024	456.00
10171 - CSG Consultants	57887	TAMC	Paid by EFT # 5250		09/12/2024	09/22/2024	09/22/2024		10/18/2024	1,368.00
10171 - CSG Consultants	58295	RWQCB	Paid by EFT # 5250		10/08/2024	10/09/2024	10/09/2024		10/18/2024	1,140.00
10171 - CSG Consultants	58296	TAMC	Paid by EFT # 5250		10/08/2024	10/09/2024	10/09/2024		10/18/2024	2,052.00
Account 6300.190 - Prof Svc Engineering Svc Interagency Totals										Invoice Transactions 4
										\$5,016.00
Account 6330.200 - Fee Agr Costs - Engineering										
10171 - CSG Consultants	57889	200 Reservation Rd (Starbucks)	Paid by EFT # 5250		09/12/2024	09/22/2024	09/22/2024		10/18/2024	513.00
10171 - CSG Consultants	57900	Grocery @ Promenade	Paid by EFT # 5250		09/12/2024	09/22/2024	09/22/2024		10/18/2024	4,769.00
10171 - CSG Consultants	57901	Lightfighter Village 229 Hayes	Paid by EFT # 5250		09/12/2024	09/22/2024	09/22/2024		10/18/2024	1,026.00
10171 - CSG Consultants	57903	Marina Station Inspections	Paid by EFT # 5250		09/12/2024	09/22/2024	09/22/2024		10/18/2024	3,078.00
10171 - CSG Consultants	57909	Seacrest Apartments 3108 Seacrest Ave	Paid by EFT # 5250		09/12/2024	09/22/2024	09/22/2024		10/18/2024	2,907.00
10171 - CSG Consultants	58299	Dunes Phase 1B Promenade	Paid by EFT # 5250		10/08/2024	10/09/2024	10/09/2024		10/18/2024	1,140.00
10171 - CSG Consultants	58300	Dunes Phase 2 West	Paid by EFT # 5250		10/08/2024	10/09/2024	10/09/2024		10/18/2024	2,319.00
10171 - CSG Consultants	58302	Dunes Phase 2 West Inspections	Paid by EFT # 5250		10/08/2024	10/09/2024	10/09/2024		10/18/2024	6,204.00
10171 - CSG Consultants	58303	Dunes Phase 3 North	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	5,123.00
10171 - CSG Consultants	58304	Dunes Promenade 1B Inspections	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	6,765.00
10171 - CSG Consultants	58305	Grocery @ Promenade	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	4,925.00
10171 - CSG Consultants	58306	Home2Suites by Hilton	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	342.00
10171 - CSG Consultants	58307	Lightfighter Village 229 Hayes	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	342.00
10171 - CSG Consultants	58310	Marina Station Inspections	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	2,736.00
10171 - CSG Consultants	58315	Seacrest Apartments 3108 Seacrest Ave	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	2,394.00



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Fund 100 - General Fund										
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.200 - Fee Agr Costs - Engineering										
10171 - CSG Consultants	58316	USA Properties BMR Site 2	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	1,197.00
10171 - CSG Consultants	58317	Via Del Mar	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	513.00
10171 - CSG Consultants	58318	Via Del Mar Subdivision (3220 Abdy Way)	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	171.00
10189 - Denise Duffy & Associates	9446	Hilltop Park	Paid by Check # 105524		10/07/2024	10/07/2024	10/07/2024		10/18/2024	624.00
Account 6330.200 - Fee Agr Costs - Engineering Totals							Invoice Transactions		19	\$47,088.00
Account 6500.700 - Training & Travel Training & Travel										
12106 - Flasher Barricade Association	10-08-24	Traffic Control Training Class	Paid by Check # 105528		10/08/2024	10/14/2024	10/14/2024		10/18/2024	4,650.00
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions		1	\$4,650.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		33	\$130,840.00
Division 000 - Non-Div Totals							Invoice Transactions		33	\$130,840.00
Department 420 - Engineering Totals							Invoice Transactions		33	\$130,840.00
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.070 - Prof Svc Building Plan Check & Inspection										
10171 - CSG Consultants	B241770	Building Plan Review Services 09/01/24-09/30/24	Paid by EFT # 5250		10/01/2024	10/11/2024	10/11/2024		10/18/2024	3,285.08
10171 - CSG Consultants	58313	Sea Haven Phase 4 Map/Plan Review	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	1,140.00
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals							Invoice Transactions		2	\$4,425.08
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		2	\$4,425.08
Division 000 - Non-Div Totals							Invoice Transactions		2	\$4,425.08
Department 430 - Building Inspection Totals							Invoice Transactions		2	\$4,425.08
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228823	Custodial Services for September 2024	Paid by EFT # 5249		09/27/2024	10/09/2024	10/09/2024		10/18/2024	906.47
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions		1	\$906.47
Account 6360.690 - Maint & Repairs Supplies										
10726 - Ace Hardware-Parks&Recreation	089437	cust #107	Paid by Check # 105514		09/18/2024	10/10/2024	10/10/2024		10/18/2024	155.06



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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 6360.690 - Maint & Repairs Supplies										
10726 - Ace Hardware-Parks&Recreation	089502	cust #107	Paid by Check # 105514		09/25/2024	10/10/2024	10/10/2024		10/18/2024	83.99
10726 - Ace Hardware-Parks&Recreation	089504	cust #107	Paid by Check # 105514		09/25/2024	10/10/2024	10/10/2024		10/18/2024	14.19
Account 6360.690 - Maint & Repairs Supplies Totals								Invoice Transactions	3	\$253.24
Account 6380.150 - Utilities Comm Phone System										
10603 - Verizon Wireless	9974100065	542484588-00001	Paid by EFT # 5259		09/17/2024	10/09/2024	10/09/2024		10/18/2024	260.05
Account 6380.150 - Utilities Comm Phone System Totals								Invoice Transactions	1	\$260.05
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	00256613-IN	Ethenol Fuel	Paid by Check # 105541		09/13/2024	09/22/2024	09/22/2024		10/18/2024	325.76
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals								Invoice Transactions	1	\$325.76
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	6	\$1,745.52
Division 100 - Admin Totals								Invoice Transactions	6	\$1,745.52
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228823	Custodial Services for September 2024	Paid by EFT # 5249		09/27/2024	10/09/2024	10/09/2024		10/18/2024	350.00
Account 6360.360 - Maint & Repairs Janitorial Totals								Invoice Transactions	1	\$350.00
Account 6400.660 - Material & Suppl Recr Youth Progr										
10726 - Ace Hardware-Parks&Recreation	089022	cust #107	Paid by Check # 105514		08/05/2024	10/10/2024	10/10/2024		10/18/2024	38.22
10726 - Ace Hardware-Parks&Recreation	089036	cust #107	Paid by Check # 105514		08/06/2024	10/10/2024	10/10/2024		10/18/2024	33.86
10726 - Ace Hardware-Parks&Recreation	089122	cust #107	Paid by Check # 105514		08/14/2024	10/10/2024	10/10/2024		10/18/2024	21.83
10726 - Ace Hardware-Parks&Recreation	089143	cust #107	Paid by Check # 105514		08/16/2024	10/10/2024	10/10/2024		10/18/2024	19.64
10897 - TechRx Technology Services	12088	youth center desktop	Paid by EFT # 5257		08/31/2024	10/09/2024	10/09/2024		10/18/2024	1,420.73
Account 6400.660 - Material & Suppl Recr Youth Progr Totals								Invoice Transactions	5	\$1,534.28
Account 6400.740 - Material & Suppl Special Dept Suppl										
10726 - Ace Hardware-Parks&Recreation	089006	cust #107	Paid by Check # 105514		08/03/2024	10/10/2024	10/10/2024		10/18/2024	68.75
10726 - Ace Hardware-Parks&Recreation	089007	cust #107	Paid by Check # 105514		08/03/2024	10/10/2024	10/10/2024		10/18/2024	87.33
10726 - Ace Hardware-Parks&Recreation	089008	cust #107	Paid by Check # 105514		08/03/2024	10/10/2024	10/10/2024		10/18/2024	26.20



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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 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6400.740 - Material & Suppl Special Dept Suppl										
10726 - Ace Hardware-Parks&Recreation	089009	cust #107	Paid by Check # 105514		08/03/2024	10/10/2024	10/10/2024		10/18/2024	88.96
10726 - Ace Hardware-Parks&Recreation	089010	cust #107	Paid by Check # 105514		08/03/2024	10/10/2024	10/10/2024		10/18/2024	18.32
10726 - Ace Hardware-Parks&Recreation	089012	cust #107	Paid by Check # 105514		08/03/2024	10/10/2024	10/10/2024		10/18/2024	125.52
10726 - Ace Hardware-Parks&Recreation	089013	cust #107	Paid by Check # 105514		08/03/2024	10/10/2024	10/10/2024		10/18/2024	4.38
10726 - Ace Hardware-Parks&Recreation	089015	cust #107	Paid by Check # 105514		08/05/2024	10/10/2024	10/10/2024		10/18/2024	87.32
10726 - Ace Hardware-Parks&Recreation	089025	cust #107	Paid by Check # 105514		08/05/2024	10/10/2024	10/10/2024		10/18/2024	110.28
10726 - Ace Hardware-Parks&Recreation	089039	cust #107	Paid by Check # 105514		08/06/2024	10/10/2024	10/10/2024		10/18/2024	109.04
10726 - Ace Hardware-Parks&Recreation	089146	cust #107	Paid by Check # 105514		08/17/2024	10/10/2024	10/10/2024		10/18/2024	32.76
10726 - Ace Hardware-Parks&Recreation	089148	cust #107	Paid by Check # 105514		08/17/2024	10/10/2024	10/10/2024		10/18/2024	10.93
10726 - Ace Hardware-Parks&Recreation	089149	cust #107	Paid by Check # 105514		08/17/2024	10/10/2024	10/10/2024		10/18/2024	35.52
10726 - Ace Hardware-Parks&Recreation	089212	cust #107	Paid by Check # 105514		08/24/2024	10/10/2024	10/10/2024		10/18/2024	16.42
10726 - Ace Hardware-Parks&Recreation	089288	cust #107	Paid by Check # 105514		08/31/2024	10/10/2024	10/10/2024		10/18/2024	7.64
10726 - Ace Hardware-Parks&Recreation	089336	cust #107	Paid by Check # 105514		09/08/2024	10/10/2024	10/10/2024		10/18/2024	109.17
10726 - Ace Hardware-Parks&Recreation	089399	cust #107	Paid by Check # 105514		09/15/2024	10/10/2024	10/10/2024		10/18/2024	92.82
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions	17		\$1,031.36
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	23		\$2,915.64
Division 511 - Youth Totals							Invoice Transactions	23		\$2,915.64
Division 512 - Teen										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228823	Custodial Services for September 2024	Paid by EFT # 5249		09/27/2024	10/09/2024	10/09/2024		10/18/2024	474.00
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	1		\$474.00
Account 6400.740 - Material & Suppl Special Dept Suppl										
10728 - Ace Hardware-Public Works	089588	Teen Center	Paid by Check # 105515		10/04/2024	10/14/2024	10/14/2024		10/18/2024	302.54



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Fund 100 - General Fund										
Department 510 - Recreation & Culture										
Division 512 - Teen										
Sub-Division 00 - Non-Subdiv										
Account 6400.740 - Material & Suppl Special Dept Suppl										
10084 - BSN Sports Inc	927032446	teen center supplies	Paid by Check # 105519		09/25/2024	10/09/2024	10/09/2024		10/18/2024	583.18
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions	2		\$885.72
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$1,359.72
Division 512 - Teen Totals							Invoice Transactions	3		\$1,359.72
Division 513 - Senior										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228823	Custodial Services for September 2024	Paid by EFT # 5249		09/27/2024	10/09/2024	10/09/2024		10/18/2024	329.00
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	1		\$329.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$329.00
Division 513 - Senior Totals							Invoice Transactions	1		\$329.00
Division 514 - Sports										
Sub-Division 00 - Non-Subdiv										
Account 6400.656 - Material & Suppl Recr Sports Prog										
12060 - Fun4All LLC	50790	Lego Workshop	Paid by Check # 105571		08/02/2024	10/10/2024	10/10/2024		10/18/2024	400.00
12060 - Fun4All LLC	50100	Slime Camp	Paid by Check # 105571		06/28/2024	10/10/2024	10/10/2024		10/18/2024	1,500.00
12060 - Fun4All LLC	50180	Slime Workshop	Paid by Check # 105571		06/28/2024	10/10/2024	10/10/2024		10/18/2024	400.00
12060 - Fun4All LLC	50710	Lego Camp	Paid by Check # 105571		08/02/2024	10/10/2024	10/10/2024		10/18/2024	990.00
10581 - Trucksis Enterprises	13970	youth floor hockey	Paid by EFT # 5258		09/30/2024	10/09/2024	10/09/2024		10/18/2024	374.18
Account 6400.656 - Material & Suppl Recr Sports Prog Totals							Invoice Transactions	5		\$3,664.18
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	5		\$3,664.18
Division 514 - Sports Totals							Invoice Transactions	5		\$3,664.18
Department 510 - Recreation & Culture Totals							Invoice Transactions	38		\$10,014.06
Fund 100 - General Fund Totals							Invoice Transactions	177		\$239,125.48



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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 130 - Library Maintenance										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	148404	Landscape Maintenance September 2024	Paid by Check # 105545		09/30/2024	10/07/2024	10/07/2024		10/18/2024	675.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		<u>\$675.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$675.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$675.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$675.00</u>
Fund 130 - Library Maintenance Totals							Invoice Transactions	1		<u>\$675.00</u>



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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 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	089576	Streets Potholes	Paid by Check # 105515		10/03/2024	10/14/2024	10/14/2024		10/18/2024	28.38
Account 6360.690 - Maint & Repairs Supplies Totals										Invoice Transactions 1
										\$28.38
Account 6360.780 - Maint & Repairs Traffic Signals										
10728 - Ace Hardware-Public Works	089558	Reservation and Imjin	Paid by Check # 105515		10/01/2024	10/14/2024	10/14/2024		10/18/2024	17.44
10728 - Ace Hardware-Public Works	089577	Traffic Cabinet	Paid by Check # 105515		10/03/2024	10/14/2024	10/14/2024		10/18/2024	23.02
Account 6360.780 - Maint & Repairs Traffic Signals Totals										Invoice Transactions 2
										\$40.46
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2024 202-3	PG&E - 6594070202-3	Paid by Check # 105548		10/09/2024	10/11/2024	10/11/2024		10/18/2024	120.77
10463 - Pacific Gas & Electric	Oct 2024 720-0	PG&E - 0167505720-0	Paid by Check # 105548		10/09/2024	10/11/2024	10/11/2024		10/18/2024	1,069.15
10463 - Pacific Gas & Electric	Oct 2024 085-2	PG&E - 5434906085-2	Paid by Check # 105548		10/09/2024	10/11/2024	10/11/2024		10/18/2024	112.01
10463 - Pacific Gas & Electric	Oct 2024 582-7	PG&E - 8161432582-7	Paid by Check # 105548		10/08/2024	10/15/2024	10/15/2024		10/18/2024	143.46
10463 - Pacific Gas & Electric	Oct 2024 353-7	PG&E - 9930567353-7	Paid by Check # 105548		10/08/2024	10/15/2024	10/15/2024		10/18/2024	30.34
10463 - Pacific Gas & Electric	Oct 2024 943-2	PG&E - 6150212943-2	Paid by Check # 105548		10/08/2024	10/15/2024	10/15/2024		10/18/2024	45.22
Account 6380.300 - Utilities Gas & Electric Totals										Invoice Transactions 6
										\$1,520.95
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Sept 2024 56-028	California at Jerry Ct	Paid by Check # 105538		09/20/2024	10/01/2024	10/01/2024		10/18/2024	65.06
10349 - Marina Coast Water District	Sept 2024 56-040	Hilo Ave	Paid by Check # 105538		09/20/2024	10/01/2024	10/01/2024		10/18/2024	42.29
10349 - Marina Coast Water District	Oct 2024 56-022	Reser/Marina Auto Stereo/Irrigation	Paid by Check # 105538		10/10/2024	10/15/2024	10/15/2024		10/18/2024	65.06
10349 - Marina Coast Water District	Oct 2024 56-024	Del Monte/Palm	Paid by Check # 105538		10/10/2024	10/15/2024	10/15/2024		10/18/2024	190.34
10349 - Marina Coast Water District	Oct 2024 56-021	Reservation Rd/by 290-308 Reservation	Paid by Check # 105538		10/10/2024	10/15/2024	10/15/2024		10/18/2024	65.06
10349 - Marina Coast Water District	Oct 2024 56-016	Resev Rd & Seacrest Ave-Next to Fire Hyd	Paid by Check # 105538		10/10/2024	10/15/2024	10/15/2024		10/18/2024	65.06
Account 6380.500 - Utilities Water & Sewer Totals										Invoice Transactions 6
										\$492.87



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Fund 220 - Gas Tax										
Department 000 - Non-Dept										
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.	00256613-IN	Ethenol Fuel	Paid by Check # 105541		09/13/2024	09/22/2024	09/22/2024		10/18/2024	195.46
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										Invoice Transactions 1
										<u>\$195.46</u>
Account 6400.740 - Material & Suppl Special Dept Suppl										
10540 - Sierra Springs & Alhambra	14225799 101324	209 Cypress Ave	Paid by Check # 105558		10/13/2024	10/15/2024	10/15/2024		10/18/2024	188.87
Account 6400.740 - Material & Suppl Special Dept Suppl Totals										Invoice Transactions 1
										<u>\$188.87</u>
Account 6400.752 - Material & Suppl Street Paint & Legends										
10728 - Ace Hardware-Public Works	089643	Streets, Sidewalk list	Paid by Check # 105515		10/10/2024	10/14/2024	10/14/2024		10/18/2024	21.83
10538 - Sherwin-Williams	3415-8	Streets	Paid by Check # 105557		07/09/2024	10/09/2024	10/09/2024		10/18/2024	381.76
10538 - Sherwin-Williams	9191-9	Streets	Paid by Check # 105557		07/11/2024	10/09/2024	10/09/2024		10/18/2024	1,744.18
10538 - Sherwin-Williams	4569-1	Streets	Paid by Check # 105557		08/09/2024	10/09/2024	10/09/2024		10/18/2024	874.00
Account 6400.752 - Material & Suppl Street Paint & Legends Totals										Invoice Transactions 4
										<u>\$3,021.77</u>
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110561581	PW Shop Items	Paid by Check # 105563		10/11/2024	10/14/2024	10/14/2024		10/18/2024	73.51
Account 6400.800 - Material & Suppl Uniform Totals										Invoice Transactions 1
										<u>\$73.51</u>
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 22
										<u>\$5,562.27</u>
Division 000 - Non-Div Totals										Invoice Transactions 22
										<u>\$5,562.27</u>
Department 000 - Non-Dept Totals										Invoice Transactions 22
										<u>\$5,562.27</u>
Fund 220 - Gas Tax Totals										Invoice Transactions 22
										<u>\$5,562.27</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/18/24 - 10/18/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 232 - Seabreeze AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	148404	Landscape Maintenance September 2024	Paid by Check # 105545		09/30/2024	10/07/2024	10/07/2024		10/18/2024	218.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		<u>\$218.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$218.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$218.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$218.00</u>
Fund 232 - Seabreeze AD Totals							Invoice Transactions	1		<u>\$218.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/18/24 - 10/18/24

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 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	148404	Landscape Maintenance September 2024	Paid by Check # 105545		09/30/2024	10/07/2024	10/07/2024		10/18/2024	468.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		<u>\$468.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$468.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$468.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$468.00</u>
Fund 233 - Monterey Bay Estates AD Totals							Invoice Transactions	1		<u>\$468.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/18/24 - 10/18/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 235 - Cypress Cove II AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	57876	Cypress Cove II	Paid by EFT # 5250		09/12/2024	09/22/2024	09/22/2024		10/18/2024	228.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions		1	228.00
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	148404	Landscape Maintenance September 2024	Paid by Check # 105545		09/30/2024	10/07/2024	10/07/2024		10/18/2024	530.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions		1	530.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		2	758.00
Division 000 - Non-Div Totals							Invoice Transactions		2	758.00
Department 000 - Non-Dept Totals							Invoice Transactions		2	758.00
Fund 235 - Cypress Cove II AD Totals							Invoice Transactions		2	758.00



Accounts Payable by G/L Distribution Report

Payment Date Range 10/18/24 - 10/18/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 251 - CFD - Locke Paddon										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	57877	Locke Paddon Park CFD	Paid by EFT # 5250		09/12/2024	09/22/2024	09/22/2024		10/18/2024	969.00
10171 - CSG Consultants	58319	Locke Paddon Park CFD	Paid by EFT # 5250		10/09/2024	10/14/2024	10/14/2024		10/18/2024	399.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals									Invoice Transactions 2	\$1,368.00
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	148404	Landscape Maintenance September 2024	Paid by Check # 105545		09/30/2024	10/07/2024	10/07/2024		10/18/2024	249.00
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	\$249.00
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Sept 2024 16-000	199 A Paddon Place	Paid by Check # 105538		09/20/2024	10/01/2024	10/01/2024		10/18/2024	114.06
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 1	\$114.06
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 4	\$1,731.06
Division 000 - Non-Div Totals									Invoice Transactions 4	\$1,731.06
Department 000 - Non-Dept Totals									Invoice Transactions 4	\$1,731.06
Fund 251 - CFD - Locke Paddon Totals									Invoice Transactions 4	\$1,731.06



Accounts Payable by G/L Distribution Report

Payment Date Range 10/18/24 - 10/18/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 252 - CFD - Dunes No. 2015-1										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	57878	Phase 1C CFD	Paid by EFT # 5250		09/12/2024	09/22/2024	09/22/2024		10/18/2024	228.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions	1		\$228.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$228.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$228.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$228.00
Fund 252 - CFD - Dunes No. 2015-1 Totals							Invoice Transactions	1		\$228.00



Accounts Payable by G/L Distribution Report

Payment Date Range 10/18/24 - 10/18/24

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										
10171 - CSG Consultants	57879	Annual St Resurfacing	Paid by EFT # 5250		09/12/2024	09/22/2024	09/22/2024		10/18/2024	6,384.00
10171 - CSG Consultants	58320	Annual St Resurfacing	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	5,928.00
12055 - Ghirardelli Associates, Inc	22084.001-3	Pavement Repairs-Digouts	Paid by Check # 105530		09/09/2024	10/01/2024	10/01/2024		10/18/2024	2,028.25
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	3		\$14,340.25
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$14,340.25
Division 000 - Non-Div Totals							Invoice Transactions	3		\$14,340.25
Department 000 - Non-Dept Totals							Invoice Transactions	3		\$14,340.25
Fund 422 - Capital Projects - Measure X Totals							Invoice Transactions	3		\$14,340.25



Accounts Payable by G/L Distribution Report

Payment Date Range 10/18/24 - 10/18/24

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	65655	Imjin Parkway Improvement Plan	Paid by Check # 105532		10/04/2024	10/10/2024	10/10/2024		10/18/2024	126,642.62
10171 - CSG Consultants	57880	EDC 2124 PFIF Update	Paid by EFT # 5250		09/12/2024	09/22/2024	09/22/2024		10/18/2024	912.00
10171 - CSG Consultants	57882	Imjin Parkway Widening Project	Paid by EFT # 5250		09/12/2024	09/22/2024	09/22/2024		10/18/2024	5,016.00
10171 - CSG Consultants	58291	PFIF Update	Paid by EFT # 5250		10/08/2024	10/09/2024	10/09/2024		10/18/2024	456.00
10171 - CSG Consultants	58292	Imjin Parkway Widening Project	Paid by EFT # 5250		10/08/2024	10/09/2024	10/09/2024		10/18/2024	6,156.00
10171 - CSG Consultants	58321	Marina Dr Drainage Improvements	Paid by EFT # 5250		10/08/2024	10/14/2024	10/14/2024		10/18/2024	650.00
10349 - Marina Coast Water District	07-23-24	2nd Ave Park and Sports Complex Renovation	Paid by Check # 105567		07/23/2024	10/14/2024	10/14/2024		10/18/2024	6,120.00
10035 - Ruth Maria Milla-Leon/Andersen's Lock & Safe, Inc.	45275	2830 5th Ave Equestrian Center	Paid by EFT # 5256		10/07/2024	10/07/2024	10/07/2024		10/18/2024	719.54
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 8			\$146,672.16
Account 6700.105 - Capital Outlay Construction										
10084 - BSN Sports Inc	926822765	Teen Center	Paid by Check # 105519		09/12/2024	10/09/2024	10/09/2024		10/18/2024	1,493.03
Account 6700.105 - Capital Outlay Construction Totals							Invoice Transactions 1			\$1,493.03
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 9			\$148,165.19
Division 000 - Non-Div Totals							Invoice Transactions 9			\$148,165.19
Department 000 - Non-Dept Totals							Invoice Transactions 9			\$148,165.19
Fund 462 - City Capital Projects Totals							Invoice Transactions 9			\$148,165.19



Accounts Payable by G/L Distribution Report

Payment Date Range 10/18/24 - 10/18/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
12113 - Edward Here & Rodney Herd/Abacherli Fence Co.	9518	Service-Fence work South Bay	Paid by Check # 105525		08/29/2024	10/14/2024	10/14/2024		10/18/2024	3,150.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions		1	\$3,150.00
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	00256613-IN	Ethenol Fuel	Paid by Check # 105541		09/13/2024	09/22/2024	09/22/2024		10/18/2024	195.46
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions		1	\$195.46
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		2	\$3,345.46
Division 000 - Non-Div Totals							Invoice Transactions		2	\$3,345.46
Department 000 - Non-Dept Totals							Invoice Transactions		2	\$3,345.46
Fund 555 - Marina Airport Totals							Invoice Transactions		2	\$3,345.46
Grand Totals							Invoice Transactions		223	\$414,616.71



Accounts Payable by G/L Distribution Report

Payment Date Range 10/25/24 - 10/25/24

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 6300.240 - Prof Svc Grant Writer										
11084 - EMC Planning Group	23-089-8	Project 23-089	Paid by Check # 105587		09/30/2024	10/22/2024	10/22/2024		10/25/2024	1,536.10
Account 6300.240 - Prof Svc Grant Writer Totals							Invoice Transactions		1	\$1,536.10
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	2025-00000400	Monthly Verizon Bill- 308174766 (09/11- 10/10/24)	Paid by EFT # 5288		10/10/2024	10/22/2024	10/22/2024		10/25/2024	214.49
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions		1	\$214.49
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		2	\$1,750.59
Division 000 - Non-Div Totals							Invoice Transactions		2	\$1,750.59
Department 120 - City Mgr/HR/Risk Totals							Invoice Transactions		2	\$1,750.59
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.076 - Maint & Repairs Copier										
10406 - Monterey Bay Systems	479455	CDD Copier Maintenance Overage - Oct 2024-Jan 21 2025	Paid by EFT # 5283		10/15/2024	10/17/2024	10/17/2024		10/25/2024	1,397.55
Account 6360.076 - Maint & Repairs Copier Totals							Invoice Transactions		1	\$1,397.55
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		1	\$1,397.55
Division 000 - Non-Div Totals							Invoice Transactions		1	\$1,397.55
Department 125 - I. T. Totals							Invoice Transactions		1	\$1,397.55
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.216 - Prof Svc Fin - Accounting Services										
10511 - Richard B. Standridge	24-21	Service 10/07-17/2024	Paid by EFT # 5286		10/18/2024	10/22/2024	10/22/2024		10/25/2024	1,900.00
Account 6300.216 - Prof Svc Fin - Accounting Services Totals							Invoice Transactions		1	\$1,900.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	2025-00000400	Monthly Verizon Bill- 308174766 (09/11- 10/10/24)	Paid by EFT # 5288		10/10/2024	10/22/2024	10/22/2024		10/25/2024	103.28
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions		1	\$103.28
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		2	\$2,003.28
Division 000 - Non-Div Totals							Invoice Transactions		2	\$2,003.28
Department 130 - Finance Totals							Invoice Transactions		2	\$2,003.28



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Payment Date Range 10/25/24 - 10/25/24

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										
11710 - HdL Coren & Cone	SIN043351	Audit Services Property Tax 2023/2024 Unsecured Audit Services	Paid by EFT # 5281		10/08/2024	10/22/2024	10/22/2024		10/25/2024	75.41
Account 6300.570 - Prof Svc Other Totals										Invoice Transactions 1
										\$75.41
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	000022442706	CALNET3-9391023436 (239-461-6578)	Paid by Check # 105578		10/13/2024	10/22/2024	10/22/2024		10/25/2024	64.10
10758 - AT & T CALNET3	000022452081	CALNET3-9391023482 (884-0985)	Paid by Check # 105578		10/15/2024	10/22/2024	10/22/2024		10/25/2024	30.66
10758 - AT & T CALNET3	000022452088	CALNET3-9391023490 (884-9568)	Paid by Check # 105578		10/15/2024	10/22/2024	10/22/2024		10/25/2024	58.21
10758 - AT & T CALNET3	000022452083	CALNET3-9391023485 (884-2573)	Paid by Check # 105578		10/15/2024	10/22/2024	10/22/2024		10/25/2024	31.79
10758 - AT & T CALNET3	000022452089	CALNET3-9391023491 (884-9654)	Paid by Check # 105578		10/15/2024	10/22/2024	10/22/2024		10/25/2024	91.66
Account 6380.150 - Utilities Comm Phone System Totals										Invoice Transactions 5
										\$276.42
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2024 683-2	PG&E 6217294683-2	Paid by Check # 105599		10/16/2024	10/22/2024	10/22/2024		10/25/2024	125.47
10463 - Pacific Gas & Electric	Oct 2024 172-2	PG&E - 5618207172-2	Paid by Check # 105599		10/17/2024	10/22/2024	10/22/2024		10/25/2024	725.55
Account 6380.300 - Utilities Gas & Electric Totals										Invoice Transactions 2
										\$851.02
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Sept 2024 56-041	3260 Imjin Road	Paid by Check # 105592		09/30/2024	10/17/2024	10/17/2024		10/25/2024	324.27
Account 6380.500 - Utilities Water & Sewer Totals										Invoice Transactions 1
										\$324.27
Account 6400.565 - Material & Suppl Office Supplies										
10469 - Stordok	53549173	Document Shredding - City Hall	Paid by EFT # 5287		10/09/2024	10/17/2024	10/17/2024		10/25/2024	60.00
Account 6400.565 - Material & Suppl Office Supplies Totals										Invoice Transactions 1
										\$60.00
Account 6600.010 - Other Charges Alarm										
10239 - First Alarm	847419	Alarm Monitoring - 211 Hillcrest Ave Nov 2024-Jan 2025	Paid by EFT # 5280		10/15/2024	10/17/2024	10/17/2024		10/25/2024	133.08
10239 - First Alarm	848456	Alarm Monitoring - 327 Reindollar Ave - Nov 2024-Jan 2025	Paid by EFT # 5280		10/15/2024	10/17/2024	10/17/2024		10/25/2024	164.85
Account 6600.010 - Other Charges Alarm Totals										Invoice Transactions 2
										\$297.93
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 12
										\$1,885.05



Accounts Payable by G/L Distribution Report

Payment Date Range 10/25/24 - 10/25/24

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 Totals								Invoice Transactions	12	\$1,885.05
Department 190 - Citywide Non-Dept Totals								Invoice Transactions	12	\$1,885.05
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
12065 - Hasco Stations, LLC	INV-149436	Car Wash	Paid by Check # 105590		10/15/2024	10/17/2024	10/17/2024		10/25/2024	119.00
Account 6300.570 - Prof Svc Other Totals								Invoice Transactions	1	\$119.00
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	000022452112	CALNET3-9391023435 (237-267-6922)	Paid by Check # 105578		10/15/2024	10/22/2024	10/22/2024		10/25/2024	171.47
10758 - AT & T CALNET3	0019515747	Acct # 9391023478	Paid by Check # 105578		02/15/2023	10/16/2024	10/16/2024		10/25/2024	52.55
10758 - AT & T CALNET3	0019807467	Acct # 9391023478	Paid by Check # 105578		04/15/2023	10/16/2024	10/16/2024		10/25/2024	49.66
10758 - AT & T CALNET3	0019959472	Acct # 9391023478	Paid by Check # 105578		05/15/2023	10/16/2024	10/16/2024		10/25/2024	51.90
10758 - AT & T CALNET3	0020689877	Acct # 9391023478	Paid by Check # 105578		10/15/2023	10/16/2024	10/16/2024		10/25/2024	52.66
10758 - AT & T CALNET3	0020980401	Acct # 9391023478	Paid by Check # 105578		12/15/2023	10/16/2024	10/16/2024		10/25/2024	56.96
10758 - AT & T CALNET3	0022452077	Acct # 9391023478	Paid by Check # 105578		10/15/2024	10/16/2024	10/16/2024		10/25/2024	59.77
Account 6380.150 - Utilities Comm Phone System Totals								Invoice Transactions	7	\$494.97
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Oct 2024 74-000	Acct # 014874-000	Paid by Check # 105592		09/30/2024	10/17/2024	10/17/2024		10/25/2024	411.11
Account 6380.500 - Utilities Water & Sewer Totals								Invoice Transactions	1	\$411.11
Account 6400.565 - Material & Suppl Office Supplies										
10498 - Quill Corporation	40917389	Office Supplies	Paid by Check # 105601		10/03/2024	10/16/2024	10/16/2024		10/25/2024	59.76
Account 6400.565 - Material & Suppl Office Supplies Totals								Invoice Transactions	1	\$59.76
Account 6400.735 - Material & Suppl Office Equip										
10498 - Quill Corporation	40921858	Office Equipment	Paid by Check # 105601		10/04/2024	10/16/2024	10/16/2024		10/25/2024	713.98
Account 6400.735 - Material & Suppl Office Equip Totals								Invoice Transactions	1	\$713.98
Account 6400.800 - Material & Suppl Uniform										
10541 - Sign Works - SC Works	15133	Vehicle Decals	Paid by Check # 105604		02/05/2024	10/16/2024	10/16/2024		10/25/2024	670.81
Account 6400.800 - Material & Suppl Uniform Totals								Invoice Transactions	1	\$670.81
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	12	\$2,469.63



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div Totals								Invoice Transactions	12	\$2,469.63
Department 210 - Police Totals								Invoice Transactions	12	\$2,469.63
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	124490	Plan registration for Sky House, 2401 Schooner Ave, Lot 595	Paid by Check # 105581		10/18/2024	10/18/2024	10/18/2024		10/25/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124488	Plan registration for Sky House, 2405 Schooner Ave, Lot 595	Paid by Check # 105581		10/18/2024	10/18/2024	10/18/2024		10/25/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124489	Plan registration for Sky House, 2403 Schooner Ave, Lot 595	Paid by Check # 105581		10/18/2024	10/18/2024	10/18/2024		10/25/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124484	Plan review & inspection for Rooftop Bldg 11 FA	Paid by Check # 105581		10/17/2024	10/18/2024	10/18/2024		10/25/2024	215.00
10841 - Carmel Fire Protection Associates - Art Black	124486	Plan review & insp for Cali Dental FA, 272 Reservation Rd	Paid by Check # 105581		10/17/2024	10/18/2024	10/18/2024		10/25/2024	215.00
10841 - Carmel Fire Protection Associates - Art Black	124483	Plan review & inspection for Rooftop Bldg 12 FAg	Paid by Check # 105581		10/17/2024	10/18/2024	10/18/2024		10/25/2024	215.00
10841 - Carmel Fire Protection Associates - Art Black	124481	Plan review & inspection at Chin Ping Resident, 490 Jean Circle	Paid by Check # 105581		10/11/2024	10/18/2024	10/18/2024		10/25/2024	230.00
Account 6300.570 - Prof Svc Other Totals								Invoice Transactions	7	\$1,565.00
Account 6360.850 - Maint & Repairs Vehicle										
10780 - Allstar Fire Equipment Inc.	259472	Flare Kit, 8 pack	Paid by EFT # 5277		10/08/2024	10/17/2024	10/17/2024		10/25/2024	690.93
Account 6360.850 - Maint & Repairs Vehicle Totals								Invoice Transactions	1	\$690.93
Account 6400.100 - Material & Suppl CSA 74 Funded										
10077 - Bound Tree Medical	85522992	16 cases of gloves	Paid by Check # 105580		10/14/2024	10/18/2024	10/18/2024		10/25/2024	2,006.70
Account 6400.100 - Material & Suppl CSA 74 Funded Totals								Invoice Transactions	1	\$2,006.70
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent										
11149 - Suich, Athena - Reimbursement only	10-02-24	Transfer design for teeshirts worn by FP Open House Volunteers	Paid by Check # 105605		10/02/2024	10/23/2024	10/23/2024		10/25/2024	67.30



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Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent										
11666 - Vega, Carlos	10-08-24	Reimbursement for food purchased for Fire Prevention Open House	Paid by Check # 105606		10/08/2024	10/18/2024	10/18/2024		10/25/2024	606.17
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent Totals									Invoice Transactions 2	\$673.47
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	089371	Fastners	Paid by Check # 105573		09/11/2024	10/18/2024	10/18/2024		10/25/2024	16.19
10927 - Ace Hardware - Fire Dept.	089631	Cleaning Supplies	Paid by Check # 105573		10/09/2024	10/23/2024	10/23/2024		10/25/2024	26.18
11393 - Carmel Roasters, Inc.	70734	FD Coffee - 3 boxes & filters	Paid by Check # 105582		10/16/2024	10/17/2024	10/17/2024		10/25/2024	284.05
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 3	\$326.42
Account 6400.796 - Material & Suppl Turnout Equip-Wildland Fires										
10323 - L.N. Curtis & Sons	INV878240	5 Gal Citro Squeeze PPE/Turnout Cleaner	Paid by EFT # 5282		10/21/2024	10/23/2024	10/23/2024		10/25/2024	422.88
Account 6400.796 - Material & Suppl Turnout Equip-Wildland Fires Totals									Invoice Transactions 1	\$422.88
Account 6500.700 - Training & Travel Training & Travel										
10839 - Doug McCoun - Refunds only	09-10-24	Per diem for NIMS ICS Finance/Admin Training	Paid by Check # 105586		09/10/2024	10/23/2024	10/23/2024		10/25/2024	138.00
Account 6500.700 - Training & Travel Training & Travel Totals									Invoice Transactions 1	\$138.00
Account 6600.490 - Other Charges Membership Prof Orgs										
10381 - MCFTOA-Fire Training Officers Association	10-17-24	Membership for A. Prado, C. Vega & A. Goncalves	Paid by Check # 105593		10/17/2024	10/17/2024	10/17/2024		10/25/2024	125.00
Account 6600.490 - Other Charges Membership Prof Orgs Totals									Invoice Transactions 1	\$125.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 17	\$5,948.40
Division 000 - Non-Div Totals									Invoice Transactions 17	\$5,948.40
Department 250 - Fire Totals									Invoice Transactions 17	\$5,948.40
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10181 - Dave's Repair Service	37584	Monthly Site Inspections as Designated Operator	Paid by Check # 105585		10/11/2024	10/15/2024	10/15/2024		10/25/2024	95.00
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals									Invoice Transactions 1	\$95.00



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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 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10250 - Gavilan Pest Control	0165611	120 Seaside Circle Pond/Restrooms	Paid by Check # 105588		10/14/2024	10/15/2024	10/15/2024		10/25/2024	80.00
Account 6360.440 - Maint & Repairs Landscape General Totals										Invoice Transactions 1
										\$80.00
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Oct 2024 56-014	3200 Del Monte Ave	Paid by Check # 105592		10/04/2024	10/15/2024	10/15/2024		10/25/2024	2,231.16
10349 - Marina Coast Water District	Oct 2024 56-011	3254 Abdy Way (Tate Park-Irrigation)	Paid by Check # 105592		10/04/2024	10/15/2024	10/15/2024		10/25/2024	1,081.22
10349 - Marina Coast Water District	Oct 2024 56-106	306 Reservation Rd	Paid by Check # 105592		10/04/2024	10/21/2024	10/21/2024		10/25/2024	60.99
10349 - Marina Coast Water District	Oct 2024 56-098	3254 Abdy Way (Tate- Park Building)	Paid by Check # 105592		10/04/2024	10/21/2024	10/21/2024		10/25/2024	72.62
10349 - Marina Coast Water District	Oct 2024 56-034	3240 DeForest Rd	Paid by Check # 105592		10/04/2024	10/21/2024	10/21/2024		10/25/2024	530.33
10349 - Marina Coast Water District	Oct 2024 56-045	3100 Preston Dr	Paid by Check # 105592		10/18/2024	10/22/2024	10/22/2024		10/25/2024	2,055.44
10349 - Marina Coast Water District	Oct 2024 56-042	3040 Lake Dr	Paid by Check # 105592		10/18/2024	10/22/2024	10/22/2024		10/25/2024	194.98
10349 - Marina Coast Water District	Oct 2024 56-046	3100 Preston Dr	Paid by Check # 105592		10/18/2024	10/22/2024	10/22/2024		10/25/2024	164.86
10349 - Marina Coast Water District	Oct 2024 56-061	Reservation/Locke Paddon Park	Paid by Check # 105592		10/18/2024	10/22/2024	10/22/2024		10/25/2024	154.49
10349 - Marina Coast Water District	Oct 2024 56-090	Locke Paddon Park	Paid by Check # 105592		10/18/2024	10/22/2024	10/22/2024		10/25/2024	122.01
10349 - Marina Coast Water District	Oct 2024 56-094	2660 5th Avenue	Paid by Check # 105592		10/18/2024	10/22/2024	10/22/2024		10/25/2024	346.78
Account 6380.500 - Utilities Water & Sewer Totals										Invoice Transactions 11
										\$7,014.88
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110566057	PW Uniforms	Paid by Check # 105607		10/18/2024	10/15/2024	10/15/2024		10/25/2024	179.16
Account 6400.800 - Material & Suppl Uniform Totals										Invoice Transactions 1
										\$179.16
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 14
										\$7,369.04
Division 311 - Buildings & Grounds Totals										Invoice Transactions 14
										\$7,369.04
Department 310 - Public Works Totals										Invoice Transactions 14
										\$7,369.04



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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 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.100 - Fee Agr Costs - Planning										
10508 - Regional Government Services	17418	Marina Dunes Misc August 2024	Paid by EFT # 5285		08/31/2024	10/18/2024	10/18/2024		10/25/2024	11,452.76
Account 6330.100 - Fee Agr Costs - Planning Totals							Invoice Transactions 1			<u>\$11,452.76</u>
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	2025-00000400	Monthly Verizon Bill-308174766 (09/11-10/10/24)	Paid by EFT # 5288		10/10/2024	10/22/2024	10/22/2024		10/25/2024	103.33
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			<u>\$103.33</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 2			<u>\$11,556.09</u>
Division 000 - Non-Div Totals							Invoice Transactions 2			<u>\$11,556.09</u>
Department 410 - Planning Totals							Invoice Transactions 2			<u>\$11,556.09</u>
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.070 - Prof Svc Building Plan Check & Inspection										
10171 - CSG Consultants	58365	Building Inspections August 2024-Sept 2024	Paid by EFT # 5278		10/09/2024	10/22/2024	10/22/2024		10/25/2024	18,557.50
10171 - CSG Consultants	58154	Building Inspection July 2024-August 2024	Paid by EFT # 5278		09/16/2024	10/22/2024	10/22/2024		10/25/2024	24,180.00
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals							Invoice Transactions 2			<u>\$42,737.50</u>
Account 6500.070 - Training & Travel Building (SB1186 for CASp)										
12107 - Nick McIlroy - reimbursement only	09-28-24	Travel Reimbursement	Paid by Check # 105598		09/28/2024	10/09/2024	10/09/2024		10/25/2024	193.40
Account 6500.070 - Training & Travel Building (SB1186 for CASp) Totals							Invoice Transactions 1			<u>\$193.40</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 3			<u>\$42,930.90</u>
Division 000 - Non-Div Totals							Invoice Transactions 3			<u>\$42,930.90</u>
Department 430 - Building Inspection Totals							Invoice Transactions 3			<u>\$42,930.90</u>
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6380.150 - Utilities Comm Phone System										
10053 - AT & T	Oct 2024 520 5	AT&T 831-582-9957 520 5	Paid by Check # 105577		10/13/2024	10/22/2024	10/22/2024		10/25/2024	391.33
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions 1			<u>\$391.33</u>
Account 6400.650 - Material & Suppl Recr Donation - Gen Recr Prog										
11876 - David Hernandez	10-31-24	teen center Halloween Event	Paid by Check # 105611		10/17/2024	10/22/2024	10/22/2024		10/25/2024	625.00
12117 - FRESH M PRODUCE DBA: DAVES HAY BARN	1053	straw bales	Paid by Check # 105612		10/16/2024	10/22/2024	10/22/2024		10/25/2024	245.81



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Fund 100 - General Fund										
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6400.650 - Material & Suppl Recr Donation - Gen Recr Prog										
12116 - GENE FISCHER/MOBILE CLIMB USA, LLC	10-31-24	Teen Halloween Fright Night	Paid by Check # 105613		10/22/2024	10/22/2024	10/22/2024		10/25/2024	1,500.00
10301 - Janice Griffin	10-31-24	Halloween decorations	Paid by Check # 105591		10/21/2024	10/22/2024	10/22/2024		10/25/2024	225.00
11784 - John Upshaw John Upshaw - DJ Monterey	10-31-24	Youth Halloween Fright Night	Paid by Check # 105614		08/09/2024	10/22/2024	10/22/2024		10/25/2024	600.00
10420 - Monterey County Weekly	102224CCM	Account Key CCM	Paid by Check # 105594		10/22/2024	10/22/2024	10/22/2024		10/25/2024	1,295.00
11758 - Rodrigo Bravo / Fiesta Fun Jumps	10-31-24	Teen Halloween Fright Night	Paid by Check # 105616		10/22/2024	10/22/2024	10/22/2024		10/25/2024	3,995.00
11763 - Terry Poole Jr. - Blessed Ventures	10-31-24	Teen Halloween Fright Night	Paid by Check # 105617		10/22/2024	10/22/2024	10/22/2024		10/25/2024	870.00
Account 6400.650 - Material & Suppl Recr Donation - Gen Recr Prog Totals							Invoice Transactions 8			\$9,355.81
Account 6400.652 - Material & Suppl Recr Special Progr / Events										
11770 - Ron Powell	10-17-24	Reimbursement - Costco	Paid by Check # 105602		10/17/2024	10/17/2024	10/17/2024		10/25/2024	1,147.13
11763 - Terry Poole Jr. - Blessed Ventures	10/26-27/2024	Marina Equestrians: giant slide & jumper	Paid by Check # 105618		10/24/2024	10/24/2024	10/24/2024		10/25/2024	1,000.00
Account 6400.652 - Material & Suppl Recr Special Progr / Events Totals							Invoice Transactions 2			\$2,147.13
Account 6600.740 - Other Charges Special Event										
12110 - Clairissa Pickerell/Holly Jolly Christmas Lights	COM110124	Annual Tree Lighting Celebration	Paid by Check # 105610		10/22/2024	10/22/2024	10/22/2024		10/25/2024	2,960.00
12110 - Clairissa Pickerell/Holly Jolly Christmas Lights	COM1101242	Annual Tree Lighting	Paid by Check # 105583		10/22/2024	10/22/2024	10/22/2024		10/25/2024	350.00
Account 6600.740 - Other Charges Special Event Totals							Invoice Transactions 2			\$3,310.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 13			\$15,204.27
Division 100 - Admin Totals							Invoice Transactions 13			\$15,204.27
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6400.660 - Material & Suppl Recr Youth Progr										
10301 - Janice Griffin	10-10-24	Youth Fall Break Party	Paid by Check # 105591		10/01/2024	10/22/2024	10/22/2024		10/25/2024	600.00
Account 6400.660 - Material & Suppl Recr Youth Progr Totals							Invoice Transactions 1			\$600.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			\$600.00
Division 511 - Youth Totals							Invoice Transactions 1			\$600.00
Department 510 - Recreation & Culture Totals							Invoice Transactions 14			\$15,804.27
Fund 100 - General Fund Totals							Invoice Transactions 79			\$93,114.80



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Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2024 329-1	430 Marina Heights Dr Unit A (2391581329-1)	Paid by Check # 105599		10/14/2024	10/22/2024	10/22/2024		10/25/2024	43.78
10463 - Pacific Gas & Electric	Oct 2024 851-0	PG&E - 3440977851-0	Paid by Check # 105599		10/14/2024	10/22/2024	10/22/2024		10/25/2024	220.31
10463 - Pacific Gas & Electric	Oct 2024 535-3	PG&E - 6161832535-3	Paid by Check # 105599		10/11/2024	10/22/2024	10/22/2024		10/25/2024	327.48
10463 - Pacific Gas & Electric	Oct 2024 827-8	PG&E - 0423929827-8	Paid by Check # 105599		10/11/2024	10/22/2024	10/22/2024		10/25/2024	161.94
10463 - Pacific Gas & Electric	Oct 2024 533-8	PG&E - 2253666533-8	Paid by Check # 105599		10/16/2024	10/22/2024	10/22/2024		10/25/2024	184.21
10463 - Pacific Gas & Electric	Oct 2024 683-2	PG&E 6217294683-2	Paid by Check # 105599		10/16/2024	10/22/2024	10/22/2024		10/25/2024	389.22
10463 - Pacific Gas & Electric	Oct 2024 362-9	PG&E - 5996678362-9	Paid by Check # 105599		10/17/2024	10/22/2024	10/22/2024		10/25/2024	165.16
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 7	\$1,492.10
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Oct 2024 56-030	Crescent Ave/Reser Rd/Ramada Inn	Paid by Check # 105592		10/04/2024	10/15/2024	10/15/2024		10/25/2024	65.06
10349 - Marina Coast Water District	Oct 2024 56-008	Reservation & Del Monte	Paid by Check # 105592		10/04/2024	10/15/2024	10/15/2024		10/25/2024	42.29
10349 - Marina Coast Water District	Oct 2024 56-027	Calif Ave at Reindollar	Paid by Check # 105592		10/10/2024	10/15/2024	10/15/2024		10/25/2024	65.06
10349 - Marina Coast Water District	Oct 2024 56-087	Crescent Ave/Costa Del Mar Irrigation	Paid by Check # 105592		10/04/2024	10/21/2024	10/21/2024		10/25/2024	42.29
10349 - Marina Coast Water District	Oct 2024 56-086	Crescent Ave/Sirena Del Mar Irrigation	Paid by Check # 105592		10/04/2024	10/21/2024	10/21/2024		10/25/2024	42.29
10349 - Marina Coast Water District	Oct 2024 56-085	Crescent/Whitney Irrigation	Paid by Check # 105592		10/04/2024	10/21/2024	10/21/2024		10/25/2024	42.29
10349 - Marina Coast Water District	Oct 2024 56-084	Crescent/Schuler/Irrigation	Paid by Check # 105592		10/04/2024	10/21/2024	10/21/2024		10/25/2024	42.29
10349 - Marina Coast Water District	Oct 2024 56-032	Crescent Ave/Costa Del Mar East Side	Paid by Check # 105592		10/04/2024	10/21/2024	10/21/2024		10/25/2024	122.01
10349 - Marina Coast Water District	Oct 2024 56-040	Hilo Ave	Paid by Check # 105592		10/18/2024	10/22/2024	10/22/2024		10/25/2024	42.29
10463 - Pacific Gas & Electric	Oct 2024 080-9	5th Ave Bldg 1A-136 (3479881080-9)	Paid by Check # 105599		10/08/2024	10/15/2024	10/15/2024		10/25/2024	23.82
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 10	\$529.69
Account 6400.155 - Material & Suppl Dump Fees										
10427 - Monterey Regional Waste Management District	4155595	Streets	Paid by Check # 105596		09/06/2024	10/15/2024	10/15/2024		10/25/2024	48.88
Account 6400.155 - Material & Suppl Dump Fees Totals									Invoice Transactions 1	\$48.88



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Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.740 - Material & Suppl Special Dept Suppl										
10540 - Sierra Springs & Alhambra	9696351 101924	2660 5th Ave Corp Yard	Paid by Check # 105603		10/19/2024	10/21/2024	10/21/2024		10/25/2024	283.78
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 1	\$283.78
Account 6400.780 - Material & Suppl Traffic Signal										
11248 - Bear Electrical Solutions, Inc.	23336	Traffic Signal Maintenance Response	Paid by Check # 105579		06/28/2024	10/15/2024	10/15/2024		10/25/2024	340.00
11248 - Bear Electrical Solutions, Inc.	23550	Traffic Signal Maintenance Services	Paid by Check # 105579		07/28/2024	10/15/2024	10/15/2024		10/25/2024	250.00
11248 - Bear Electrical Solutions, Inc.	23747	Routine Traffic Signal Maintenance Response	Paid by Check # 105579		07/28/2024	10/15/2024	10/15/2024		10/25/2024	4,997.00
Account 6400.780 - Material & Suppl Traffic Signal Totals									Invoice Transactions 3	\$5,587.00
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110566058	PW Shop Items	Paid by Check # 105607		10/18/2024	10/15/2024	10/15/2024		10/25/2024	73.51
Account 6400.800 - Material & Suppl Uniform Totals									Invoice Transactions 1	\$73.51
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 23	\$8,014.96
Division 000 - Non-Div Totals									Invoice Transactions 23	\$8,014.96
Department 000 - Non-Dept Totals									Invoice Transactions 23	\$8,014.96
Fund 220 - Gas Tax Totals									Invoice Transactions 23	\$8,014.96



Accounts Payable by G/L Distribution Report

Payment Date Range 10/25/24 - 10/25/24

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.	63466	Blight Removal 2024 CM	Paid by Check # 105608		10/21/2024	10/22/2024	10/22/2024		10/25/2024	22,191.82
11884 - National Construction Rentals, Inc.	7598604	6 Ft Temporary Panels 2nd Ave & 8th St	Paid by Check # 105597		10/09/2024	10/15/2024	10/15/2024		10/25/2024	363.12
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$22,554.94
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$22,554.94
Division 000 - Non-Div Totals							Invoice Transactions	2		\$22,554.94
Department 000 - Non-Dept Totals							Invoice Transactions	2		\$22,554.94
Fund 223 - FORA Dissolution Totals							Invoice Transactions	2		\$22,554.94



Accounts Payable by G/L Distribution Report

Payment Date Range 10/25/24 - 10/25/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 251 - CFD - Locke Paddon										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Oct 2024 16-000	199 A Paddon Place	Paid by Check # 105592		10/18/2024	10/22/2024	10/22/2024		10/25/2024	121.06
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 1			<u>\$121.06</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			<u>\$121.06</u>
Division 000 - Non-Div Totals							Invoice Transactions 1			<u>\$121.06</u>
Department 000 - Non-Dept Totals							Invoice Transactions 1			<u>\$121.06</u>
Fund 251 - CFD - Locke Paddon Totals							Invoice Transactions 1			<u>\$121.06</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/25/24 - 10/25/24

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										
12014 - Pueblo Construction, Inc.	240101-3	Hockey Bldg Roof Leak Investigation	Paid by Check # 105600		07/19/2024	10/21/2024	10/21/2024		10/25/2024	10,274.01
11489 - Wallace Group, Inc.	63472	Del Monte Medians	Paid by Check # 105608		10/21/2024	10/22/2024	10/22/2024		10/25/2024	20,643.68
10463 - Pacific Gas & Electric	0008341227-0	SO#0041504868, 0008341227-0 EP 3254 Abdy Way	Paid by Check # 105615		10/11/2024	10/21/2024	10/21/2024		10/25/2024	3,500.00
10962 - Wallace Office Machine Co.	63471	Sea Haven City Park	Paid by Check # 105609		10/21/2024	10/21/2024	10/21/2024		10/25/2024	1,749.81
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	4		\$36,167.50
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		\$36,167.50
Division 000 - Non-Div Totals							Invoice Transactions	4		\$36,167.50
Department 000 - Non-Dept Totals							Invoice Transactions	4		\$36,167.50
Fund 462 - City Capital Projects Totals							Invoice Transactions	4		\$36,167.50



Accounts Payable by G/L Distribution Report

Payment Date Range 10/25/24 - 10/25/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11725 - ADK Consulting, Inc.	7339	Professional Fee- HR	Paid by Check		05/10/2024	06/09/2024	10/21/2024		10/25/2024	9,966.00
		Assist Installment 2	# 105574							
11725 - ADK Consulting, Inc.	7358	Professional Fee- HR	Paid by Check		06/06/2024	07/06/2024	10/21/2024		10/25/2024	4,983.00
		Assist Final Installment	# 105574							
11725 - ADK Consulting, Inc.	7377	Interim Management	Paid by Check		07/09/2024	08/08/2024	10/21/2024		10/25/2024	1,793.75
		Services- May/June	# 105574							
11725 - ADK Consulting, Inc.	7453	Interim Management	Paid by Check		10/18/2024	11/17/2024	10/21/2024		10/25/2024	3,631.25
		Services- July/August/Sept	# 105574							
Account 6300.570 - Prof Svc Other Totals								Invoice Transactions	4	\$20,374.00
Account 6360.030 - Maint & Repairs AWOS Svc & Maint										
10970 - DBT Transportation Services, LLC	2554601	AWOS Periodic Annual Service	Paid by EFT # 5279		09/03/2024	10/30/2024	10/09/2024		10/25/2024	8,150.00
Account 6360.030 - Maint & Repairs AWOS Svc & Maint Totals								Invoice Transactions	1	\$8,150.00
Account 6360.050 - Maint & Repairs Building										
10239 - First Alarm	849939	721 Neeson Rd Bldg	Paid by EFT # 5280		10/15/2024	11/14/2024	10/22/2024		10/25/2024	423.00
		533 Alarm Monitoring								
10239 - First Alarm	849938	3240 Imjin Rd Bldg 510	Paid by EFT # 5280		10/15/2024	11/14/2024	10/22/2024		10/25/2024	519.66
		Alarm Monitoring								
10427 - Monterey Regional Waste Management District	4160576	Airport	Paid by Check # 105596		09/13/2024	10/15/2024	10/15/2024		10/25/2024	48.51
Account 6360.050 - Maint & Repairs Building Totals								Invoice Transactions	3	\$991.17
Account 6360.280 - Maint & Repairs Habitat Management Svc										
11878 - Alonso Vazquez - Gopher Guys	125	Gopher Trapping Service- 5 sessions	Paid by Check # 105575		10/22/2024	11/21/2024	10/22/2024		10/25/2024	1,000.00
10250 - Gavilan Pest Control	0165356	Bldg 520 Rodents	Paid by Check # 105588		10/14/2024	11/14/2024	10/18/2024		10/25/2024	75.00
Account 6360.280 - Maint & Repairs Habitat Management Svc Totals								Invoice Transactions	2	\$1,075.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
11934 - QT Petroleum on Demand LLC	1726-SP2024	Base Access Plan 1yr/ Cell Pan 1yr	Paid by EFT # 5284		10/10/2024	11/09/2024	10/09/2024		10/25/2024	1,675.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals								Invoice Transactions	1	\$1,675.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	2025-00000400	Monthly Verizon Bill- 308174766 (09/11-10/10/24)	Paid by EFT # 5288		10/10/2024	10/22/2024	10/22/2024		10/25/2024	51.64
Account 6380.120 - Utilities Comm Mobile & Pager Totals								Invoice Transactions	1	\$51.64
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2024 288-5	781 Neeson Rd Bldg 520 (7175660288-5)	Paid by Check # 105599		10/09/2024	10/28/2024	10/18/2024		10/25/2024	203.60



Accounts Payable by G/L Distribution Report

Payment Date Range 10/25/24 - 10/25/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2024 767-2	751 Neeson Rd Bldg 526 (2652040767-2)	Paid by Check # 105599		10/09/2024	10/28/2024	10/18/2024		10/25/2024	56.30
10463 - Pacific Gas & Electric	Oct 2024 608-2	3260 Imjin Ave Bldg 514 (7383993608-2)	Paid by Check # 105599		10/09/2024	10/28/2024	10/18/2024		10/25/2024	1,092.31
10463 - Pacific Gas & Electric	Oct 2024 103-6	3200 Imjin Rd Bldg 507 (8030427103-6)	Paid by Check # 105599		10/08/2024	10/25/2024	10/18/2024		10/25/2024	5,610.88
10463 - Pacific Gas & Electric	Oct 2024 347-0	3263 Imji Rd Bldg 519 (6258961347-0)	Paid by Check # 105599		10/08/2024	10/25/2024	10/18/2024		10/25/2024	732.67
10463 - Pacific Gas & Electric	Oct 2024 451-7	3271 Imjin Rd (8600650451-7)	Paid by Check # 105599		10/08/2024	10/25/2024	10/18/2024		10/25/2024	269.22
10463 - Pacific Gas & Electric	Oct 2024 683-2	PG&E 6217294683-2	Paid by Check # 105599		10/16/2024	10/22/2024	10/22/2024		10/25/2024	295.10
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 7	\$8,260.08
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Sept 2024 56-044	781 Neeson Rd Bldg 520 (000056 044)	Paid by Check # 105592		09/30/2024	10/15/2024	10/09/2024		10/25/2024	164.86
10349 - Marina Coast Water District	Sept 2024 56-051	721 Neeson Rd Bldg 533 (000056 051)	Paid by Check # 105592		09/30/2024	10/15/2024	10/09/2024		10/25/2024	289.38
10349 - Marina Coast Water District	Sept 2024 56-096	3271 Imjin Rd (000056 096)	Paid by Check # 105592		09/30/2024	10/15/2024	10/09/2024		10/25/2024	110.48
10432 - Monterey One Water - former MRWPCA	Sept 2024 0152	741 Neeson Rd (13-000152)	Paid by Check # 105595		09/30/2024	10/24/2024	10/09/2024		10/25/2024	38.70
10432 - Monterey One Water - former MRWPCA	Sept 2024 0142	3261 Imjin Rd (13-000142)	Paid by Check # 105595		09/30/2024	10/24/2024	10/09/2024		10/25/2024	64.30
10432 - Monterey One Water - former MRWPCA	Oct 2024 0152	741 Neeson Rd (13-000152)	Paid by Check # 105595		09/30/2024	10/24/2024	10/15/2024		10/25/2024	77.40
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 6	\$745.12
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 25	\$41,322.01
Division 000 - Non-Div Totals									Invoice Transactions 25	\$41,322.01
Department 000 - Non-Dept Totals									Invoice Transactions 25	\$41,322.01
Fund 555 - Marina Airport Totals									Invoice Transactions 25	\$41,322.01
Grand Totals									Invoice Transactions 134	\$201,295.27



Accounts Payable by G/L Distribution Report

Payment Date Range 11/01/24 - 11/01/24

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 6500.700 - Training & Travel Training & Travel										
12121 - Jennifer McAdams - refund only	10-18-24	Reimbursement for LCC 2024 Annual Conference Travel	Paid by Check # 105641		10/18/2024	10/25/2024	10/25/2024		11/01/2024	1,579.27
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions	1		\$1,579.27
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$1,579.27
Division 000 - Non-Div Totals							Invoice Transactions	1		\$1,579.27
Department 110 - City Council Totals							Invoice Transactions	1		\$1,579.27
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background										
12114 - Brian Kim - refund only	Oct 2024 305-1	Refund	Paid by Check # 105629		10/15/2024	10/23/2024	10/23/2024		11/01/2024	30.00
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background Totals							Invoice Transactions	1		\$30.00
Account 6300.465 - Prof Svc Legal - Special Counsel										
11505 - Shartsis Frieze LLP	5498143	Professional Services - MPWSP - September 2024	Paid by Check # 105662		10/23/2024	10/24/2024	10/24/2024		11/01/2024	174,104.30
11425 - Formation Environmental, LLC	8865	Groundwater Sustainability Plan	Paid by EFT # 5331		10/28/2024	10/23/2024	10/23/2024		11/01/2024	1,242.50
Account 6300.465 - Prof Svc Legal - Special Counsel Totals							Invoice Transactions	2		\$175,346.80
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	256791	Regular Ethenol	Paid by Check # 105648		10/15/2024	10/23/2024	10/23/2024		11/01/2024	115.57
10416 - Monterey County Petroleum-Sturdy Oil Co.	256797	City Fuel	Paid by Check # 105648		10/16/2024	10/23/2024	10/23/2024		11/01/2024	56.22
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions	2		\$171.79
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	5		\$175,548.59
Division 000 - Non-Div Totals							Invoice Transactions	5		\$175,548.59
Department 120 - City Mgr/HR/Risk Totals							Invoice Transactions	5		\$175,548.59
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.	33427	Preparation of the June 30, 2024 GASBS 75 journal entries	Paid by Check # 105637		10/23/2024	10/25/2024	10/25/2024		11/01/2024	1,800.00
Account 6300.216 - Prof Svc Fin - Accounting Services Totals							Invoice Transactions	1		\$1,800.00



Accounts Payable by G/L Distribution Report

Payment Date Range 11/01/24 - 11/01/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	390888276001	Office Supplies-Finance	Paid by Check		10/11/2024	10/25/2024	10/25/2024		11/01/2024	290.27
		toner	# 105652							
10732 - Office Depot-General Account	390888523001	Office Supplies-Finance	Paid by Check		10/11/2024	10/25/2024	10/25/2024		11/01/2024	19.32
			# 105652							
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 2	\$309.59
Account 6600.625 - Other Charges Printing Svc										
10163 - Monterey County Clerk	Jan24-June24	Customer Statements for Monterey County Clerk-Recorder Document	Paid by Check		10/08/2024	10/25/2024	10/25/2024		11/01/2024	40.00
			# 105647							
Account 6600.625 - Other Charges Printing Svc Totals									Invoice Transactions 1	\$40.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 4	\$2,149.59
Division 000 - Non-Div Totals									Invoice Transactions 4	\$2,149.59
Department 130 - Finance Totals									Invoice Transactions 4	\$2,149.59
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6150.500 - Medical Vision										
10607 - Vision Service Plan	11-01.-24	VSP Adjustment (11.2024)	Paid by Check		11/01/2024	11/01/2024	11/01/2024		11/01/2024	81.76
			# 105688							
Account 6150.500 - Medical Vision Totals									Invoice Transactions 1	\$81.76
Account 6300.570 - Prof Svc Other										
12047 - Roesling Nakamura Terada Architects	13422	Marina Facilities Concept Plan - September 2024	Paid by Check		10/22/2024	10/21/2024	10/21/2024		11/01/2024	7,393.63
			# 105660							
11710 - HdL Coren & Cone	SIN044267	Contract Services Property Tax 10/24-12/24	Paid by EFT #		10/28/2024	10/28/2024	10/28/2024		11/01/2024	2,204.78
			5333							
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 2	\$9,598.41
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4209521422	Cust# 833-711-5963	Paid by Check		10/25/2024	10/28/2024	10/28/2024		11/01/2024	61.72
			# 105630							
Account 6360.570 - Maint & Repairs Other Svc Agr Totals									Invoice Transactions 1	\$61.72
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2024 795-7	PG&E - 4467294795-7	Paid by Check		10/18/2024	10/25/2024	10/25/2024		11/01/2024	499.10
			# 105654							
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 1	\$499.10



Accounts Payable by G/L Distribution Report

Payment Date Range 11/01/24 - 11/01/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Oct 2024 56-025	327 Reindollar Ave	Paid by Check # 105645		10/10/2024	10/23/2024	10/23/2024		11/01/2024	37.80
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions		1	\$37.80
Account 6400.565 - Material & Suppl Office Supplies										
10540 - Sierra Springs & Alhambra	7266038 102524	Water Cooler Rentals and Replacement Water	Paid by Check # 105664		10/25/2024	10/29/2024	10/29/2024		11/01/2024	139.39
10046 - ARC (Former San Jose Blue)	12624682	Lease Payment/October 24 PW	Paid by Check # 105625		10/16/2024	10/23/2024	10/23/2024		11/01/2024	340.95
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions		2	\$480.34
Account 6400.635 - Material & Suppl Postage Shipping										
10235 - FedEx	8-655-32850	Shipping Charges - BMR Housing Program	Paid by Check # 105634		10/18/2024	10/21/2024	10/21/2024		11/01/2024	41.26
10509 - Reserve Account - Pitney Bowes	10-29-24	Postage Meter Refill	Paid by Check # 105658		10/29/2024	10/29/2024	10/29/2024		11/01/2024	1,500.00
Account 6400.635 - Material & Suppl Postage Shipping Totals							Invoice Transactions		2	\$1,541.26
Account 6600.140 - Other Charges Donations - Community Org										
10400 - Monterey County Business Council/Central Coast	5010	City Contribution to Small Business Development Center	Paid by Check # 105646		03/27/2024	10/29/2024	10/29/2024		11/01/2024	5,000.00
Account 6600.140 - Other Charges Donations - Community Org Totals							Invoice Transactions		1	\$5,000.00
Account 6600.350 - Other Charges Insur - Property										
10027 - Alliant Insurance Services - CSRMA	2847337	Physical Damage Program (1st Quarter Premium)	Paid by EFT # 5327		10/15/2024	10/23/2024	10/23/2024		11/01/2024	482.00
Account 6600.350 - Other Charges Insur - Property Totals							Invoice Transactions		1	\$482.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		12	\$17,782.39
Division 000 - Non-Div Totals							Invoice Transactions		12	\$17,782.39
Department 190 - Citywide Non-Dept Totals							Invoice Transactions		12	\$17,782.39
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10029 - Altius Medical	21188	Medical Waste Service	Paid by Check # 105622		10/21/2024	10/23/2024	10/23/2024		11/01/2024	112.00
11899 - Robert Half International, Inc	64222083	Temp Position - Administrative Asst.	Paid by Check # 105659		10/22/2024	10/24/2024	10/24/2024		11/01/2024	1,866.80



Accounts Payable by G/L Distribution Report

Payment Date Range 11/01/24 - 11/01/24

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										
11899 - Robert Half International, Inc	64235825	Temp Position - Administrative Asst. Desiree Matadamas	Paid by Check # 105659		10/28/2024	10/29/2024	10/29/2024		11/01/2024	1,493.44
10456 - Shred-it USA - Stericycle, Inc.	8008673564	Shredding - Onsite	Paid by Check # 105663		10/18/2024	10/23/2024	10/23/2024		11/01/2024	172.61
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 4			\$3,644.85
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228840	Janitorial Service - Police/Fire/Airport Oct 2024	Paid by EFT # 5329		10/25/2024	10/28/2024	10/28/2024		11/01/2024	1,308.34
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions 1			\$1,308.34
Account 6360.570 - Maint & Repairs Other Svc Agr										
10627 - Zoom Imaging Solutions	IN4453706	Meter Read	Paid by Check # 105681		10/22/2024	10/23/2024	10/23/2024		11/01/2024	179.13
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions 1			\$179.13
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9976570400	Department Cell Phones 272493672-0001	Paid by EFT # 5337		10/18/2024	10/28/2024	10/28/2024		11/01/2024	2,743.05
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			\$2,743.05
Account 6380.150 - Utilities Comm Phone System										
10053 - AT & T	Oct 2024 0676	Acct # 325820676	Paid by Check # 105626		10/13/2024	10/23/2024	10/23/2024		11/01/2024	48.74
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions 1			\$48.74
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	256791	Regular Ethenol	Paid by Check # 105648		10/15/2024	10/23/2024	10/23/2024		11/01/2024	4,391.48
10416 - Monterey County Petroleum-Sturdy Oil Co.	256797	City Fuel	Paid by Check # 105648		10/16/2024	10/23/2024	10/23/2024		11/01/2024	2,136.51
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 2			\$6,527.99
Account 6400.565 - Material & Suppl Office Supplies										
10498 - Quill Corporation	41070158	Office Supplies	Paid by Check # 105656		10/14/2024	10/23/2024	10/23/2024		11/01/2024	445.69
10498 - Quill Corporation	40990604	Office Supplies	Paid by Check # 105656		10/09/2024	10/23/2024	10/23/2024		11/01/2024	80.83
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions 2			\$526.52
Account 6400.720 - Material & Suppl Safety Equip										
10330 - LC Action	469917	OC Spray replacement	Paid by Check # 105643		10/21/2024	10/23/2024	10/23/2024		11/01/2024	1,180.78



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.720 - Material & Suppl Safety Equip										
10330 - LC Action	470040	Vests-BEAVERS; RODRIGUES; DHILLON; JOHNSON; BALL; TAPIA; AIELLO	Paid by Check # 105643		10/24/2024	10/25/2024	10/25/2024		11/01/2024	8,071.88
10330 - LC Action	470042	Vests - Gibson; Flores	Paid by Check # 105643		10/24/2024	10/25/2024	10/25/2024		11/01/2024	2,294.25
Account 6400.720 - Material & Suppl Safety Equip Totals							Invoice Transactions 3			<u>\$11,546.91</u>
Account 6400.800 - Material & Suppl Uniform										
10753 - Ace High Designs Inc.	53019	Cust # 01956	Paid by Check # 105621		10/17/2024	10/28/2024	10/28/2024		11/01/2024	100.51
10753 - Ace High Designs Inc.	53006	Cust # 01956	Paid by Check # 105621		10/17/2024	10/28/2024	10/28/2024		11/01/2024	100.51
12123 - Point Emblems LLC	17473	Challenge Coins	Paid by Check # 105655		10/24/2024	10/25/2024	10/25/2024		11/01/2024	1,153.89
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions 3			<u>\$1,354.91</u>
Account 6500.620 - Training & Travel POST										
10636 - Ball, Michael	09-04-2024	Ball LA Investigation Per Diem Difference	Paid by Check # 105627		10/23/2024	10/23/2024	10/23/2024		11/01/2024	28.00
10798 - City of Fresno - PD	20007408	Driving Training Instructor Course - Anthony Aiello	Paid by Check # 105631		03/05/2025	10/28/2024	10/28/2024		11/01/2024	1,885.00
11768 - Ivan Santana	09-04-2024	Santana LA Investigation Per Diem Difference	Paid by EFT # 5334		10/23/2024	10/23/2024	10/23/2024		11/01/2024	28.00
11135 - Maria Esparza - Refunds only	11-03-24	Esparza CLEARS Conference Per Diem	Paid by Check # 105644		10/25/2024	10/25/2024	10/25/2024		11/01/2024	175.00
10704 - Whittaker, James	09-04-2024	Whittaker LA Investigation Per Diem Difference	Paid by Check # 105680		10/23/2024	10/23/2024	10/23/2024		11/01/2024	28.00
Account 6500.620 - Training & Travel POST Totals							Invoice Transactions 5			<u>\$2,144.00</u>
Account 6600.485 - Other Charges Medical Svc - Investigations										
11726 - Uretsky Security	10-28-24	Background - Desiree Matadamas	Paid by Check # 105666		10/28/2024	10/29/2024	10/29/2024		11/01/2024	1,640.20
Account 6600.485 - Other Charges Medical Svc - Investigations Totals							Invoice Transactions 1			<u>\$1,640.20</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 24			<u>\$31,664.64</u>
Division 000 - Non-Div Totals							Invoice Transactions 24			<u>\$31,664.64</u>
Department 210 - Police Totals							Invoice Transactions 24			<u>\$31,664.64</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228840	Janitorial Service - Police/Fire/Airport Oct 2024	Paid by EFT # 5329		10/25/2024	10/28/2024	10/28/2024		11/01/2024	516.66
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	<u>\$516.66</u>
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4209521356	Shop towels	Paid by Check # 105630		10/25/2024	10/28/2024	10/28/2024		11/01/2024	159.99
Account 6360.570 - Maint & Repairs Other Svc Agr Totals									Invoice Transactions 1	<u>\$159.99</u>
Account 6360.850 - Maint & Repairs Vehicle										
10780 - Allstar Fire Equipment Inc.	259703	Single Jacket Hose	Paid by EFT # 5328		10/18/2024	10/28/2024	10/28/2024		11/01/2024	1,016.03
Account 6360.850 - Maint & Repairs Vehicle Totals									Invoice Transactions 1	<u>\$1,016.03</u>
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	256791	Regular Ethenol	Paid by Check # 105648		10/15/2024	10/23/2024	10/23/2024		11/01/2024	346.70
10416 - Monterey County Petroleum-Sturdy Oil Co.	256797	City Fuel	Paid by Check # 105648		10/16/2024	10/23/2024	10/23/2024		11/01/2024	1,889.31
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 2	<u>\$2,236.01</u>
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	089765	Fasteners & Pipe PVC	Paid by Check # 105619		10/24/2024	10/28/2024	10/28/2024		11/01/2024	44.64
10927 - Ace Hardware - Fire Dept.	089790	Trash bag, Indoor/Outdoor Broom	Paid by Check # 105619		10/26/2024	10/28/2024	10/28/2024		11/01/2024	73.16
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 2	<u>\$117.80</u>
Account 6500.700 - Training & Travel Training & Travel										
11666 - Vega, Carlos	10-18-24	Per Diem for Arson Conference	Paid by Check # 105667		10/18/2024	10/28/2024	10/28/2024		11/01/2024	161.00
Account 6500.700 - Training & Travel Training & Travel Totals									Invoice Transactions 1	<u>\$161.00</u>
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 8	<u>\$4,207.49</u>
Division 000 - Non-Div Totals									Invoice Transactions 8	<u>\$4,207.49</u>
Department 250 - Fire Totals									Invoice Transactions 8	<u>\$4,207.49</u>
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	089677	Snack Shack	Paid by Check # 105620		10/15/2024	10/23/2024	10/23/2024		11/01/2024	16.26
10728 - Ace Hardware-Public Works	089709	Parks and Rec	Paid by Check # 105620		10/17/2024	10/23/2024	10/23/2024		11/01/2024	8.72



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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 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10728 - Ace Hardware-Public Works	089698	Vince DiMaggio Park	Paid by Check # 105620		10/16/2024	10/23/2024	10/23/2024		11/01/2024	13.09
10728 - Ace Hardware-Public Works	089729	City Hall	Paid by Check # 105620		10/21/2024	10/23/2024	10/23/2024		11/01/2024	40.38
10728 - Ace Hardware-Public Works	089723	Cord Yard	Paid by Check # 105620		10/21/2024	10/23/2024	10/23/2024		11/01/2024	51.30
10080 - Branch's Janitorial	228841	Custodial Services for October 2024	Paid by EFT # 5329		10/25/2024	10/23/2024	10/23/2024		11/01/2024	2,886.35
10237 - Ferguson Enterprise , Inc. # 1423	5502586	Metering Push HDL	Paid by Check # 105635		10/17/2024	10/28/2024	10/28/2024		11/01/2024	120.12
10250 - Gavilan Pest Control	0165613	3126 Shoemaker at Pond	Paid by Check # 105638		10/23/2024	10/28/2024	10/28/2024		11/01/2024	80.00
10275 - Home Depot Credit Service	Oct 2024 59813	Home Depot (6035 3225 0395 9813)	Paid by Check # 105639		10/13/2024	10/23/2024	10/23/2024		11/01/2024	1,061.65
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals									Invoice Transactions 9	\$4,277.87
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10728 - Ace Hardware-Public Works	089675	PD	Paid by Check # 105620		10/15/2024	10/23/2024	10/23/2024		11/01/2024	76.44
Account 6360.070 - Maint & Repairs Bdg Public Safety Totals									Invoice Transactions 1	\$76.44
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Oct 2024 56-006	188 Seaside Circle	Paid by Check # 105645		10/18/2024	10/28/2024	10/28/2024		11/01/2024	385.22
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 1	\$385.22
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	256791	Regular Ethenol	Paid by Check # 105648		10/15/2024	10/23/2024	10/23/2024		11/01/2024	173.33
10416 - Monterey County Petroleum-Sturdy Oil Co.	256797	City Fuel	Paid by Check # 105648		10/16/2024	10/23/2024	10/23/2024		11/01/2024	84.34
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 2	\$257.67
Account 6400.740 - Material & Suppl Special Dept Suppl										
10560 - Suburban Propane	1602-516863	Propane	Paid by Check # 105665		10/11/2024	10/23/2024	10/23/2024		11/01/2024	375.78
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 1	\$375.78
Account 6400.800 - Material & Suppl Uniform										
11969 - Angel Guevara	10-18-24	Boot Reimbursement (FY 24-25)	Paid by Check # 105624		10/18/2024	10/23/2024	10/23/2024		11/01/2024	225.00
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110570475	PW uniforms	Paid by Check # 105668		10/25/2024	10/23/2024	10/23/2024		11/01/2024	179.16
Account 6400.800 - Material & Suppl Uniform Totals									Invoice Transactions 2	\$404.16
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 16	\$5,777.14



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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 311 - Buildings & Grounds Totals			Invoice Transactions		16	\$5,777.14
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10169 - CSC of Salinas	001039192	Beaded Barb to Male Oring	Paid by Check # 105633		10/22/2024	10/23/2024	10/23/2024		11/01/2024	8.89
10403 - NAPA Auto Parts - former Monterey Auto Supply	086251	Parts	Paid by Check # 105651		10/02/2024	10/23/2024	10/23/2024		11/01/2024	151.44
10403 - NAPA Auto Parts - former Monterey Auto Supply	086248	Parts	Paid by Check # 105651		10/02/2024	10/23/2024	10/23/2024		11/01/2024	99.24
10403 - NAPA Auto Parts - former Monterey Auto Supply	086249	Parts	Paid by Check # 105651		10/02/2024	10/23/2024	10/23/2024		11/01/2024	234.09
10403 - NAPA Auto Parts - former Monterey Auto Supply	087948	Parts PW/576	Paid by Check # 105651		10/10/2024	10/23/2024	10/23/2024		11/01/2024	27.16
10505 - RDO Equipment Co.	P0367538	Parts	Paid by Check # 105657		10/22/2024	10/23/2024	10/23/2024		11/01/2024	83.62
10505 - RDO Equipment Co.	P0282138	Parts	Paid by Check # 105657		10/15/2024	10/23/2024	10/23/2024		11/01/2024	1,055.49
10505 - RDO Equipment Co.	P0282038	Parts	Paid by Check # 105657		10/15/2024	10/23/2024	10/23/2024		11/01/2024	144.49
				Account 6360.690 - Maint & Repairs Supplies Totals			Invoice Transactions		8	\$1,804.42
Account 6360.850 - Maint & Repairs Vehicle										
10428 - Monterey Tire Service	1-120998	817 Flat Tire Repair	Paid by Check # 105650		10/22/2024	10/23/2024	10/23/2024		11/01/2024	74.75
10428 - Monterey Tire Service	1-120936	605 07 Ford Ranger Super Cab	Paid by Check # 105650		10/21/2024	10/23/2024	10/23/2024		11/01/2024	719.25
10528 - Salinas Valley Ford	117909	2017 F150	Paid by Check # 105661		10/16/2024	10/23/2024	10/23/2024		11/01/2024	2,366.64
				Account 6360.850 - Maint & Repairs Vehicle Totals			Invoice Transactions		3	\$3,160.64
				Sub-Division 00 - Non-Subdiv Totals			Invoice Transactions		11	\$4,965.06
				Division 313 - Vehicle Maint Totals			Invoice Transactions		11	\$4,965.06
				Department 310 - Public Works Totals			Invoice Transactions		27	\$10,742.20
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11578 - Ana Maria Cordero	24011	M Huntley Language Services	Paid by Check # 105623		10/25/2024	10/30/2024	10/30/2024		11/01/2024	135.00
				Account 6300.570 - Prof Svc Other Totals			Invoice Transactions		1	\$135.00
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	256791	Regular Ethenol	Paid by Check # 105648		10/15/2024	10/23/2024	10/23/2024		11/01/2024	115.57



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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 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.	256797	City Fuel	Paid by Check # 105648		10/16/2024	10/23/2024	10/23/2024		11/01/2024	56.22
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										Invoice Transactions 2
										\$171.79
Account 6400.565 - Material & Suppl Office Supplies										
10734 - Office Depot-Public Works Dept.	387595093001	Binders	Paid by Check # 105653		10/14/2024	10/28/2024	10/28/2024		11/01/2024	48.80
Account 6400.565 - Material & Suppl Office Supplies Totals										Invoice Transactions 1
										\$48.80
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 4
										\$355.59
Division 000 - Non-Div Totals										Invoice Transactions 4
										\$355.59
Department 410 - Planning Totals										Invoice Transactions 4
										\$355.59
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.200 - Fee Agr Costs - Engineering										
10713 - Goodwin Consulting Group	13714	CFD Dunes Promenade	Paid by EFT # 5332		10/17/2024	10/23/2024	10/23/2024		11/01/2024	5,508.75
Account 6330.200 - Fee Agr Costs - Engineering Totals										Invoice Transactions 1
										\$5,508.75
Account 6400.565 - Material & Suppl Office Supplies										
10734 - Office Depot-Public Works Dept.	387591294001	Paper/Toner	Paid by Check # 105653		10/14/2024	10/28/2024	10/28/2024		11/01/2024	509.77
10734 - Office Depot-Public Works Dept.	388927075001	Battery	Paid by Check # 105653		10/16/2024	10/28/2024	10/28/2024		11/01/2024	13.37
10734 - Office Depot-Public Works Dept.	388952363001	Engineering	Paid by Check # 105653		10/16/2024	10/28/2024	10/28/2024		11/01/2024	5.40
10734 - Office Depot-Public Works Dept.	390927528001	Corp Yard Supplies	Paid by Check # 105653		10/17/2024	10/28/2024	10/28/2024		11/01/2024	432.88
10734 - Office Depot-Public Works Dept.	390927732001	Break Room Supplies Annex	Paid by Check # 105653		10/17/2024	10/28/2024	10/28/2024		11/01/2024	42.21
Account 6400.565 - Material & Suppl Office Supplies Totals										Invoice Transactions 5
										\$1,003.63
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 6
										\$6,512.38
Division 000 - Non-Div Totals										Invoice Transactions 6
										\$6,512.38
Department 420 - Engineering Totals										Invoice Transactions 6
										\$6,512.38



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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 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 24049189	3200 Imjin Rd	Paid by EFT # 5330		10/28/2024	10/28/2024	10/28/2024		11/01/2024	687.50
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals								Invoice Transactions	1	\$687.50
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9976649419	Verizon Wireless (972476364-00001)	Paid by EFT # 5337		10/18/2024	10/28/2024	10/28/2024		11/01/2024	156.93
Account 6380.120 - Utilities Comm Mobile & Pager Totals								Invoice Transactions	1	\$156.93
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	2	\$844.43
Division 000 - Non-Div Totals								Invoice Transactions	2	\$844.43
Department 430 - Building Inspection Totals								Invoice Transactions	2	\$844.43
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.	256791	Regular Ethenol	Paid by Check # 105648		10/15/2024	10/23/2024	10/23/2024		11/01/2024	288.91
10416 - Monterey County Petroleum-Sturdy Oil Co.	256797	City Fuel	Paid by Check # 105648		10/16/2024	10/23/2024	10/23/2024		11/01/2024	140.56
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals								Invoice Transactions	2	\$429.47
Account 6400.652 - Material & Suppl Recr Special Progr / Events										
11763 - Terry Poole Jr. - Blessed Ventures	Oct 2024 2627	generator rental	Paid by Check # 105686		10/30/2024	10/30/2024	10/30/2024		11/01/2024	200.00
Account 6400.652 - Material & Suppl Recr Special Progr / Events Totals								Invoice Transactions	1	\$200.00
Account 6700.110 - Capital Outlay Equipment										
10831 - Kompan, Inc.	INV126423	Windy Hill Park	Paid by EFT # 5335		10/09/2024	10/16/2024	10/16/2024		11/01/2024	241,340.59
Account 6700.110 - Capital Outlay Equipment Totals								Invoice Transactions	1	\$241,340.59
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	4	\$241,970.06
Division 100 - Admin Totals								Invoice Transactions	4	\$241,970.06
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6400.652 - Material & Suppl Recr Special Progr / Events										
10688 - Rivera, Carolina	Oct 2024 Costco	Youth Halloween Event	Paid by Check # 105685		10/30/2024	10/30/2024	10/30/2024		11/01/2024	898.52
Account 6400.652 - Material & Suppl Recr Special Progr / Events Totals								Invoice Transactions	1	\$898.52
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	1	\$898.52
Division 511 - Youth Totals								Invoice Transactions	1	\$898.52



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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 512 - Teen										
Sub-Division 00 - Non-Subdiv										
Account 6400.650 - Material & Suppl Recr Donation - Gen Recr Prog										
12120 - KanaKim Entertainment, LLC/EZPZ	1552408071627	2024 Halloween Event	Paid by Check		10/30/2024	10/30/2024	10/30/2024		11/01/2024	300.00
Video Game Parties	831		# 105682							
Account 6400.650 - Material & Suppl Recr Donation - Gen Recr Prog Totals								Invoice Transactions	1	\$300.00
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	1	\$300.00
Division 512 - Teen Totals								Invoice Transactions	1	\$300.00
Department 510 - Recreation & Culture Totals								Invoice Transactions	6	\$243,168.58
Fund 100 - General Fund Totals								Invoice Transactions	99	\$494,555.15



Accounts Payable by G/L Distribution Report

Payment Date Range 11/01/24 - 11/01/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 130 - Library Maintenance										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.060 - Maint & Repairs Bdg Library										
10603 - Verizon Wireless	9976649419	Verizon Wireless (972476364-00001)	Paid by EFT # 5337		10/18/2024	10/28/2024	10/28/2024		11/01/2024	73.36
Account 6360.060 - Maint & Repairs Bdg Library Totals							Invoice Transactions 1			\$73.36
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			\$73.36
Division 000 - Non-Div Totals							Invoice Transactions 1			\$73.36
Department 000 - Non-Dept Totals							Invoice Transactions 1			\$73.36
Fund 130 - Library Maintenance Totals							Invoice Transactions 1			\$73.36



Accounts Payable by G/L Distribution Report

Payment Date Range 11/01/24 - 11/01/24

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	4914-1049353	Photo Control	Paid by Check # 105632		10/24/2024	10/23/2024	10/23/2024		11/01/2024	258.92
Account 6360.780 - Maint & Repairs Traffic Signals Totals							Invoice Transactions 1			<u>\$258.92</u>
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9976649419	Verizon Wireless (972476364-00001)	Paid by EFT # 5337		10/18/2024	10/28/2024	10/28/2024		11/01/2024	790.86
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			<u>\$790.86</u>
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2024 483-6	PG&E - 3982644483-6	Paid by Check # 105654		10/18/2024	10/28/2024	10/28/2024		11/01/2024	15,403.44
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions 1			<u>\$15,403.44</u>
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Oct 2024 56-028	California at Jerry Ct	Paid by Check # 105645		10/18/2024	10/28/2024	10/28/2024		11/01/2024	65.06
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 1			<u>\$65.06</u>
Account 6400.155 - Material & Suppl Dump Fees										
10427 - Monterey Regional Waste Management District	4184130	Sweeper Dirt	Paid by Check # 105649		10/18/2024	10/23/2024	10/23/2024		11/01/2024	452.76
10427 - Monterey Regional Waste Management District	4184319	Sweeper Dirt	Paid by Check # 105649		10/18/2024	10/23/2024	10/23/2024		11/01/2024	395.01
10427 - Monterey Regional Waste Management District	4184478	Sweeper Dirt	Paid by Check # 105649		10/18/2024	10/23/2024	10/23/2024		11/01/2024	358.05
10427 - Monterey Regional Waste Management District	4483998	Sweeper Dirt	Paid by Check # 105649		10/18/2024	10/23/2024	10/23/2024		11/01/2024	424.27
Account 6400.155 - Material & Suppl Dump Fees Totals							Invoice Transactions 4			<u>\$1,630.09</u>
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	256791	Regular Ethenol	Paid by Check # 105648		10/15/2024	10/23/2024	10/23/2024		11/01/2024	173.35
10416 - Monterey County Petroleum-Sturdy Oil Co.	256797	City Fuel	Paid by Check # 105648		10/16/2024	10/23/2024	10/23/2024		11/01/2024	931.82
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 2			<u>\$1,105.17</u>
Account 6400.740 - Material & Suppl Special Dept Suppl										
10728 - Ace Hardware-Public Works	089714	Master Key	Paid by Check # 105620		10/18/2024	10/23/2024	10/23/2024		11/01/2024	2.17
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions 1			<u>\$2.17</u>
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110570476	PW Shop Supplies	Paid by Check # 105668		10/25/2024	10/23/2024	10/23/2024		11/01/2024	73.51
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions 1			<u>\$73.51</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 11/01/24 - 11/01/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
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Fund **220 - Gas Tax**
Department **000 - Non-Dept**
Division **000 - Non-Div**

Sub-Division 00 - Non-Subdiv Totals	Invoice Transactions	12	<u>\$19,329.22</u>
Division 000 - Non-Div Totals	Invoice Transactions	12	<u>\$19,329.22</u>
Department 000 - Non-Dept Totals	Invoice Transactions	12	<u>\$19,329.22</u>
Fund 220 - Gas Tax Totals	Invoice Transactions	12	<u>\$19,329.22</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 11/01/24 - 11/01/24

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.	63521	Program Management	Paid by Check # 105679		10/22/2024	10/24/2024	10/24/2024		11/01/2024	15,296.91
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1		\$15,296.91	
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1		\$15,296.91	
Division 000 - Non-Div Totals							Invoice Transactions 1		\$15,296.91	
Department 000 - Non-Dept Totals							Invoice Transactions 1		\$15,296.91	
Fund 223 - FORA Dissolution Totals							Invoice Transactions 1		\$15,296.91	



Accounts Payable by G/L Distribution Report

Payment Date Range 11/01/24 - 11/01/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 462 - City Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10316 - Kimley-Horn & Associates	29748793	2021 Dev Impact Fee	Paid by Check # 105642		09/30/2024	10/25/2024	10/25/2024		11/01/2024	22,091.89
10831 - Kompan, Inc.	INV126423	Windy Hill Park	Paid by EFT # 5335		10/09/2024	10/16/2024	10/16/2024		11/01/2024	249,489.64
11489 - Wallace Group, Inc.	63521	Program Management	Paid by Check # 105679		10/22/2024	10/24/2024	10/24/2024		11/01/2024	15,281.11
11776 - Bianca E. Koenig - BEK Collective	030-004-002	Preston Park	Paid by Check # 105628		08/05/2024	10/23/2024	10/23/2024		11/01/2024	1,943.75
12126 - Integral Consulting Inc.	27816	Marina Coastal Hazard Managed Retreat Policy	Paid by Check # 105640		10/21/2024	10/28/2024	10/28/2024		11/01/2024	3,586.00
10425 - Monterey Peninsula Engineering	24-07-28	Belle Dr Sink Hole	Paid by Check # 105684		08/20/2024	10/23/2024	10/23/2024		11/01/2024	4,980.88
10425 - Monterey Peninsula Engineering	24-07-29 RET	Belle Dr Sink Hole Retention	Paid by Check # 105684		08/20/2024	10/23/2024	10/23/2024		11/01/2024	262.15
10425 - Monterey Peninsula Engineering	24-07-35 RET	Teen Center Resurfacing	Paid by Check # 105684		08/20/2024	10/28/2024	10/28/2024		11/01/2024	637.75
10515 - Rincon Consultants, Inc.	60795	Marina Downtown Vitalization SP and EIR	Paid by EFT # 5336		10/17/2024	10/30/2024	10/30/2024		11/01/2024	5,371.50
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	9		<u>\$303,644.67</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	9		<u>\$303,644.67</u>
Division 000 - Non-Div Totals							Invoice Transactions	9		<u>\$303,644.67</u>
Department 000 - Non-Dept Totals							Invoice Transactions	9		<u>\$303,644.67</u>
Fund 462 - City Capital Projects Totals							Invoice Transactions	9		<u>\$303,644.67</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 11/01/24 - 11/01/24

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 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228840	Janitorial Service - Police/Fire/Airport Oct 2024	Paid by EFT # 5329		10/25/2024	10/28/2024	10/28/2024		11/01/2024	410.00
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$410.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9976649419	Verizon Wireless (972476364-00001)	Paid by EFT # 5337		10/18/2024	10/28/2024	10/28/2024		11/01/2024	24.55
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$24.55
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	256791	Regular Ethanol	Paid by Check # 105648		10/15/2024	10/23/2024	10/23/2024		11/01/2024	173.35
10416 - Monterey County Petroleum-Sturdy Oil Co.	256797	City Fuel	Paid by Check # 105648		10/16/2024	10/23/2024	10/23/2024		11/01/2024	84.34
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 2	\$257.69
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 4	\$692.24
Division 000 - Non-Div Totals									Invoice Transactions 4	\$692.24
Department 000 - Non-Dept Totals									Invoice Transactions 4	\$692.24
Fund 555 - Marina Airport Totals									Invoice Transactions 4	\$692.24
Grand Totals									Invoice Transactions 126	\$833,591.55



Accounts Payable by G/L Distribution Report

Payment Date Range 10/25/24 - 10/25/24

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 Retirement										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6650.001 - ROPS #1- Neeson Rd Tax Alloc Bond										
10593 - USDA Rural Development	10-16-24	Case #04-027- 0942321991 Code 97 Loan Number 1	Paid by Check # 127		10/16/2024	10/16/2024	10/16/2024		10/25/2024	36,174.99
Account 6650.001 - ROPS #1- Neeson Rd Tax Alloc Bond Totals							Invoice Transactions	1		\$36,174.99
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$36,174.99
Division 000 - Non-Div Totals							Invoice Transactions	1		\$36,174.99
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$36,174.99
Fund 758 - Successor Agency Oblig Retirement Totals							Invoice Transactions	1		\$36,174.99
Grand Totals							Invoice Transactions	1		\$36,174.99



DRAFT

MINUTES

Agenda Item: **10b(1)**
City Council Meeting of
November 6, 2024

Tuesday, April 30, 2024

5:00 P.M. Open Session

SPECIAL STUDY SESSION MARINA CITY COUNCIL

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: Brian McCarthy, Kathy Biala, Mayor/Chair Bruce C. Delgado
MEMBERS ABSENT: Jennifer McAdams (Excused), Mayor Pro-Tem/Vice Chair Liesbeth Visscher (Excused)
5. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
6. STUDY SESSION:
 - a. Receive presentation from Roesling Nakamura Terada Architects regarding proposed new City Facilities and Potential Locations and receive direction from Council.

Public Comments:

- Grace Silva-Santella – Commented on the definitions/terminologies of the community center, Civic Center, City Hall used in the surveys. Important to know the timing to the Marina sports center building structure. Important to know how marina station will be part of this relative to a fire station. Commented on Busby Lane walkability.
- Alex Stewart – In favor of keeping Locke Paddon Park as an open space and see's positives for the other sites. Lives near Locke Paddon and DiMaggio and not in favor of having 114 people walking by his home during a break.
- Jeff Markham – Spoke about consultants compressed their normal time doing this type of analysis and asked what did we as a city give up during that compression? Asked what a property owner would have to pay on a hypothetical \$62.5 Million bond at the current interest rate per assessed value of their home?

- Jenny McAdams – Speaking as member of the public. Asked is there a 10% to 15% contingency built into the numbers? Need to make sure the funds and the projects are equitable. Fond of the Reservation Road it has multiple uses and public access. Likes the conversion of the Hillcrest into a recreation space. Agrees Locke Paddon should remain as open space.
- Liesbeth Visscher – Speaking as member of the public. Express support for the Reservation Road site. Preference for locating the police station next to the future fire station at Cypress Knolls for future growth. Does not think Locke Paddon should be considered for a civic center.

Council Direction:

To conduct more meetings with the council and the public compressed, to come back and flush out some of these scenarios a little bit more and come back with some different iterations by the end of May or the first part of June.

7. ADJOURNMENT: The meeting adjourned at 7:47 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor



DRAFT

MINUTES

Agenda Item: **10b(2)**
City Council Meeting of
November 6, 2024

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

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 address above. This Notice and Agenda will be posted at the teleconference location.

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 (Remote), Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Liesbeth Visscher, Mayor/Chair Bruce C. Delgado (Remote)
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: City Attorney reported out Closed Session: No reportable action was taken.

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:
 - Andrea Willer – Announced on October 19th & 20th and October 26th & 27th from 12:00-5:00 pm the Marina Equestrian Center we will be hosting a haunted house costume contest, games, food, and more and its free to the community. On October 27th from 11:00am-2:00pm is the Howl-o-Ween Pet event at Vince DiMaggio Park. On October 31st we have our two traditional Halloween events, Youth Fright Night, which is up here at Rocky Hahn Community Center and in the parking lot from 6:00-8:00pm and then Team Fright Night, at Los Arboles Upper Field from 6:30-9:30pm.
 - Council Member McCarthy – Commented on last week’s earthquake and noted there’s a app you can download to your phone called MyShake to get updates/notifications. Read the Land Acknowledgement that’s on all the city agendas in honor of Indigenous Peoples Day.
 - Council Member McAdams – Thanked Recreation staff for all the Teen Center events. Commented on the Fire Department’s Open House and thanked event organizers and organization for their participation.
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.*
 - Gretta Wong – Commented on her personal struggles as a homeowner on a fixed income and stated an additional tax on her property tax bill will hurt. Noted she is not the only homeowner in Marina on a fixed income that Measure U will affect.
 - Steve Hanley – Asked Have any of the projections as to the three revenue sources that the city manager mentioned Taking into account future revenues. based on the sales of the property that are being built and have been built here, And the fact that those revenues are going to increase your tax base because of Props 13's transition of setting new assess valuations on the resales of those properties, not what Shea's been building? Have you taken into account the effects of Prop 19?
 - Nancy Amadeo – Spoke about Marina Rotary’s Cars in Park event that was held last weekend. Wanted to thank the Public Works Department for their quick response when told that the waste receptacles that were ordered had not been delivered yet. Within a couple of hours the Public Works department had them delivered.
 - Lisa Reinheimer – Passed out a flyer both in English and in Spanish announcing a new routing of the line 61, which goes through now Central Marina. Thanked staff and the city for incorporating MST's comments into the downtown specific plan. Noted MST was granted

a clean California grant and we used that money to rejuvenate our Marina Transit Exchange. Provided a progress report on the MST Surf Project.

- Denise Turley – Asked if there is an early voting ballot box physically attached to the teen center and if there are more in Marina.
- John Sanders – Asked staff, does the city have a punch list of the top 10 or 20 most essential building repairs? Does it have cost estimates for these repairs? If you have this kind of punch list, will you provide this list to the public? will you allocate funds from the city's budget surplus to work on these essential repairs? Are there reports that Seaside will not close the Presidio of Monterey Annex fire station. Will the city reestablish an agreement with Seaside to provide fire support for South Marina?

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. 2024-110**, 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. 2024-111**, 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. 2024-112**, 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. 2024-113**, 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. 2024-114**, 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)*~~ ***Pulled by Councilmember McCarthy, becomes agenda item 13e***
- (3) Adopting **Resolution No. 2024-115**, 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

Councilmember Biala made comments on agenda item 10g(3)

Councilmember McCarthy had comments and questions on agenda items 10f(1), 10f(2), 10f(3), 10g(3) and requested to pull agenda item 10g(2).

Mayor Delgado had brief question for agenda item 10g(3)

Councilmember McAdams made comments on agenda item 10g(4)

Mayor Pro Tem Visscher had a brief question on agenda item 10j(1)

MCADAMS/MCCARTHY: TO APPROVE THE CONSENT AGENDA MINUS AGENDA OTEM 10g(2). 5-0-0-0 MOTION PASSES BY ROLL CALL VOTE.

- 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.

Public hearing was opened for comments, none received.

BIALA/MCCARTHY: TO CONTINUE THE PUBLICHEARING TO NOVEMBER 6, 2024. 5-0-0-0 MOTION PASSES BY ROLL CALL VOTE

- 12. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*
- 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. 2024-116**, 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.

Public Comments:

- Steve Hanley – Property owner in the downtown area and one of the nicest thing seen come together in a long time. Supports the passage of this item.
- Nancy Amadeo – Incredible opportunity to pass this tonight and move forward with downtown. The plan creates a walkable community. Commented on Habitat for Humanity building the affordable housing aspect. Hopes the Council will vote to approve this and create a destination in our own community.
- Brad Crosscheck – acquired a vacant piece of property 27 years ago at 435 Reservation Road and was one of the 26 groups that has come into the office and encouraged Guido to keep pushing forward. Encourages the council to bring this to fruition and hopefully enact the plan tonight.
- Matt Huerta, Monterey Bay Economic Partnership and Housing and Community Development Director – this is one of the best plans that we've seen, this one has incorporated quite a bit of the learning over the last few years and decades of feedback. We support and encourage your approval.
- Doug Yount – Spoke about the history of the downtown vitalization specific plan and good to hear that property owners and investors have participated in it. Talked about creating incentives.
- Bob Garrison – Works for Sierra Pacific Properties and congratulated the city on a wonderful plan and wanted to give our thanks to Guido who we've worked with over the last couple of years. Look forward to seeing the plan brought to fruition and encourage the council to approve the plan.
- Yuri Anderson – Read a statement from Supervisor Wendy Root Askew, who supports the project and asked that council approve what is being presented. Ms. Anderson spoke personally about the project and urged the council to approve the project. Had some initial concerns about the nonconforming language and were able to work through that with staff.
- Gabriel Sanders – Expressed his support for this plan. Watched it evolve over the years and watched Guido and his team work hard to make sure it matches up with the needs of the community's growth as well as state law requirements. Encourage the council to approve this plan with any of the recommended changes from the Planning Commission.
- Laura Davis, Deputy Director, LandWatch – We support the city's efforts to create more walkable, bikeable downtown areas that facilitate mixed-use development and connect neighborhoods with parks and trails and encourages the Council to approve the Plan. Stated the city would benefit from encouraging MCWD to prioritize the development of non-groundwater sources.
- Denise Turley – Asked if there was a way on the city's website to enter an address and see what is planned for that area.

9:58 PM motion made to continue the meeting to the completion of agenda item 11b by Councilmember McCarthy and seconded by Councilmember Biala, 5-0-0-0 Motion Passes by Roll Call Vote

BIALA/MCCARTHY: THAT WE ADOPT RESOLUTION NO. 2024-116, THAT:

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 AMENDMENTS (GPA 24-003) TO THE 2000 MARINA GENERAL PLAN TO IMPLEMENT THE DOWNTOWN SPECIFIC PLAN BY 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. ADOPTS ZONING TEXT AMENDMENTS TO THE MARINA MUNICIPAL CODE TO IMPLEMENT THE DOWNTOWN SPECIFIC PLAN AS SET FORTH IN THE CORRESPONDING ORDINANCE INTRODUCED AND READ ON THE SAME DATE.
5. AMENDS THE MARINA ZONING MAP TO INCORPORATE BY REFERENCE THE ZONING STANDARDS IDENTIFIED AS APPENDIX A (DEVELOPMENT CODE) TO THE DOWNTOWN SPECIFIC PLAN.
6. RECOMMENDS MINOR EDITS TO THE NONCONFORMING SECTION AS IDENTIFIED ABOVE IN SECTION 7.6.2 OF THE DOWNTOWN SPECIFIC PLAN.
7. RESCINDS CITY COUNCIL MOTION 2008-111 REGARDING THE PREPARATION OF A SPECIFIC PLAN FOR INDIVIDUAL PROJECTS IN THE DOWNTOWN AREA.
8. DIRECTS STAFF TO MAKE MINOR MAP AMENDMENTS TO THE GIS INTERACTIVE MAP AND THE DOWNTOWN SPECIFIC PLAN
9. DIRECTS STAFF TO FILE A NOTICE OF DETERMINATION WITH FIVE (5) WORKING DAYS OF APPROVAL BY THE CITY COUNCIL WITH THE COUNTY CLERK.
10. DIRECTS STAFF TO STUDY IF A ROAD DIET IS FEASIBLE ALONG RESERVATION ROAD.
11. DIRECTS STAFF TO CLARIFY THE VEHICLES SALE AND VEHICLE RENTAL PROVISIONS WITHIN THE CORE BUSINESS DISTRICT.
12. REMOVES ADULT BUSINESSES FROM ALLOWED USES IN THE PLAN
13. ADDS A CROSS REFERENCE IN THE DESIGN STANDARDS (SECTION 4.1.3) TO APPENDIX B OF THE DOWNTOWN SPECIFIC PLAN.
14. INCORPORATES THE RECITALS SET FORTH ABOVE AS IF FULLY SET FORTH HEREIN.

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

- b. Adopting **Resolution No. 2024-117**, receiving a follow-up presentation and, providing approval of the final planting palette selection for the del monte boulevard median landscaping, phase 1 project.

Public Comments: None received.

MCCARTHY/BIALA: TO ADOPT RESOLUTION NO. 2024-117, RECEIVING A FOLLOW-UP PRESENTATION AND, PROVIDING APPROVAL OF THE FINAL PLANTING PALETTE SELECTION FOR THE DEL MONTE BOULEVARD MEDIAN LANDSCAPING, PHASE 1 PROJECT. 5-0-0-0 Motion Passes by Roll Call Vote

- ~~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)~~
- e. 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)* ***Pulled by Councilmember McCarthy, was agenda item 10g(2)***

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 10:30 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

CITY OF MARINA

HUMAN RESOURCES & RISK DEPARTMENT
211 Hillcrest Avenue
Marina, CA 93933
Phone: 831.884.1283
Fax: 831.384.0860



CLAIM FORM

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

SECTION 1: CLAIMANT INFORMATION

Cynthia S. Wills

Name of Claimant

Telephone Number (include area code)

Mailing Address

City

CA

Zip Code

SECTION 2: NOTICES

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

Cynthia S. Wills

Name of Claimant

Telephone Number (include area code)

Mailing Address

City

CA

Zip Code

SECTION 3: CLAIM INFORMATION

Date of the occurrence/transaction which gave rise to the claim:

*The last several weeks in addition
October 3 2024*
Month, Day & Year

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

*Dunes Drive Marina, CA. Essentially directed in front of Country Inn
& Suites and Best Western, Sandpiper Beach Resort area.*

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

*Marina has been allowing trucks, semi-trucks, construction related
vehicles to park on Dunes Drive and run truck engines for example
yesterday in excess of nine (9) straight hours. Noise and exhaust fumes.*

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

*The Marina PD has been enforcing anti-camping laws against
the homeless on Dunes Drive. The Marina PD refuses to move
along these trucks that are parking and running engines for
hours in front of these hotels, creating a noise nuisance and
serious toxic exhaust fumes from permeating the area by
running engines for long extended periods of time.*

Provide the name(s) of the City of Marina employee(s) causing the injury, damage or lost, if known.

I have called in several complaints regarding the issue.
The City of Marina and PD employees have direct access to this information

Provide the amount claimed if said amount totals less than ten thousand dollars (\$10,000.00) as of the date presentation of the claim (including the estimated amount of any prospective injury, damage, or lost, insofar as it may be known at the time of the presentation of the claim), together with the basis of computation of the amount claim.

Amount Claimed: \$ _____

Basis for computation: _____

If the amount claimed exceeds ten thousand dollars (\$10,000.00), do not provide the dollar amount of the claim. However, please indicate below whether the claim would be a limited civil case. A **Limited Civil Case** is one where the amount claimed does not exceed twenty-five thousand dollars (\$25,000.00). **Non-Limited Civil Case** is one where the amount may exceed twenty-five thousand dollars (\$25,000.00)

_____ Limited Civil Case

X Non-Limited Civil Case

SECTION 4: INSURANCE INFORMATION (OPTIONAL – MAY BE COMPLETE IF CLAIM INVOLVES A MOTOR VEHICLE)

Has a claim for the alleged damage/injury been filled or will it be filed with your insurance carrier?

☐ Yes (If marked, please provide information below.

☐ No

n/a
Name of Insurance Carrier

()
Telephone Number (include area code)

Mailing Address _____ City _____ State _____ Zip Code _____

Policy Number: _____ Deductible: \$ _____

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

Vehicle Make: _____ Model: _____ Year: _____

SECTION 5: REPRESENTATIVE INFORMATION (OPTIONAL – MAY BE COMPLETED IF FILED BY ATTORNEY OR REPRESENTATIVE)

n/a
Name of Attorney/Representative

()
Telephone Number (include area code)

Mailing Address _____ City _____ State _____ Zip Code _____

Is the claim filed on behalf of minor? ☐ Yes ☐ No

If yes, please indicate:

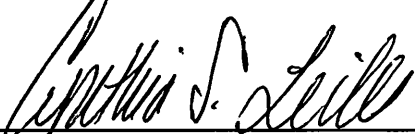
Relationship to minor: _____

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

SECTION 6: ADVISORY - CONDITION OF A FELONY

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

SECTION 7: CLAIMANT'S SIGNATURE (OR REPRESENTATIVE)



Signature of Claimant or Claimant's Attorney /Representative

October 4, 2024

Date

SECTION 8: SUBMISSION OF CLAIM FORM

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

City of Marina
Attention: Risk Management Department
211 Hillcrest Avenue
Marina, CA 93933

Office: (831) 884-1283
Fax: (831) 384-0552
HR@cityofmarina.org

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

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

Mr. Maiolini will handle your claim through settlement or resolution. You will be notified in writing by MBASIA of any actions pertaining to the status of your claim and if additional information is required. You may also contact Mr. Maiolini at (707) 792-4980 ext. 206, if you wish to discuss your claim.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 6, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-
AUTHORIZING APPLICATION TO THE PRO HOUSING
DESIGNATION PROGRAM AND THE PRO HOUSING INCENTIVE
GRANT PROGRAM**

RECOMMENDATION: That the City Council consider:

1. Adopt Resolution No. 2024, supporting the City's application to the Pro housing Designation Program and the Pro Housing Incentive Grant Program; and
2. authorizing City staff to submit the application for formal review.

BACKGROUND

The Prohousing Designation is a California Housing and Community Development Department (HCD) program that recognizes cities and counties that demonstrate a commitment to creating and supporting housing affordability and development. This recognition could position the City to receive additional grant funding from the state. By pursuing the designation, the City will advance its commitment to Housing Element goals, reinforcing its efforts to accelerate housing production to meet its share of the regional housing need, and address the housing needs of the community.

Receiving a Prohousing Designation documents a jurisdiction's commitment to implementing local policies that remove obstacles to new housing and recognizes the work that has already been done by a jurisdiction to address California's severe housing shortage and affordability crisis. Applicants seeking to build affordable housing projects in local governments that receive the Prohousing Designation can receive priority processing or funding points when applying for several funding programs, including Affordable Housing and Sustainable Communities (AHSC), Infill Infrastructure Grant (IIG), Transformative Climate Communities (TCC), and more.

Furthermore, becoming prohousing designated allows the City to qualify for the Prohousing Incentive Program, an HCD grant program that can be used for the following eligible uses:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, and moderate-income households, including necessary operating subsidies.
2. Affordable rental and ownership housing that meets the needs of a growing workforce earning up to 120 percent of area median income, or 150 percent of area median income in high-cost areas.
3. Matching portions of funds placed into local or regional housing trust funds.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of Section 34176 of the Health and Safety Code.
5. Capitalized reserves for services connected to the creation of new permanent supportive housing, including, but not limited to, developments funded through the Veterans Housing and Homelessness Prevention Bond Act of 2014.

6. Assisting persons who are experiencing or at risk of homelessness, including providing rapid rehousing, rental assistance, navigation centers, emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
7. Accessibility modifications.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives or matching funds to local agencies that approve new housing for extremely low, very low, low-, and moderate-income households

Local governments that receive the Prohousing Designation can also receive priority processing or funding points when applying for several funding programs, including:

- Affordable Housing & Sustainable Communities (AHSC)
- Infill Infrastructure Grant (IIG)
- Transformative Climate Communities (TCC)
- Solutions for Congested Corridors
- Local Partnership Program
- Transit and Intercity Rail Capital Program (TIRCP)

Achieving the pro-housing designation and enacting the policies that will qualify the City for designation align with the goals and objectives in the City's Housing Element, including:

- Goals:
 - Ensure the provision of adequate sites for a range of housing types to ensure housing is available for a range of needs
 - Assist in the development of adequate housing to meet the needs of extremely low-,very low-,low-and moderate-income households
 - Address governmental constraints to the construction and preservation of housing where feasible
 - Conserve and improve the condition of the existing affordable housing stock
 - Promote equal housing opportunities to address a range of community needs
- Policy 1: Ensure that adequate vacant land or property suitable for residential development or redevelopment is available to meet the City's construction need as adopted by the Association of Monterey Area Governments (AMBAG) in the Regional Housing Needs Plan 2023-2031 for Monterey and Santa Cruz Counties of October 12, 2022.
- Policy 3: Ensure that the City site improvement and development standards, development review procedures, and development fees do not serve to unduly constrain the development, conservation and rehabilitation of housing.
- Policy 4: Pursue and monitor funding sources at the federal, state or local levels, particularly those sources that facilitate nonprofit acquisition of housing, which may become available for the preservation of at-risk projects, rehabilitation of existing housing, and construction of new affordable housing.

Furthermore, applying for the Prohousing Incentive Program grant aligns with several Housing Element actions to seek funding for affordable housing:

Program 4.1: Affordable Housing Resources

With the dissolution of the Redevelopment Agency, the City lacks a steady source of revenue to support affordable housing development and provide assistance to lower-and moderate – income households. The City will actively pursue affordable housing resources available at the local, state and federal levels to expand affordable housing opportunities in the city of a variety of activities, including but not limited to:

- New construction
- Acquisition/rehabilitation
- First-time homebuyer assistance
- Rehabilitation assistance

ENVIROMENTAL REVIEW

According to California Environmental Quality Act (CEQA) Guidelines, an activity must meet the definition of a “project” under Section 15378 to be subject to environmental review. An activity that does not involve any potential for a direct or reasonably foreseeable indirect physical change to the environment or is administrative or organizational in nature (Cal. Code Regs., tit. 14, § 15378(b)), does not constitute a project under CEQA.

FISCAL IMPACT

If awarded by State HCD, Marina is expected to be eligible for up to approximately \$750,000 from the Pro housing Incentive Program

CONCLUSION

Upon Council approval of the resolution and posting the grant application on the City website for thirty (30) days, staff will proceed with the actions authorized by the resolutions and submit both the Prohousing Designation Program and Prohousing Incentive Program applications by December 31, 2024.

PREPARED BY:

Guido F. Persicone, AICP
Community Development Director
City of Marina

REVIEWED/CONCUR

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING
APPLICATION TO THE PRO HOUSING DESIGNATION PROGRAM AND THE PRO
HOUSING INCENTIVE GRANT PROGRAM

WHEREAS, pursuant to Health and Safety Code 50470 et. Seq, the California Department of Housing and Community Development (“Department”) is authorized to issue Guidelines as part of an incentive program (hereinafter referred to by the Department as the Pro housing Incentive Program or “PIP”); and

WHEREAS, the City Council of the City of Marina desires to submit a PIP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for eligible activities toward planning and implementation activities related to housing and community development as a result of meeting eligibility criteria including but not limited to Pro housing Designation; and

WHEREAS, the Department has issued Guidelines and Application on August 15, 2024, in the amount of \$8 million for PIP.

Now, therefore, the City Council of the City of Marina (“Applicant”) resolves as follows:

SECTION 1. The City Manager is hereby authorized and directed to submit an application to the Department in response to the NOFA, and to apply for the PIP grant funds in a total amount not to exceed \$750,000.

SECTION 2. In connection with the PIP grant, if the Application is approved by the Department, the City Manager of the City of Marina is authorized and directed to enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$750,000 and any and all other documents required or deemed necessary or appropriate to evidence and secure the PIP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the Guidelines, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the Guidelines and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED at a regular City Council meeting duly held on the 6th day of November 2024, by the following vote:

AYES, COUNCIL MEMBERS:

NAYS, COUNCIL MEMEBRS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, City Clerk

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 6, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-
CONSENTING TO WAIVER OF POTENTIAL CONFLICT OF
INTEREST IN CONNECTION WITH GOLDFARB & LIPMAN LLP'S
REPRESENTATION OF INTERIM, INC. RELATED TO THE
CONSTRUCTION OF THE MARINA KAI PROJECT IN THE CITY OF
MARINA, AND AUTHORIZING CITY ATTORNEY TO EXECUTE
SUCH CONSENT.**

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution No. 2024- , consenting to waiver of potential conflict of interest in connection with Goldfarb & Lipman LLP's representation of Interim, Inc. ("Developer") related to the construction of the Marina Kai development in the City of Marina, and
2. Authorizing City Attorney to execute a consent to waive such potential conflict of interest.

BACKGROUND:

The City of Marina is an existing client of Goldfarb & Lipman. The firm has and will continue to represent the City in connection with land use and development matters related to the former Fort Ord as well as affordable housing and community development transactions.

In addition, the Developer is an existing client of Goldfarb & Lipman. The firm has and will continue to represent the Developer in connection with affordable housing projects throughout the Monterey County area. Currently, Goldfarb & Lipman is representing the Developer in connection with Sun Rose Apartments located in Salinas, California.

Goldfab & Lipman is requesting consents of both the City and the Developer for Goldfarb & Lipman to represent the Developer in connection with the construction of a 23-unit permanent supportive housing facility known as Marina Kai in the City of Marina, California (the "Project"). Specifically, Goldfarb & Lipman intends to represent the Developer in connection with the construction and development of the Project, including reviewing loan and grant agreements and other financial documents including from the California Department of Housing and Community Development and the Central California Alliance For Health, reviewing regulatory agreements and affordability restrictions, advising regarding construction contract negotiation, and providing real estate advice in connection with the Project (the "Transaction"). At this time, the Transaction is expected to include a density bonus agreement between the Developer and the City, but no City financial assistance is anticipated in the Transaction. Goldfarb & Lipman will not be representing the City in this Transaction or any associated density bonus agreement, as the City has its own counsel.

The request is attached as **EXHIBIT A.**

ANALYSIS:

In accordance with Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 of the Rules of Professional Conduct of the State Bar of California, Goldfarb & Lipman must disclose certain information, and obtain the informed written consents of the City and Developer in order for Goldfarb & Lipman to represent Developer in connection with the Transaction as described above when a potential conflict of interest exists.

Goldfarb & Lipman sets forth in **EXHIBIT A** that should an actual conflict of interest arise related to the Transaction in which the following occur: (1) the interest of the City becomes adverse to the interest of Developer, that would affect Goldfarb & Lipman's independent judgment and their duty of loyalty to the City and Developer in the unrelated matters; (2) the issue of dispute in the Transaction is substantially related to the same issue in which Goldfarb & Lipman has represented the City or Developer in other matters; or (3) Goldfarb and Lipman has obtained any confidential information from Developer that is material to its representation of the City, or any confidential information from the City that is material to its representation of Developer, it will need to evaluate whether it could continue to represent the Developer in the Transaction. In such an event, it would need to obtain the informed written consent of the City and Developer for such actual conflict of interest.

CONCLUSION:

This request is submitted for City Council consideration and action.

FISCAL IMPACT:

None

Respectfully submitted,

René Alejandro Ortega
City Attorney
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CONSENTING TO WAIVE POTENTIAL CONFLICT OF INTEREST IN CONNECTION WITH GOLDFARB & LIPMAN LLP'S REPRESENTATION OF INTERIM, INC. RELATED TO CONSTRUCTION OF THE MARINA KAI PROJECT IN THE CITY OF MARINA, AND AUTHORIZING CITY ATTORNEY TO EXECUTE SUCH CONSENT.

WHEREAS, the City of Marina is an existing client of Goldfarb & Lipman; and

WHEREAS, the Developer is an existing client of Goldfarb & Lipman; and

WHEREAS, Goldfarb & Lipman is requesting consents of both the City and the Developer for Goldfarb & Lipman to represent the Developer in connection with the construction of a 23-unit permanent supportive housing facility known as Marina Kai in the City of Marina, California (the "Project"). Specifically, Goldfarb & Lipman intends to represent the Developer in connection with the construction and development of the Project, as more specifically described in its request set forth in Exhibit A (the "Transaction").; and

WHEREAS, at this time, the Transaction is expected to include a density bonus agreement between the Developer and the City, but no City financial assistance is anticipated in the Transaction. Goldfarb & Lipman will not be representing the City in this Transaction or any associated density bonus agreement, as the City has its own counsel; and

WHEREAS, In accordance with Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 of the Rules of Professional Conduct of the State Bar of California, Goldfarb & Lipman must disclose certain information, and obtain the informed written consents of the City and Developer in order for Goldfarb & Lipman to represent Developer in connection with the Transaction as described above when a potential conflict of interest exists; and

WHEREAS, Goldfarb & Lipman sets forth in Exhibit A that should an actual conflict of interest arise related to the Transaction, it would need to obtain the informed written consent of the City and Developer for such actual conflict of interest; and

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

1. Adopt Resolution No. 2024- , consenting to waiver of potential conflict of interest in connection with Goldfarb & Lipman LLP's representation of Interim, Inc. ("Developer") related to the construction of the Marina Kai development in the City of Marina, and
2. Authorizing City Attorney to execute a consent to waive such potential conflict of interest.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of November 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

**goldfarb
lipman
attorneys**

1300 Clay Street, Eleventh Floor
Oakland, California 94612
510 836-6336

M David Kroot

Lynn Hutchins

Karen M. Tiedemann

Thomas H. Webber

Dianne Jackson McLean

Isabel L. Brown

James T. Diamond, Jr.

Margaret F. Jung

Heather J. Gould

William F. DiCamillo

Amy DeVaudrevil

Barbara E. Kautz

Rafael Yaquián

Celia W. Lee

Dolores Bastian Dalton

Joshua J. Mason

Jeffrey A. Streiffer

Elizabeth R. Klueck

Jhaila R. Brown

Gabrielle B. Janssens

Benjamin Funk

Rye P. Murphy

Aileen T. Nguyen

Katie Dahlinghaus

Matthew S. Heaton

Brandon V. Stracener

Dori Kojima

Nazanin Salehi

Erin C. Lapeyrolerie

Minda Bautista Hickey

Jocelyn A. Portales

Colleen A. Wisel

Thomas J. Levendosky

Estrella M. Lucero

Los Angeles

213 627-6336

San Diego

619 239-6336

Goldfarb & Lipman LLP

October 28, 2024

via email

Mr. René A. Ortega
City Attorney
City of Marina
c/o Shute, Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102

Dr. Rhiyan Quiton
Executive Director
Interim, Inc.
604 Pearl St.
Monterey, CA 93940

Re: Consents to Potential Conflict of Interest – Representing Interim, Inc. regarding Marina Kai in the City of Marina

Dear Mr. Ortega and Mr. Quiton:

We write this letter to disclose our representation of the City of Marina (the "City") and of Interim, Inc. (the "Developer") (collectively, the "Parties") and to request the consents of the City and the Developer for Goldfarb & Lipman LLP to represent the Developer in connection with the construction of a 23 unit permanent supportive housing facility known as Marina Kai, to be located on a portion of the site of the Shelter Cove transitional housing facility that Interim, Inc. currently owns and operates in the City of Marina, California (the "Project"). Specifically, Goldfarb & Lipman will represent the Developer in connection with the construction and development of the Project, including reviewing loan and grant agreements and other financial documents including from the California Department of Housing and Community Development and the Central California Alliance For Health, reviewing regulatory agreements and affordability restrictions, advising regarding construction contract negotiation, and providing real estate advice in connection with the Project (the "Transaction"). At this time, the Transaction is expected to include a density bonus agreement between the Developer and the City, but no City financial assistance is anticipated in the Transaction. Goldfarb & Lipman will not be representing the City in this Transaction, as the City has its own counsel.

City of Marina
Interim, Inc.
October 28, 2024
Page 2

The specific purpose of this letter is to advise you of a potential conflict of interest of Goldfarb & Lipman due to the existing and continued relationships that Goldfarb & Lipman has separately with each of you, and the proposed representation of the Developer in the Transaction as described below. To undertake this representation, we are required to (1) disclose in writing our existing relationship with each of you, and (2) obtain the informed written consent of each of you to such potential conflict of interest, as described in this letter. We believe that we will be able to provide competent and diligent representation to the Developer in this matter.

I. Existing Relationships.

The City is an existing client of Goldfarb & Lipman. We have and continue to represent the City in connection with land use and development matters related to the former Fort Ord as well as affordable housing and community development transactions.

In addition, the Developer is an existing client of Goldfarb & Lipman. We have and continue to represent the Developer in connection with affordable housing projects throughout the Monterey County area. Currently, we are representing the Developer in connection with Sun Rose Apartments located in Salinas, California.

II. Potential Conflict of Interest.

While we are unaware of any current conflict of interest created by our existing relationships described in Section I above in connection with the Transaction, as attorneys, we are governed by specific rules relating to our representation of clients when potential conflicts of interest exist. We must disclose certain information, and obtain the informed written consents of each of you to represent the Developer in connection with the Transaction as described in this letter, in accordance with Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 of the Rules of Professional Conduct of the State Bar of California (the "CRPC").

Our representation of the Developer in connection with the Transaction could potentially create a conflict of interest for Goldfarb & Lipman if a dispute occurred between the Developer and the City with regard to entitlements including the anticipated density bonus agreement, or other City matters related to the Project. If information that we have regarding the City becomes relevant in the Transaction, a conflict of interest could arise because we would be unable to disclose such information to the Developer due to our duties of loyalty and confidentiality to the City.

At this time, we do not believe that there is an actual conflict of interest for Goldfarb & Lipman, and we believe that we can competently represent the Developer in this Transaction and still maintain our independent judgement and duty of loyalty to each of you in unrelated matters. In addition, we do not believe that we have obtained any confidential information from the City which is material to our proposed representation of Developer in the Transaction, or from the Developer that is material to our continued representation of the City in unrelated matters.

City of Marina
Interim, Inc.
October 28, 2024
Page 3

However, if an actual conflict should arise related to the Transaction in which: (i) the interest of the City is now adverse to the interest of Developer, that would affect our independent judgment and our duty of loyalty to each of you in the unrelated matters; (ii) the issue of dispute in this Transaction is substantially related to the same issue in which we have represented either of you in other matters; or (iii) we have obtained any confidential information from Developer that is material to our representation of the City, or any confidential information from the City that is material to our representation of Developer, we would need to determine if we could continue to represent the Developer in the Transaction. In reaching our decision, we would first need to determine if we could competently continue such representation, notwithstanding the adversity, and after such determination, we would further need to obtain the informed written consent of each of you.

III. Informed Written Consent

You should thoroughly review and consider the matters discussed in this letter, and consider seeking independent counsel before providing your consent. If, after such review, each of you consents to Goldfarb & Lipman representing the Developer in the manner outlined above, please sign and return the attached consent form (i) acknowledging that you have been advised of Goldfarb & Lipman's past and continuing relationships with each of you; (ii) acknowledging that you have been advised to Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 and the potential conflict of interest associated with our representation of the Developer in the Transaction; and (iii) that you nevertheless consent to our representation of the Developer in connection with the Transaction.

If you have any questions regarding this letter or our representation of each of you, please call us before signing and returning the enclosed copy of this letter.

Sincerely,



KAREN M. TIEDEMANN



BEN FUNK

CONSENT

Goldfarb & Lipman has explained to each of you: (i) Goldfarb & Lipman's past and continuing relationships with each of you, and (ii) CRPC Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 and the potential conflict of interest in relation to Goldfarb & Lipman's proposed representation of the Developer in the Transaction and the possible consequences of this conflict. Each of the undersigned nevertheless consents to representation by Goldfarb & Lipman of the Developer in the Transaction and gives approval to such representation as described in this letter.

We understand that we have the right to seek independent counsel before signing this consent or at any future time.

Dated: _____

CITY OF MARINA

By: _____

Name: _____

Its: _____

Dated: _____

INTERIM, INC.

By: _____

Name: Rhiyan Quiton

Its: Executive Director

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
November 6, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-
APPROVING THE CONVERSION OF A PART-TIME SPECIAL EVENTS
COORDINATOR POSITION TO A FULL TIME RECREATION
SPECIALIST POSITION.**

REQUEST:

It is requested that the City Council:

1. Authorize amending the authorized position list converting a part-time Special Events Coordinator position to a full time Recreation Specialist position.
2. Authorize the Finance Director to make appropriate accounting and budgetary entries

BACKGROUND:

The City currently has one part-time Special Events Coordinator who coordinates and plans all special events for the City. In addition, the City currently has three (3) full-time Recreation Specialist positions. These positions are assigned to the Youth, Sports, and Teen Centers. One of the City Councils goals has been to promote and enhance special and community events in Marina. Additionally, the Council has directed staff to allocate additional staff time to improve the programming and special events at the Marina Equestrian Center. To enhance and expand these community events including at the Marina Equestrian Center, it has been determined there is an operational and business need to convert this position to full time. This conversion will allow enough staff time to enhance, plan, coordinate and deliver improved quality community events to the residents of the City.

ANALYSIS:

Staff is requesting that the City Council approve converting the part-time Special Events Coordinator to a full-time Recreation Specialist. City previously surveyed comparator agency classifications and salary placement and determined the classification level of Recreation Specialist can encompass the functions, duties, and responsibilities operationally necessary for the department.

Below is the current salary schedule for the Recreation Specialist classification.

Current

	A	B	C	D	E
Recreation Specialist	\$31.9803	\$33.5793	\$35.2583	\$37.0211	\$38.8722

FISCAL IMPACT:

The conversion of a part-time Special Events Coordinator to a full-time Recreation Specialist (for special and community events), will have an on-going additional annual cost projected to be approximately \$55,500. The impact to the Fiscal Year 24/25 budget is estimated to be \$34,700.

This request is submitted for City Council consideration and action.

Respectfully submitted,

Belinda Varela
Human Resources & Risk Management Director
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING CONVERTING A PART-TIME SPECIAL EVENTS COORDINATOR
POSITION TO A FULL TIME RECREATION
SPECIALIST POSITION.

WHEREAS, the City currently has one part-time Special Events Coordinator position and three (3) full-time Recreation Specialist positions; and,

WHEREAS, there is an operational and business need to convert the position from part-time to full time.

WHEREAS, the conversion will allow enough staff time to enhance, plan, coordinate and deliver quality community and special events to the residents of the City of Marina.

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

1. Approve converting a part-time Special Events Coordinator to a full-time Recreation Specialist position.
2. Authorize the Finance Director to make appropriate accounting and budgetary entries

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of November 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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 6, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
APPROVING THE PHASE 3 NORTH/RESIDENTIAL PUBLIC
IMPROVEMENT AGREEMENT BETWEEN THE CITY OF MARINA
AND SHEA HOMES, LP, AND AUTHORIZING THE CITY MANAGER
TO EXECUTE THE PUBLIC IMPROVEMENT AGREEMENT ON
BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY
THE CITY ATTORNEY**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2024-, approving the Phase 3 North/Residential Public Improvement Agreement between the City of Marina and Shea Homes, LP, (“Developer”) (“**EXHIBIT A**”), and;
2. Authorizing the City Manager to execute the Public Improvement Agreement on behalf of City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-127, certifying the Final Environmental Impact Report for the University Village Development Project.

At the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-128, approving the General Plan Amendments, Resolution No. 2005-130, for the Specific Plan, Resolution No. 2005-131, for the Tentative Map and Resolution No. 2005-132, Design Review for the regional retail, the Village Promenade, and all residential phases for the former University Village Development Project.

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

At the regularly scheduled meeting of October 6, 2022, the City Council adopted Resolution No. 2022-119, approving an amendment to Tentative Subdivision Map originally approved in 2005 creating 255 residential lots, open space and roadways in Phase 3 Residential.

ANALYSIS:

Shea Homes Limited Partnership (“Developer”) has submitted the Phase 3 North/Residential Final Map to the City for review and approval. Staff has reviewed the improvement plans for construction and approved the plans on October 22, 2024. The Developer has also submitted a Public Improvement Agreement and will provide labor and materials and faithful performance bonds required for the recordation of the Final Map and construction of approved public infrastructure. It has been determined that the Tentative Map Conditions of Approval as amended and presented to the City Council on October 6, 2022, have been met.

All required future phased final maps must meet all the appropriate conditions of approval and will be presented to the City Council for consideration at a future date.

FISCAL IMPACT:

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

For the construction of improvements for Phase 3 North/Residential, the Developer will post a bond in the amount of Six Million Two Hundred Sixty-One Thousand Dollars (\$6,261,000.00), for completion of the public improvements and a bond in the amount of Six Million Two Hundred Sixty-One Thousand Dollars (\$6,261,000.00), to secure payment for labor and materials prior to the recording of the Final Map for Phase 3 North/Residential.

Continued maintenance of public streets, sidewalks, streetlights, and stormwater facilities shall be incorporated into a new Dunes Community Facilities District (CFD) and funded by the special tax assessment collected by the special District. Administration of the District shall be in accordance with City Ordinance 3.32.

California Environmental Quality Act (CEQA)

The approval of the Phase 3 North Public Improvement Agreement between the City of Marina and Shea Homes, LP, was generally anticipated and analyzed in the Environmental Impact Report (EIR) prepared for the project and certified by the City Council through its adoption of Council Resolution No. 2005-127 on May 31, 2005 (SCH # 2004091167).

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 PHASE 3 NORTH/RESIDENTIAL PUBLIC
IMPROVEMENT AGREEMENT BETWEEN THE CITY OF MARINA AND
SHEA HOMES, LP, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE PUBLIC IMPROVEMENT AGREEMENT ON BEHALF OF
CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY
ATTORNEY

WHEREAS, at the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-127, certifying the Final Environmental Impact Report for the University Village Development Project, and;

WHEREAS, at the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-128, approving the General Plan Amendments, Resolution No. 2005-130, for the Specific Plan, Resolution No. 2005-131, for the Tentative Map and Resolution No. 2005-132, Design Review for the regional retail, the Village Promenade, and all residential phases for the former University Village Development Project, and;

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

WHEREAS, at the regularly scheduled meeting of October 6, 2022, the City Council adopted Resolution No. 2022-119, approving an amendment to Tentative Subdivision Map originally approved in 2005 creating 255 residential lots, open space and roadways in Phase 3 Residential, and;

WHEREAS, Shea Homes Limited Partnership (“Developer”) has submitted the Phase 3 North/Residential Final Map to the City for review and approval. Staff has reviewed the improvement plans for construction and approved the plans on October 22, 2024. The Developer has also submitted a Public Improvement Agreement and will provide labor and materials and faithful performance bonds required for the recordation of the Final Map and construction of approved public infrastructure. It has been determined that the Tentative Map Conditions of Approval as amended and presented to the City Council on October 6, 2022, have been met.

WHEREAS, all required future phased final maps must meet all the appropriate conditions of approval and will be presented to the City Council for consideration at a future date, and;

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

WHEREAS, for the construction of improvements for Phase 3 North/Residential, the Developer will post a bond in the amount of Six Million Two Hundred Sixty-One Thousand Dollars (\$6,261,000.00), for completion of the public improvements and a bond in the amount of Six Million Two Hundred Sixty-One Thousand Dollars (\$6,261,000.00), to secure payment for labor and materials prior to the recording of the Final Map for Phase 3 North/Residential, and;

WHEREAS, continued maintenance of public streets, sidewalks, streetlights, and stormwater facilities shall be incorporated into a new Dunes Community Facilities District (CFD) and funded by the special tax assessment collected by the special District. Administration of the District shall be in accordance with City Ordinance 3.32, and;

WHEREAS, the approval of the Phase 3 North Public Improvement Agreement between the City of Marina and Shea Homes, LP, was generally anticipated and analyzed in the Environmental Impact Report (EIR) prepared for the project and certified by the City Council through its adoption of Council Resolution No. 2005-127 on May 31, 2005 (SCH # 2004091167).

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

1. Approve the Phase 3 North/Residential Public Improvement Agreement between the City of Marina and Shea Homes, LP, (“Developer”) (“**EXHIBIT A**”), and;
2. Authorize the City Manager to execute the Public Improvement Agreement on behalf of City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held on the 6th day of November 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, City Clerk

Exhibit A

PUBLIC IMPROVEMENT AGREEMENT

CITY OF MARINA

EXHIBIT A TO STAFF REPORT

PUBLIC IMPROVEMENT AGREEMENT

AGREEMENT FOR IMPROVEMENT OF STREETS, INSTALLATION OF STORM DRAINS AND OTHER PUBLIC WORKS FACILITIES

“The Dunes on Monterey Bay” Project

– Phase 3 North –

This Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities (“Agreement”) is made and entered into this ____ day of _____, 2024, 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 (“Development Agreement”), the Disposition and Development Agreement dated May 31, 2005 (“Disposition and Development Agreement”), as amended by the Implementation Agreements (referenced below), and the Quitclaim Deed dated September 21, 2006, Marina Community Partners, LLC, as the “Master Developer” is the owner of the land known as The Dunes Phase 2W; 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 hereinafter defined) under the terms of a Right of Entry Agreement from the City dated September 30, 2005; and

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

WHEREAS, following the Master Developer’s invocation of an excused delay in the construction of Phase 1, Phase 2 and Phase 3 due to the impact of economic conditions on the feasibility of the project, on August 5, 2008, the Marina Redevelopment Agency and the Master Developer entered into the Second Implementation Agreement Regarding University Village to provide for the Master Developer’s continued construction of the

project in spite of the economic downturn and made certain changes to the Disposition and Development Agreement and to the Conforming Clarifications to the Schedule of Performance; and

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

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

WHEREAS, the Master Developer transferred ownership of the Property to Developer pursuant to a grant deed recorded on March 26th, 2021, as document number 202122155; and

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

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

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

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

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

WHEREAS, 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 3N (as referred to and defined on [reference the map that established this phase]; and

WHEREAS, revised improvement plans entitled “The Dunes on Monterey Bay, Phase 3 North” (herein the “Improvement Plans”) to be those signed by the City Engineer on September 6, 2024, and incorporated herein by reference, have been submitted to the City for approval and acceptance, including certain streets constituting a portion of Phase 3N of The Dunes on Monterey Bay Project, referred to herein as Phase 3N development area, or the “Project”, located on and along 1st Ave, from 6th Street to 8th Street, and the westerly Sand Dune Ave, herein the “Property”. Improvements are to include new storm drain system, curb, gutter, asphalt concrete pavement, streetlights and electrical facilities, sidewalk, striping, traffic signs, and survey monuments, as shown on **Exhibit A**, (herein the “Improvements”); and

WHEREAS, the City will not accept any of the Phase 3N Improvements to be constructed pursuant to this Agreement until all the conditions of this Agreement are satisfied in full including the inclusion or annexation of Phase 3N into CFD 2015-01; 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 at length herein. Said Codes, Ordinances, Resolutions, Rules and Regulations include, but are not limited to, the following: The Municipal Code of the City of Marina, including the current Zoning Ordinance, and the currently adopted California Building Code.

SECTION 2

The Developer agrees:

- a. To perform each and every provision required by the City to be performed by the Developer in each and every one of the applicable Codes, Ordinances, Resolutions, Rules and other Regulations and to comply with the foregoing and all applicable laws.
- b. To annex the Property to Community Facilities District No. 2015-01 to provide for the imposition of special assessments on the Property providing funding for the maintenance of the Improvements to be constructed by the Developer pursuant to this Agreement in a timely manner in order to ensure that the annexation to the Community Facilities District is accomplished prior to the sale or conveyance of any portion of the Property.
- c. To grant to the City or other entities entitled thereto, from property owned by the Developer, without charge and free and clear of monetary liens and encumbrances, any and all public, private, utility, drainage, construction or access easements and rights of way (herein "easements") in and to the Property necessary for the City, in order that the storm drain and street improvements to said real property may be extended; however, City shall not be obligated to accept any such easement, right-of-way or improvements thereon prior to the annexation of the Property to the Community Facilities District No. 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 Community Facilities District No. 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 by the City through its Council, Developer shall remain obligated for routine maintenance of the Improvements. After acceptance, Developer shall remain obligated to eliminate any defect in design or dangerous condition caused by the design of a construction defect, however, Developer shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect for ten (10) years following acceptance by City of the Improvements. Except as set forth below, the Improvement security required under Section 2d of this Agreement shall not be required to cover the provisions of this Section 2c. 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 designee. Developer 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 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 Developer 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 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 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 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 to complete 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 through its Council, 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 Three Million Dollars (\$3,000,000), 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 No. 2015-1.

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 3N and prior to the annexation to the Community Facilities District No. 2015-1, 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 written 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 designee, as shown on Exhibit B. That estimated amount is \$3,171,173. The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this Agreement by reference.

SECTION 4

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

months after such time as the Improvements are (i) completed to the satisfaction of the City Engineer, (ii) the annexation to the CFD is completed and (iii) the City is in receipt of funds from the CFD to maintain the Improvements.

SECTION 5

a) Default of Developer shall include, but not be limited to: (1) failure to timely commence construction of the Improvements; (2) failure to timely complete construction of the Improvements; (3) failure to timely commence and complete the annexation of the Property to the Community Facilities District; (4) failure to timely cure any defect of the Improvements; (5) failure to perform substantial construction work for a period of sixty (60) 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 (30) 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 (30) days' written notice of such default, or if the default may not reasonably be cured within such time period, if it 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 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 may exceed the cost of completing the Improvements. The sums provided by the security for the Improvements may be used by City for the completion of the Improvements in accordance with the Improvement Plans referenced herein.

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

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

SECTION 6

In addition to the other obligations, Developer shall complete the following General Stipulations and any attached stipulations, 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 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 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 the Community Facilities District No. 2015-1. Such acceptance shall not constitute a waiver of defects by City.

SECTION 12

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

SECTION 13

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

SECTION 14

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

SECTION 15

Time is of the essence of this Agreement.

SECTION 16

This Agreement, the Conditions, the Disposition and Development Agreement as amended by the Implementation Agreements, the Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities "The Dunes on Monterey Bay' Project A Portion of Phase 1C – First Phase Residential, the Agreement Forming Community Facilities District No. 2015-01, and the Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities "The Dunes on Monterey Bay, Phase 3N" constitute the entire agreement of the parties with respect to the subject matter. All modifications, amendments or waivers of the terms of this Agreement must be in writing and signed by an authorized representative of the parties.

SECTION 17

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

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

ATTEST:

CITY OF MARINA

Acting Deputy City Clerk

Layne Long
City Manager

APPROVED AS TO FORM:

City Attorney

IN WITNESS WHEREOF Developer has executed this Agreement as of

_____.

SHEA HOMES LIMITED PARTNERSHIP,
a California Limited Partnership

BY: _____

BY: _____

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

EXHIBIT A

DRAFT

EXHIBIT B

DRAFT

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 6, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024,
APPROVING THE PHASE 3 NORTH/RESIDENTIAL FINAL MAP FOR
THE DUNES ON MONTEREY BAY DEVELOPMENT PROJECT
SUBDIVISION (FORMERLY UNIVERSITY VILLAGE), AND
AUTHORIZING THE CITY CLERK TO EXECUTE THE FINAL MAP
ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL
BY THE CITY ATTORNEY**

RECOMMENDATION:

It is requested that the City Council:

1. Consider approving the Phase 3 North/Residential Final Map for The Dunes on Monterey Bay Development Project Subdivision (“**EXHIBIT A**”), and;
2. Authorizing the City Clerk to execute the Final Map on behalf of City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-127, certifying the Final Environmental Impact Report for the University Village Development Project.

At the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-128, approving the General Plan Amendments, Resolution No. 2005-130, for the Specific Plan, Resolution No. 2005-131, for the Tentative Map and Resolution No. 2005-132, Design Review for the regional retail, the Village Promenade, and all residential phases for the former University Village Development Project.

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

At the regularly scheduled meeting of October 6, 2022, the City Council adopted Resolution No. 2022-119, approving an amendment to Tentative Subdivision Map originally approved in 2005 creating 255 residential lots, open space and roadways in Phase 3 Residential.

ANALYSIS:

Shea Homes Limited Partnership (“Developer”) has submitted the Phase 3 North/Residential Final Map to the City for review and approval with 129 residential lots. Staff has reviewed the improvement plans for construction and approved the plans on October 22, 2024. It has been determined that the Tentative Map Conditions of Approval as amended have been met. The Community Development Director and Interim Public Works Director will sign off on the Final Map in accordance with their respective findings.

The Developer has also submitted a Public Improvement Agreement and will provide labor and materials and faithful performance bonds required for the recordation of the Final Map. The Agreement is on this Agenda as a separate item for consideration of approval.

A review of water supply availability to serve Phase 3 North/Residential also been provided by Bowman Consulting Group (dated September 27, 2024) (“**EXHIBIT B**”) pursuant to Section II A of the University Villages Settlement Agreement with Save Our Peninsula Committee. The required finding is made in the draft Resolution.

All required future phased final maps must meet all the appropriate conditions of approval and will be presented to the City Council for consideration at a future date.

FISCAL IMPACT:

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

California Environmental Quality Act (CEQA)

The approval and recordation of the Phase 3 North Final Map was generally anticipated and analyzed in the Environmental Impact Report (EIR) prepared for the project and certified by the City Council through its adoption of Council Resolution No. 2005-127 on May 31, 2005 (SCH # 2004091167).

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 PHASE 3 NORTH/RESIDENTIAL FINAL MAP FOR THE
DUNES ON MONTEREY BAY DEVELOPMENT PROJECT SUBDIVISION
(FORMERLY UNIVERSITY VILLAGE), AND AUTHORIZING THE CITY
CLERK TO EXECUTE THE FINAL MAP ON BEHALF OF CITY SUBJECT
TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-127, certifying the Final Environmental Impact Report for the University Village Development Project, and;

WHEREAS, at the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-128, approving the General Plan Amendments, Resolution No. 2005-130, for the Specific Plan, Resolution No. 2005-131, for the Tentative Map and Resolution No. 2005-132, Design Review for the regional retail, the Village Promenade, and all residential phases for the former University Village Development Project, and;

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

WHEREAS, at the regularly scheduled meeting of October 6, 2022, the City Council adopted Resolution No. 2022-119, approving an amendment to Tentative Subdivision Map originally approved in 2005 creating 255 residential lots, open space and roadways in Phase 3 Residential, and;

WHEREAS, Shea Homes Limited Partnership (“Developer”) has submitted the Phase 3 North/Residential Final Map to the City for review and approval with 129 residential lots. Staff has reviewed the improvement plans for construction and approved the plans on October 22, 2024. It has been determined that the Tentative Map Conditions of Approval as amended have been met. The Community Development Director and Public Works Director will sign off on the Final Map in accordance with their respective findings, and;

WHEREAS, the Developer has also submitted a Public Improvement Agreement and will provide labor and materials and faithful performance bonds required for the recordation of the Final Map. The Agreement is on this Agenda as a separate item for consideration of approval, and;

WHEREAS, a review of water supply availability to serve Phase 3 North/Residential also been provided by Bowman Consulting Group (dated September 27, 2024) (“**EXHIBIT B**”) pursuant to Section II A of the University Villages Settlement Agreement with Save Our Peninsula Committee. The required finding is made in the draft Resolution, and;

WHEREAS, all required future phased final maps must meet all the appropriate conditions of approval and will be presented to the City Council for consideration at a future date, and;

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

WHEREAS, the approval and recordation of the Phase 3 North Final Map was generally anticipated and analyzed in the Environmental Impact Report (EIR) prepared for the project and certified by the City Council through its adoption of Council Resolution No. 2005-127 on May 31, 2005 (SCH # 2004091167).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby approve the Phase 3 North/Residential Final Map for The Dunes on Monterey Bay Development Project Subdivision (“**EXHIBIT A**”), and authorizing the City Clerk to execute the Final Map on behalf of City subject to final review and approval by the City Attorney based on the following finding:

Findings:

1. Based on substantial evidence in the record, sufficient water supplies from water allocations that have been made or may be made by the City will be available for development encompassed by this Final Map.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held on the 6th day of November 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

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 1ST AVENUE, BAYSIDE AVENUE, CATAMARAN AVENUE, DIVARTY STREET, HORIZON DRIVE, MOLLUSK CIRCLE, OCEAN BLUFF AVENUE, OSPREY AVENUE, OUTRIGGER CIRCLE, PLANK STREET, SAND DUNE AVENUE, AND SANDERLING AVENUE 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.

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), WITH THE SUBDIVISION, THE AREAS DESIGNATED HEREON AS PARCELS L3N.1 L3N.2 L3N.4 AND L3N.5.
- PUBLIC UTILITY EASEMENTS (PUE) OVER, UNDER, AND UPON THE PRIVATE STREET DESIGNATED HEREON AS PARCELS L3N.1 L3N.2 L3N.4 AND L3N.5, 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.
- FOR PEDESTRIAN ACCESS PURPOSES, PUBLIC TRAIL EASEMENTS (TE), TO THE CITY OF MARINA, WITHIN THE SUBDIVISION, OVER OF PARCELS OS3N.3, OS3N.4 AND OS3N.7, AND AREAS WHERE DESIGNATED WITHIN THE SUBDIVISION SHOWN ON THIS MAP.

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

THE AREA DESIGNATED AS PARCEL L3N.1, L3N.2, L3N.4 AND L3N.5, INCLUSIVE, IS A PRIVATE STREET RETAINED BY OWNER FOR FUTURE TRANSFER TO AN OWNERS ASSOCIATION, SUBJECT TO THE HEREINABOVE DEDICATION OF EASEMENTS FOR PUBLIC PURPOSES.

PARCELS OS-3N.1 OS-3N.2, OS-3N.3, OS-3N.4 OS-3N.5, OS-3N.6 AND OS-3N.7 ARE "RESERVED AS PRIVATE OPEN SPACE" AND ARE TO BE OWNED AND MAINTAINED BY THE OWNERS ASSOCIATION.

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: MARINA COMMUNITY PARTNERS, LLC.
A DELAWARE LIMITED LIABILITY COMPANY

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)
COUNTY OF)
ON ,
BEFORE ME, , NOTARY PUBLIC

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
NOTARY PUBLIC'S NAME:
COUNTY OF BUSINESS:
COMMISSION EXPIRATION DATE:
COMMISSION NUMBER:

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.

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WITNESS MY HAND, AND OFFICIAL SEAL.

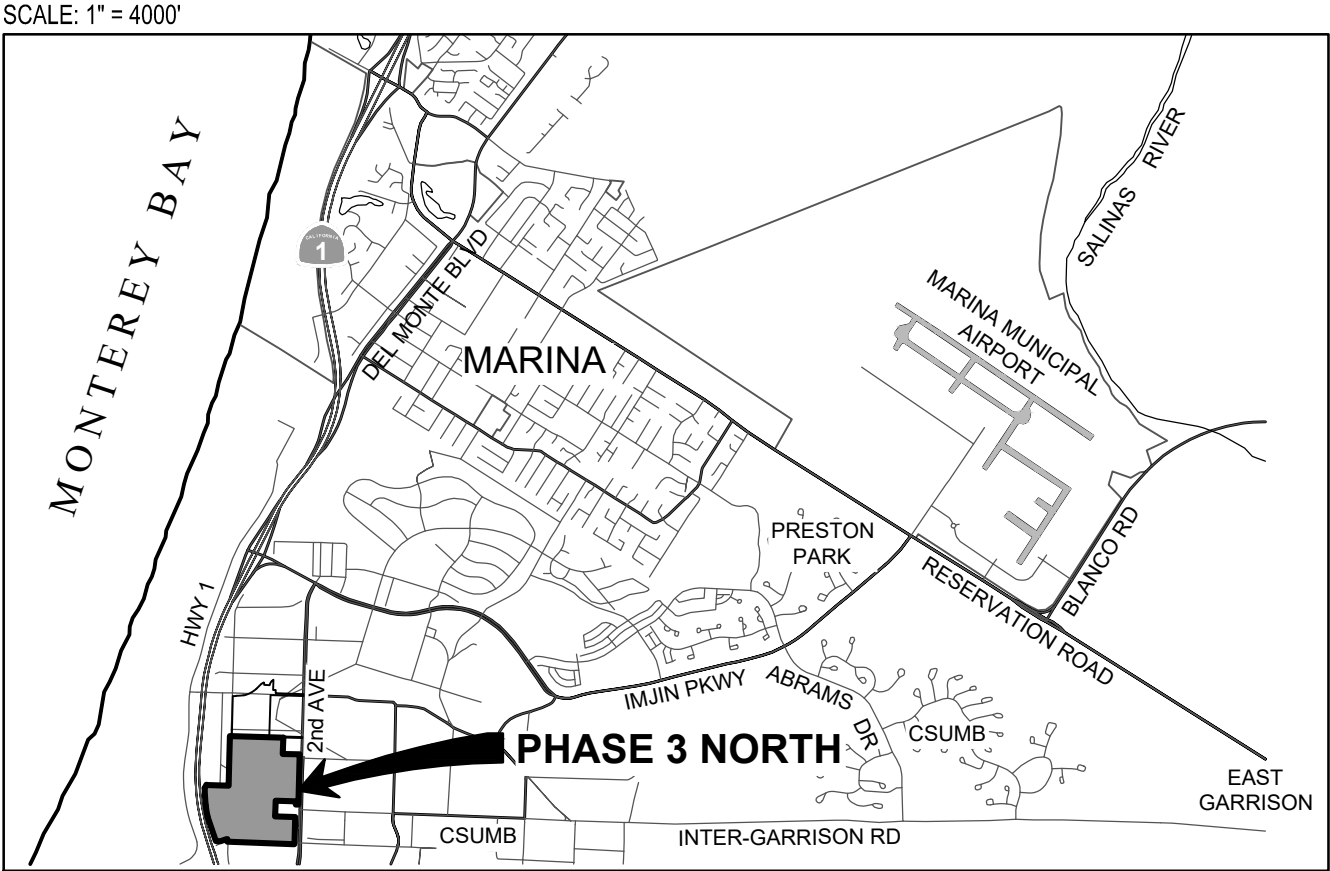
SIGNATURE
NOTARY PUBLIC'S NAME:
COUNTY OF BUSINESS:
COMMISSION EXPIRATION DATE:
COMMISSION NUMBER:

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 1ST AVENUE, BAYSIDE AVENUE, CATAMARAN AVENUE, DIVARTY STREET, HORIZON DRIVE, MOLLUSK CIRCLE, OCEAN BLUFF AVENUE, OSPREY AVENUE, OUTRIGGER CIRCLE, PLANK STREET, SAND DUNE AVENUE AND SANDERLING AVENUE 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: MARINA COMMUNITY PARTNERS, LLC.
A DELAWARE LIMITED LIABILITY COMPANY
SHEA HOMES
4309 HACIENDA DRIVE, SUITE 180
PLEASANTON, CA 94588

VICINITY MAP



COUNTY RECORDER'S STATEMENT

FILED THIS DAY OF , 2024, AT : M. IN VOLUME OF CITIES AND TOWNS, AT PAGE AT THE REQUEST OF CHICAGO TITLE COMPANY.

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

DOCUMENT NO.: FEE:\$

TRACT NO. THE DUNES ON MONTEREY BAY PHASE 3 NORTH

A SUBDIVISION OF A PORTION OF LOT 20 & 21 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 76.159 ACRES

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 3140.46 OCTOBER 3, 2024 SHEET 1 OF 10

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.
- 3. MARINA COAST WATER DISTRICT, HOLDER OF EASEMENTS AS ASSIGNED BY INSTRUMENT NO. 2001090793, OFFICIAL RECORDS OF MONTEREY COUNTY, RECORDED OCTOBER 26, 2001, AND RE-RECORDED NOVEMBER 7, 2001 AS INSTRUMENT NO. 2001094583, OFFICIAL RECORDS OF MONTEREY COUNTY.

SOILS REPORT STATEMENT

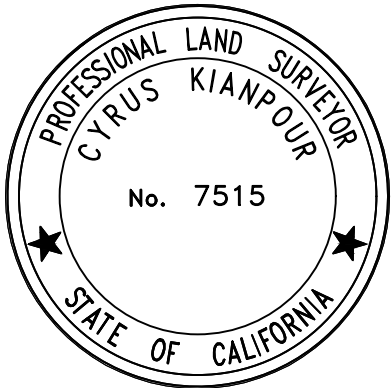
A SOILS REPORT DATED MARCH 23, 2020 PREPARED BY BERLOGAR STEVENS & ASSOCIATES HAS BEEN SPECIFICALLY PREPARED FOR THIS SUBDIVISION AND IS ON FILE WITH THE CITY OF MARINA'S PUBLIC WORKS DEPARTMENT.

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND AM SATISFIED THAT IT IS TECHNICALLY CORRECT;

CYRUS KIANPOUR, PLS 7515
CITY SURVEYOR
CITY OF MARINA, CALIFORNIA

DATE: _____



CITY ENGINEER'S STATEMENT

I, NOURDIN KHAYATA, CITY ENGINEER 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.

NOURDIN KHAYATA, PE 52446
CITY ENGINEER
CITY OF MARINA, CALIFORNIA

DATE: _____



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION IN DECEMBER 2023, 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 2022. 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, 2025 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: _____



PLANNING COMMISSION STATEMENT

I, GUIDO F. PERSICONE, 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 6, 2022, 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.

GUIDO F. PERSICONE
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 _____, AND ACCEPTS ON BEHALF OF THE PUBLIC, IN FEE, SUBJECT TO IMPROVEMENTS, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP BY RESOLUTION NO. _____ 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.

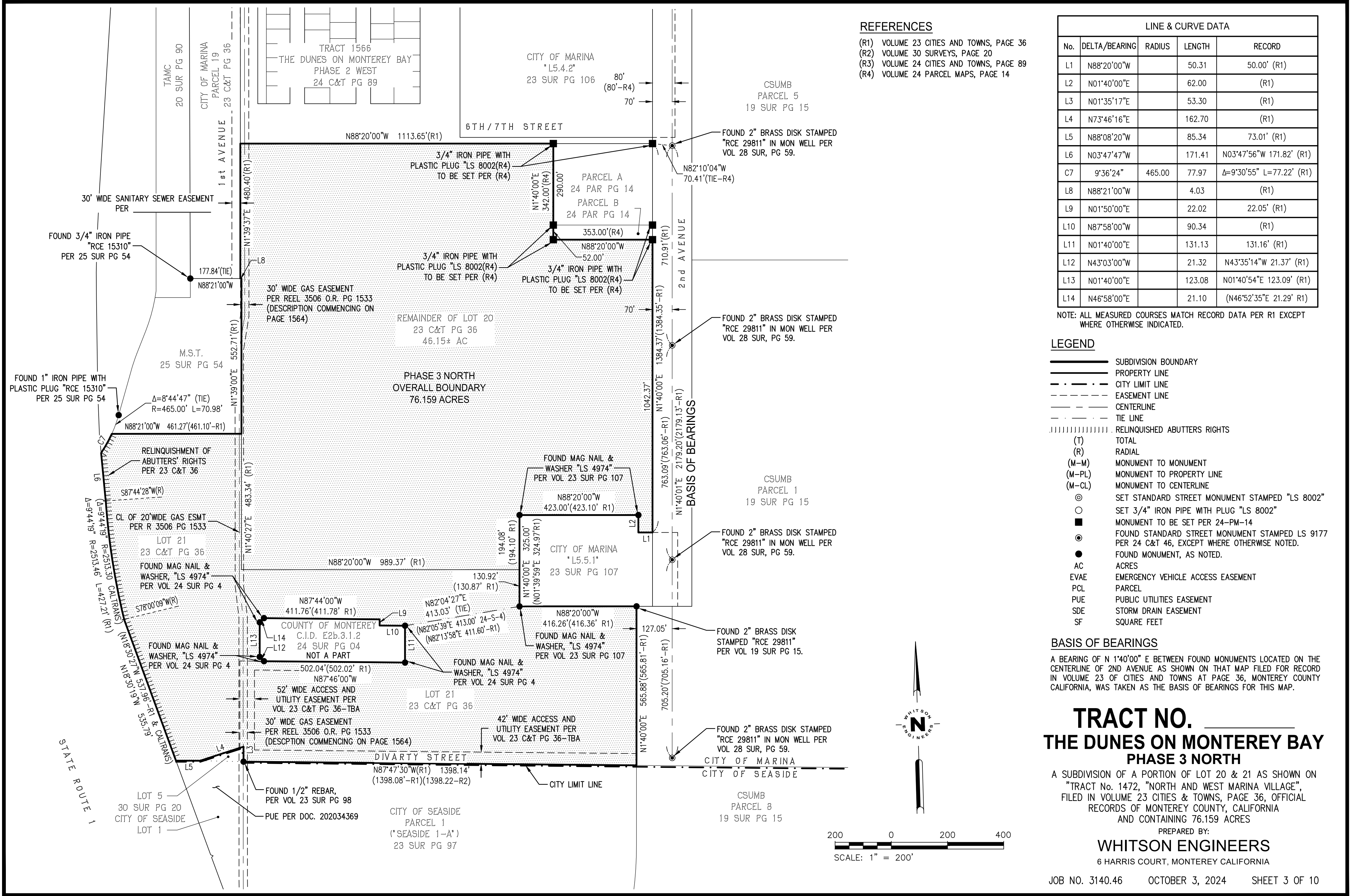
I FURTHER STATE THAT, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF THE EASEMENT FOR ACCESS AND PUBLIC UTILITIES THAT WAS DEDICATED OVER LOT 21 BY THE MAP FILED IN VOLUME 23 OF CITIES AND TOWNS, PAGE 36, OFFICIAL RECORDS OF SAID COUNTY.

BY: ANITA SHEPHERD-SHARP
DEPUTY CITY CLERK OF MARINA

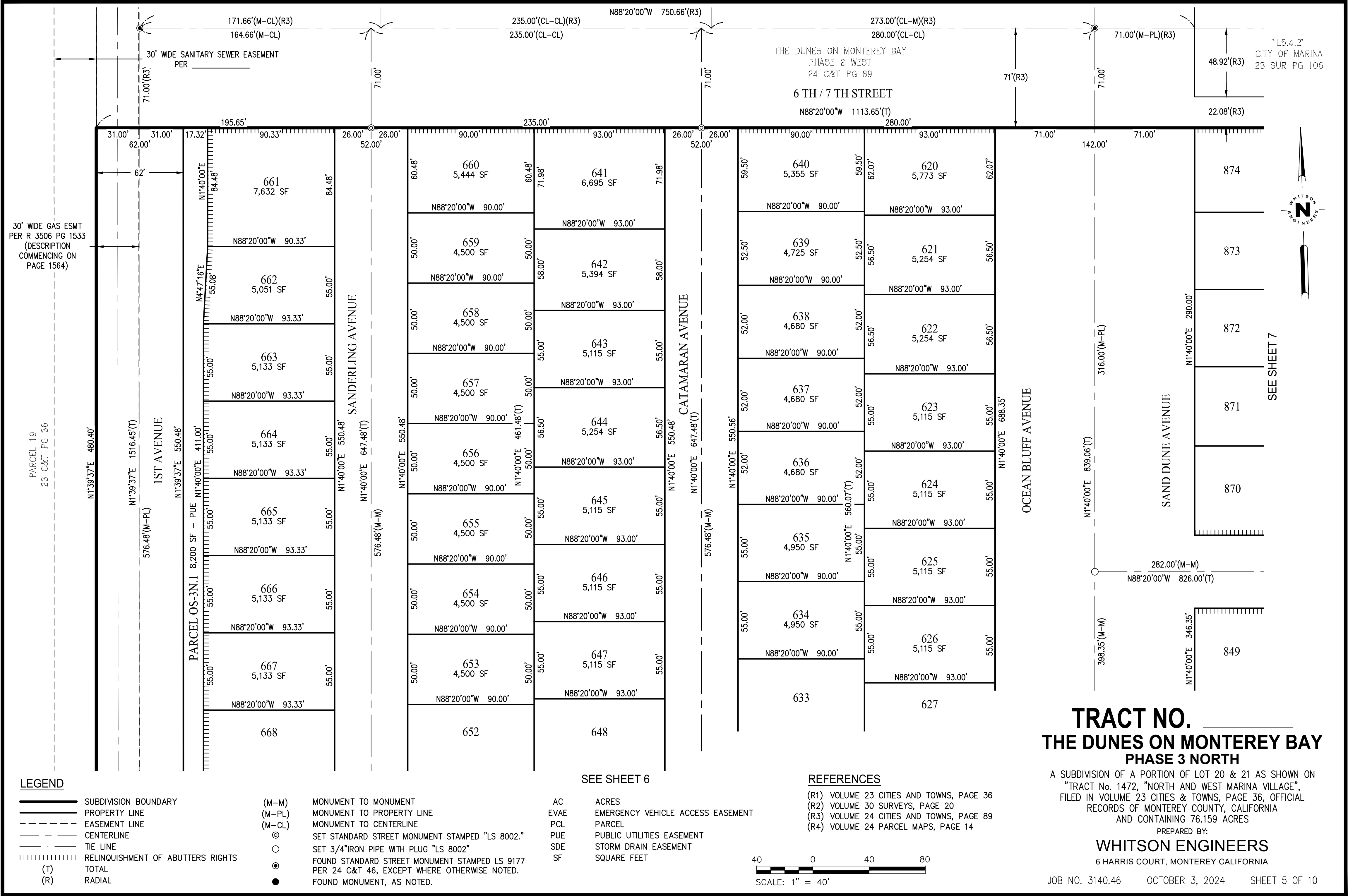
TRACT NO. _____
THE DUNES ON MONTEREY BAY
PHASE 3 NORTH

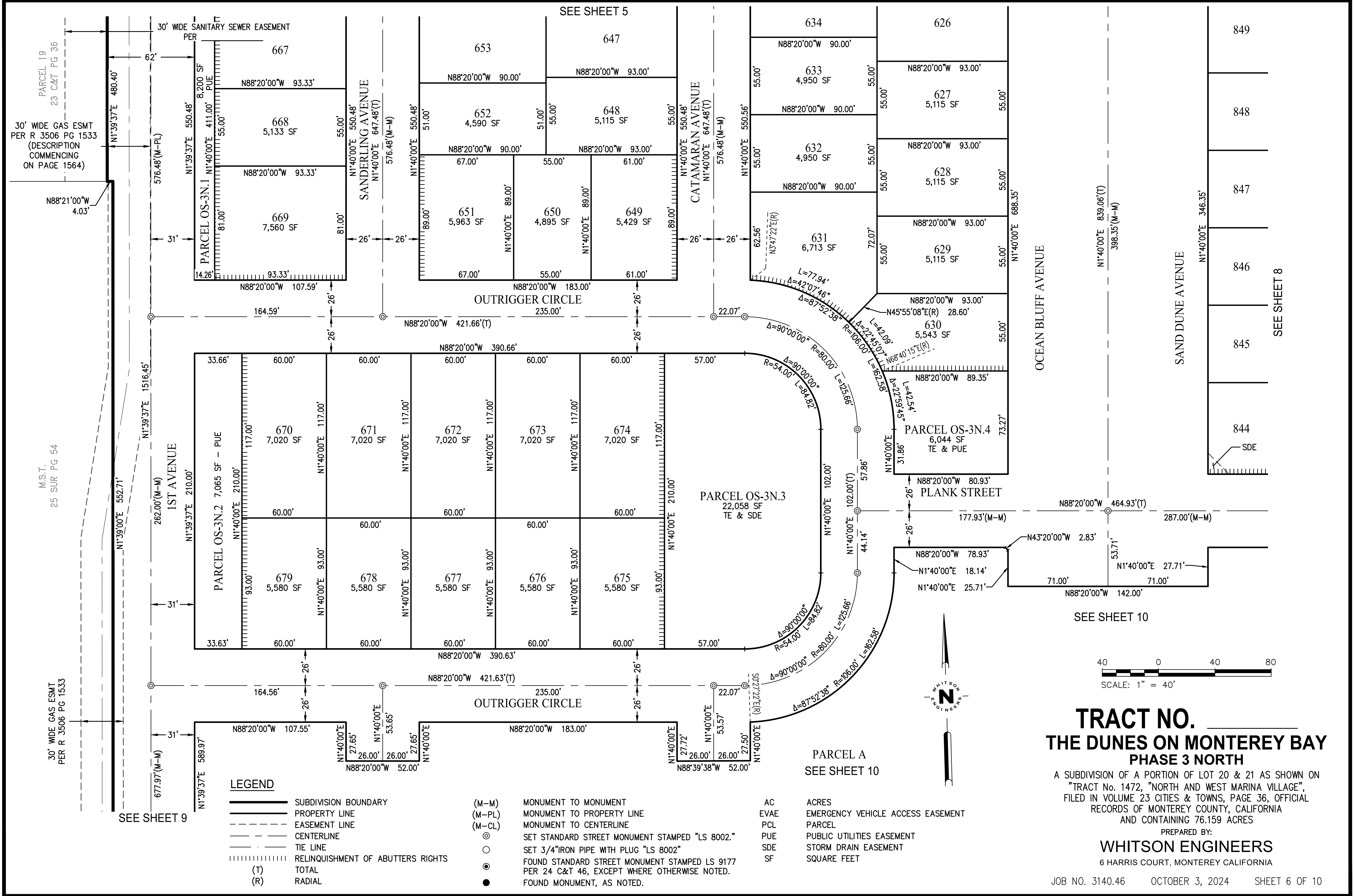
A SUBDIVISION OF A PORTION OF LOT 20 & 21 AS SHOWN ON "TRACT No. 1472, "NORTH AND WEST MARINA VILLAGE", FILED IN VOLUME 23 CITIES & TOWNS, PAGE 36, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AND CONTAINING 76.159 ACRES

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

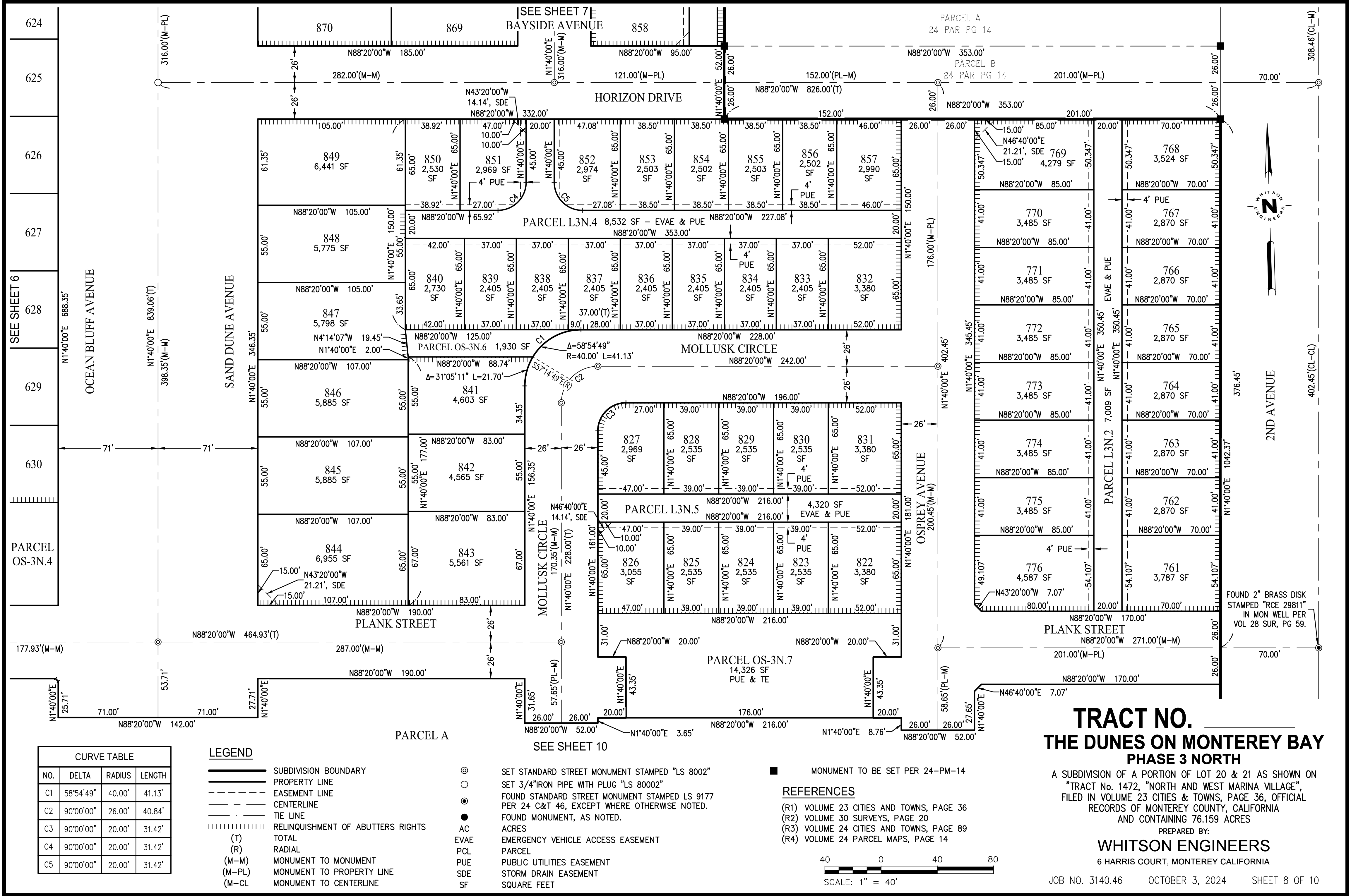


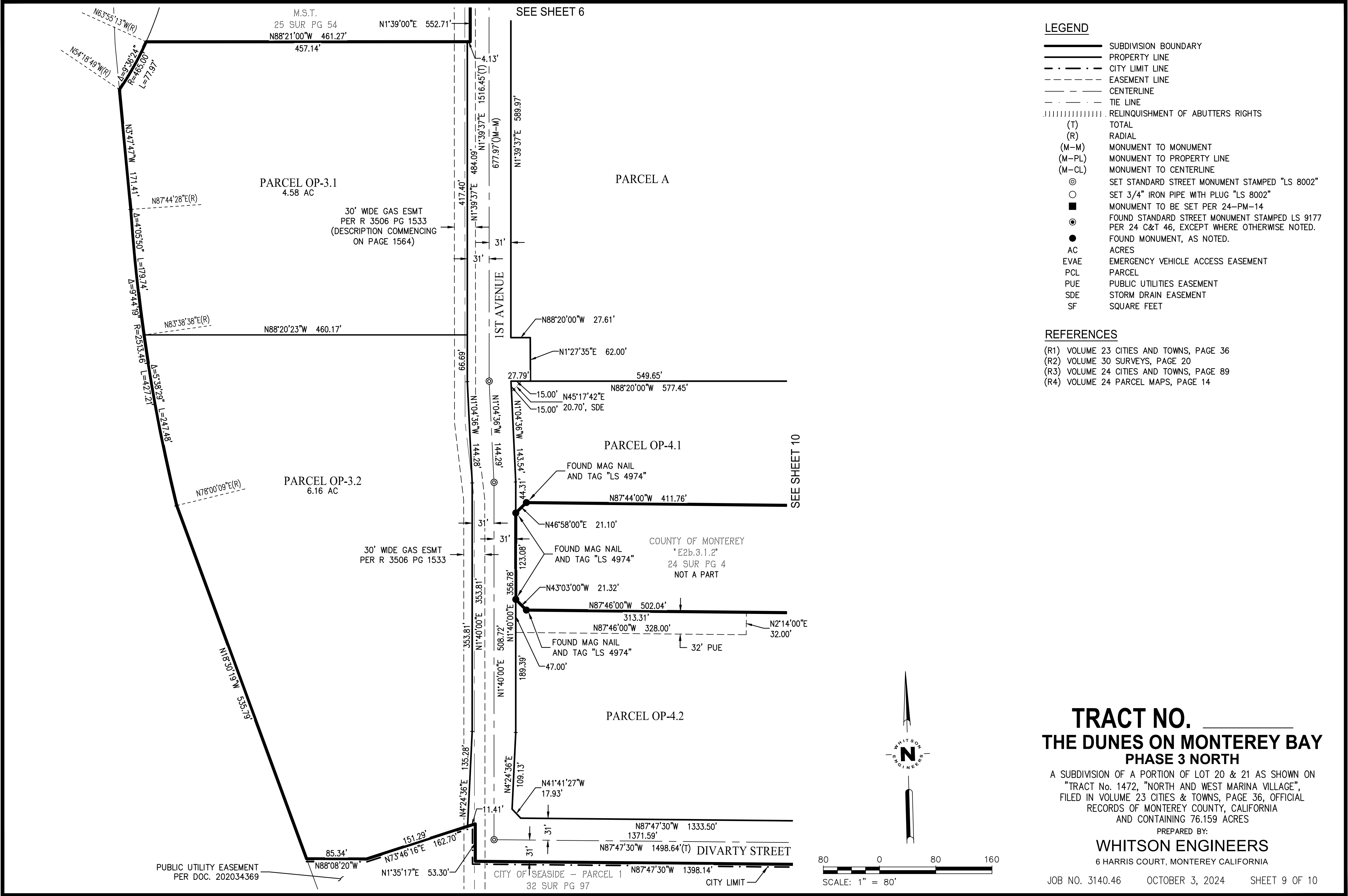














September 27, 2024

Guido Persicone
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

RE: Water Study Review – MCP Phase 3 North

Dear Mr. Persicone:

We have completed a review of the background materials provided for the entire Dunes on Monterey Bay developments and have made projections of water demands throughout. We understand that this review was required as a condition of approval of the tentative map for the proposed Phase 3 of the Project. This letter provides the results of our review and modeling.

Introduction:

The proposed project is a part of the area formerly known as the University Villages (known now as the Dunes project), and specifically is the Phase 3 North residential area (Proposed Project). The Applicant is Marina Community Partners, and the Proposed Project is located within the Dunes Specific Plan Area (Specific Plan).

Bowman was contracted by Marina Community Partners to determine the water demand projected for the Proposed Project, based on local unit water demand factors, and the adequacy of water supplies allocated to the proposed Project. Bowman staff prepared this review with assistance from and coordination with Marina Community Partners.

Bowman staff previously prepared water demand estimates for the City that are used in this evaluation. Water demand reviews for Phases 1 and 2 of 1C were completed in February and October 2015 and the review of Phase 3 of 1C was completed in March 2016. Review of Phase 2 East was completed in January of 2021. The demand review of Phase 1B Promenade and Phase 2 North was completed in December 2022. The Phase 2 West water demand review was completed in November 2023.

Water Demand Analysis

A land use spreadsheet was developed to inventory the type and amount of residential and non-residential land uses in each phase of the planned development (non-residential includes both commercial uses and landscaping in common areas). Additionally, the current Department of Real Estate exhibits (DREs), tentative maps, landscape plans, and final maps, where available, were used for each project phase to estimate the water demands. The water demand estimate was used to determine the total water demand of the project's residential and nonresidential uses with interior and exterior uses identified separately.

Baseline Conditions:

On May 17, 2005, the City approved an allocation of 593 AFY of potable water in Resolution No. 2005-129 reserving and allocating water sufficient to serve the Dunes development. The University Villages Settlement Agreement (Settlement Agreement) imposes the following requirements for the installation of water conserving facilities in residences throughout the Specific Plan Area with the objective of maximizing water conservation:

- Drought-tolerant plant materials in landscaping
- Satellite controlled Evapotranspiration-based (ET) irrigation control systems
- Tankless hot water heaters
- Dual Flush / Ultra low flow toilets
- Hot water return pumping
- Conversion to the use of recycled water for exterior non-residential demands as available.

Potable water will remain in use for landscape irrigation until recycled water becomes available to the Dunes project.

Several phases of the project have occurred throughout the Specific Plan area:

- Montage Health, Marina Campus
- Veterans Administration Monterey Health Care Center
- Springhill Suites (Marriott) Hotel
 - Home 2 Suites Hotel
- Phase 1A (Marina Village Retail Center)
- Cinemark Theater
- Shops at the Dunes (Fast Casual Dining Project)
- Phase 1C Residential
- University Village Apartments
- Phase 2 East Residential
- Phase 2 West Residential
- Promenade Mixed Use
 - Terracine Site 1 and 2

A detailed breakdown of the water allocation for the Dunes project including built projects and proposed projects is included in the following table.

Table 1: Project Phase in MCP Dunes Project Area

Shea Homes - The Dunes Project TALLY TABLE Revised September 30, 2024 Water Allocation & Demand Verification Update				
	A	B	C	D
PROJECT	Allocation (AFY)	Constructed or Approved Project (AFY)	Proposed or Future Project (AFY)	Remaining Allocation (AFY)
Dunes on Monterey Bay Project Total	593.00			593.00
Constructed or Approved Projects				
Dunes Shopping Center (Planning Area 1A)		34.00		559.00
CHOMP / Montage		22.30		536.70
QSR (Shops at the Dunes)		12.90		523.80
Cinemark		9.30		514.50
UV Apartments		14.00		500.50
Phase 1C Residential		69.50		431.00
VA Clinic		20.70		410.30
Springhill Suites / Home2Suites (incl PSA Contract)		30.00		380.30
Phase 2 East Residential		46.30		334.00
Phase 1B Promenade Residential		19.80		314.20
Phase 1B Promenade Commercial		20.00		294.20
Phase 2 North Commercial		59.97		234.23
Terracina Site 1		19.79		214.44
Terracina Site 2		21.42		193.02
Phase 2 West		22.14		170.88
SUB-TOTAL OF CONSTRUCTED OR APPROVED		422.12		170.88
PROPOSED PROJECTS				
Phase 3 North Residential			36.67	
SUB-TOTAL OF PROPOSED PROJECTS			36.67	134.21
FUTURE PROJECTS				
Phase 2 North Residential			15.88	118.33
Phase 1B - MBBC Commercial			20.00	98.33
Phase 3 South Residential			36.22	62.12
Phase 3 Commercial – OP3+4			53.07	9.04
Sub-Total of Proposed or Future Project			161.84	
SUB-TOTAL REMAINING ALLOCATION				9.04
SUB-TOTAL RECYCLED WATER DEMAND (ADDED TO REMAINING ALLOCATION AS CREDIT)**				21.07
TOTAL REMAINING ALLOCATION (WITH RECYCLED WATER CREDIT)				30.11
** Recycled Water Demands derived from Table 3B				

Phase 3 North Water Supply Availability

A water demand estimate was prepared for the Proposed Project based on information provided by the project applicant. Water demands are separately identified for interior and exterior potable water uses, to facilitate an accounting of the potential future use of recycled water and potable water conservation resulting therefrom.

Provided in Exhibit 1 is the Tentative Map for the Phase 3 North Residential which constitutes the property where the residential uses will be developed. Phase 3 North Non-Residential consists of the property within the Linear Park, turf area and open space parcels. Open Space Landscape areas include Parcel OS-3.4, Parcel OS-3.5, Parcel OS-3.6 and Parcel OS-3.11. Additionally, the Linear Park area, median located between Ocean Bluff and Sand Dune Avenue. Only the Northern Residential portion of Phase 3 has been analyzed in this report.

The following tables 2A-2B provides more detail of the estimated water demands for the Proposed Phase 3 North Project, including the interior and exterior residential demands. This estimated usage is based on water demands for similar local projects and Best Management Practices (BMPs) for the installation.

Table 2A: Phase 3 North Residential Interior Demands

	Land Use	Type of Resident	Number of Units	Occupancy (People/Unit)	Interior Unit Demand (GPC/Day)	Demand (AFC/Y)	Unit Residential Demand (AFY)	Residential Interior Demand (AFY)
Phase 3 North								
	Residential Units	Bay House	50	2.75	55	0.06	0.169	8.471
	Residential Units	Light House	30	3	55	0.06	0.185	5.545
	Residential Units	Sky House	49	3	55	0.06	0.185	9.056
Total								23.07

Table 2B: Phase 3 North Residential Exterior Demands

	Land Use	Type of Resident	Lot Size (SF)	Percent Turf Planting	Turf Irrigated Area (Acres)	Percent Ornamental Planting	Ornamental Irrigated Area (Acres)	Unit Turf Demand (AFY/Unit)	Unit Ornamental Demand (AFY/Unit)	Exterior Demands (AFY)
Phase 3 North										
	Residential Units	Bay House	2,405.00	50%	0.014	50%	0.014	0.029	0.022	2.536
	Residential Units	Light House	4,000.00	50%	0.023	50%	0.023	0.048	0.036	2.531
	Residential Units	Sky House	4,950.00	50%	0.028	50%	0.028	0.060	0.045	5.116
Total										10.18

Phase 3 North Recycled Water Demand

In addition to the residential water demands, Phase 3 North has Non-Residential exterior demands that will be supplied by recycled and reclaimed water supply. Table 3A identifies the water demands needed for the Phase 3 North Non-Residential Exterior demands.

Table 3A: Phase 3 North Non-Residential Exterior Demands Using Recycled Water

	Land Use	Land Use Description	Lot Size (SF)	Lot Size (acres)	% Irrigable Area (acres)	Irrigable Area (acres)	% Turf Planting	Turf Irrigated Area (acres)	% Ornamental Plantings	Ornamental Irrigated Area (acres)	Unit Turf Demand (AFY/Unit)	Unit Ornamental Demand (AFY/Unit)	Unit Exterior Factor (AFY/Unit)
Phase 3 North													
	Common Area	Open Space Landscape Areas (POC 'B')	42,129	0.97	80%	0.77	50%	0.39	50%	0.39	0.81	0.69	1.50
	Common Area	Open Space Landscape Areas (POC 'C')	19,296	0.44	80%	0.35	50%	0.18	50%	0.18	0.37	0.32	0.69
	Common Area	Linear Park (POC 'E')	34,201	0.79	80%	0.63	50%	0.31	50%	0.31	0.66	0.56	1.22
Total													3.41

Table 3B, below, shows the total recycled water demand for the Dunes project across the different phases that are currently developed or have an approved tentative map.

Table 3B: Total Project Recycled Water Demands

Recycled Water Demand	
Constructed or Approved Projects	Recycled Demand (AFY)
Phase 1B	2.5
Phase 1C	7.55
Phase 2 East	3.15
Phase 2 North (Commercial)	0.06
Phase 2 West	4.40
Proposed Projects	Recycled Demand (AFY)
Phase 3 North	3.41
Total Recycled Demands	21.07

Phase 3 North Conclusions

An adequate supply of water is estimated to be available to the Proposed Project based on the allocation of 593 AFY of Potable Water to the MCP Dunes Project Area per City Resolution No. 2005-129 and the water currently allocated to sub-phases and/or estimated for future development. Approximately 71% (422.12 AFY) of the Specific plan water allocation has been committed to approved and/or constructed phases of the Dunes project. Approximately 29% of the Dunes project water allocation (170.88 AFY) is available for the Proposed Project and remaining future development. There remains approximately 2% (9.04 AFY) of the total water supply currently not allocated after proposed and future development (including the Proposed Project). Additionally, Phase 3 North, along with approved and constructed phases, includes exterior demands using recycled water that will be credited against the potable water allocation, thus providing additional potable allocation for future demand as noted in table 3B. Once credits are provided for this recycled water demand which replaces the potable demand, the remaining balance after full Dunes project development is estimated to be 30.11 afy. Therefore, there is adequate water available for the Dunes Phase 3 North.

Sincerely,



Bob Krallinger, PE
Water Practice Lead
Bowman



Tim Wilson, PE
Project Manager
Bowman



October Board Meeting Recap

- The Board considered a reimbursement agreement with California American Water (CalAm) to cover the ReGen staff costs to evaluate CalAm's proposed desalination facility on adjacent land. The Board instructed staff to delay these negotiations pending the outcome of an upcoming California Public Utilities Commission (CPUC) meeting about the project.
- The Board of Directors authorized the General Manager to execute a 15-year lease with the Keith Day Company to continue its lease and provide composting operations for our community, subject to approval by ReGen Monterey's legal counsel.

ORDINANCE NO. 2024-

ADOPTION OF AN ORDINANCE 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;

WHEREAS, 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 commentators. 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 ____ day of ____ 2024 and was finally adopted on the ____ day of ____ 2024, by the following vote:

- AYES: COUNCILMEMBERS:
- NOES: COUNCILMEMBERS:
- ABSENT: COUNCILMEMBERS:
- ABSTAIN: COUNCILMEMBERS:

ATTEST:

Bruce Delgado, Mayor

Anita Sharp, Deputy City Clerk

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting
of November 6, 2024

CONDUCT A PUBLIC HEARING CONTINUED FROM OCTOBER 15, 2024, HOLD A SPECIAL ELECTION, AND CONDUCT RELATED PROCEEDINGS FOR THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2024-1 (THE DUNES WEST SIDE SERVICES)

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Receive and file the Community Facilities District Report prepared by Goodwin Consulting.
2. Conduct a public hearing regarding the establishment of Community Facilities District No. 2024-1 (The Dunes West Side Services) and the levy of special taxes within the CFD, and types of public services to be funded by the special taxes.
3. Adopt a resolution establishing the Dunes West Side Services CFD (the “ROF”) and calling a special election regarding the formation of the CFD and establishing an appropriations limit for the CFD.
4. Confirm all ballots have been received; receive City Clerk certification of election results.
5. Adopt a resolution certifying election results.
6. Adopt an Ordinance levying the special taxes.
7. Approve a resolution approving a Services Funding Agreement with the Dunes Promenade Commercial Association and Marina Community Partners, LLC and an Indemnity Agreement with Marina Community Partners, LLC

BACKGROUND:

The City has received a petition, consent and waiver of certain CFD formation and election procedures and timeframes from Shea Homes Limited Partnership and Marina Community Partners, LLC, a Delaware limited liability company (“MCP”) (collectively, the “Developer”), 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 (“Association Services” and collectively with the City Services, the “Services”). MCP has formed the Dunes Promenade Commercial Association, a California nonprofit mutual benefit corporation (the “Association”) to provide the Association 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, the City Council approved a “Resolution of Intention” which: a) accepted the petition filed by Shea with respect to the Dunes CFD; b) declared the intention of the City to form The Dunes West Side Services CFD; (c) described the territories within the boundaries of The Dunes West Side Services CFD; d) described the types of services that will be funded by special taxes; e) described the rate and method of apportionment of the special taxes to be levied in the Dunes West Side Services CFD; f) called a public hearing to be held on October 15, 2024; and g) described the proposed voting procedures for the Dunes West Side Services CFD. At the October 15, 2024 meeting, the City Council opened the Public Hearing and continued it until November 6, 2024.

Public Hearing and Tonight’s Actions:

The City Council has initiated proceedings to consider the establishment of the CFD under the Act. Tonight’s Continued Public Hearing will provide the public an opportunity to provide testimony regarding the establishment of the CFD, the levy of special taxes within the CFD, and the types of public services to be funded by the special taxes. In addition, the owners of land within the CFD may submit written protests against the formation of the CFD, the furnishing of the services within the CFD, or levying the special tax. If a majority protest exists, the City would be required to suspend all or a part of the CFD formation proceedings. Because all landowners within the CFD submitted Consent and Waiver documentation regarding the proceedings to form the CFD, staff does not expect any landowner to protest the formation of the CFD. If no majority protest has been submitted by the close of the public hearing, the Council may take the remaining actions necessary for the CFD formation proceedings, which are as follows:

1. Adopt the Resolution of Formation. This resolution forms the CFD, establishes the revised boundaries of the CFD removing Parcels A & B, approves the amended rate and method of apportionment of the special taxes exempting Parcel D from payment of special taxes in certain circumstances, and approves the list of public services authorize to be funded by the special taxes. The Resolution of Formation also calls a special landowner election to be conducted by the City Clerk, as the election official for the City. The registrar of voters has certified that there are no registered voters within the proposed CFD, thus the vote will be by the owners of land in the CFD.
2. Conduct Landowner Election. The City Clerk will then open the ballots and announce the results of the election. Two propositions are set forth in the landowner ballot: authorizing the annual special tax levy within the CFD to pay for the authorized public services and approving an annual appropriations limit for the CFD. Under the Act, these propositions must receive the affirmative vote of two-thirds of the votes cast. For the election to be held on November 6, 2024, the City Clerk must have received ballots from all four owners of land in the CFD; otherwise, the election will be held on the date the City Clerk has received all such ballots.

3. Adopt Resolution Declaring Results of Special Landowner Election and Directing Recording of Notice of Special Tax Lien. This resolution confirms the results of the election and directs recording of a notice of special tax lien, which is recorded against the parcels in the CFD to put future owners on notice of the lien of the special taxes. The City Clerk will complete the Canvass and Statement of Result of Election attached as an exhibit to this resolution.
4. Introduce Ordinance Levying Special Taxes. Adopt a motion to introduce and waive the first reading of the Ordinance levying special taxes within the CFD.
5. Approve a resolution approving a Services Funding Agreement with the Association and MCP and an Indemnity Agreement with MCP.

CONCLUSION AND NEXT STEPS:

Upon the successful conclusion of these proceedings, the CFD will be formed, and the City will be authorized to levy special taxes to fund the specific public services described in the Resolution of Formation. The next steps to complete the formation of the CFD are:

1. Record Notice of Special Tax Lien (within 15 days after tonight's meeting)
2. Second Reading and Adoption of Ordinance Levying Special Tax, scheduled for November 19, 2024
3. Effective Date of Special Tax Ordinance (30 days after adoption, anticipated to be December 19, 2024)

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:

The CFD is expected to generate approximately \$1,000,000 in special taxes per year to fund the Services and satisfies the obligation of the Dunes West Side Development to achieve Fiscal Neutrality.

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

EXHIBITS

- A. CFD Report
- B. Resolution authorizing the levy of special taxes, calling an election within the CFD and authorizing certain actions related thereto
- C. Resolution Certifying Election Results (approving levy of special tax and establishing appropriations limit for the CFD)
- D. Special Tax Ordinance
- E. Resolution approving a Services Funding Agreement with the Association and MCP and an Indemnity Agreement with MCP
- F. Services Funding Agreement
- G. Indemnity Agreement

**City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)**

COMMUNITY FACILITIES DISTRICT REPORT

CONTENTS

Introduction

- A. Description of Services
- B. Proposed Boundaries of the Community Facilities District
- C. Cost Estimate
- D. Rate and Method of Apportionment of Special Tax

* * * * *

EXHIBIT A - Description of the Proposed Services

EXHIBIT B - Boundary Map

EXHIBIT C - Cost Estimate

EXHIBIT D - Rate and Method of Apportionment of Special Tax

**City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)**

INTRODUCTION

On September 4, 2024, the City Council of the City of Marina adopted a resolution entitled “Resolution of Intention of the City Council of the City of Marina to Establish City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services) and to Authorize the Levy of Special Taxes to Pay for the Costs of Providing Certain Public Services” (the “Resolution of Intention”), stating its intention to form the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services) (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, Sections 53311 et. seq., California Government Code (the “Act”) to finance certain municipal services (the “Services”) by levying special taxes (the “Special Taxes”) in the area of the CFD.

In the Resolution of Intention, the Council expressly ordered the preparation of a written report (the “Report”), for the CFD containing the following:

1. A description of the Services by type which will be required to adequately meet the needs of the CFD; and
2. An estimate of the fair and reasonable cost of the Services included therewith.

For particulars, reference is made to the Resolution of Intention for the CFD, as previously approved and adopted by the Council.

NOW, THEREFORE, the undersigned does hereby submit the following data:

A. DESCRIPTION OF SERVICES. A general description of the proposed services is set forth in Exhibit “A” attached hereto and hereby made a part hereof.

B. PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. The proposed boundaries of the CFD are those properties and parcels in which special taxes may be levied to pay for the costs and expenses of the Services. The proposed boundaries of the CFD are described on the boundary map on file with the City Clerk, to which reference is hereby made.

C. COST ESTIMATE. The cost estimate for the Services for the CFD is set forth in Exhibit “C” attached hereto and hereby made a part hereof.

D. RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX. All property located within the CFD boundaries, unless exempted by law or by the Rate and Method of Apportionment of Special Tax (the “**RMA**”), shall be taxed for the purpose of financing the Facilities. The Council will annually determine the actual amount of the special tax levy based on the method and subject to the Maximum Special Tax rates contained in the RMA. The RMA is provided in Exhibit “D”, attached hereto and hereby made a part hereof.

EXHIBIT A**City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)****DESCRIPTION OF SERVICES**

The City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services) (the "District") shall be authorized to finance all or a portion of the costs of the types of services permitted pursuant to Government Section 53313, which shall include, but not be limited to, the following:

- (i) street maintenance;
- (ii) sidewalk maintenance;
- (iii) curb and gutter maintenance;
- (iv) decorative lighting maintenance;
- (v) storm drain maintenance;
- (vi) publicly accessible park and landscape maintenance; and
- (vii) maintenance of publicly accessible restroom facilities.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses" as said term is defined in the Rate and Method of Apportionment of Special Tax and to establish an operating reserve for the costs of services as determined by the CFD Administrator. Capitalized terms used and not defined herein shall have the meanings set forth in the Rate and Method of Apportionment of Special Tax for the District, which is included as Exhibit D to this report.

EXHIBIT B

**City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)**

BOUNDARY MAP

Reference is hereby made to the map on file in the office of the City Clerk for a description of the boundaries of the CFD.

EXHIBIT C

**City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)**

COST ESTIMATE

FY 2024-25

<u>Cost Item</u>	<u>Annual Costs</u>
Street Maintenance	\$111,987
Sidewalk Maintenance	\$52,251
Curb & Gutter Maintenance	\$55,493
Vertical Curb Maintenance	\$13,565
Decorative Lighting / Street Light Maintenance	\$170,400
Storm Drainage Maintenance	\$199,802
Landscaping	\$164,833
Restroom	\$4,889
Other Public Facilities	\$117,259
Reserve Funding	\$107,438
Administrative Costs	<u>\$11,525</u>
Total	\$1,009,442

EXHIBIT D

**City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

[See Attached]

EXHIBIT B

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

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services) shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2024-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD, unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Accessory Unit” means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

“Acre” or “Acreage” means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other recorded County parcel map.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

“Administrative Expenses” means the following actual or reasonably estimated costs directly related to administration of the CFD: the costs of computing the Special Tax and preparing the annual Special Tax collection schedules (whether by the City, a designee thereof, or both); costs of collecting the Special Taxes; costs associated with preparing Special Tax disclosure statements and responding to public inquiries, protests, or appeals regarding the Special Taxes; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City for any other administrative purposes of the CFD, including attorney's fees, costs associated with annexations to the CFD, and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“Administrator” means an official of the City, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Tax.

“Assessor's Parcel” or “Parcel” means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means a unique number assigned to an Assessor’s Parcel by the County Assessor for purposes of identifying a property.

“Authorized Services” means the public services authorized to be funded by the CFD as set forth in the documents adopted by the City Council at CFD Formation.

“CFD” or **“CFD No. 2024-1”** means the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services).

“CFD Formation” means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

“City” means the City of Marina.

“City Council” means the City Council of the City of Marina, acting as the legislative body of the CFD.

“County” means the County of Monterey.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure (which shall not include a permit issued solely for construction of the foundation if another permit remains to be issued for vertical construction of the building) was issued prior to June 1 of the preceding Fiscal Year.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the percentage increase, if any, in the Construction Cost Index for the San Francisco region in the twelve (12)-month period ending June 1 of the prior Fiscal Year, as published in the Engineering News Record (or other comparable source if the Engineering News Record is discontinued or otherwise not available), or (ii) four percent (4.0%). If, in any Fiscal Year, it is determined that the Construction Cost Index decreased in the prior Fiscal Year, the Escalation Factor shall be zero, and there shall be no corresponding decrease in the Maximum Special Taxes calculated pursuant to Section C below.

“Final Map” means a final map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410, *et seq.*) that creates individual lots on which a building permit can be issued for construction of Residential Units without further subdivision of the lots.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year.

“Non-Residential Property” means, in any Fiscal Year, all Parcels of Developed Property that are not Single Family Detached Property, Single Family Attached Property, Owners Association Property, Public Property, or Parcel D, except as otherwise set forth in the definition of Parcel D below.

“Owners Association” means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within the CFD.

“Owners Association Property” means, in any Fiscal Year, all Parcels within the CFD that are owned in fee or by easement by the Owners Association, not including any such property that is located directly under a residential structure.

“Parcel D” means the Parcel identified in Fiscal Year 2024-25 by Assessor’s Parcel Number 031-251-074-000 and labeled as “Parcel D” in Attachment 1 hereto. Such Parcel shall remain classified as Parcel D and shall be exempt from the levy of the Special Tax unless and until such time as a building permit is issued for a use other than a hotel or ancillary hotel uses, as determined by the City. In the Fiscal Year following the issuance of such a building permit, and in all following Fiscal Years, the Parcel shall be categorized, as appropriate, as Single Family Detached Property, Single Family Attached Property, or Non-Residential Property, as applicable, and a Special Tax shall be levied on the Parcel pursuant to this RMA.

“Proportionately” means, for Developed Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, “Proportionately” means that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Undeveloped Property.

“Public Property” means, in any Fiscal Year: (i) all Parcels within the boundaries of the CFD that are owned by or irrevocably offered for dedication to the federal government, the State of California, the City, the Successor Agency to the Marina Redevelopment Agency, or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) all Parcels within the boundaries of the CFD that are encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Residential Unit” means an individual single-family detached unit, an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or an individual apartment unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Residential Unit for purposes of this RMA.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property in Tax Zone 2 for which a building permit was issued for construction of a residential structure consisting of two or more Residential Units that share common walls.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property in Tax Zone 2 for which a building permit was issued for construction of a Residential Unit that does not share a common wall with another Residential Unit.

“Special Tax” means any tax levied within the CFD to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) establishment of reserves, (iii) Administrative Expenses, and (iv) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred in prior Fiscal Years.

“Taxable Property” means all Assessor’s Parcels within the boundaries of the CFD that are not exempt from the Special Tax pursuant to law or Section E below.

“Tax Zone” means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. The three Tax Zones in the CFD are identified in Attachment 1 hereto.

“Tax Zone 1” means the area identified as Tax Zone 1 in Attachment 1 of this RMA.

“Tax Zone 2” means the area identified as Tax Zone 2 in Attachment 1 of this RMA.

“Tax Zone 3” means the area identified as Tax Zone 3 in Attachment 1 of this RMA.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property in the CFD that are not Developed Property other than Parcel D, which shall not be subject to the Special Tax levy on Undeveloped Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel Numbers for all Parcels of Taxable Property within the CFD. The Administrator shall also determine: (i) whether each Parcel of Taxable Property is Developed Property or Undeveloped Property, (ii) in which Tax Zone each Assessor’s Parcel is located, (iii) whether each Parcel of Developed Property in Tax Zone 2 or Tax Zone 3 is Single Family Detached Property, Single Family Attached Property, or Non-Residential Property, (iv) whether a building permit has been issued for development of Parcel D and, if so, the expected use of the Parcel based on the building permit, and (v) the Special Tax Requirement for the then-current Fiscal Year.

In any Fiscal Year, if it is determined that (i) a Final Map or parcel map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, (ii) because of the date the Final Map or parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map or parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map or parcel map by determining the Special Tax that applies separately to each

newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or parcel map.

C. MAXIMUM SPECIAL TAXES

1. **Developed Property, Tax Zone 1**

The Maximum Special Tax for each Parcel of Developed Property in Tax Zone 1 for Fiscal Year 2024-25 is the Maximum Special Tax identified for the Parcel in Attachment 2 of this RMA. On July 1, 2025 and each July 1 thereafter, the Maximum Special Tax amounts in Attachment 2 shall be adjusted by the Escalation Factor. The Maximum Special Tax assigned to each Parcel shall continue to apply to the Parcel regardless of changes in configuration, Acreage, or Assessor's Parcel Number. If two or more Parcels are combined, the Maximum Special Taxes assigned to such Parcels shall also be combined. If a Parcel is subdivided, the Administrator shall determine the appropriate allocation of the Maximum Special Tax to the new Parcels created by the subdivision based on the land uses that are constructed or anticipated to be constructed on each new Parcel.

2. **Undeveloped Property, Tax Zone 1**

The Maximum Special Tax for each Parcel of Undeveloped Property in Tax Zone 1 for Fiscal Year 2024-25 is the Maximum Special Tax identified for the Parcel in Attachment 2 of this RMA. On July 1, 2025 and each July 1 thereafter, the Maximum Special Tax amounts in Attachment 2 shall be adjusted by the Escalation Factor.

3. **Developed Property, Tax Zone 2**

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 2 shall be determined by reference to Table 1 below.

Table 1
Maximum Special Tax
Developed Property in Tax Zone 2

Land Use Category	Maximum Special Tax Fiscal Year 2024-25 *
Single Family Detached Property	\$2,305.63 per Residential Unit
Single Family Attached Property	\$1,959.79 per Residential Unit
Non-Residential Property	\$18,974.36 per Acre
Parcel D	\$0 per Acre

* On July 1, 2025, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.

4. Undeveloped Property, Tax Zone 2

The Maximum Special Tax for Undeveloped Property in Tax Zone 2 for Fiscal Year 2024-25 is \$18,974.36 per Acre, which amount shall, on July 1, 2025 and each July 1 thereafter, be adjusted by the Escalation Factor.

5. Developed Property, Tax Zone 3

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 3 shall be determined by reference to Table 2 below.

Table 2
Maximum Special Tax
Developed Property in Tax Zone 3

Land Use Category	Maximum Special Tax Fiscal Year 2024-25 *
Single Family Detached Property	\$2,305.63 per Residential Unit
Single Family Attached Property	\$2,075.07 per Residential Unit
Non-Residential Property	\$6,442.00 per Acre

* On July 1, 2025, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.

6. Undeveloped Property, Tax Zone 3

The Maximum Special Tax for Undeveloped Property in Tax Zone 3 for Fiscal Year 2024-25 is \$1,500 per Acre, which amount shall, on July 1, 2025 and each July 1 thereafter, be adjusted by the Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for that Fiscal Year and levy the Special Tax on all Parcels of Taxable Property as follows:

- Step 1.** The Special Tax shall be levied Proportionately on each Parcel of Developed Property in all three Tax Zones up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement.
- Step 2.** If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property in Tax Zone 1 up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Step 1, is equal to the Special Tax Requirement.

- Step 3.** If additional revenue is needed after Step 2, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property in Tax Zone 2 up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Steps 1 and 2, is equal to the Special Tax Requirement.
- Step 4.** If additional revenue is needed after Step 3, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property in Tax Zone 3 up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Steps 1, 2 and 3, is equal to the Special Tax Requirement.

The Special Tax for the CFD shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD, and the Special Tax shall be equally subject to foreclosure if delinquent. The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

E. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied on Parcels of Public Property or Owners Association Property, except as otherwise provided in the Act. In addition, no Special Tax shall be levied on Parcel D unless and until the Parcel is reclassified as Single Family Detached Property, Single Family Attached Property, or Non-Residential Property.

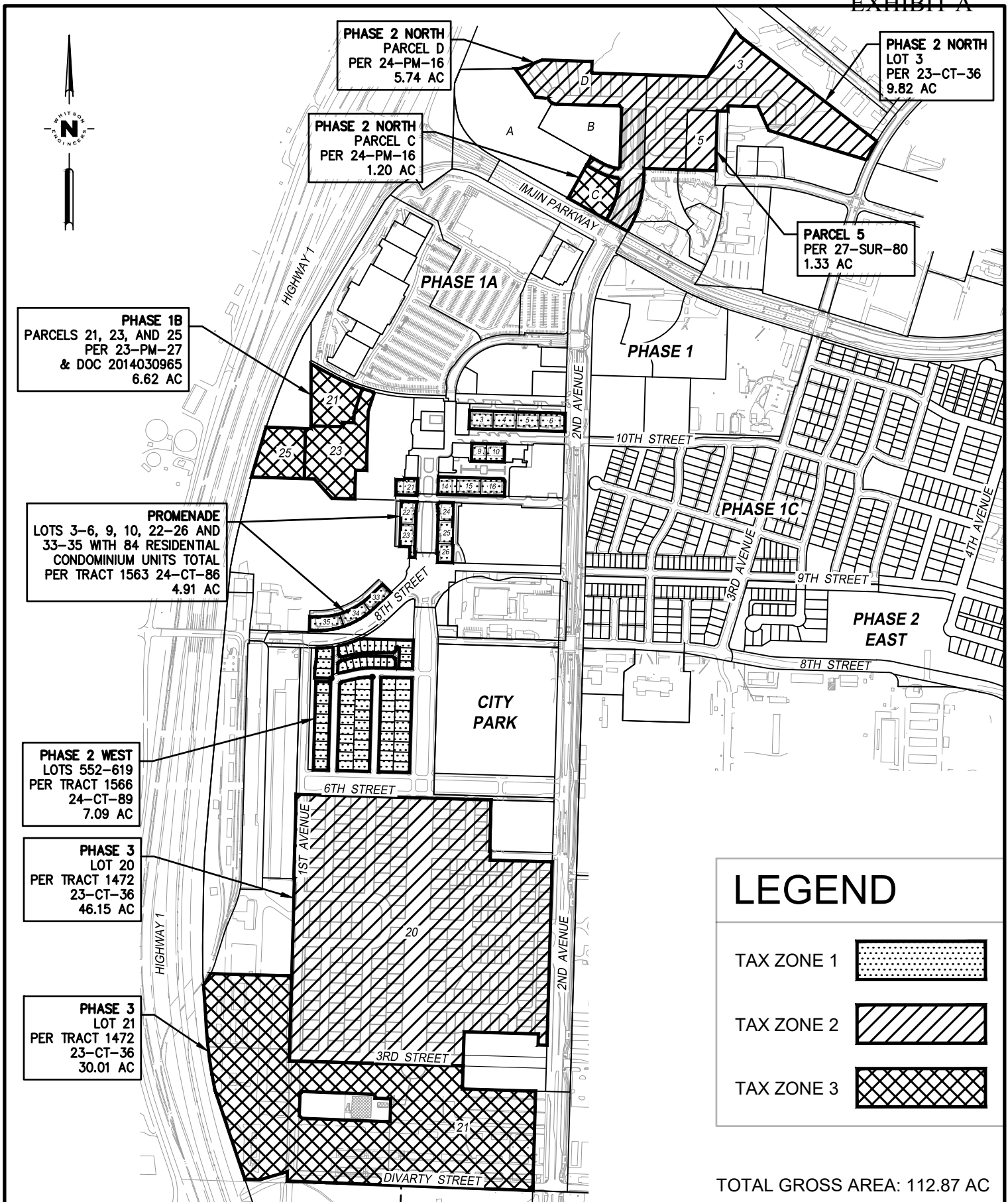
F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by resolution of the City Council for purposes of clarifying any vagueness or ambiguity in this RMA.

ATTACHMENT 1

**City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)**

Identification of Tax Zones



ATTACHMENT 2

**City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)**

**Tax Zone 1
Maximum Special Tax by Parcel**

ATTACHMENT 2

City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)

Tax Zone 1
Maximum Special Tax by Parcel

Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-284-001-000	\$2,305.63
031-284-002-000	\$2,305.63
031-284-003-000	\$2,305.63
031-284-004-000	\$2,305.63
031-284-005-000	\$2,305.63
031-284-006-000	\$2,305.63
031-284-007-000	\$2,305.63
031-284-008-000	\$2,305.63
031-284-009-000	\$2,305.63
031-284-010-000	\$2,305.63
031-284-011-000	\$2,305.63
031-284-012-000	\$2,305.63
031-284-013-000	\$1,959.79
031-284-014-000	\$1,959.79
031-284-015-000	\$1,959.79
031-284-016-000	\$1,959.79
031-284-017-000	\$1,959.79
031-284-018-000	\$1,959.79
031-284-019-000	\$1,959.79
031-284-020-000	\$1,959.79
031-284-021-000	\$1,959.79
031-284-022-000	\$1,959.79
031-284-023-000	\$1,959.79
031-284-024-000	\$1,959.79
031-284-025-000	\$1,959.79
031-284-026-000	\$1,959.79
031-284-027-000	\$1,959.79
031-284-028-000	\$1,959.79
031-284-029-000	\$1,959.79
031-284-030-000	\$1,959.79
031-284-031-000	\$1,959.79
031-284-032-000	\$1,959.79
031-284-033-000	\$2,305.63

Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-284-034-000	\$2,305.63
031-284-035-000	\$2,305.63
031-284-036-000	\$2,305.63
031-284-037-000	\$2,305.63
031-284-038-000	\$2,305.63
031-284-039-000	\$2,305.63
031-284-040-000	\$2,305.63
031-284-041-000	\$2,305.63
031-284-042-000	\$2,305.63
031-284-043-000	\$2,305.63
031-284-044-000	\$2,305.63
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031-284-046-000	\$2,305.63
031-284-047-000	\$2,305.63
031-284-048-000	\$2,305.63
031-284-049-000	\$2,305.63
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031-284-061-000	\$2,305.63
031-284-062-000	\$2,305.63
031-284-063-000	\$2,305.63
031-284-064-000	\$2,305.63
031-284-065-000	\$2,305.63
031-284-066-000	\$2,305.63
031-284-067-000	\$2,305.63
031-284-068-000	\$2,305.63
031-285-001-000	\$2,075.07
031-285-002-000	\$1,844.51
031-285-003-000	\$1,844.51
031-285-004-000	\$2,075.07
031-285-006-000	\$2,075.07
031-285-007-000	\$1,844.51

Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-285-008-000	\$2,075.07
031-285-009-000	\$1,844.51
031-285-010-000	\$2,075.07
031-285-012-000	\$2,075.07
031-285-013-000	\$1,844.51
031-285-014-000	\$1,844.51
031-285-015-000	\$2,075.07
031-286-001-000	\$2,075.07
031-286-002-000	\$2,075.07
031-286-003-000	\$2,075.07
031-286-004-000	\$2,075.07
031-286-005-000	\$2,075.07
031-286-006-000	\$2,075.07
031-286-008-000	\$2,075.07
031-286-009-000	\$2,075.07
031-286-010-000	\$2,075.07
031-286-011-000	\$2,075.07
031-286-012-000	\$2,075.07
031-286-013-000	\$2,075.07
031-286-015-000	\$2,075.07
031-286-016-000	\$2,075.07
031-286-017-000	\$2,075.07
031-286-018-000	\$2,075.07
031-286-019-000	\$2,075.07
031-286-020-000	\$2,075.07
031-296-001-000	\$2,075.07
031-296-002-000	\$1,844.51
031-296-003-000	\$2,075.07
031-296-004-000	\$1,844.51
031-296-005-000	\$2,075.07
031-296-007-000	\$2,075.07
031-296-008-000	\$1,844.51
031-296-009-000	\$2,075.07
031-296-010-000	\$1,844.51
031-296-011-000	\$2,075.07
031-296-013-000	\$2,075.07
031-296-014-000	\$1,844.51
031-296-015-000	\$2,075.07
031-296-016-000	\$1,844.51
031-296-017-000	\$2,075.07
031-296-019-000	\$2,075.07

Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-296-020-000	\$1,844.51
031-296-021-000	\$2,075.07
031-296-022-000	\$1,844.51
031-296-023-000	\$2,075.07
031-297-001-000	\$2,075.07
031-297-002-000	\$2,075.07
031-297-003-000	\$2,075.07
031-297-005-000	\$2,075.07
031-297-006-000	\$2,075.07
031-297-007-000	\$2,075.07
031-297-008-000	\$2,075.07
031-297-010-000	\$2,075.07
031-297-011-000	\$2,075.07
031-297-012-000	\$2,075.07
031-297-014-000	\$2,075.07
031-297-015-000	\$1,844.51
031-297-016-000	\$2,075.07
031-297-017-000	\$1,844.51
031-297-018-000	\$2,075.07
031-298-001-000	\$2,075.07
031-298-002-000	\$1,844.51
031-298-003-000	\$2,075.07
031-298-004-000	\$1,844.51
031-298-005-000	\$2,075.07
031-298-007-000	\$2,075.07
031-298-008-000	\$2,075.07
031-298-009-000	\$2,075.07
031-298-011-000	\$2,075.07
031-298-012-000	\$1,844.51
031-298-013-000	\$2,075.07
031-298-014-000	\$1,844.51
031-298-015-000	\$2,075.07
031-298-017-000	\$2,075.07
031-298-018-000	\$1,844.51
031-298-019-000	\$2,075.07
031-298-020-000	\$1,844.51
031-298-021-000	\$2,075.07

* On July 1, 2025, and each July 1 thereafter, all dollar amounts shown above shall be adjusted by the Escalation Factor, as defined by the RMA.

RESOLUTION NO. 2024-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
ESTABLISHING THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT
NO. 2024-1 (THE DUNES WEST SIDE SERVICES), AUTHORIZING THE LEVY
OF SPECIAL TAXES, CALLING AN ELECTION WITHIN THE DISTRICT AND
APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO**

WHEREAS, on September 4, 2024, the City Council (the “City Council”) of the City of Marina (the “City”) adopted a resolution (the “Resolution of Intention”) stating its intention to establish the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services) (the “District”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Act”) and Chapter 3.35 of the City of Marina Municipal Code; and

WHEREAS, a copy of the Resolution of Intention setting forth a description of the proposed boundaries of the District, the services and administrative expenses to be financed by the District and the rate and method of apportionment of the special tax proposed to be levied within the District is on file with the City Clerk; and

WHEREAS, notice was published and mailed to all landowners of the land proposed to be included within the District as required by law relative to the intention of this City Council to form the proposed District, and to levy a special tax within the District; and

WHEREAS, the City Council conducted a noticed public hearing, which was opened on October 15, 2024 and continued to November 6, 2024 (the “Public Hearing”) as required by law, at which the City Council considered the proposed formation of the District and the rate and method of apportionment of the special tax proposed for the District; and

WHEREAS, at or before the Public Hearing there was filed with this City Council a report containing a description of the services necessary to meet the needs of the District and an estimate of the cost of such services as required by Section 53321.5 of the Act (the “CFD Report”); and

WHEREAS, at the Public Hearing all persons desiring to be heard on all matters pertaining to the formation of the District and the rate and method of apportionment of the special tax proposed for the District were heard, and a full and fair hearing was held; and

WHEREAS, at the Public Hearing the City Council determined to (1) remove two parcels (APNs 031-251-071 and 031-251-072) from the District and (2) amend the rate and method of apportionment of special tax approved by the Resolution of Intention to exempt property referred to therein as “Parcel D” (APN 031-251-074) from levy of the special tax unless Parcel D is developed as residential property or non-residential property other than for hotel uses and ancillary hotel uses; and

WHEREAS, the modified rate and method of apportionment of special tax is included as Attachment “A” hereto (the “Rate and Method”); and

WHEREAS, following the Public Hearing, the City Council determined to authorize the formation of the District to finance the types of services (the “Services”) and administrative

expenses to be incurred in connection with financing the Services and forming and administering the District (the “Administrative Expenses”) set forth in Attachment “B” hereto; and

WHEREAS, at the Public Hearing evidence was presented to the City Council on the matters before it, and the proposed special tax to be levied within the District was not precluded by a majority protest of the type described in Section 53324 of the Act, and the City Council at the conclusion of the Public Hearing was fully advised as to all matters relating to the formation of the District and the levy of a special tax within the District in accordance with the Rate and Method; and

WHEREAS, the City Council has determined, based on an email confirmation of the Registrar of Voters on file in the office of the City Clerk, that no registered voters have been residing in the proposed boundaries of the District for each of the 90 days prior to October 15, 2024 and November 6, 2024; and

WHEREAS, the City Council has determined, based on certifications from the landowners in the District, that the qualified electors in the District are the landowners within the District as of November 6, 2024; and

WHEREAS, on the basis of all of the foregoing, the City Council has determined to proceed with the establishment of the District and to call an election within the District to authorize (i) the levy of special taxes within the District pursuant to the Rate and Method, as set forth in Attachment “A” attached hereto, and (ii) the establishment of an appropriations limit for the District;

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

SECTION 1. Each of the above recitals is true and correct.

SECTION 2. A community facilities district to be designated as “City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services)” is hereby established pursuant to the Act and Chapter 3.35 of the City of Marina Municipal Code.

The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the District were valid and in conformity with the requirements of law, including the Act and Chapter 3.35 of the City of Marina Municipal Code. This finding is made in accordance with the provisions of Section 53325.1(b) of the Act.

SECTION 3. The proposed boundary map for the District approved in the Resolution of Intention has been recorded pursuant to Sections 3111 and 3112 of the California Streets and Highways Code in Book 5 of Maps of Assessment and Community Facilities Districts, at Page No. 26, as Instrument No. 2024033046 on September 16, 2024, in the office of the County Recorder of the County of Monterey, State of California.

At the request of the owners of the land within the proposed District, and in accordance with Section 53325 of the Act, two parcels (APNs 031-251-071 and 031-251-072) shall be excluded from the proposed boundary of the District. Accordingly, the boundaries of the District shall be as shown on the map on file with the City Clerk entitled “Amended Proposed Boundaries of Community Facilities District No. 2024-1 (The Dunes West Side Services),” to which map reference is hereby made for further particulars. The City Clerk is hereby directed

to record, or cause to be recorded, the map of the boundaries of the District in the office of the Monterey County Clerk/Recorder promptly following the date of adoption of this Resolution, and to include the recording information therefrom in each notice of special tax lien recorded for the District.

SECTION 4. The types of Services and Administrative Expenses authorized to be provided for the District are those set forth in Attachment “B” attached hereto. The estimated cost of the Services and Administrative Expenses to be financed is set forth in the CFD Report.

The City is authorized by the Act and Chapter 3.35 of the City of Marina Municipal Code to contribute revenue to, or to provide the Services, all in accordance with the Act and Chapter 3.35 of the City of Marina Municipal Code. The City Council finds and determines that the proposed Services are necessary to meet the increased demand that will be placed upon local agencies and public services as a result of new development within the District and that the Services to be financed would benefit residents of the City and the future residents of the District.

SECTION 5. Except where funds are otherwise available, it is the intention of the City Council, subject to the approval of the eligible voters within the District, to levy annually a special tax at the rates set forth in Attachment “A” hereto on all non-exempt property within the District, sufficient to pay for (i) the Services and Administrative Expenses to be financed by the District. The Rate and Method for the District is described in detail in Attachment “A” hereto and incorporated herein by this reference, and the City Council hereby finds that Attachment “A” contains sufficient detail to allow each landowner within the District to estimate the maximum amount that may be levied against each parcel. The special tax will be collected in the same manner as ordinary ad valorem property taxes or in such other manner as the City Council will determine, including direct billing of the affected property owners.

The CFD Report, which is incorporated by reference herein, sets forth a description of the Services to be provided in the District and the estimated cost of providing the Services. The estimated cost of the Services as described in the CFD Report is hereby determined to be reasonable. The special tax within the District shall be levied on each assessor’s parcel so long as is required to pay for the Services, as described in Attachment “A” hereto. The special tax is apportioned to each parcel within the District on the foregoing bases pursuant to Section 53325.3 of the Act and such special tax is not on or based upon the ownership of real property or the assessed value of real property.

The District expects to incur, and in certain cases has already incurred, Administrative Expenses in connection with the creation of the District, the levying and collecting of the special taxes and the annual administration of the District.

The City Manager of the City of Marina, or his or her authorized designee, who can be reached at Marina City Hall, 211 Hillcrest Avenue, Marina, CA 93933, or by telephone at (831) 884-1278, will be responsible for preparing annually, or authorizing a designee to prepare, a current roll of special tax levy obligations by assessor’s parcel number and will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act.

SECTION 6. In the event that a portion of the property within the District shall become for any reason exempt, wholly or partially, from the levy of the special tax applicable thereto, or in the event of delinquencies in the payment of special taxes levied therein, the City Council shall, on behalf of the District, increase the levy to the extent necessary and permitted by law and these proceedings upon the remaining property within the District which is not exempt or delinquent in

order to prevent the District from defaulting on any other obligations or liabilities payable from the special taxes; provided, however, under no circumstances will the special tax levied against any parcel exceed the "Maximum Special Tax" set forth in the rate and method of apportionment of the special tax attached hereto as Attachment "A." The obligation of parcels within the District to pay special taxes may not be prepaid.

SECTION 7. Upon recordation of a notice of special tax lien for the District pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all non-exempt real property in the District and this lien shall continue in force and effect until the lien is canceled in accordance with law or until collection of the special tax ceases.

SECTION 8. Consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within the District, if any, devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land within the District and will be benefited by the Services proposed to be provided within the District.

SECTION 9. Written protests against the establishment of the District have not been filed by one-half or more of the registered voters within the boundaries of the District or by the property owners of one-half (1/2) or more of the area of land within the District. The City Council hereby finds that the proposed special tax for the District has not been precluded by a majority protest pursuant to Section 53324 of the Act.

SECTION 10. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred in establishing the District. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

SECTION 11. An election is hereby called for the District on the propositions of levying the special tax on the property within the District and establishing an appropriations limit for the District pursuant to Section 53325.7 of the Act. The language of the propositions to be placed on the ballot for the election within the District is attached hereto as Attachment "C."

SECTION 12. The date of the election for the District on the propositions of authorizing the levy of the special taxes and establishing an appropriations limit for the District shall be January 10, 2024 (or such earlier date as all ballots are received, or such later date as is consented to by the City Clerk); the polls shall be open for said election between the hours of 8:00 a.m. and 5:00 p.m. on the date set for the election. The election shall be conducted by the City Clerk. Except as otherwise provided by the Act or the City of Marina Municipal Code, the election shall be conducted in accordance with the provisions of law regulating elections of the City insofar as such provisions are determined by the City Clerk to be applicable. The City Clerk is authorized to conduct the election following the adoption of this resolution, and all ballots shall be received by, and the City Clerk shall close the election by 5:00 p.m. on the election day; provided that the election shall be closed at such earlier time as all qualified electors in such election have voted as provided in Section 53326(d) of the Act, which may occur prior to the date set for the election. Pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed in person, or by mail with return postage prepaid, to the qualified electors within the District. The Registrar of Voters has confirmed in an electronic mail communication on file with the City Clerk that there were no registered voters within the District as of September 9, 2024. Accordingly,

since there were fewer than 12 registered voters within the District for each of the 90 days preceding the Public Hearing, the qualified electors shall be the landowners within the District and each landowner, or the authorized representative thereof, shall have one vote for each acre or portion thereof that such landowner owns within the District, as provided in Section 53326 of the Act.

SECTION 13. The preparation of the CFD Report is hereby ratified. The CFD Report, as submitted, is hereby approved and was made a part of the record of the public hearing regarding the formation of the District. The CFD Report is ordered to be kept on file with the transcript of these proceedings and open for public inspection.

SECTION 14. This Resolution shall be effective upon its adoption.

I, the undersigned hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the City Council of the City of Marina in a regular meeting assembled on the 6th day of November, 2024, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Anita Sharp
Deputy City Clerk

Bruce C. Delgado
Mayor

ATTACHMENT “A”

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR
CITY OF MARINA
COMMUNITY FACILITIES DISTRICT NO. 2024-1
(THE DUNES WEST SIDE SERVICES)**

[See Attached]

EXHIBIT B

**CITY OF MARINA
COMMUNITY FACILITIES DISTRICT No. 2024-1
(THE DUNES WEST SIDE SERVICES)**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services) shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2024-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD, unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to administration of the CFD: the costs of computing the Special Tax and preparing the annual Special Tax collection schedules (whether by the City, a designee thereof, or both); costs of collecting the Special Taxes; costs associated with preparing Special Tax disclosure statements and responding to public inquiries, protests, or appeals regarding the Special Taxes; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City for any other administrative purposes of the CFD, including attorney's fees, costs associated with annexations to the CFD, and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means an official of the City, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means a unique number assigned to an Assessor’s Parcel by the County Assessor for purposes of identifying a property.

“Authorized Services” means the public services authorized to be funded by the CFD as set forth in the documents adopted by the City Council at CFD Formation.

“CFD” or **“CFD No. 2024-1”** means the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services).

“CFD Formation” means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

“City” means the City of Marina.

“City Council” means the City Council of the City of Marina, acting as the legislative body of the CFD.

“County” means the County of Monterey.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure (which shall not include a permit issued solely for construction of the foundation if another permit remains to be issued for vertical construction of the building) was issued prior to June 1 of the preceding Fiscal Year.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the percentage increase, if any, in the Construction Cost Index for the San Francisco region in the twelve (12)-month period ending June 1 of the prior Fiscal Year, as published in the Engineering News Record (or other comparable source if the Engineering News Record is discontinued or otherwise not available), or (ii) four percent (4.0%). If, in any Fiscal Year, it is determined that the Construction Cost Index decreased in the prior Fiscal Year, the Escalation Factor shall be zero, and there shall be no corresponding decrease in the Maximum Special Taxes calculated pursuant to Section C below.

“Final Map” means a final map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410, *et seq.*) that creates individual lots on which a building permit can be issued for construction of Residential Units without further subdivision of the lots.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year.

“Non-Residential Property” means, in any Fiscal Year, all Parcels of Developed Property that are not Single Family Detached Property, Single Family Attached Property, Owners Association Property, Public Property, or Parcel D, except as otherwise set forth in the definition of Parcel D below.

“Owners Association” means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within the CFD.

“Owners Association Property” means, in any Fiscal Year, all Parcels within the CFD that are owned in fee or by easement by the Owners Association, not including any such property that is located directly under a residential structure.

“Parcel D” means the Parcel identified in Fiscal Year 2024-25 by Assessor’s Parcel Number 031-251-074-000 and labeled as “Parcel D” in Attachment 1 hereto. Such Parcel shall remain classified as Parcel D and shall be exempt from the levy of the Special Tax unless and until such time as a building permit is issued for a use other than a hotel or ancillary hotel uses, as determined by the City. In the Fiscal Year following the issuance of such a building permit, and in all following Fiscal Years, the Parcel shall be categorized, as appropriate, as Single Family Detached Property, Single Family Attached Property, or Non-Residential Property, as applicable, and a Special Tax shall be levied on the Parcel pursuant to this RMA.

“Proportionately” means, for Developed Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, “Proportionately” means that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Undeveloped Property.

“Public Property” means, in any Fiscal Year: (i) all Parcels within the boundaries of the CFD that are owned by or irrevocably offered for dedication to the federal government, the State of California, the City, the Successor Agency to the Marina Redevelopment Agency, or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) all Parcels within the boundaries of the CFD that are encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Residential Unit” means an individual single-family detached unit, an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or an individual apartment unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Residential Unit for purposes of this RMA.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property in Tax Zone 2 for which a building permit was issued for construction of a residential structure consisting of two or more Residential Units that share common walls.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property in Tax Zone 2 for which a building permit was issued for construction of a Residential Unit that does not share a common wall with another Residential Unit.

“Special Tax” means any tax levied within the CFD to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) establishment of reserves, (iii) Administrative Expenses, and (iv) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred in prior Fiscal Years.

“Taxable Property” means all Assessor’s Parcels within the boundaries of the CFD that are not exempt from the Special Tax pursuant to law or Section E below.

“Tax Zone” means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. The three Tax Zones in the CFD are identified in Attachment 1 hereto.

“Tax Zone 1” means the area identified as Tax Zone 1 in Attachment 1 of this RMA.

“Tax Zone 2” means the area identified as Tax Zone 2 in Attachment 1 of this RMA.

“Tax Zone 3” means the area identified as Tax Zone 3 in Attachment 1 of this RMA.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property in the CFD that are not Developed Property other than Parcel D, which shall not be subject to the Special Tax levy on Undeveloped Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel Numbers for all Parcels of Taxable Property within the CFD. The Administrator shall also determine: (i) whether each Parcel of Taxable Property is Developed Property or Undeveloped Property, (ii) in which Tax Zone each Assessor’s Parcel is located, (iii) whether each Parcel of Developed Property in Tax Zone 2 or Tax Zone 3 is Single Family Detached Property, Single Family Attached Property, or Non-Residential Property, (iv) whether a building permit has been issued for development of Parcel D and, if so, the expected use of the Parcel based on the building permit, and (v) the Special Tax Requirement for the then-current Fiscal Year.

In any Fiscal Year, if it is determined that (i) a Final Map or parcel map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, (ii) because of the date the Final Map or parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map or parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map or parcel map by determining the Special Tax that applies separately to each

newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or parcel map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property, Tax Zone 1

The Maximum Special Tax for each Parcel of Developed Property in Tax Zone 1 for Fiscal Year 2024-25 is the Maximum Special Tax identified for the Parcel in Attachment 2 of this RMA. On July 1, 2025 and each July 1 thereafter, the Maximum Special Tax amounts in Attachment 2 shall be adjusted by the Escalation Factor. The Maximum Special Tax assigned to each Parcel shall continue to apply to the Parcel regardless of changes in configuration, Acreage, or Assessor's Parcel Number. If two or more Parcels are combined, the Maximum Special Taxes assigned to such Parcels shall also be combined. If a Parcel is subdivided, the Administrator shall determine the appropriate allocation of the Maximum Special Tax to the new Parcels created by the subdivision based on the land uses that are constructed or anticipated to be constructed on each new Parcel.

2. Undeveloped Property, Tax Zone 1

The Maximum Special Tax for each Parcel of Undeveloped Property in Tax Zone 1 for Fiscal Year 2024-25 is the Maximum Special Tax identified for the Parcel in Attachment 2 of this RMA. On July 1, 2025 and each July 1 thereafter, the Maximum Special Tax amounts in Attachment 2 shall be adjusted by the Escalation Factor.

3. Developed Property, Tax Zone 2

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 2 shall be determined by reference to Table 1 below.

Table 1
Maximum Special Tax
Developed Property in Tax Zone 2

Land Use Category	Maximum Special Tax Fiscal Year 2024-25 *
Single Family Detached Property	\$2,305.63 per Residential Unit
Single Family Attached Property	\$1,959.79 per Residential Unit
Non-Residential Property	\$18,974.36 per Acre
Parcel D	\$0 per Acre

* On July 1, 2025, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.

4. Undeveloped Property, Tax Zone 2

The Maximum Special Tax for Undeveloped Property in Tax Zone 2 for Fiscal Year 2024-25 is \$18,974.36 per Acre, which amount shall, on July 1, 2025 and each July 1 thereafter, be adjusted by the Escalation Factor.

5. Developed Property, Tax Zone 3

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 3 shall be determined by reference to Table 2 below.

Table 2
Maximum Special Tax
Developed Property in Tax Zone 3

Land Use Category	Maximum Special Tax Fiscal Year 2024-25 *
Single Family Detached Property	\$2,305.63 per Residential Unit
Single Family Attached Property	\$2,075.07 per Residential Unit
Non-Residential Property	\$6,442.00 per Acre

* On July 1, 2025, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.

6. Undeveloped Property, Tax Zone 3

The Maximum Special Tax for Undeveloped Property in Tax Zone 3 for Fiscal Year 2024-25 is \$1,500 per Acre, which amount shall, on July 1, 2025 and each July 1 thereafter, be adjusted by the Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for that Fiscal Year and levy the Special Tax on all Parcels of Taxable Property as follows:

- Step 1.** The Special Tax shall be levied Proportionately on each Parcel of Developed Property in all three Tax Zones up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement.
- Step 2.** If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property in Tax Zone 1 up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Step 1, is equal to the Special Tax Requirement.

- Step 3.** If additional revenue is needed after Step 2, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property in Tax Zone 2 up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Steps 1 and 2, is equal to the Special Tax Requirement.
- Step 4.** If additional revenue is needed after Step 3, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property in Tax Zone 3 up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Steps 1, 2 and 3, is equal to the Special Tax Requirement.

The Special Tax for the CFD shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD, and the Special Tax shall be equally subject to foreclosure if delinquent. The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

E. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied on Parcels of Public Property or Owners Association Property, except as otherwise provided in the Act. In addition, no Special Tax shall be levied on Parcel D unless and until the Parcel is reclassified as Single Family Detached Property, Single Family Attached Property, or Non-Residential Property.

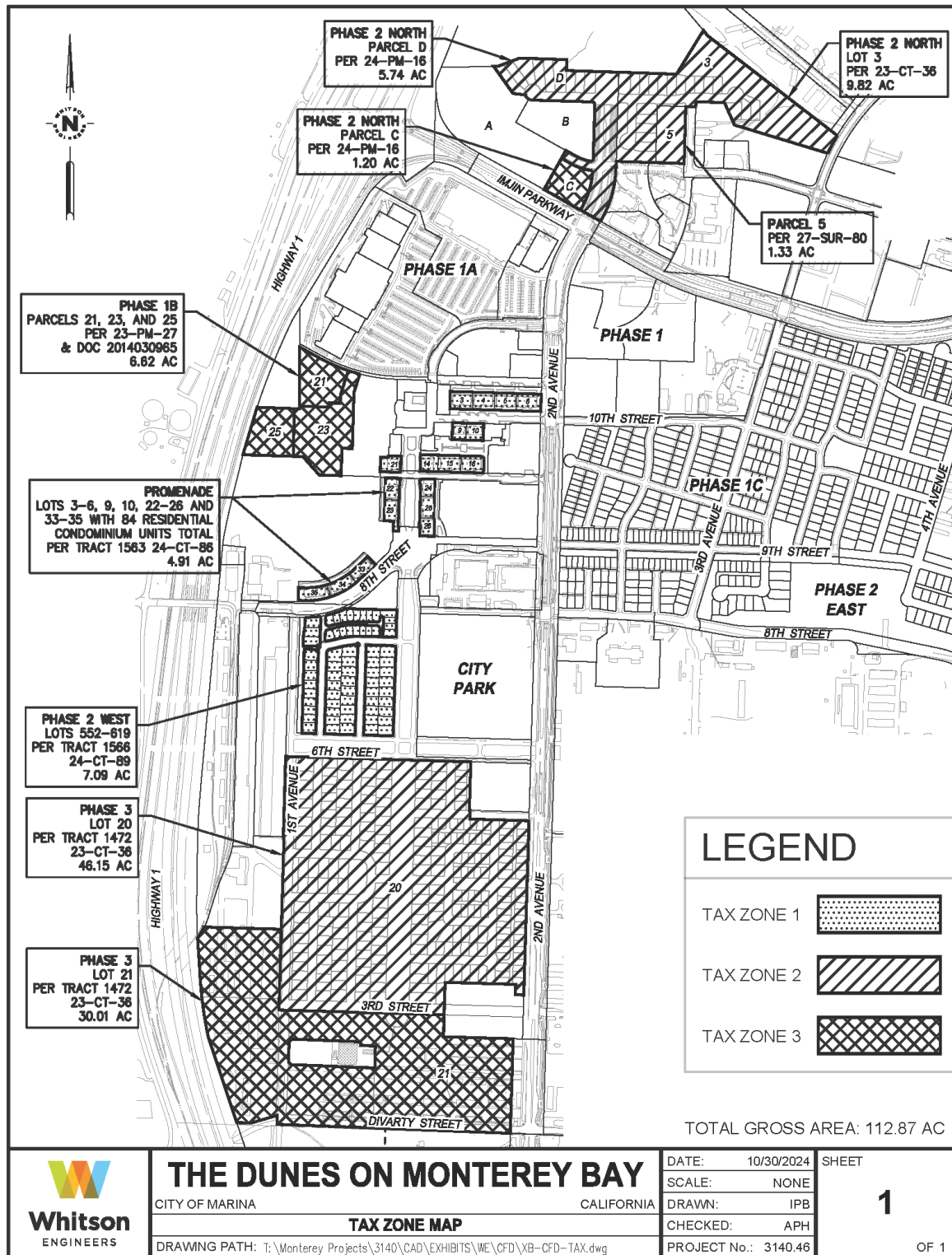
F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by resolution of the City Council for purposes of clarifying any vagueness or ambiguity in this RMA.

ATTACHMENT 1

**City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)**

Identification of Tax Zones



ATTACHMENT 2

**City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)**

**Tax Zone 1
Maximum Special Tax by Parcel**

ATTACHMENT 2

City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)

Tax Zone 1
Maximum Special Tax by Parcel

Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-284-001-000	\$2,305.63
031-284-002-000	\$2,305.63
031-284-003-000	\$2,305.63
031-284-004-000	\$2,305.63
031-284-005-000	\$2,305.63
031-284-006-000	\$2,305.63
031-284-007-000	\$2,305.63
031-284-008-000	\$2,305.63
031-284-009-000	\$2,305.63
031-284-010-000	\$2,305.63
031-284-011-000	\$2,305.63
031-284-012-000	\$2,305.63
031-284-013-000	\$1,959.79
031-284-014-000	\$1,959.79
031-284-015-000	\$1,959.79
031-284-016-000	\$1,959.79
031-284-017-000	\$1,959.79
031-284-018-000	\$1,959.79
031-284-019-000	\$1,959.79
031-284-020-000	\$1,959.79
031-284-021-000	\$1,959.79
031-284-022-000	\$1,959.79
031-284-023-000	\$1,959.79
031-284-024-000	\$1,959.79
031-284-025-000	\$1,959.79
031-284-026-000	\$1,959.79
031-284-027-000	\$1,959.79
031-284-028-000	\$1,959.79
031-284-029-000	\$1,959.79
031-284-030-000	\$1,959.79
031-284-031-000	\$1,959.79
031-284-032-000	\$1,959.79
031-284-033-000	\$2,305.63

Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-284-034-000	\$2,305.63
031-284-035-000	\$2,305.63
031-284-036-000	\$2,305.63
031-284-037-000	\$2,305.63
031-284-038-000	\$2,305.63
031-284-039-000	\$2,305.63
031-284-040-000	\$2,305.63
031-284-041-000	\$2,305.63
031-284-042-000	\$2,305.63
031-284-043-000	\$2,305.63
031-284-044-000	\$2,305.63
031-284-045-000	\$2,305.63
031-284-046-000	\$2,305.63
031-284-047-000	\$2,305.63
031-284-048-000	\$2,305.63
031-284-049-000	\$2,305.63
031-284-050-000	\$2,305.63
031-284-051-000	\$2,305.63
031-284-052-000	\$2,305.63
031-284-053-000	\$2,305.63
031-284-054-000	\$2,305.63
031-284-055-000	\$2,305.63
031-284-056-000	\$2,305.63
031-284-057-000	\$2,305.63
031-284-058-000	\$2,305.63
031-284-059-000	\$2,305.63
031-284-060-000	\$2,305.63
031-284-061-000	\$2,305.63
031-284-062-000	\$2,305.63
031-284-063-000	\$2,305.63
031-284-064-000	\$2,305.63
031-284-065-000	\$2,305.63
031-284-066-000	\$2,305.63
031-284-067-000	\$2,305.63
031-284-068-000	\$2,305.63
031-285-001-000	\$2,075.07
031-285-002-000	\$1,844.51
031-285-003-000	\$1,844.51
031-285-004-000	\$2,075.07
031-285-006-000	\$2,075.07
031-285-007-000	\$1,844.51

Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-285-008-000	\$2,075.07
031-285-009-000	\$1,844.51
031-285-010-000	\$2,075.07
031-285-012-000	\$2,075.07
031-285-013-000	\$1,844.51
031-285-014-000	\$1,844.51
031-285-015-000	\$2,075.07
031-286-001-000	\$2,075.07
031-286-002-000	\$2,075.07
031-286-003-000	\$2,075.07
031-286-004-000	\$2,075.07
031-286-005-000	\$2,075.07
031-286-006-000	\$2,075.07
031-286-008-000	\$2,075.07
031-286-009-000	\$2,075.07
031-286-010-000	\$2,075.07
031-286-011-000	\$2,075.07
031-286-012-000	\$2,075.07
031-286-013-000	\$2,075.07
031-286-015-000	\$2,075.07
031-286-016-000	\$2,075.07
031-286-017-000	\$2,075.07
031-286-018-000	\$2,075.07
031-286-019-000	\$2,075.07
031-286-020-000	\$2,075.07
031-296-001-000	\$2,075.07
031-296-002-000	\$1,844.51
031-296-003-000	\$2,075.07
031-296-004-000	\$1,844.51
031-296-005-000	\$2,075.07
031-296-007-000	\$2,075.07
031-296-008-000	\$1,844.51
031-296-009-000	\$2,075.07
031-296-010-000	\$1,844.51
031-296-011-000	\$2,075.07
031-296-013-000	\$2,075.07
031-296-014-000	\$1,844.51
031-296-015-000	\$2,075.07
031-296-016-000	\$1,844.51
031-296-017-000	\$2,075.07
031-296-019-000	\$2,075.07

Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-296-020-000	\$1,844.51
031-296-021-000	\$2,075.07
031-296-022-000	\$1,844.51
031-296-023-000	\$2,075.07
031-297-001-000	\$2,075.07
031-297-002-000	\$2,075.07
031-297-003-000	\$2,075.07
031-297-005-000	\$2,075.07
031-297-006-000	\$2,075.07
031-297-007-000	\$2,075.07
031-297-008-000	\$2,075.07
031-297-010-000	\$2,075.07
031-297-011-000	\$2,075.07
031-297-012-000	\$2,075.07
031-297-014-000	\$2,075.07
031-297-015-000	\$1,844.51
031-297-016-000	\$2,075.07
031-297-017-000	\$1,844.51
031-297-018-000	\$2,075.07
031-298-001-000	\$2,075.07
031-298-002-000	\$1,844.51
031-298-003-000	\$2,075.07
031-298-004-000	\$1,844.51
031-298-005-000	\$2,075.07
031-298-007-000	\$2,075.07
031-298-008-000	\$2,075.07
031-298-009-000	\$2,075.07
031-298-011-000	\$2,075.07
031-298-012-000	\$1,844.51
031-298-013-000	\$2,075.07
031-298-014-000	\$1,844.51
031-298-015-000	\$2,075.07
031-298-017-000	\$2,075.07
031-298-018-000	\$1,844.51
031-298-019-000	\$2,075.07
031-298-020-000	\$1,844.51
031-298-021-000	\$2,075.07

* On July 1, 2025, and each July 1 thereafter, all dollar amounts shown above shall be adjusted by the Escalation Factor, as defined by the RMA.

ATTACHMENT “B”

**Types of Services To Be
Financed By
City of Marina Community Facilities District No. 2024-1
(The Dunes West Side Services)**

The City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services) (the “District”) and any other property annexed into the District in the future shall be authorized to finance all or a portion of the costs of the types of services permitted pursuant to Government Section 53313, which shall include, but not be limited to, the following:

- (i) street maintenance;
- (ii) sidewalk maintenance;
- (iii) curb and gutter maintenance;
- (iv) decorative lighting maintenance;
- (v) storm drain maintenance;
- (vi) publicly accessible park and landscape maintenance; and
- (vii) maintenance of publicly accessible public restroom facilities.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay “Administrative Expenses” as said term is defined in the Rate and Method of Apportionment of Special Tax and to establish an operating reserve for the costs of services as determined by the CFD Administrator. Capitalized terms used and not defined herein shall have the meanings set forth in the Rate and Method of Apportionment of Special Tax for Community Facilities District No. 2024-1.

ATTACHMENT “C”**BALLOT PROPOSITIONS**

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

SPECIAL TAX ELECTION**JANUARY 10, 2025**

PROPOSITION A: Shall City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services), to finance certain services and administrative expenses, be authorized to levy annual special taxes at the following rates:

YES _____

In any Tax Zone, between \$1,844.51 - \$2,305.63 per parcel of single-family residential property;

NO _____

In Tax Zone 2, \$18,974.36 per acre (non-residential or undeveloped property) excluding Parcel D (APN 031-251-074) from the special tax if undeveloped or developed only with hotel and ancillary uses;

In Tax Zone 3, \$6,442.00 per acre (non-residential property) and \$1,500 per acre (undeveloped property);

each increased annually by 4% or less, in perpetuity, and expected to initially raise \$1,166,560 annually, as provided in City Council of the City of Marina Resolution No. 2024-101, as amended?

PROPOSITION B: For each year commencing with Fiscal Year 2024-25, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to \$50,000,000, increased annually in accordance with California law?

YES _____

NO _____

RESOLUTION NO. 2024-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY
OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2024-1 (THE
DUNES WEST SIDE SERVICES) CERTIFYING THE RESULTS OF
ELECTIONS HELD WITHIN THE DISTRICT**

WHEREAS, the City Council called and duly held an election on November 6, 2024 within the boundaries of the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services) ("Community Facilities District No. 2024-1" or the "District") pursuant to a resolution establishing the District adopted by the City Council on November 6, 2024, for the purpose of presenting to the qualified electors within the District, Propositions A and B, attached hereto as Exhibit A; and

WHEREAS, there has been presented to this City Council a certificate of the City Clerk of the City of Marina (the "City Clerk") canvassing the results of the election within the District, a copy of which is attached hereto as Exhibit B;

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

SECTION 1. Each of the above recitals is true and correct and is adopted by the legislative body of the District.

SECTION 2. Propositions A and B presented to the qualified electors of the District, as set forth in Exhibit A hereto, were approved by more than two-thirds of the votes cast at an election held on November 6, 2024 and each of Propositions A and B has carried. The City Council, acting as the legislative body of the District, is hereby authorized to levy on the land within the District the special tax described in Proposition A as set forth in Exhibit A hereto for the purposes described therein.

SECTION 3. The City Clerk is hereby directed to record in the Office of the Monterey County Recorder within fifteen days of the date hereof a notice of special tax lien with respect to the District, in the form required by Streets and Highways Code Section 3114.5, a form of which is attached hereto as Exhibit C. The City Clerk and other appropriate officers of the City are authorized to make all necessary revisions, additions and deletions to the form of notice of special tax lien attached hereto as necessary to finalize such notice for recordation.

SECTION 4. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF MARINA ON THE 6th DAY OF NOVEMBER, 2024, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Anita Sharp
Deputy City Clerk

Bruce C. Delgado
Mayor

EXHIBIT A

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

SPECIAL TAX ELECTION

**JANUARY 10, 2024
(or sooner, upon receipt of all ballots)**

You are entitled to cast _____ votes.

To vote, stamp a cross (+ or X) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the Registrar of Voters and obtain another.

PROPOSITION A: Shall City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services), to finance certain services and administrative expenses, be authorized to levy annual special taxes at the following rates:

YES _____

In any Tax Zone, between \$1,844.51 - \$2,305.63 per parcel of single-family residential property;

NO _____

In Tax Zone 2, \$18,974.36 per acre (non-residential or undeveloped property) excluding Parcel D (APN 031-251-074) from the special tax if undeveloped or developed only with hotel and ancillary uses;

In Tax Zone 3, \$6,442.00 per acre (non-residential property) and \$1,500 per acre (undeveloped property);

each increased annually by 4% or less, in perpetuity, and expected to initially raise \$1,002,155 annually, as provided in City Council of the City of Marina Resolution No. 2024-101, as amended?

PROPOSITION B: For each year commencing with Fiscal Year 2024-25, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to \$50,000,000, increased annually in accordance with California law?

YES _____

NO _____

EXHIBIT B

**CERTIFICATE OF THE CITY CLERK
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

I, Anita Sharp, Deputy City Clerk of the City of Marina, do hereby certify that I have examined the returns of the Special Tax Election for the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services). The election was held in the City Council Chambers of the City of Marina, 211 Hillcrest Avenue, Marina, California 93933, on November 6, 2024 in accordance with the resolution establishing the District adopted by the City Council of the City of Marina on November 6, 2024 (the "Resolution"), and the undersigned has received a copy of the Resolution as required by Government Code Section 53326(a). I personally issued a ballot in the form required by the Resolution to the authorized representative of each qualified elector. _____ () ballots were returned.

I further certify that the results of said election and the number of votes cast for and against each measure are as follows:

Proposition A YES: _____

NO: _____

Proposition B YES: _____

NO: _____

TOTAL NUMBER OF VOTES CAST: _____

Dated this 6th day of November, 2024

Anita Sharp
Deputy City Clerk of the
City of Marina

EXHIBIT C
FORM OF NOTICE OF SPECIAL TAX LIEN
[See Attached]

**Recording Requested By and
When Recorded Mail To:**

Stradling Yocca Carlson & Rauth LLP
 660 Newport Center Drive, Suite 1600
 Newport Beach, California 92660
 Attn: Vanessa S. Legbandt, Esq.

This document is exempt from the
 payment of a recording fee pursuant to
 Government Code Section 6103.

NOTICE OF SPECIAL TAX LIEN
 FOR THE CITY OF MARINA
 COMMUNITY FACILITIES DISTRICT NO. 2024-1
 (THE DUNES WEST SIDE SERVICES)

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Government Code, the undersigned, Deputy City Clerk of the City of Marina, acting in its capacity as the legislative body of the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services) (the "District"), State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City of Marina, State of California, sitting as the legislative body of the District (the "City Council") on the District.

The special tax secured by this lien is authorized to be levied for the purpose of financing all or a portion of the costs of the types of services permitted pursuant to Section 53313 of the Government Code and Ordinance No. ___ of the City of Marina, which shall include, but not be limited to, street maintenance; sidewalk maintenance; curb and gutter maintenance; decorative lighting maintenance; storm drain maintenance; publicly accessible park and landscape maintenance; and maintenance of publicly accessible public restroom facilities (collectively, the "Services"), and administrative expenses to be incurred in connection with financing the Services and forming and administering the District.

The special tax is authorized to be levied within the District, which District has now been officially formed, and the lien of the special tax is a continuing lien that shall secure each annual levy of the special tax and that shall continue in force and effect until canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate, method of apportionment and manner of collection of the authorized special tax is as set forth in Appendix A attached hereto and incorporated herein by this reference. The obligation of parcels within the District to pay special taxes may not be prepaid.

Notice is further given that upon the recording of this notice in the office of the County Recorder, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the District in accordance with Section 3115.5 of the Streets and Highway Code.

4863-9467-3629/202027-0001

The names of the owners and the assessor's tax parcel numbers of the real property included within the District and not exempt from the special tax are as set forth in Appendix B attached hereto and incorporated herein by this reference.

Reference is made to the boundary map of the District recorded in Book ____ of Maps of Assessment and Community Facilities Districts, at Page No. ____, as Instrument No. _____ on _____, 2024, in the office of the County Recorder of the County of Monterey, State of California, which map is now the final boundary map of the District.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Finance Director, City of Marina, 211 Hillcrest Avenue, Marina, California 93933, telephone number (831) 884-1278.

Anita Sharp, Deputy City Clerk of the City of Marina,
acting in its capacity as the legislative body of the
City of Marina Community Facilities District No.
2024-1 (The Dunes West Side Services)

APPENDIX A

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
FOR
CITY OF MARINA
COMMUNITY FACILITIES DISTRICT NO. 2024-1
(THE DUNES WEST SIDE SERVICES)**

[See Attached]

A-1

4863-9467-3629/202027-0001

EXHIBIT B

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

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services) shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2024-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD, unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to administration of the CFD: the costs of computing the Special Tax and preparing the annual Special Tax collection schedules (whether by the City, a designee thereof, or both); costs of collecting the Special Taxes; costs associated with preparing Special Tax disclosure statements and responding to public inquiries, protests, or appeals regarding the Special Taxes; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City for any other administrative purposes of the CFD, including attorney's fees, costs associated with annexations to the CFD, and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means an official of the City, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

City of Marina CFD No. 2024-1

1

October 30, 2024

A-2

4863-9467-3629/202027-0001

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means a unique number assigned to an Assessor’s Parcel by the County Assessor for purposes of identifying a property.

“Authorized Services” means the public services authorized to be funded by the CFD as set forth in the documents adopted by the City Council at CFD Formation.

“CFD” or **“CFD No. 2024-1”** means the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services).

“CFD Formation” means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

“City” means the City of Marina.

“City Council” means the City Council of the City of Marina, acting as the legislative body of the CFD.

“County” means the County of Monterey.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure (which shall not include a permit issued solely for construction of the foundation if another permit remains to be issued for vertical construction of the building) was issued prior to June 1 of the preceding Fiscal Year.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the percentage increase, if any, in the Construction Cost Index for the San Francisco region in the twelve (12)-month period ending June 1 of the prior Fiscal Year, as published in the Engineering News Record (or other comparable source if the Engineering News Record is discontinued or otherwise not available), or (ii) four percent (4.0%). If, in any Fiscal Year, it is determined that the Construction Cost Index decreased in the prior Fiscal Year, the Escalation Factor shall be zero, and there shall be no corresponding decrease in the Maximum Special Taxes calculated pursuant to Section C below.

“Final Map” means a final map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410, *et seq.*) that creates individual lots on which a building permit can be issued for construction of Residential Units without further subdivision of the lots.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year.

“Non-Residential Property” means, in any Fiscal Year, all Parcels of Developed Property that are not Single Family Detached Property, Single Family Attached Property, Owners Association Property, Public Property, or Parcel D, except as otherwise set forth in the definition of Parcel D below.

“Owners Association” means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within the CFD.

“Owners Association Property” means, in any Fiscal Year, all Parcels within the CFD that are owned in fee or by easement by the Owners Association, not including any such property that is located directly under a residential structure.

“Parcel D” means the Parcel identified in Fiscal Year 2024-25 by Assessor’s Parcel Number 031-251-074-000 and labeled as “Parcel D” in Attachment 1 hereto. Such Parcel shall remain classified as Parcel D and shall be exempt from the levy of the Special Tax unless and until such time as a building permit is issued for a use other than a hotel or ancillary hotel uses, as determined by the City. In the Fiscal Year following the issuance of such a building permit, and in all following Fiscal Years, the Parcel shall be categorized, as appropriate, as Single Family Detached Property, Single Family Attached Property, or Non-Residential Property, as applicable, and a Special Tax shall be levied on the Parcel pursuant to this RMA.

“Proportionately” means, for Developed Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, “Proportionately” means that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Undeveloped Property.

“Public Property” means, in any Fiscal Year: (i) all Parcels within the boundaries of the CFD that are owned by or irrevocably offered for dedication to the federal government, the State of California, the City, the Successor Agency to the Marina Redevelopment Agency, or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) all Parcels within the boundaries of the CFD that are encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Residential Unit” means an individual single-family detached unit, an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or an individual apartment unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Residential Unit for purposes of this RMA.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property in Tax Zone 2 for which a building permit was issued for construction of a residential structure consisting of two or more Residential Units that share common walls.

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“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property in Tax Zone 2 for which a building permit was issued for construction of a Residential Unit that does not share a common wall with another Residential Unit.

“Special Tax” means any tax levied within the CFD to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) establishment of reserves, (iii) Administrative Expenses, and (iv) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred in prior Fiscal Years.

“Taxable Property” means all Assessor’s Parcels within the boundaries of the CFD that are not exempt from the Special Tax pursuant to law or Section E below.

“Tax Zone” means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. The three Tax Zones in the CFD are identified in Attachment 1 hereto.

“Tax Zone 1” means the area identified as Tax Zone 1 in Attachment 1 of this RMA.

“Tax Zone 2” means the area identified as Tax Zone 2 in Attachment 1 of this RMA.

“Tax Zone 3” means the area identified as Tax Zone 3 in Attachment 1 of this RMA.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property in the CFD that are not Developed Property other than Parcel D, which shall not be subject to the Special Tax levy on Undeveloped Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel Numbers for all Parcels of Taxable Property within the CFD. The Administrator shall also determine: (i) whether each Parcel of Taxable Property is Developed Property or Undeveloped Property, (ii) in which Tax Zone each Assessor’s Parcel is located, (iii) whether each Parcel of Developed Property in Tax Zone 2 or Tax Zone 3 is Single Family Detached Property, Single Family Attached Property, or Non-Residential Property, (iv) whether a building permit has been issued for development of Parcel D and, if so, the expected use of the Parcel based on the building permit, and (v) the Special Tax Requirement for the then-current Fiscal Year.

In any Fiscal Year, if it is determined that (i) a Final Map or parcel map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, (ii) because of the date the Final Map or parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map or parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map or parcel map by determining the Special Tax that applies separately to each

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newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or parcel map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property, Tax Zone 1

The Maximum Special Tax for each Parcel of Developed Property in Tax Zone 1 for Fiscal Year 2024-25 is the Maximum Special Tax identified for the Parcel in Attachment 2 of this RMA. On July 1, 2025 and each July 1 thereafter, the Maximum Special Tax amounts in Attachment 2 shall be adjusted by the Escalation Factor. The Maximum Special Tax assigned to each Parcel shall continue to apply to the Parcel regardless of changes in configuration, Acreage, or Assessor's Parcel Number. If two or more Parcels are combined, the Maximum Special Taxes assigned to such Parcels shall also be combined. If a Parcel is subdivided, the Administrator shall determine the appropriate allocation of the Maximum Special Tax to the new Parcels created by the subdivision based on the land uses that are constructed or anticipated to be constructed on each new Parcel.

2. Undeveloped Property, Tax Zone 1

The Maximum Special Tax for each Parcel of Undeveloped Property in Tax Zone 1 for Fiscal Year 2024-25 is the Maximum Special Tax identified for the Parcel in Attachment 2 of this RMA. On July 1, 2025 and each July 1 thereafter, the Maximum Special Tax amounts in Attachment 2 shall be adjusted by the Escalation Factor.

3. Developed Property, Tax Zone 2

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 2 shall be determined by reference to Table 1 below.

Table 1
Maximum Special Tax
Developed Property in Tax Zone 2

Land Use Category	Maximum Special Tax Fiscal Year 2024-25 *
Single Family Detached Property	\$2,305.63 per Residential Unit
Single Family Attached Property	\$1,959.79 per Residential Unit
Non-Residential Property	\$18,974.36 per Acre
Parcel D	\$0 per Acre

* On July 1, 2025, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.

4. Undeveloped Property, Tax Zone 2

The Maximum Special Tax for Undeveloped Property in Tax Zone 2 for Fiscal Year 2024-25 is \$18,974.36 per Acre, which amount shall, on July 1, 2025 and each July 1 thereafter, be adjusted by the Escalation Factor.

5. Developed Property, Tax Zone 3

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 3 shall be determined by reference to Table 2 below.

Table 2
Maximum Special Tax
Developed Property in Tax Zone 3

Land Use Category	Maximum Special Tax Fiscal Year 2024-25 *
Single Family Detached Property	\$2,305.63 per Residential Unit
Single Family Attached Property	\$2,075.07 per Residential Unit
Non-Residential Property	\$6,442.00 per Acre

* On July 1, 2025, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.

6. Undeveloped Property, Tax Zone 3

The Maximum Special Tax for Undeveloped Property in Tax Zone 3 for Fiscal Year 2024-25 is \$1,500 per Acre, which amount shall, on July 1, 2025 and each July 1 thereafter, be adjusted by the Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for that Fiscal Year and levy the Special Tax on all Parcels of Taxable Property as follows:

- Step 1.** The Special Tax shall be levied Proportionately on each Parcel of Developed Property in all three Tax Zones up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement.
- Step 2.** If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property in Tax Zone 1 up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Step 1, is equal to the Special Tax Requirement.

Step 3. If additional revenue is needed after Step 2, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property in Tax Zone 2 up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Steps 1 and 2, is equal to the Special Tax Requirement.

Step 4. If additional revenue is needed after Step 3, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property in Tax Zone 3 up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Steps 1, 2 and 3, is equal to the Special Tax Requirement.

The Special Tax for the CFD shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD, and the Special Tax shall be equally subject to foreclosure if delinquent. The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

E. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied on Parcels of Public Property or Owners Association Property, except as otherwise provided in the Act. In addition, no Special Tax shall be levied on Parcel D unless and until the Parcel is reclassified as Single Family Detached Property, Single Family Attached Property, or Non-Residential Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by resolution of the City Council for purposes of clarifying any vagueness or ambiguity in this RMA.

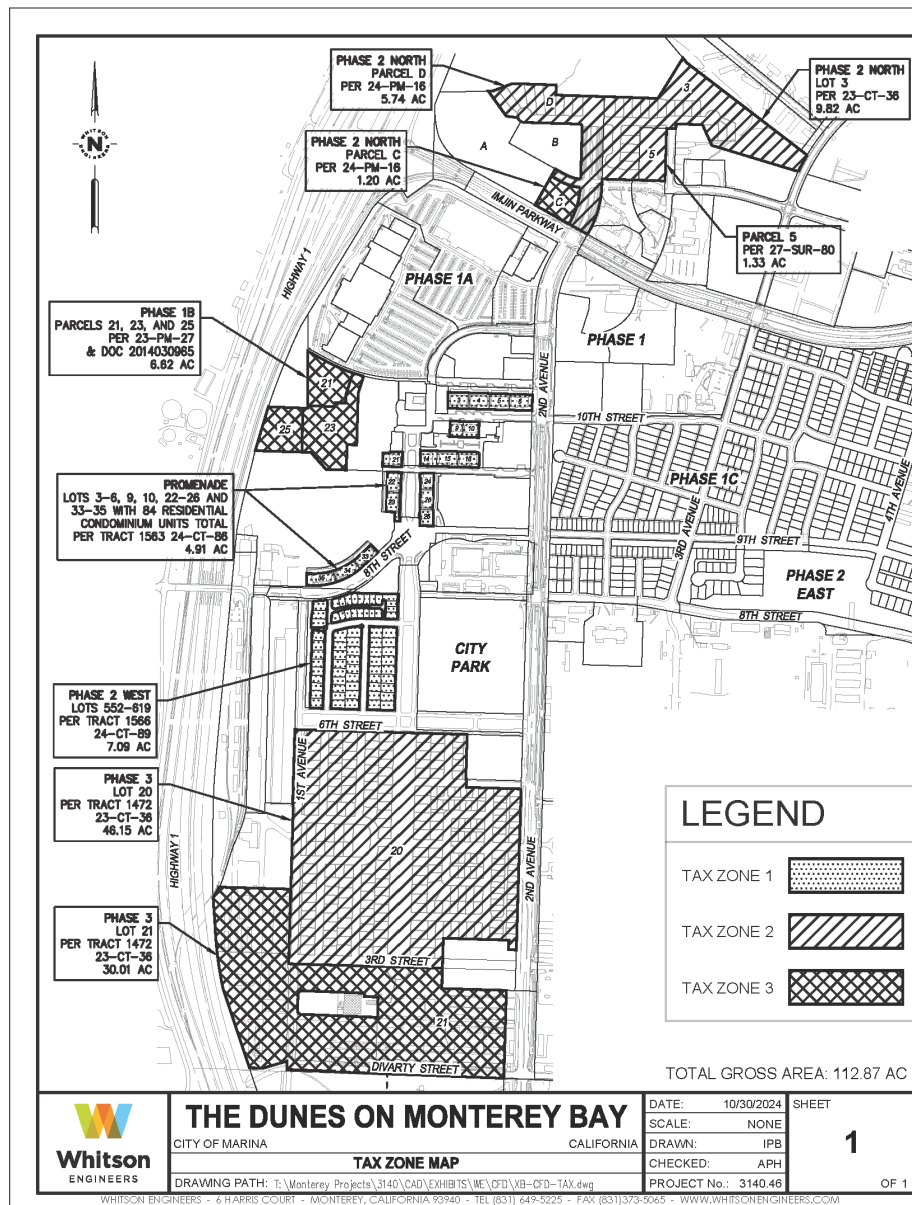
ATTACHMENT 1

**City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)**

Identification of Tax Zones

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ATTACHMENT 2

City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)

Tax Zone 1
Maximum Special Tax by Parcel

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ATTACHMENT 2

City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)

Tax Zone 1
Maximum Special Tax by Parcel

Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-284-001-000	\$2,305.63
031-284-002-000	\$2,305.63
031-284-003-000	\$2,305.63
031-284-004-000	\$2,305.63
031-284-005-000	\$2,305.63
031-284-006-000	\$2,305.63
031-284-007-000	\$2,305.63
031-284-008-000	\$2,305.63
031-284-009-000	\$2,305.63
031-284-010-000	\$2,305.63
031-284-011-000	\$2,305.63
031-284-012-000	\$2,305.63
031-284-013-000	\$1,959.79
031-284-014-000	\$1,959.79
031-284-015-000	\$1,959.79
031-284-016-000	\$1,959.79
031-284-017-000	\$1,959.79
031-284-018-000	\$1,959.79
031-284-019-000	\$1,959.79
031-284-020-000	\$1,959.79
031-284-021-000	\$1,959.79
031-284-022-000	\$1,959.79
031-284-023-000	\$1,959.79
031-284-024-000	\$1,959.79
031-284-025-000	\$1,959.79
031-284-026-000	\$1,959.79
031-284-027-000	\$1,959.79
031-284-028-000	\$1,959.79
031-284-029-000	\$1,959.79
031-284-030-000	\$1,959.79
031-284-031-000	\$1,959.79
031-284-032-000	\$1,959.79
031-284-033-000	\$2,305.63

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Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-284-034-000	\$2,305.63
031-284-035-000	\$2,305.63
031-284-036-000	\$2,305.63
031-284-037-000	\$2,305.63
031-284-038-000	\$2,305.63
031-284-039-000	\$2,305.63
031-284-040-000	\$2,305.63
031-284-041-000	\$2,305.63
031-284-042-000	\$2,305.63
031-284-043-000	\$2,305.63
031-284-044-000	\$2,305.63
031-284-045-000	\$2,305.63
031-284-046-000	\$2,305.63
031-284-047-000	\$2,305.63
031-284-048-000	\$2,305.63
031-284-049-000	\$2,305.63
031-284-050-000	\$2,305.63
031-284-051-000	\$2,305.63
031-284-052-000	\$2,305.63
031-284-053-000	\$2,305.63
031-284-054-000	\$2,305.63
031-284-055-000	\$2,305.63
031-284-056-000	\$2,305.63
031-284-057-000	\$2,305.63
031-284-058-000	\$2,305.63
031-284-059-000	\$2,305.63
031-284-060-000	\$2,305.63
031-284-061-000	\$2,305.63
031-284-062-000	\$2,305.63
031-284-063-000	\$2,305.63
031-284-064-000	\$2,305.63
031-284-065-000	\$2,305.63
031-284-066-000	\$2,305.63
031-284-067-000	\$2,305.63
031-284-068-000	\$2,305.63
031-285-001-000	\$2,075.07
031-285-002-000	\$1,844.51
031-285-003-000	\$1,844.51
031-285-004-000	\$2,075.07
031-285-006-000	\$2,075.07
031-285-007-000	\$1,844.51

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Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-285-008-000	\$2,075.07
031-285-009-000	\$1,844.51
031-285-010-000	\$2,075.07
031-285-012-000	\$2,075.07
031-285-013-000	\$1,844.51
031-285-014-000	\$1,844.51
031-285-015-000	\$2,075.07
031-286-001-000	\$2,075.07
031-286-002-000	\$2,075.07
031-286-003-000	\$2,075.07
031-286-004-000	\$2,075.07
031-286-005-000	\$2,075.07
031-286-006-000	\$2,075.07
031-286-008-000	\$2,075.07
031-286-009-000	\$2,075.07
031-286-010-000	\$2,075.07
031-286-011-000	\$2,075.07
031-286-012-000	\$2,075.07
031-286-013-000	\$2,075.07
031-286-015-000	\$2,075.07
031-286-016-000	\$2,075.07
031-286-017-000	\$2,075.07
031-286-018-000	\$2,075.07
031-286-019-000	\$2,075.07
031-286-020-000	\$2,075.07
031-296-001-000	\$2,075.07
031-296-002-000	\$1,844.51
031-296-003-000	\$2,075.07
031-296-004-000	\$1,844.51
031-296-005-000	\$2,075.07
031-296-007-000	\$2,075.07
031-296-008-000	\$1,844.51
031-296-009-000	\$2,075.07
031-296-010-000	\$1,844.51
031-296-011-000	\$2,075.07
031-296-013-000	\$2,075.07
031-296-014-000	\$1,844.51
031-296-015-000	\$2,075.07
031-296-016-000	\$1,844.51
031-296-017-000	\$2,075.07
031-296-019-000	\$2,075.07

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Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-296-020-000	\$1,844.51
031-296-021-000	\$2,075.07
031-296-022-000	\$1,844.51
031-296-023-000	\$2,075.07
031-297-001-000	\$2,075.07
031-297-002-000	\$2,075.07
031-297-003-000	\$2,075.07
031-297-005-000	\$2,075.07
031-297-006-000	\$2,075.07
031-297-007-000	\$2,075.07
031-297-008-000	\$2,075.07
031-297-010-000	\$2,075.07
031-297-011-000	\$2,075.07
031-297-012-000	\$2,075.07
031-297-014-000	\$2,075.07
031-297-015-000	\$1,844.51
031-297-016-000	\$2,075.07
031-297-017-000	\$1,844.51
031-297-018-000	\$2,075.07
031-298-001-000	\$2,075.07
031-298-002-000	\$1,844.51
031-298-003-000	\$2,075.07
031-298-004-000	\$1,844.51
031-298-005-000	\$2,075.07
031-298-007-000	\$2,075.07
031-298-008-000	\$2,075.07
031-298-009-000	\$2,075.07
031-298-011-000	\$2,075.07
031-298-012-000	\$1,844.51
031-298-013-000	\$2,075.07
031-298-014-000	\$1,844.51
031-298-015-000	\$2,075.07
031-298-017-000	\$2,075.07
031-298-018-000	\$1,844.51
031-298-019-000	\$2,075.07
031-298-020-000	\$1,844.51
031-298-021-000	\$2,075.07

* On July 1, 2025, and each July 1 thereafter, all dollar amounts shown above shall be adjusted by the Escalation Factor, as defined by the RMA.

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APPENDIX B**NAME OF OWNER AND ASSESSOR'S PARCEL NUMBERS WITHIN THE DISTRICT**

Name of Owner: Shea Homes Limited Partnership
Assessor Parcel Numbers:

031-296-001-0000	031-296-002-0000	031-296-003-0000	031-296-004-0000
031-296-005-0000	031-296-007-0000	031-296-008-0000	031-296-009-0000
031-296-010-0000	031-296-011-0000	031-296-013-0000	031-296-014-0000
031-296-015-0000	031-296-016-0000	031-296-017-0000	031-296-019-0000
031-296-020-0000	031-296-021-0000	031-296-022-0000	031-296-023-0000
031-297-001-0000	031-297-002-0000	031-297-003-0000	031-297-005
031-297-006	031-297-007	031-297-008	031-297-010-0000
031-297-011-0000	031-297-012-0000	031-297-014-0000	031-297-015-0000
031-297-016-0000	031-297-017-0000	031-297-018-0000	031-298-001-0000
031-298-002-0000	031-298-003-0000	031-298-004-0000	031-298-005-0000
031-298-007-0000	031-298-008-0000	031-298-009-0000	031-298-011-0000
031-298-012-0000	031-298-013-0000	031-298-014-0000	031-298-015-0000
031-298-017-0000	031-298-018-0000	031-298-019-0000	031-298-020-0000
031-298-021-0000	031-285-001-0000	031-285-002-0000	031-285-003-0000
031-285-004-0000	031-285-006-0000	031-285-007-0000	031-285-008-0000
031-285-009-0000	031-285-010-0000	031-285-012-0000	031-285-013-0000
031-285-014-0000	031-285-015-0000	031-286-001-0000	031-286-002-0000
031-286-003-0000	031-286-004-0000	031-286-005-0000	031-286-006-0000
031-286-008-0000	031-286-009-0000	031-286-010-0000	031-286-011-0000
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031-284-030-000	031-284-031-000	031-284-032-000	031-284-033-000
031-284-034-000	031-284-035-000	031-284-036-000	031-284-037-000
031-284-038-000	031-284-039-000	031-284-040-000	031-284-041-000
031-284-042-000	031-284-043-000	031-284-044-000	031-284-045-000
031-284-046-000	031-284-047-000	031-284-048-000	031-284-049-000
031-284-050-000	031-284-051-000	031-284-052-000	031-284-053-000
031-284-054-000	031-284-055-000	031-284-056-000	031-284-057-000
031-284-058-000	031-284-059-000	031-284-060-000	031-284-061-000
031-284-062-000	031-284-063-000	031-284-064-000	031-284-065-000
031-284-066-000	031-284-067-000	031-284-068-000	

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Name of Owner: Marina Community Partners, LLC

Assessor Parcel Numbers:

031-251-074-000

031-221-021-000

031-282-048-000

031-221-022-000

031-251-075-000

031-282-044-000

031-282-062-000

Name of Owner: Successor Agency to the Marina Redevelopment Agency

Assessor Parcel Number:

031-251-005-000

Name of Owner: Dunes Development LP

Assessor Parcel Number:

031-251-073-000

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4863-9467-3629/202027-0001

ORDINANCE NO. _____

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA, ACTING
IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF
MARINA COMMUNITY FACILITIES DISTRICT NO. 2024-1 (THE DUNES
WEST SIDE SERVICES) AUTHORIZING THE LEVY OF SPECIAL TAXES
WITHIN THE DISTRICT**

An ordinance authorizing the levy of special taxes within the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services) (the "District") pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the Mello-Roos Community Facilities Act of 1982 ("Act") and Chapter 3.35 of the City of Marina Municipal Code.

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

SECTION 1. The City Council finds that:

A. On September 4, 2024, the City Council ("City Council") of the City of Marina ("City") adopted a resolution ("Resolution of Intention") declaring its intention to form the District pursuant to the Act.

B. On October 15, 2024, after providing all notice required by the Act, the City Council opened a noticed public hearing, which public hearing was continued to November 6, 2024 (the "Public Hearing") and was conducted by the City Council as required by the Act, at which the City Council considered the proposed formation of the District, and the proposed levy of a special tax within Tax Zone 1, Tax Zone 2 and Tax Zone 3 of the District to finance certain public services ("Services"), and incidental and administrative expenses to be incurred in connection with financing the Services and forming and administering the District (collectively, the "Administrative Expenses"), each as described in the Resolution of Intention, as such resolution was amended by a resolution of the City Council of the City of Marina adopted on November 6, 2024 (the "Resolution of Formation").

C. At the Public Hearing, all persons desiring to be heard on all matters pertaining to: (i) the proposed formation of the District and (ii) the proposed levy of a special tax within the District to finance the Services and Administrative Expenses were heard and a full and fair hearing was held.

D. On November 6, 2024, the City Council adopted the Resolution of Formation which formed the District and called a special election within the District to be held on January 10, 2024 (or such earlier date as all ballots are received, or such later date as is consented to by the City Clerk of the City), on two propositions for the District relating to the levy of a special tax within the District and the establishment of an appropriations limit within the District.

E. On November 6, 2024, a special election was held within the District at which the qualified electors therein approved by more than a two-thirds vote, Propositions A and B as set forth in Attachment "C" to the Resolution of Formation, authorizing the levy of a special

tax within the District for the purposes described in the Resolution of Formation and establishing an appropriations limit for the District.

F. Section 53340 of the Act requires the adoption of this Ordinance in order to levy the special tax within the District for the purposes described in the Resolution of Formation.

SECTION 2. The City Council hereby authorizes the levy of a special tax within the District. The special taxes shall be levied pursuant to Sections 53328 and 53340 of the Act and Chapter 3.35 of the City of Marina Municipal Code. The special taxes shall be levied on the property within the District at the time of formation thereof, at the rates and in accordance with the rate and method of apportionment of special tax ("Rate and Method") set forth in Attachment "A" to the Resolution of Formation, which is incorporated herein by reference. The special taxes are hereby levied within the District each fiscal year so long as is required to pay for the Services.

SECTION 3. Each of the City Manager of the City (the "City Manager"), the Finance Director of the City (the "Finance Director"), or any other person or persons designated by the City Manager or the Finance Director (collectively, "Authorized Officers"), is hereby authorized and directed each fiscal year to determine the specific special tax rates and amounts to be levied in such fiscal year on each parcel of real property within the District at the time of formation, in the manner and as provided in the Rate and Method. The special tax rate levied on a parcel pursuant to the Rate and Method shall not exceed the maximum rate set forth in the Rate and Method for such parcel, but the special tax may be levied at a lower rate. Each Authorized Officer is hereby authorized and directed to provide all necessary information to the Monterey County Treasurer-Tax Collector and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax within the District, so that the special tax shall be levied and collected in sufficient amounts and at times necessary to satisfy the financial obligations of the District in each fiscal year until a determination by the City Council, acting as the Legislative Body of the District, that the special tax shall no longer be levied to pay for the Services.

SECTION 4. Properties or entities of the state, federal or other local governments shall be exempt from the special tax for the District, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act and Section E of the Rate and Method. "Parcel D" as defined in the Rate and Method is also exempt from the special tax for the District in certain circumstances as described in the Rate and Method. No other properties or entities within the District are exempt from the special tax unless the properties or entities are expressly exempted in the Resolution of Formation, or in a resolution of consideration to levy a new special tax or special taxes, or to alter the Rate and Method or an existing special tax as provided in Section 53334 of the Act.

SECTION 5. All of the collections of the special tax within the District shall be used as provided for in the Act, the Rate and Method, and the Resolution of Formation.

SECTION 6. The special tax within the District shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for *ad valorem* taxes (which procedures include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or

supplemental tax bills), as such procedures may be modified by law or by the City Council from time to time.

SECTION 7. This Ordinance relating to the levy of the special tax shall take effect immediately upon its passage in accordance with Section 25123(c) of the California Government Code, and the specific authorization for adoption is pursuant to the provisions of Section 53340 of the Act, as incorporated by Chapter 3.35 of the City of Marina Municipal Code.

SECTION 8. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional, without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 9. This Ordinance shall be published by one insertion in Monterey Herald, a newspaper of general circulation, printed and published in the City of Marina, within fifteen (15) days after its final passage and shall take effect, and be in force thirty (30) days after its final passage pursuant to Government Code Section 25124.

This Ordinance was introduced at a regular meeting of the City Council of the City of Marina, held on the 6th day of November, 2024, and given its first reading at said meeting. Said Ordinance was given a second reading at a regular meeting of the City Council held on the ____ day of _____, 2024, and after such reading, Councilmember _____ who moved its adoption, seconded by Councilmember _____, said Ordinance was thereupon adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Bruce C. Delgado
Mayor, City of Marina

ATTEST:

Anita Sharp
Deputy City Clerk

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

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

SECTION 1. Shea Homes Limited Partnership, a California limited partnership, and Marina Community Partners, LLC, a Delaware limited liability company (collectively, the “Developer”) have petitioned the City of Marina (the “City”) to create a community facilities district to be designated as “City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services)” (referred to herein as the “District”), to levy a special tax to fund all or a part of the public services (the “Services”) required to maintain infrastructure to be owned by the City or privately owned but available to the public by the Dunes Promenade Commercial Association, a California nonprofit mutual benefit corporation (the “POA”) in the District, which will include street and sidewalk maintenance, curb and gutter maintenance, lighting maintenance, storm drain maintenance, publicly accessible park and landscape maintenance, and publicly accessible restroom facilities.

SECTION 2. The special taxes will be levied by the City within the District under a special tax formula contained in the rate and method of apportionment of special tax (the “Rate and Method”), which establishes different special tax rates for developed property, generally defined as property that has received a building permit for new construction of a residential or non-residential structure (“Developed Property”) and undeveloped property (“Undeveloped Property”).

SECTION 3. The Services include maintenance of certain facilities that will be privately-owned by the POA but which will be made available for use by the public (“Public Use Facilities”). The City and the POA desire to enter into a Services Funding Agreement (the “Services Funding Agreement”) to provide for the allocation of the special tax revenues collected by the District between the City and the POA to pay or reimburse the City and POA for the cost of providing the Services, and certain administrative expenses.

SECTION 4. In order to memorialize this agreement, staff, working with legal counsel, have prepared a form of the Services Funding Agreement to be entered into by the POA and the City (for itself and on behalf of the District), and the City now desires to enter into the Services Funding Agreement with the POA in order to assist with the formation of the CFD.

SECTION 5. In connection with the proposed formation of the District, the City has requested and the Developer has agreed to provide indemnification of the City, including defense costs, in the event of any challenge to the formation of the district, the levy of the special tax, or the election proceedings with respect thereto by a third party. In furtherance thereof the City and Developer have negotiated the terms of an Indemnity Agreement (the “Indemnity Agreement”) and the City now desires to enter into the Indemnity Agreement with the Developer.

SECTION 6. The City Council hereby approves and authorizes the City Manager to execute and deliver the Services Funding Agreement and the Indemnity Agreement, in the respective forms on file with the City Clerk, and to take all actions on his part necessary to implement the Services Funding Agreement and Indemnity Agreement.

SECTION 7. The City Manager, the Finance Director, City Clerk and all other officers of the City are hereby authorized and directed to take all actions and do all things necessary or desirable hereunder with respect to the implementation of the Services Funding Agreement and the Indemnity Agreement, including but not limited to the execution and delivery of any and all agreements, certificates, instruments and other documents, which they, or any of them, may deem necessary or desirable and not inconsistent with the purposes of this Resolution.

* * * * *

I, the undersigned hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the City Council of the City of Marina in a regular meeting assembled on the 6th day of November, 2024, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

City Clerk

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

THIS SERVICES FUNDING AGREEMENT REGARDING THE PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2024-1 OF THE CITY OF MARINA (THE DUNES WEST SIDE SERVICES) (the "Agreement") dated as of November 1, 2024, is entered into by and among the CITY OF MARINA, a chartered municipal corporation organized and existing under the laws and constitution of the State of California (the "City"), on behalf of itself and the District (defined below), MARINA COMMUNITY PARTNERS, LLC, a Delaware limited liability company (the "Owner") and DUNES PROMENADE COMMERCIAL ASSOCIATION, a California non-profit, mutual benefit corporation (the "Association").

R E C I T A L S :

A. The Owner (and related entities) owns and intends to develop land within proposed Community Facilities District No. 2024-1 of the City of Marina (The Dunes West Side Services) (the "District") to be established by the City pursuant to the Mello-Roos Community Facilities Act of 1982 (Section 53311 *et seq.* of the California Government Code) (the "Act") as incorporated into the Marina Municipal Code, with modifications, as Chapter 3.35 of the Marina Municipal Code.

B. The special taxes to be levied by the City within the District (the "Special Taxes") will be used to pay for the maintenance and operation of certain facilities serving the property within the District and related services, consisting generally of the maintenance of streets, sidewalks, curbs and gutters, landscaping, a publicly-accessible park, a publicly-accessible restroom, street lights, decorative lighting and storm drains generally described in the proceedings for the formation of the District and more specifically described in Exhibits A and A-1 to this Agreement (collectively, the "Services").

C. The Special Taxes will be levied by the City within the District pursuant to a special tax formula contained in the rate and method of apportionment of special tax attached hereto as Exhibit B (the "Rate and Method"). The rates at which the Special Taxes will be charged were derived based on an estimated annual budget for the Services, accumulation of capital reserves and annual administrative expenses that has been agreed to by the City, the Owner and the Association and that is attached hereto as Exhibit C (the "Approved Budget"). The Rate and Method establishes different Special Tax rates for developed property, generally defined as property that has received a building permit for new construction of a residential or non-residential structure ("Developed Property"), and undeveloped property ("Undeveloped Property") and provides for annual escalation of the Special Tax rates. (Capitalized terms that are used in this Agreement and not otherwise defined shall have the meanings ascribed to them in the Rate and Method.)

D. It is expected that the City shall be responsible for performing, or contracting for some of the Services, as identified in Exhibit A and Exhibit A-1 and referred to in this Agreement as the "City Services," and the Association shall be responsible for performing, or contracting for the remaining Services, as identified in Exhibit A and Exhibit A-2 and referred to in this Agreement as the "Association Services."

E. The purposes of this Agreement are to: (i) establish the process for calculating the annual levy of the Special Taxes for the Services; (ii) establish the standards to be adhered to by

the City and the Association in performing the City Services and the Association Services, respectively; (iii) provide for the allocation of collected Special Taxes each year for Administrative Expenses, the City Services and the Association Services; and (iv) establish the process for the disbursement of the collected Special Taxes for Administrative Expenses, the City Services and the Association Services.

AGREEMENT

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

Section 1. Recitals. Each of the above recitals is incorporated herein and is true and correct.

Section 2. Calculation of Special Tax Requirement and Allocation of Special Taxes.

(a) The rates of Special Taxes have been derived such that, except as provided below, at the expected buildout of the District, 1.1% of the Special Taxes (as such percentage may be increased to reflect increased County Charge as provided below) shall be available annually to fund the City's costs of administering the levy, collection, and disbursement of the Special Taxes (the "Administrative Portion"), 59.8% shall be available for City Services (the "City Services Portion") and 39.1% shall be available for the Association Services (the "Association Services Portion"). As used herein, the term "Portion" refers to the City Services Portion and/or the Association Services Portion, as applicable given the context.

In order for the City, or its CFD Administrator, to calculate the Special Tax Requirement each fiscal year in accordance with the Rate and Method, no later than April 30 each year, the Association and City shall each prepare and provide to one another and Owner a budget for the following fiscal year (i.e., July 1 through June 30) (each, a "Budget"). Each party shall then have thirty (30) days to review and offer comments on the Budgets as to the compliance of the Budget with the Maintenance Standards (defined below) and the reasonableness or appropriateness of the costs detailed in the Budget.

The parties agree that the Administrative Portion of 1.1% of the Special Taxes assumes that the Administrative Portion includes a County administrative fee currently equal to 0.25% of the Special Taxes (the "County Charge"). The County Charge is retained by the County (not disbursed to the City). In the event the County Charge is increased, the Administrative Portion shall be increased to reflect the increased County Charge and the City Services Portion and Association Services Portion shall be decreased by a like amount, in proportion to their relative Portions of the Special Taxes.

(b) The Association Budget shall include detailed line items of: (i) the expected Annual Costs (defined below) of the Association Services; (ii) the required deposit to the Association Operating Reserve Account (defined below); (iii) any shortfall from the current fiscal year between the collected Special Taxes actually allocated to the Association for Association Services and the actual Annual Costs of the Association Services in the current fiscal year (an "Association Shortfall"); and (iv) the purpose and amount of any proposed expenditures from the Association Operating Reserve Account.

(c) The City Budget shall include detailed line items of: (i) the expected Annual Costs of the City Services; (ii) the required deposit to the City Operating Reserve Account (defined

below); (iii) any shortfall from the current fiscal year between the collected Special Taxes actually allocated to the City for City Services and the actual Annual Costs of the City Services in the current fiscal year (a "City Shortfall"); and (iv) the purpose and amount of any proposed expenditures from the City Operating Reserve Account.

(d) For each fiscal year and prior to August 1 of the fiscal year, the Special Tax Requirement for the levy of the Special Taxes shall be determined by the City and shall equal (i) the amount required to fund Administrative Expenses, not to exceed the Administrative Portion, plus (ii) the sum of the amounts in items (b)(i)-(iii) of the Association Budget and items (c)(i)-(iii) of the City Budget, as such Budgets may be modified pursuant to the review and comment process discussed above, subject in all events to the Rate and Method.

(e) For purposes of this Agreement, the term "Annual Costs," shall mean the reasonable and necessary costs of providing the Services, including, without limitation, contract procurement, management and supervision, utility costs, and daily and periodic maintenance. The calculation of Annual Costs in each Budget shall not include any expenses for improvements that have not yet been completed, or are not reasonably expected to be completed in that or the following fiscal year.

(f) In the event of any dispute with respect to a Budget or any party's failure to submit a Budget that is not resolved prior to the date on which the City is required to set the Special Tax levy for a fiscal year, the City shall set the Special Tax Requirement for the applicable year based on the maximum Administrative Portion, City Services Portion and/or Association Services Portion, as applicable, as permitted under the Rate and Method, to ensure adequate moneys are available to fund the Administrative Expenses and the Services.

(g) In the event a party's Budget does not request the entire Portion to which such party is entitled, the other party shall be entitled to increase its Budget if necessary to fully fund the amounts in 2(b)(i)-(iii) or 2(c)(i)-(iii), as applicable, up to the amount by which the other party's Portion exceeds the amount of Special Taxes requested in the other party's Budget (which shall be in addition to such party's Portion). In such event, for purposes of distributions from the CFD No. 2024-1 Special Tax Account in the applicable fiscal year, such party's Portion shall be deemed to include the additional amount added pursuant to this paragraph.

Section 3. Allocation of Collected Special Taxes; Establishment and Maintenance of Annual Costs and Operating Reserve Accounts.

(a) Prior to the first levy of Special Taxes, the City and Association shall each establish the following separate accounts:

(i) The City shall establish a "CFD No. 2024-1 Special Tax Account" into which all Special Taxes received from the Monterey County Tax Collector shall be deposited;

(ii) The City shall establish an "Administrative Expense Account," "City Annual Costs Account," a "City Operating Reserve Account," and an "Association Operating Reserve Account;" and

(iii) The Association shall establish an "Association Annual Costs Account."

(b) Special Taxes collected each fiscal year and transferred by the County to the City shall first be deposited in the CFD No. 2024-1 Special Tax Account. The amount of expected Administrative Expenses used in the calculation of the Special Tax Requirement, not to exceed the Administrative Portion, shall be deposited in the Administrative Expense Account and disbursed by the City to fund actual Administrative Expenses. All remaining Special Taxes in the CFD No. 2024-1 Special Tax Account shall be disbursed in the following amounts:

(i) The amount in line items 2(c)(i)-(iii) of the City Budget shall be deposited in the City Annual Costs Account and City Operating Reserve Account, as applicable, not to exceed the City Services Portion of the total Special Taxes collected;

(ii) The amount in line items 2(b)(i)-(iii) of the Association Budget shall be deposited in the Association Annual Costs Account and Association Operating Reserve Account, as applicable, not to exceed the Association Services Portion of the total Special Taxes collected;

(iii) The amount remaining in the CFD No. 2024-1 Special Tax Account in excess of the amount disbursed pursuant to 3(b)(i) and (ii) above shall be disbursed to proportionately fund a City Shortfall and/or an Association Shortfall, to the extent not already funded through a disbursement from the CFD No. 2024-1 Special Tax Account pursuant to a City Budget or Association Budget, respectively; and

(iv) Any amount remaining in the CFD No. 2024-1 Special Tax Account after step (iii) shall be deposited proportionately (based on the parties' relative Portions) in the City Operating Reserve Account and Association Operating Reserve Account.

The parties acknowledge that Special Taxes are received by the City periodically and that the City will disburse moneys as provided above over the course of each fiscal year, but shall not be required to disburse moneys more frequently than twice per fiscal year (which is expected to occur following the City's receipt of Special Taxes in December and April in each fiscal year). Such distributions shall be made (following disbursement of the entire Administrative Portion) to the City and Association on a pro-rata, proportional basis, based on the City Services Portion and the Association Services Portion.

(c) Funds may be disbursed from the City Annual Costs Account and the Association Annual Costs Account only to pay or reimburse the actual Annual Costs of the City Services and Association Services, respectively. Funds shall be disbursed from the City Operating Reserve Account and Association Operating Reserve Account, respectively, only to pay or reimburse (a) the Annual Costs of the City Services and/or Association Services to the extent of a shortfall in the Special Taxes collected that fiscal year to meet budgeted Annual Costs and (b) the actual costs of replacing or restoring the improvements that are the subject of the City Services and Association Services, respectively.

(d) The Association shall receive a disbursement from the Association Operating Reserve Account by submitting a request for disbursement (a "Disbursement Request") to the City Manager, or his or her designee, with the following information:

(i) detailed description of the particular Association Services for which the disbursement is required; and

(ii) the actual replacement or restoration costs for which the disbursement is required based on an approved contract or contracts executed by the Association and awarded to the lowest responsible bidder for such work, which contract(s) and documentation shall be provided to the City upon request.

Notwithstanding the foregoing, approval of each Disbursement Request shall be conditioned on the Association's continued provision of public access and use of the publicly-accessible restroom and park improvements that are part of the Association Services. The City will reasonably approve or disapprove each Disbursement Request in writing within thirty (30) days of the submittal of a complete Disbursement Request (including required documentation of actual or proposed expenditures in the form of contract(s) and invoices). The disbursements of funds from the Association Operating Reserve Account shall then be made as payments are required pursuant to the applicable contract(s).

Section 4. Annual Reconciliation and Periodic Reserve Study. By September 1 of each year, the Association and the City shall provide to each other and the Owner an accounting of the actual Annual Costs incurred for the Association Services and City Services, respectively, and the amounts and descriptions of all expenditures from the Association Operating Reserve Account and City Operating Reserve Account in the prior fiscal year. Every five years, the City and Association shall each obtain and provide to one another a third party reserve study (each, a "Periodic Reserve Study") to determine the amounts required in, and timing of, expected disbursements from their respective Operating Reserve Accounts to fund the actual replacement or restoration of the improvements maintained through the City Services and Association Services, respectively, based on the Maintenance Standards. Each Periodic Reserve Study shall serve as the basis for determining when an Operating Reserve Account has been fully funded for the purposes of the annual Budgets provided by the City and Association, respectively, and will be used by the City and Association to plan for capital replacements of facilities which are the subject of the Services.

Section 5. Service Standards. The Budgets shall be based on the level of City Services and Association Services as described in Exhibit D to this Agreement (the "Maintenance Standards"). The Maintenance Standards include annual ongoing services and maintenance as well as the criteria for the replacement of improvements with funds in the respective Operating Reserve Accounts. If a party to this Agreement believes the other party has budgeted for and received Special Taxes sufficient to perform its Services in compliance with the Maintenance Standards but has not performed such Services in compliance with the Maintenance Standards, it shall provide a written notice of such alleged failure including a detailed description of such non-compliance. Subject to available amounts in the City Annual Costs Account, the City Operating Reserve Account, the Association Annual Costs Account, and the Association Operating Reserve Account, as applicable, the party that is purportedly out of compliance shall, within thirty (30) days of such notice, correct or commence to correct such non-compliance or provide written evidence that it is, in fact, in compliance with the Maintenance Standards or that insufficient Special Taxes have been received by such party to perform the Services as described in the notice of non-compliance. The Maintenance Standards may be supplemented or modified through an amendment to Exhibit D approved by the City Manager and Association. Nothing in this Agreement shall be construed to require either party to perform Services except to the extent such Services can be paid for with available Special Taxes deposited to the accounts established for use by the applicable party under this Agreement.

Section 6. Association Services on City Property. Some of the Association Services include the maintenance of improvements within City street right-of-way. The Association shall

enter into a Right-of-Entry Agreement with the City which shall establish the terms and conditions pursuant to which the Association may access City Right-of-Way to perform the Association Services, including insurance and indemnification requirements.

Section 7. Termination. This Agreement shall remain in effect for as long as the District is authorized to levy the Special Taxes and, except as provided below, shall terminate at the end of the final fiscal year in which the Special Taxes are authorized to be levied and all disbursements have been made that are required by this Agreement. If the publicly-accessible restroom and park that are a part of the Association Services are no longer made available for public use, or the Association ceases to provide the Association Services (each, an "Association Event of Default"), the City may elect to terminate this Agreement after written notice to the Association that describes the Association Event of Default in detail and the failure of the Association to cure the applicable Association Event of Default within ninety (90) days following such written notice.

Section 8. Assignment. The Association may assign its interest in this Agreement only to another entity that will perform the Association Services and only with the written consent of the City, which consent shall not be unreasonably withheld.

Section 9. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent permitted by law.

Section 10. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein.

Section 11. Amendments. This Agreement may be amended or modified only by written instrument signed by all parties.

Section 12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 14. No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City, the Association and the Owner, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 15. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 16. Notices. Any notice to be provided pursuant to this Agreement shall be delivered to the following addresses:

City

City of Marina
211 Hillcrest Avenue
Marina, CA 93933
Attn: City Manager
Telephone: (831) 884-1278

Email: llong@cityofmarina.org

Association

Dunes Promenade Commercial Association
c/o RowCal
24600 Silver Cloud Court, Suite 103
Monterey, CA 93940
Attn: Justin Sacoolas
Telephone: (831) 205-5994
Email: justin.sacoolas@rowcal.com

Owner

Marina Community Partners, LLC
90 Tenth Street
Marina, CA 93933
Attention: Don Hofer, Vice President
Telephone: (925) 245-3600
Email: don.hofer@sheahomes.com

The contact information for any party to this Agreement may be changed by written notice to all parties.

Section 17. Commitment of Special Taxes. The Special Taxes are hereby committed for the term of this Agreement to the City and the Association for the funding of Administrative Expenses and Services for the benefit of the residents of the City, in general, and the property owners and residents within the District, provided the Association continues to provide the Association Services and the areas maintained through the Association Services remain publicly-accessible and of benefit to the residents of the City. If the Special Taxes are revoked, repealed or otherwise cancelled, the obligation of the City to provide the City Services and the Association to provide the Association Services shall be terminated.

Section 18. Dispute Resolution. Disagreements or disputes among the parties to this Agreement or possible defaults in the performance of obligations of a party may occur from time to time (each, a "Dispute"). Such Disputes may include, but not be limited to, disagreements with respect to the proposed annual Budget provided by the City or Association, a request for disbursements from the Association Operating Reserve Account, the disbursements from the City Annual Costs Account, City Operating Reserve Account, Association Annual Costs Account or Association Operating Reserve Account, or the Periodic Reserve Studies prepared in accordance with Section 4, or a Party's compliance with the Maintenance Standards pursuant to Section 5. All such Disputes shall be resolved in accordance with the Dispute Resolution Process set forth in Exhibit E to this Agreement.

Section 19. Compliance with Laws. The City and the Association shall each perform the Services in compliance with all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the County, City, or any other political subdivision in which the District is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the District or the Services, including without limitation all applicable state labor standards, public contracting requirements, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Marina Municipal Code, and all applicable disabled and handicapped access requirements. Association, including but not limited to its contractors and subcontractors, shall be responsible to comply with Labor Code Section 1720, et seq., and its implementing regulations, if applicable, regarding the payment of prevailing wages and, if applicable, federal prevailing wage laws (together, the

“Prevailing Wage Laws”), if and to the extent such laws are applicable to the Services. Association shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Laws, and City makes no representation as to the applicability or non-applicability of the Prevailing Wage Laws to the Association Services, or any part thereof. Association hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold City and its officers, employees, agents and representatives harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Association’s acts or omissions pertaining to the compliance with the Prevailing Wage Laws as to the Services.

Section 20. Further Actions. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required information and writing and take any actions as may be reasonably necessary under the terms of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF MARINA

By: _____
City Manager

ATTEST:

City Clerk

DUNES PROMENADE COMMERCIAL
ASSOCIATION, a California non-profit,
mutual benefit corporation

By: _____

MARINA COMMUNITY PARTNERS, LLC,
a Delaware limited liability company

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

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT A
[Description of Services]

The Community Facilities District will fund, in whole or in part, the following services ("services" shall have the meaning given that term in the Mello-Roos Community Facilities Act of 1982), including all related administrative costs, expenses and related reserves:

City Services (as described below and with respect to the areas and facilities depicted in Exhibit A-1)

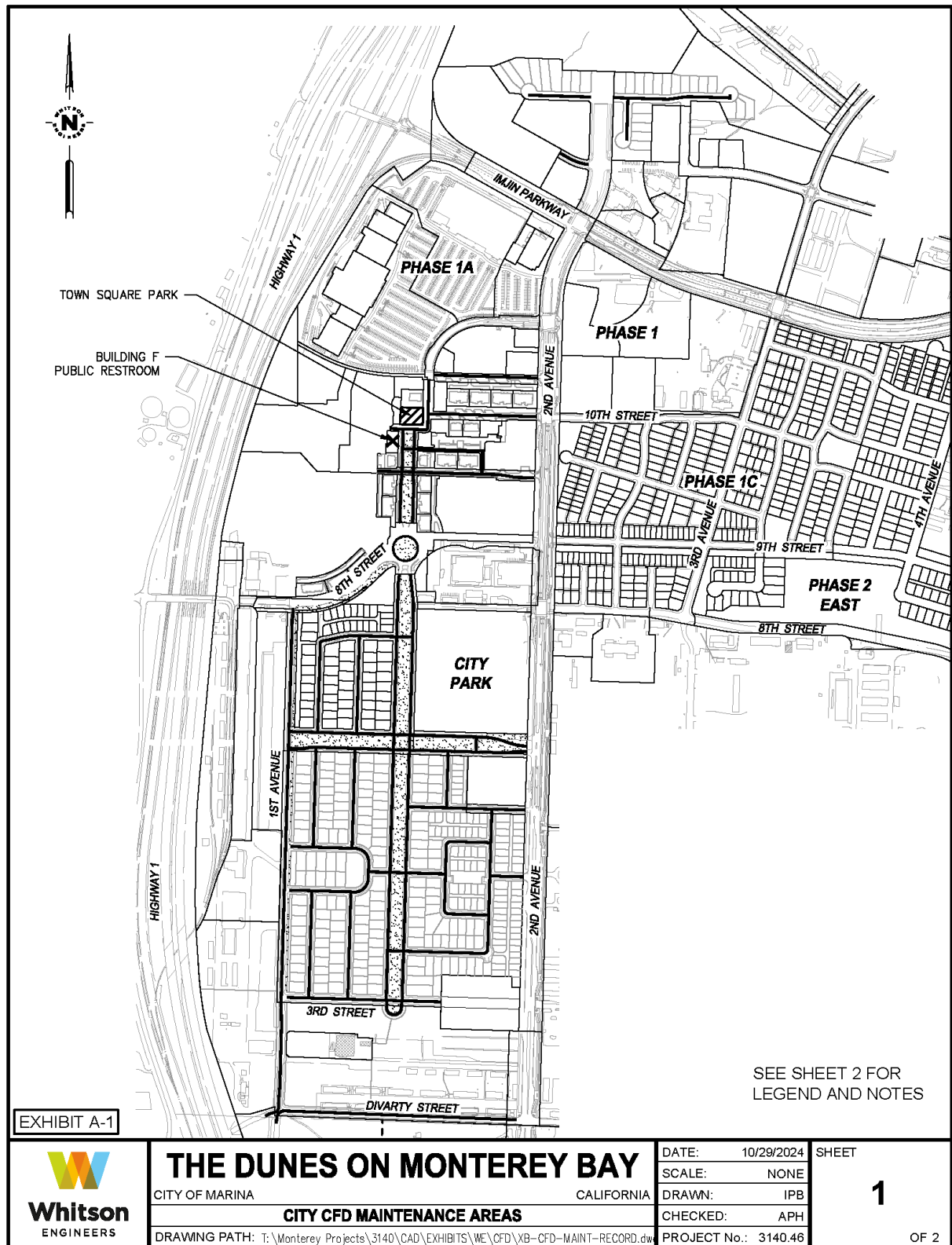
- Street Maintenance
- Sidewalk Maintenance
- Curb and Gutter Maintenance
- Storm Drain Maintenance
- Street Light Maintenance (City standard streetlights within City right of way)

Association Services (as described below and with respect to the areas and facilities depicted in Exhibit A-2)

- Village Square Park Maintenance
- Landscape Maintenance within City Right of Way
- Maintenance of Publicly-Accessible Restroom Facilities
- Decorative Lighting Maintenance

EXHIBIT A-1
[Depiction of City Services]

[See Attached]



LEGEND

STREETS SUBJECT TO CFD #2	
LINEAR PARK/PUBLIC LANDSCAPE (SEE NOTE BELOW)	
TOWN SQUARE PARK	
PUBLIC RESTROOM/ BUILDING F	

DUNES CFD #2 AUTHORIZED SERVICES:

- TOWN SQUARE PARK (COMMERCIAL HOA)
- PUBLIC RESTROOM IN BUILDING F (COMMERCIAL HOA)
- STREETS (AC PAVEMENT AND CONCRETE SIDEWALK) (CITY)
- STORM DRAIN FACILITIES (PIPE AND CHAMBERS) (CITY)
- LIGHTING (WITHIN SUBJECT RIGHT-OF-WAYS) (CITY)

NOTE THAT CITY OWNED LINEAR PARK/PUBLIC LANDSCAPE SHALL BE HOA MAINTAINED WITH THE IRRIGATION & ELECTRIC PAID FOR BY THE CITY (NOT A PART OF CFD)

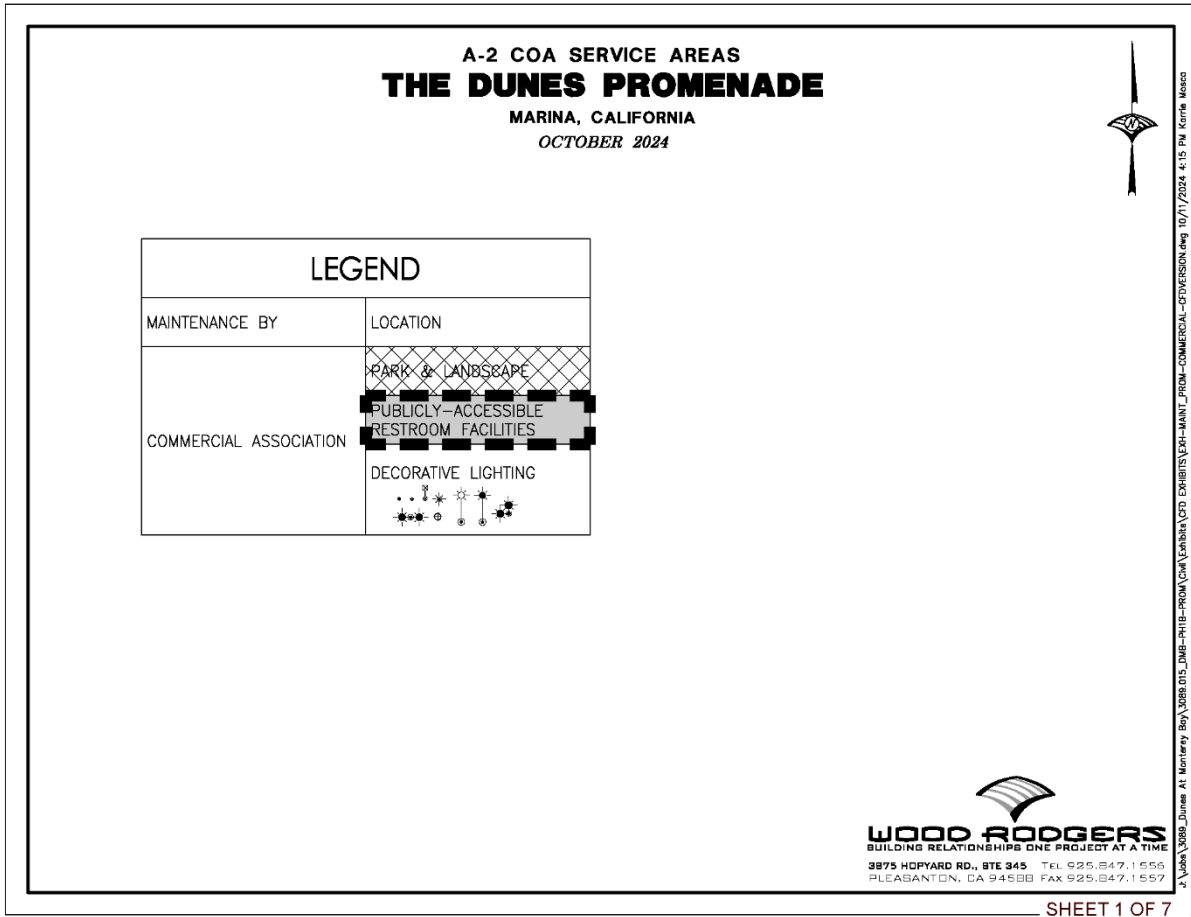
EXHIBIT A-1

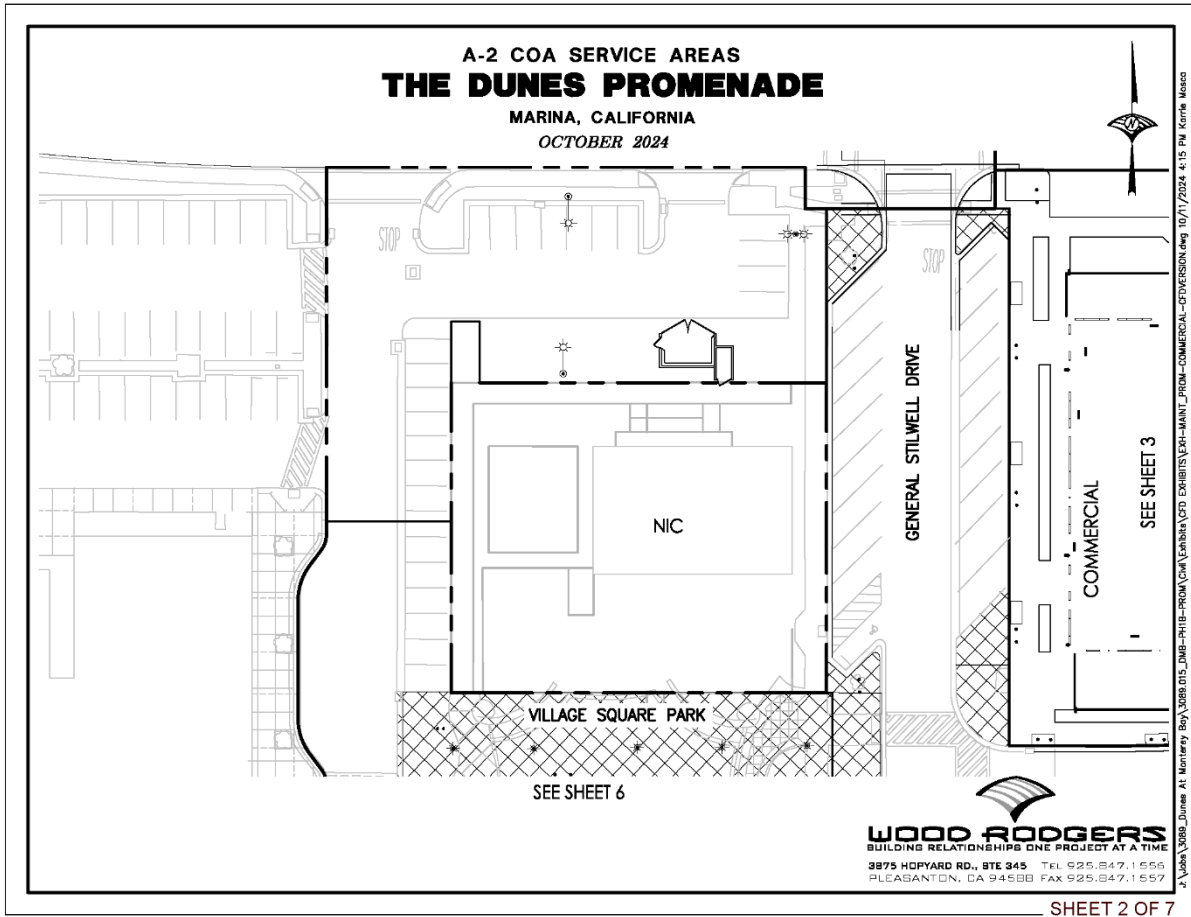
	THE DUNES ON MONTEREY BAY		DATE: 10/29/2024	SHEET 2 OF 2
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	CITY CFD MAINTENANCE AREAS		DRAWN: IPB	
	DRAWING PATH: T:\Monterey Projects\3140\CAD\EXHIBITS\WE\CFD\XB-CFD-MAINT-RECORD.dwg		CHECKED: APH	
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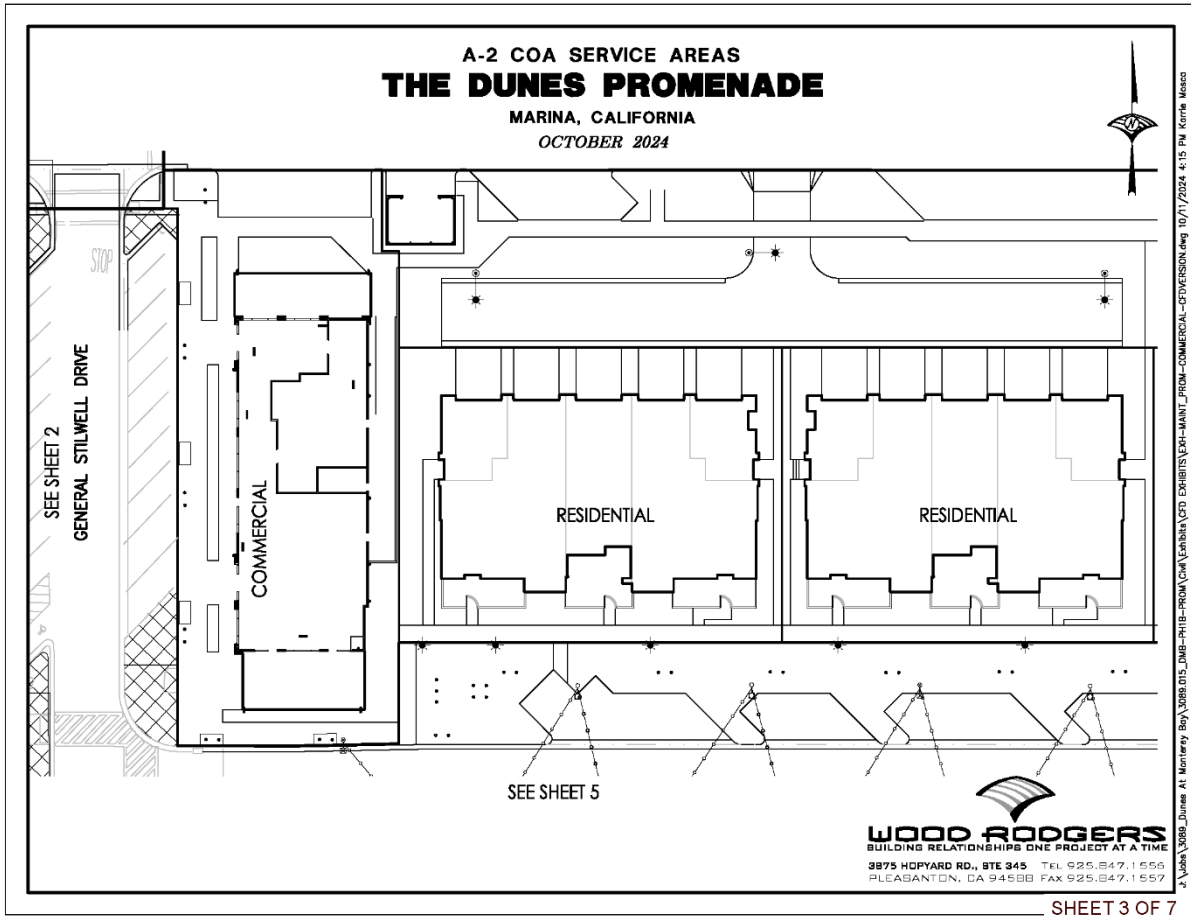
WHITSON ENGINEERS - 6 HARRIS COURT - MONTEREY, CALIFORNIA 93940 - TEL (831) 649-5225 - FAX (831) 373-5065 - WWW.WHITSONENGINEERS.COM

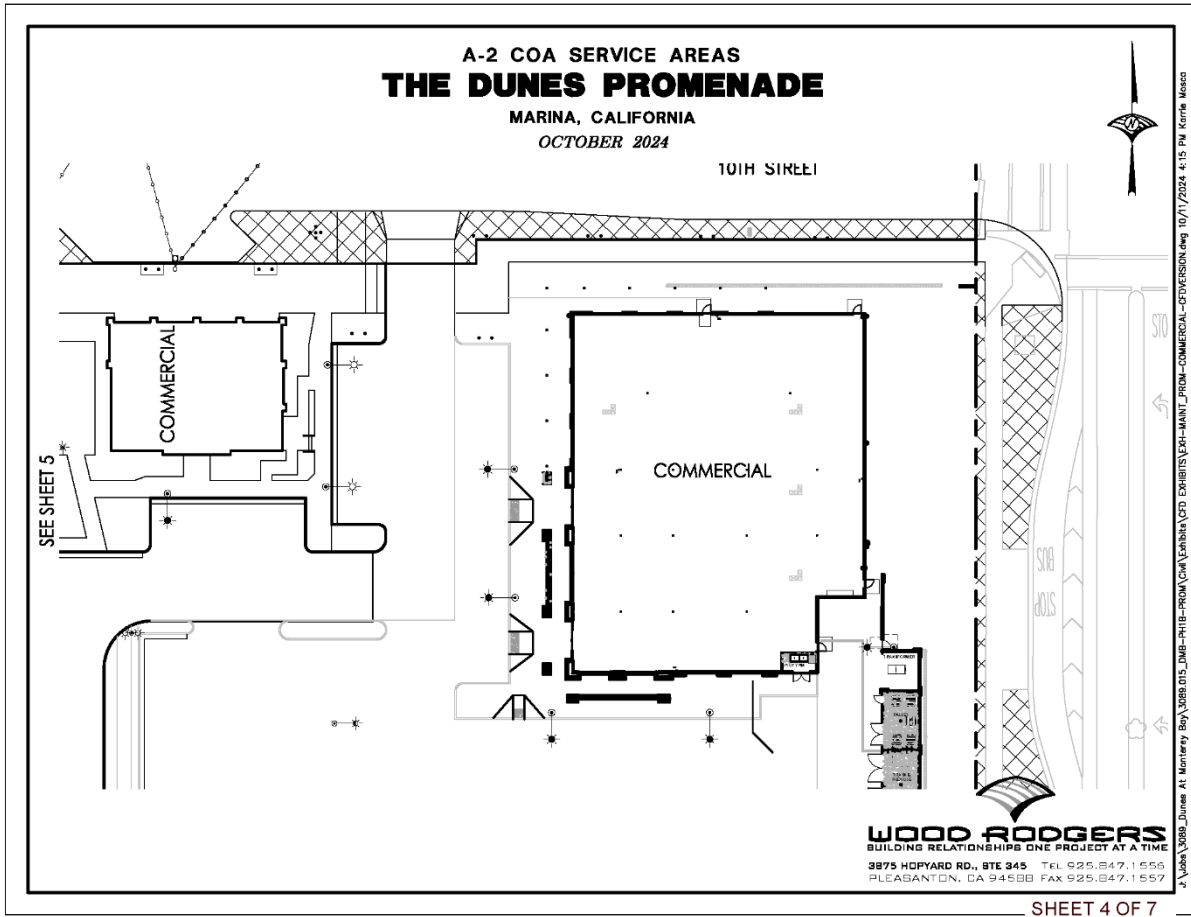
EXHIBIT A-2
[Depiction of Association Services]

[See Attached]

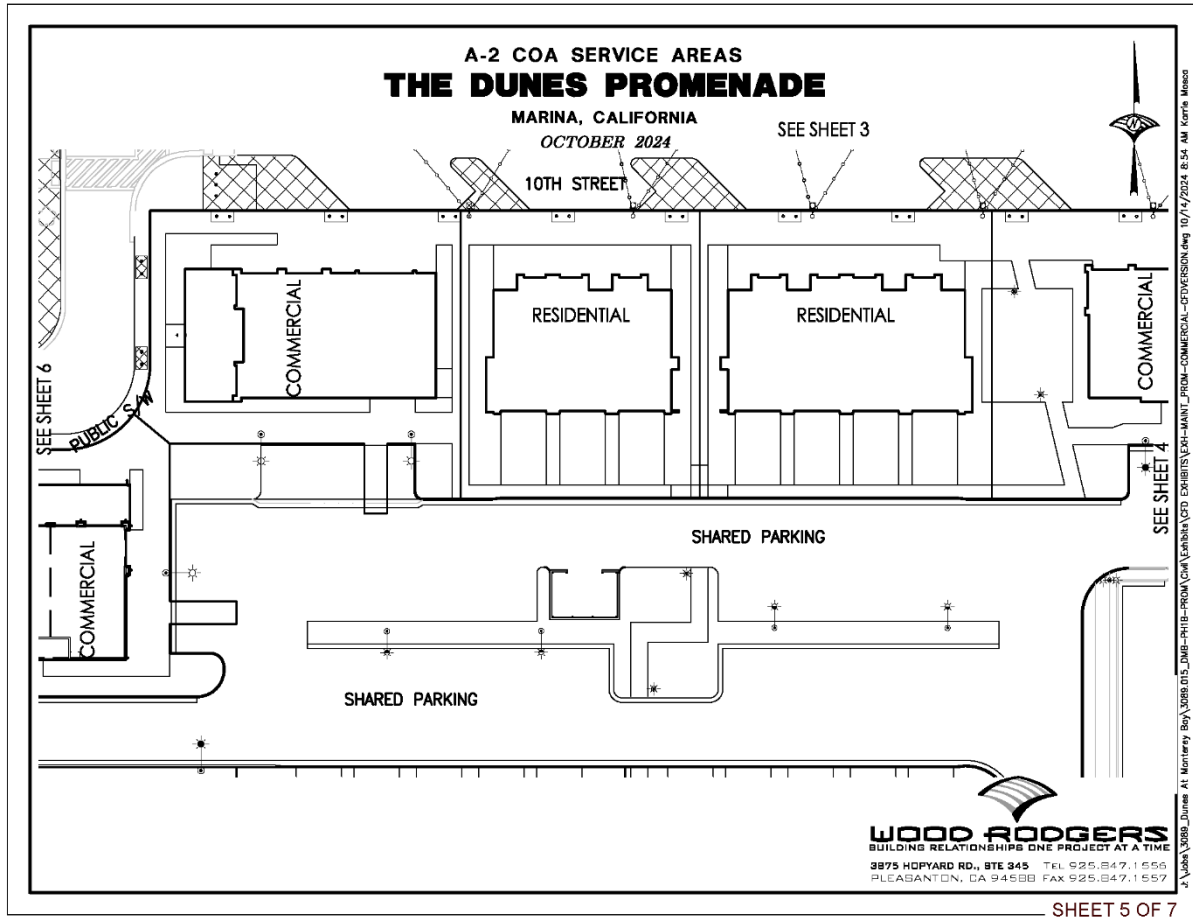


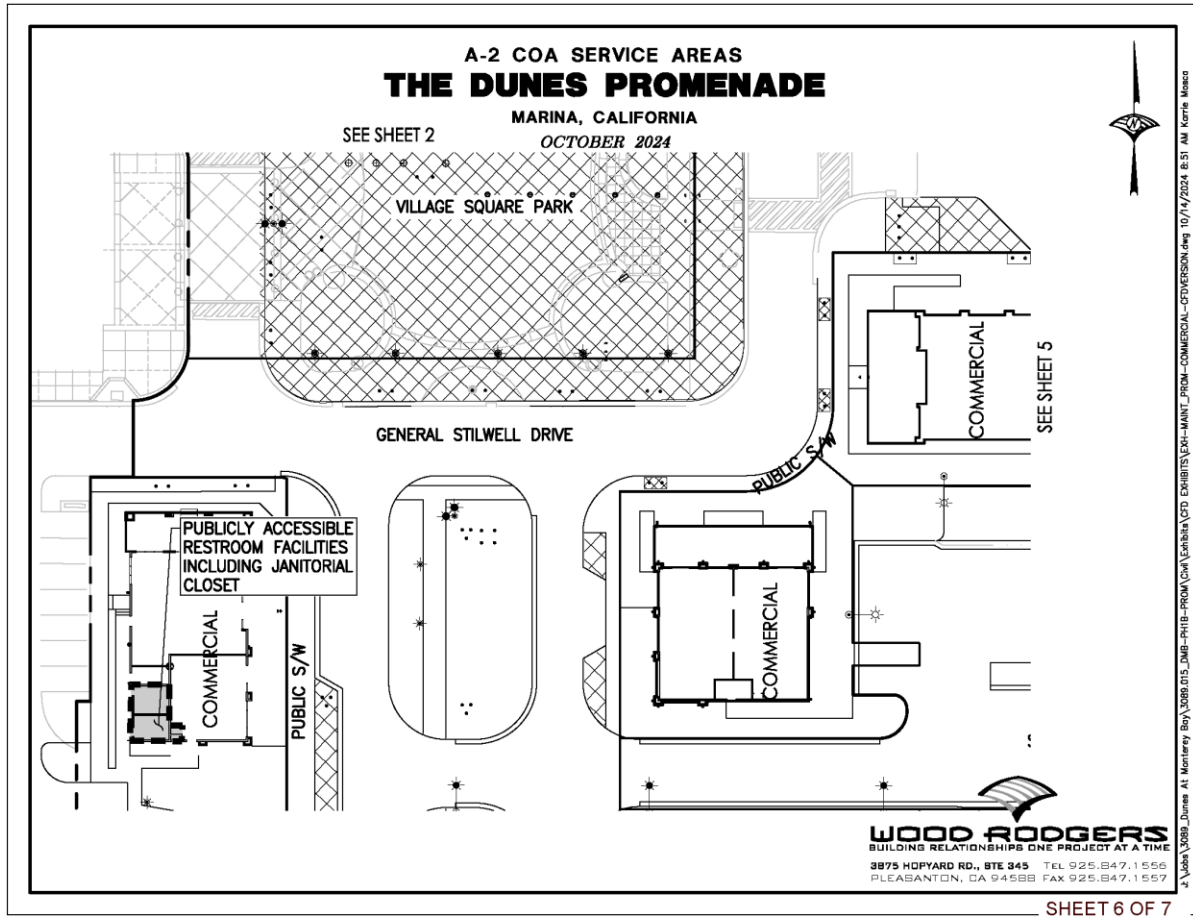






SHEET 4 OF 7





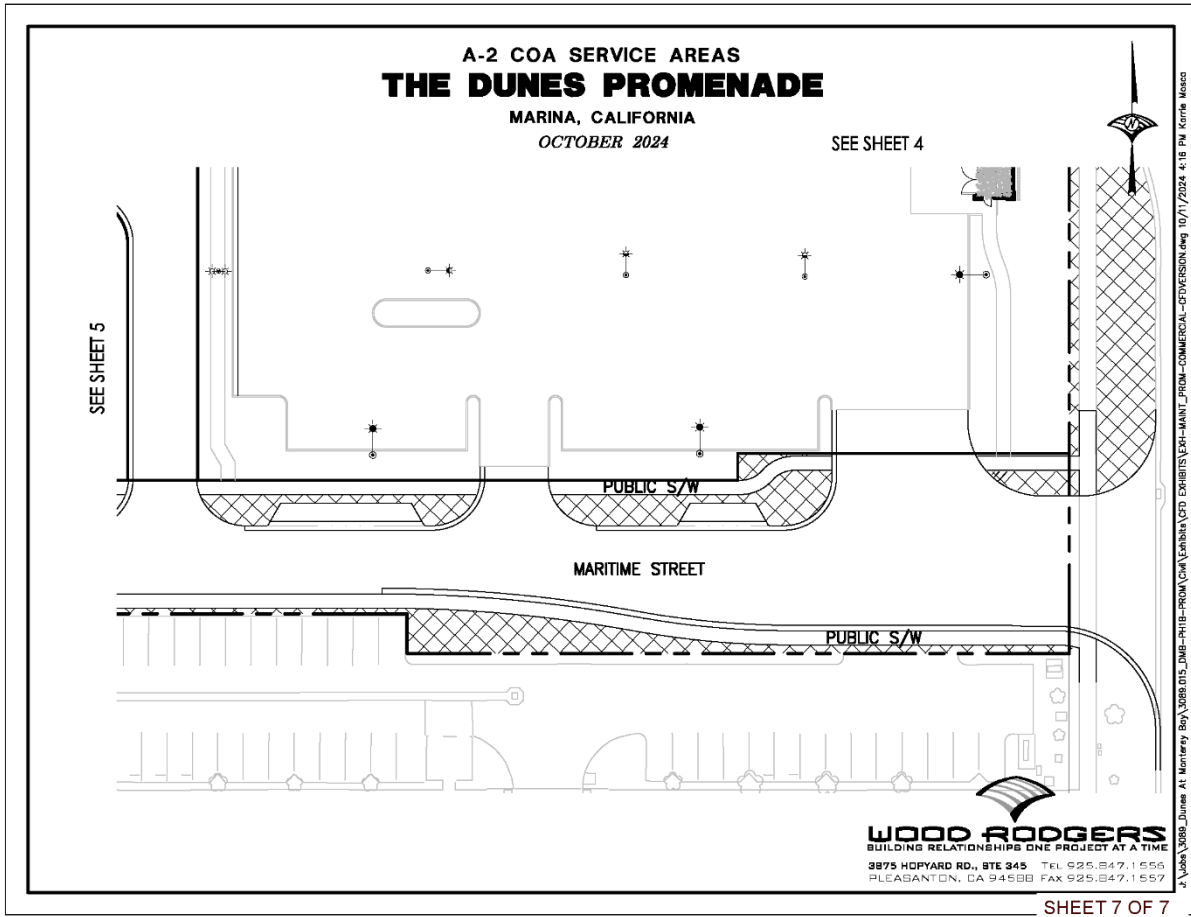


EXHIBIT B
Rate and Method of Apportionment

[See Attached]

EXHIBIT B

**CITY OF MARINA
COMMUNITY FACILITIES DISTRICT No. 2024-1
(THE DUNES WEST SIDE SERVICES)**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services) shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2024-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD, unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to administration of the CFD: the costs of computing the Special Tax and preparing the annual Special Tax collection schedules (whether by the City, a designee thereof, or both); costs of collecting the Special Taxes; costs associated with preparing Special Tax disclosure statements and responding to public inquiries, protests, or appeals regarding the Special Taxes; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City for any other administrative purposes of the CFD, including attorney's fees, costs associated with annexations to the CFD, and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means an official of the City, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means a unique number assigned to an Assessor’s Parcel by the County Assessor for purposes of identifying a property.

“Authorized Services” means the public services authorized to be funded by the CFD as set forth in the documents adopted by the City Council at CFD Formation.

“CFD” or **“CFD No. 2024-1”** means the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services).

“CFD Formation” means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

“City” means the City of Marina.

“City Council” means the City Council of the City of Marina, acting as the legislative body of the CFD.

“County” means the County of Monterey.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure (which shall not include a permit issued solely for construction of the foundation if another permit remains to be issued for vertical construction of the building) was issued prior to June 1 of the preceding Fiscal Year.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the percentage increase, if any, in the Construction Cost Index for the San Francisco region in the twelve (12)-month period ending June 1 of the prior Fiscal Year, as published in the Engineering News Record (or other comparable source if the Engineering News Record is discontinued or otherwise not available), or (ii) four percent (4.0%). If, in any Fiscal Year, it is determined that the Construction Cost Index decreased in the prior Fiscal Year, the Escalation Factor shall be zero, and there shall be no corresponding decrease in the Maximum Special Taxes calculated pursuant to Section C below.

“Final Map” means a final map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410, *et seq.*) that creates individual lots on which a building permit can be issued for construction of Residential Units without further subdivision of the lots.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year.

“Non-Residential Property” means, in any Fiscal Year, all Parcels of Developed Property that are not Single Family Detached Property, Single Family Attached Property, Owners Association Property, Public Property, or Parcel D, except as otherwise set forth in the definition of Parcel D below.

“Owners Association” means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within the CFD.

“Owners Association Property” means, in any Fiscal Year, all Parcels within the CFD that are owned in fee or by easement by the Owners Association, not including any such property that is located directly under a residential structure.

“Parcel D” means the Parcel identified in Fiscal Year 2024-25 by Assessor’s Parcel Number 031-251-074-000 and labeled as “Parcel D” in Attachment 1 hereto. Such Parcel shall remain classified as Parcel D and shall be exempt from the levy of the Special Tax unless and until such time as a building permit is issued for a use other than a hotel or ancillary hotel uses, as determined by the City. In the Fiscal Year following the issuance of such a building permit, and in all following Fiscal Years, the Parcel shall be categorized, as appropriate, as Single Family Detached Property, Single Family Attached Property, or Non-Residential Property, as applicable, and a Special Tax shall be levied on the Parcel pursuant to this RMA.

“Proportionately” means, for Developed Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, “Proportionately” means that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Undeveloped Property.

“Public Property” means, in any Fiscal Year: (i) all Parcels within the boundaries of the CFD that are owned by or irrevocably offered for dedication to the federal government, the State of California, the City, the Successor Agency to the Marina Redevelopment Agency, or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) all Parcels within the boundaries of the CFD that are encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Residential Unit” means an individual single-family detached unit, an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or an individual apartment unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Residential Unit for purposes of this RMA.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property in Tax Zone 2 for which a building permit was issued for construction of a residential structure consisting of two or more Residential Units that share common walls.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property in Tax Zone 2 for which a building permit was issued for construction of a Residential Unit that does not share a common wall with another Residential Unit.

“Special Tax” means any tax levied within the CFD to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) establishment of reserves, (iii) Administrative Expenses, and (iv) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred in prior Fiscal Years.

“Taxable Property” means all Assessor’s Parcels within the boundaries of the CFD that are not exempt from the Special Tax pursuant to law or Section E below.

“Tax Zone” means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. The three Tax Zones in the CFD are identified in Attachment 1 hereto.

“Tax Zone 1” means the area identified as Tax Zone 1 in Attachment 1 of this RMA.

“Tax Zone 2” means the area identified as Tax Zone 2 in Attachment 1 of this RMA.

“Tax Zone 3” means the area identified as Tax Zone 3 in Attachment 1 of this RMA.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property in the CFD that are not Developed Property other than Parcel D, which shall not be subject to the Special Tax levy on Undeveloped Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel Numbers for all Parcels of Taxable Property within the CFD. The Administrator shall also determine: (i) whether each Parcel of Taxable Property is Developed Property or Undeveloped Property, (ii) in which Tax Zone each Assessor’s Parcel is located, (iii) whether each Parcel of Developed Property in Tax Zone 2 or Tax Zone 3 is Single Family Detached Property, Single Family Attached Property, or Non-Residential Property, (iv) whether a building permit has been issued for development of Parcel D and, if so, the expected use of the Parcel based on the building permit, and (v) the Special Tax Requirement for the then-current Fiscal Year.

In any Fiscal Year, if it is determined that (i) a Final Map or parcel map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, (ii) because of the date the Final Map or parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map or parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map or parcel map by determining the Special Tax that applies separately to each

newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or parcel map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property, Tax Zone 1

The Maximum Special Tax for each Parcel of Developed Property in Tax Zone 1 for Fiscal Year 2024-25 is the Maximum Special Tax identified for the Parcel in Attachment 2 of this RMA. On July 1, 2025 and each July 1 thereafter, the Maximum Special Tax amounts in Attachment 2 shall be adjusted by the Escalation Factor. The Maximum Special Tax assigned to each Parcel shall continue to apply to the Parcel regardless of changes in configuration, Acreage, or Assessor's Parcel Number. If two or more Parcels are combined, the Maximum Special Taxes assigned to such Parcels shall also be combined. If a Parcel is subdivided, the Administrator shall determine the appropriate allocation of the Maximum Special Tax to the new Parcels created by the subdivision based on the land uses that are constructed or anticipated to be constructed on each new Parcel.

2. Undeveloped Property, Tax Zone 1

The Maximum Special Tax for each Parcel of Undeveloped Property in Tax Zone 1 for Fiscal Year 2024-25 is the Maximum Special Tax identified for the Parcel in Attachment 2 of this RMA. On July 1, 2025 and each July 1 thereafter, the Maximum Special Tax amounts in Attachment 2 shall be adjusted by the Escalation Factor.

3. Developed Property, Tax Zone 2

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 2 shall be determined by reference to Table 1 below.

Table 1
Maximum Special Tax
Developed Property in Tax Zone 2

Land Use Category	Maximum Special Tax Fiscal Year 2024-25 *
Single Family Detached Property	\$2,305.63 per Residential Unit
Single Family Attached Property	\$1,959.79 per Residential Unit
Non-Residential Property	\$18,974.36 per Acre
Parcel D	\$0 per Acre

* On July 1, 2025, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.

4. Undeveloped Property, Tax Zone 2

The Maximum Special Tax for Undeveloped Property in Tax Zone 2 for Fiscal Year 2024-25 is \$18,974.36 per Acre, which amount shall, on July 1, 2025 and each July 1 thereafter, be adjusted by the Escalation Factor.

5. Developed Property, Tax Zone 3

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 3 shall be determined by reference to Table 2 below.

Table 2
Maximum Special Tax
Developed Property in Tax Zone 3

Land Use Category	Maximum Special Tax Fiscal Year 2024-25 *
Single Family Detached Property	\$2,305.63 per Residential Unit
Single Family Attached Property	\$2,075.07 per Residential Unit
Non-Residential Property	\$6,442.00 per Acre

* On July 1, 2025, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.

6. Undeveloped Property, Tax Zone 3

The Maximum Special Tax for Undeveloped Property in Tax Zone 3 for Fiscal Year 2024-25 is \$1,500 per Acre, which amount shall, on July 1, 2025 and each July 1 thereafter, be adjusted by the Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for that Fiscal Year and levy the Special Tax on all Parcels of Taxable Property as follows:

- Step 1.** The Special Tax shall be levied Proportionately on each Parcel of Developed Property in all three Tax Zones up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement.
- Step 2.** If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property in Tax Zone 1 up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Step 1, is equal to the Special Tax Requirement.

- Step 3.** If additional revenue is needed after Step 2, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property in Tax Zone 2 up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Steps 1 and 2, is equal to the Special Tax Requirement.
- Step 4.** If additional revenue is needed after Step 3, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property in Tax Zone 3 up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Steps 1, 2 and 3, is equal to the Special Tax Requirement.

The Special Tax for the CFD shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD, and the Special Tax shall be equally subject to foreclosure if delinquent. The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

E. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied on Parcels of Public Property or Owners Association Property, except as otherwise provided in the Act. In addition, no Special Tax shall be levied on Parcel D unless and until the Parcel is reclassified as Single Family Detached Property, Single Family Attached Property, or Non-Residential Property.

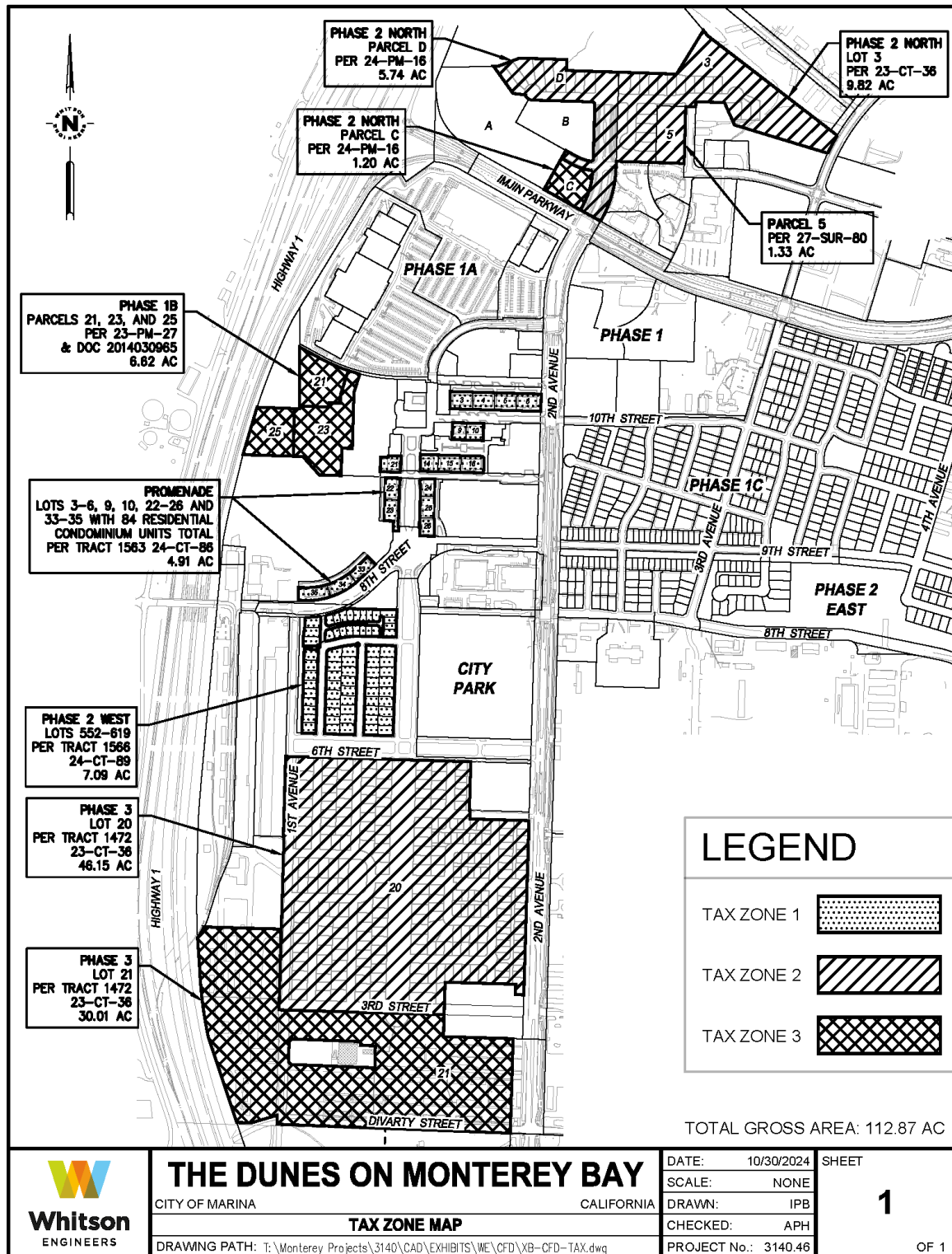
F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by resolution of the City Council for purposes of clarifying any vagueness or ambiguity in this RMA.

ATTACHMENT 1

**City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)**

Identification of Tax Zones



ATTACHMENT 2

**City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)**

**Tax Zone 1
Maximum Special Tax by Parcel**

ATTACHMENT 2

City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)

Tax Zone 1
Maximum Special Tax by Parcel

Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-284-001-000	\$2,305.63
031-284-002-000	\$2,305.63
031-284-003-000	\$2,305.63
031-284-004-000	\$2,305.63
031-284-005-000	\$2,305.63
031-284-006-000	\$2,305.63
031-284-007-000	\$2,305.63
031-284-008-000	\$2,305.63
031-284-009-000	\$2,305.63
031-284-010-000	\$2,305.63
031-284-011-000	\$2,305.63
031-284-012-000	\$2,305.63
031-284-013-000	\$1,959.79
031-284-014-000	\$1,959.79
031-284-015-000	\$1,959.79
031-284-016-000	\$1,959.79
031-284-017-000	\$1,959.79
031-284-018-000	\$1,959.79
031-284-019-000	\$1,959.79
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031-284-028-000	\$1,959.79
031-284-029-000	\$1,959.79
031-284-030-000	\$1,959.79
031-284-031-000	\$1,959.79
031-284-032-000	\$1,959.79
031-284-033-000	\$2,305.63

Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-284-034-000	\$2,305.63
031-284-035-000	\$2,305.63
031-284-036-000	\$2,305.63
031-284-037-000	\$2,305.63
031-284-038-000	\$2,305.63
031-284-039-000	\$2,305.63
031-284-040-000	\$2,305.63
031-284-041-000	\$2,305.63
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031-284-064-000	\$2,305.63
031-284-065-000	\$2,305.63
031-284-066-000	\$2,305.63
031-284-067-000	\$2,305.63
031-284-068-000	\$2,305.63
031-285-001-000	\$2,075.07
031-285-002-000	\$1,844.51
031-285-003-000	\$1,844.51
031-285-004-000	\$2,075.07
031-285-006-000	\$2,075.07
031-285-007-000	\$1,844.51

Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-285-008-000	\$2,075.07
031-285-009-000	\$1,844.51
031-285-010-000	\$2,075.07
031-285-012-000	\$2,075.07
031-285-013-000	\$1,844.51
031-285-014-000	\$1,844.51
031-285-015-000	\$2,075.07
031-286-001-000	\$2,075.07
031-286-002-000	\$2,075.07
031-286-003-000	\$2,075.07
031-286-004-000	\$2,075.07
031-286-005-000	\$2,075.07
031-286-006-000	\$2,075.07
031-286-008-000	\$2,075.07
031-286-009-000	\$2,075.07
031-286-010-000	\$2,075.07
031-286-011-000	\$2,075.07
031-286-012-000	\$2,075.07
031-286-013-000	\$2,075.07
031-286-015-000	\$2,075.07
031-286-016-000	\$2,075.07
031-286-017-000	\$2,075.07
031-286-018-000	\$2,075.07
031-286-019-000	\$2,075.07
031-286-020-000	\$2,075.07
031-296-001-000	\$2,075.07
031-296-002-000	\$1,844.51
031-296-003-000	\$2,075.07
031-296-004-000	\$1,844.51
031-296-005-000	\$2,075.07
031-296-007-000	\$2,075.07
031-296-008-000	\$1,844.51
031-296-009-000	\$2,075.07
031-296-010-000	\$1,844.51
031-296-011-000	\$2,075.07
031-296-013-000	\$2,075.07
031-296-014-000	\$1,844.51
031-296-015-000	\$2,075.07
031-296-016-000	\$1,844.51
031-296-017-000	\$2,075.07
031-296-019-000	\$2,075.07

Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-296-020-000	\$1,844.51
031-296-021-000	\$2,075.07
031-296-022-000	\$1,844.51
031-296-023-000	\$2,075.07
031-297-001-000	\$2,075.07
031-297-002-000	\$2,075.07
031-297-003-000	\$2,075.07
031-297-005-000	\$2,075.07
031-297-006-000	\$2,075.07
031-297-007-000	\$2,075.07
031-297-008-000	\$2,075.07
031-297-010-000	\$2,075.07
031-297-011-000	\$2,075.07
031-297-012-000	\$2,075.07
031-297-014-000	\$2,075.07
031-297-015-000	\$1,844.51
031-297-016-000	\$2,075.07
031-297-017-000	\$1,844.51
031-297-018-000	\$2,075.07
031-298-001-000	\$2,075.07
031-298-002-000	\$1,844.51
031-298-003-000	\$2,075.07
031-298-004-000	\$1,844.51
031-298-005-000	\$2,075.07
031-298-007-000	\$2,075.07
031-298-008-000	\$2,075.07
031-298-009-000	\$2,075.07
031-298-011-000	\$2,075.07
031-298-012-000	\$1,844.51
031-298-013-000	\$2,075.07
031-298-014-000	\$1,844.51
031-298-015-000	\$2,075.07
031-298-017-000	\$2,075.07
031-298-018-000	\$1,844.51
031-298-019-000	\$2,075.07
031-298-020-000	\$1,844.51
031-298-021-000	\$2,075.07

* On July 1, 2025, and each July 1 thereafter, all dollar amounts shown above shall be adjusted by the Escalation Factor, as defined by the RMA.

EXHIBIT C
Approved Budget
(2024\$)

The Dunes @ Monterey Bay
CFD No. 2024 - 1

11/1/2024

Estimated Costs		
Category	Cost	
Street Maintenance	\$	111,987
Sidewalk Maintenance	\$	52,251
Curb & Gutter Maintenance	\$	55,493
Vertical Curb Maintenance	\$	13,565
Decorative Lighting / Street Light Maint.	\$	170,400
Storm Drainage Maintenance	\$	199,802
Maint Cost / Year	\$	603,498 (i)
Commercial Association Items - Costs Included in CFD		
Category	Cost	
Landscaping	\$	164,833
Restroom	\$	4,889
Other Public Facilities	\$	117,259
Replacement Reserve Funding	\$	107,438
Subtotal	\$	394,419
CFD Administration		
City Administrative Costs	\$	4,500
CFD Administration	\$	4,500
County Fee	\$	2,525
	\$	11,525
Total Current CFD Items + COA Items	\$	1,009,442

(i) Budget does not include Del Monte Blvd. Budget does include Bayview west of Del Monte adjacent to Parcel D, or an equivalent street if the westerly portion of Bayview is not constructed.

EXHIBIT D Maintenance Standards

All work to be performed utilizing professional maintenance standards, and conducted by licensed, bonded professional contractors or city staff, as appropriate.

City to maintain maintenance and inspection schedule assigned to staff member and actively managed (include this with annual budget submission).

City Services

- Street Maintenance -
 - Pavement to have surface treatment every 7 years; pavement replacement with new 2" overlay every 21 years.
 - Pot holes to be repaired as soon as possible
 - Replacement reserve – will build up reserves as funding allows
- Sidewalk Maintenance -
 - Hardscape repairs of cracked or damaged area to be filled, ground down, or replaced as soon as possible, unless safety issues dictate immediate repair
 - Replacement reserve – will build up reserves as funding allows
- Curb and Gutter Maintenance –
 - Curb/gutter repairs of cracked or damaged area to be filled or replaced as soon as possible, unless immediate safety issues dictate sooner repair
 - Painting of curbs as needed
 - Replacement reserve – will build up reserves as funding allows
- Storm Drain Maintenance –
 - Storm drain pretreatment devices to be maintained per manufacturer's standards
 - Galleries and blanket drains to be inspected twice a year; cleaned no less than once annually if needed
 - Storm drain catch basins or inlets to be inspected twice per year for debris and silt removal (Fall and Spring) - replace filters on annual basis
 - Streets to be swept on monthly basis to minimize debris in storm drain system
 - Replacement reserve - Storm drain facilities to be replaced as needed (based on regular maintenance schedule, facilities should have a long life cycle)

- Street Light Maintenance -
 - Broken/failed streetlight bulbs, fixtures to be replaced as soon as possible upon notification to City
 - City to retain at least one new replacement streetlight at maintenance yard for replacement if needed
 - Streetlight poles and fixtures cleaned and/or repainted as needed to maintain new appearance

COA Services

- Village Square Park and Landscape Maintenance (including landscaping in City right of way) -
 - To maintain a clean well-kept appearance, maintenance will be performed no less than monthly and include the following:
 - Landscaping ground cover will be edged during the growing season and at other times as needed, along all surfaced areas, walls, fences, tree wells and plant beds.
 - Annual flower beds will be detailed for the removal of dead or faded material. Seasonal flowers will be fertilized on an as needed basis.
 - Trash and plant debris will be removed from landscaped area.
 - Pruning of trees, shrubs and vines includes the removal of dead and diseased branches. Plant material which obstructs sidewalks or encroaches on benches, patio areas, signage, or lighting will be trimmed back, pruned or removed.
 - Turf areas to be mowed or washed off
 - Pavilion surfaces to be washed off/cleaned as needed;
 - Fire pits and fireplace to be inspected for proper function of fire apparatus
 - Benches, seating to be washed off or cleaned
 - Trash and debris to be removed from all areas
 - Publicly accessible trash cans will be emptied multiple times a week or as needed.
 - Pet waste stations will be restocked with bags and pet waste receptacles will be emptied multiple times a week or as needed.
 - Sidewalks and hardscape areas to be pressure washed on a monthly basis or as needed depending on condition
 - Hardscape repairs of cracked or damaged areas to be filled or replaced within 2 weeks of notification to COA, unless safety issues dictate immediate repair
 - Pavilion to be painted at least every 10 years, or as needed based on appearance.

- Publicly-Accessible Restroom Facilities –
 - Restrooms to be inspected daily and cleaned on a minimum of a weekly basis or more frequently as use dictates
 - Damaged fixtures to be replaced within 1 week of notification to COA
- Decorative Lighting Maintenance -
 - Broken/failed light bulbs to be replaced within 1 week of notification to COA.
 - Damaged light fixtures to be repaired within 2 weeks of notification to COA
 - Broken light fixtures beyond repair to be replaced within 1 month of notification to COA

EXHIBIT E
Dispute Resolution Process

1. Notice and Opportunity to Cure. A complaining party shall provide written notice to the other parties setting forth the nature of the Dispute and the actions, if any, required by the other party(ies) to resolve the Dispute.

2. Meet and Confer. Following the submittal of the notice of the Dispute, either party may request a meeting to meet and confer over the alleged Dispute and enter into good faith negotiations and discussions regarding the Dispute and how it might be resolved. The parties through their designated representatives shall meet within ten (10) business days of the request therefore. The parties shall meet as often as may be necessary to resolve the Dispute, but after the initial meeting either party may also terminate the meet and confer process and proceed with a written notice to mediate the Dispute in accordance with Section 3 below.

3. Required Mediation. Following the conclusion of the required meet and confer in accordance with Section 2, and prior to commencement of arbitration pursuant to Section 4 below, either party may request that the Dispute be submitted to non-binding mediation in accordance with the commercial mediation rules of the American Arbitration Association. If the Dispute has not been resolved following such mediation, either party may submit the Dispute to arbitration pursuant to Section 4 below.

4. Arbitration Process.

4.1 General. Any Dispute not resolved informally or through the meet and confer process, including any alleged breach of the Agreement, shall be submitted to binding arbitration. Said arbitration shall be conducted by Judicial Arbitration & Mediation Services, Inc. ("JAMS") in accordance with JAMS' Rules of Practice and Procedure ("JAMS Rules"). Judgment upon any award rendered may be entered in any court having jurisdiction thereof. Unless a different location is required by applicable law, such arbitration shall be conducted at the JAMS office in the County of Monterey. The arbitration and the parties' agreement therefor shall be deemed to be self executing, and if any party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. Notwithstanding the foregoing, (i) if it is determined by any court of competent jurisdiction, by the JAMS arbitrator, or by the agreement of the parties that arbitration shall be held at a location outside of the County and (ii) JAMS notifies the parties that it is unable to provide an arbitrator in the location where the arbitration is to be held, then the matter shall be arbitrated pursuant to the Commercial Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA") through the AAA office closest to the location where the arbitration shall be held.

4.2 Arbitration Rules. Notwithstanding anything herein, the AAA Rules, or JAMS Rules, as applicable, as applied between the parties shall be modified by this Agreement as follows:

(a) Within seven (7) calendar days after its receipt of any demand for arbitration, JAMS or AAA, as applicable, will deliver to the parties a list of three (3) prospective arbitrators. Within seven (7) calendar days after said list is delivered to the parties, each party may then strike one name and shall immediately so inform JAMS or AAA, as applicable, in writing. The remaining person on the list will serve as the designated arbitrator. If more than one name remains, then JAMS or AAA, as applicable, will designate an arbitrator from the remaining names

on the list. If, for any reason, the designated arbitrator should fail or be unable to perform his or her duties of office, then JAMS or AAA, as applicable, shall declare the office vacant and immediately fill it. Said vacancy shall first be filled by JAMS or AAA, as applicable, designating one of the names, if any, remaining on the original list. If there are no names remaining, then said vacancy shall be filled in accordance with the terms and time limits set forth above in this subparagraph for the original designation of an arbitrator.

(b) If any party requests a prehearing conference, said request shall be made no later than seven (7) calendar days after the designation by JAMS or AAA, as applicable, of the chosen arbitrator. Any prehearing conference ordered by the arbitrator shall be scheduled so as not to delay the final outcome and may be ordered in the arbitrator's discretion to be held by telephone.

(c) No settlement or mediation conference or conferences may be ordered unless all parties request same.

(d) All discovery shall be at the sole discretion of the arbitrator, for good cause shown, and conducted in a fashion which will not delay the final outcome. There shall be no discovery as a matter of right, except that the arbitrator shall order a mutual exchange of what it determines to be relevant documents at the request of any party.

(e) Concise prehearing briefs are encouraged. Unless otherwise ordered by the arbitrator, all parties are requested to submit said briefs at least five (5) business days prior to the arbitration hearing.

(f) Within seven (7) calendar days of appointment, the arbitrator shall obtain available hearing dates from all parties and will set a hearing date. The arbitrator shall endeavor to accommodate the schedules of all parties, but in no case will the hearing date be set more than forty five (45) calendar days after the original filing date of the demand for arbitration unless all parties consent, or unless a later scheduling is required by good cause and the rights of any party would be substantially prejudiced by refusal to set a later date. In the event a hearing is set more than forty five (45) calendar days after the original filing date of the demand for arbitration without the consent of all parties, but instead because such a setting is required by good cause and by the necessity to avoid substantial prejudice to a party, then the arbitrator shall nonetheless schedule the hearing for the earliest date which would not substantially prejudice the right of any party. At least fifteen (15) calendar days' notice of the hearing date shall be given to all parties by the arbitrator. The arbitrator shall endeavor to conduct hearings on consecutive days (weekends and holidays excepted) to conclusion without adjournments. Adjournments shall be ordered only upon the consent of all parties or for good cause shown in order to avoid substantial prejudice to any party.

(g) The fees and expenses of the arbitration will be borne equally by the parties. As soon as practicable after selection of the arbitrator, the arbitrator or his/her designated representative shall determine a reasonable estimate of anticipated fees and expenses of the arbitrator and the arbitration, and render a statement to each party setting forth that party's pro-rata share of said fees and expenses. Thereafter, each party shall, within five (5) days of receipt of said statement, deposit said sum with the arbitrator. Failure of any party to make such a deposit shall result in a forfeiture by the non-depositing party of the right to prosecute or defend the claim which is the subject of the arbitration, but shall not otherwise serve to abate, stay or suspend the arbitration proceedings.

(h) In addition to all other relief, the prevailing party in any dispute which proceeds to arbitration hereunder shall also be entitled to an award of its reasonable attorney's fees, fees for witnesses and service of process, experts' fees and expenses ordered by the arbitrator incurred in (i) pre filing negotiation with the losing party, (ii) the arbitration itself, (iii) proceedings in court to confirm or set aside any award, and (iv) efforts to obtain collection of any award or judgment rendered thereupon. Post-award and post-judgment expenses recoverable under this subsection shall not be merged into any award or judgment.

(i) In addition to all other forms of service provided for under the JAMS Rules or AAA Rules, as applicable, any party or counsel for a party which has a facsimile machine which is used as a part of his or its normal business shall be deemed to have consented to service by facsimile transmission.

(j) The arbitrator shall make his or her award no later than seven (7) calendar days after the close of evidence or the submission of final briefs, whichever occurs later.

INDEMNITY AGREEMENT

This Indemnity Agreement (the “Agreement”) is entered into as of October 15, 2024 by and between the City of Marina, a chartered municipal corporation (the “City”) and Marina Community Partners, LLC, a Delaware limited liability company (“MCP”).

RECITALS

A. At the request of MCP and others, and in accordance with the City’s land use entitlements for the development of the property within proposed Community Facilities District No. 2024-1 of the City of Marina (The Dunes West Side Services) (the “CFD”), the City has initiated proceedings for the establishment of the CFD.

B. It is expected that on or after October 15, 2024, the City Council of the City, acting as the legislative body of the CFD, will adopt a resolution establishing the CFD (the “ROF”) and a resolution calling for an election of the qualified electors within the CFD to authorize the special taxes of the CFD and an annual appropriations limit for the CFD (the “CFD Election”).

C. The purpose of this Agreement is for MCP to indemnify and hold harmless the City against actions brought to challenge the formation of the CFD and the authorization of the special taxes of the CFD pursuant to the proceedings for the formation of the CFD and the CFD Election.

AGREEMENT

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

Section 1. Recitals. Each of the above recitals is incorporated herein and is true and correct.

Section 2. Indemnification and Hold Harmless. To the full extent permitted by law, MCP shall indemnify and defend the City and its elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all challenges, including lawsuits or administrative proceedings of any kind, by any third-party to the formation of the CFD and/or the validity, legality or adequacy of the CFD Election (including but not limited to attorneys’ fees and costs) or the levy of special taxes in the CFD (collectively referred to herein as a “Challenge”). In the event the City is served with any Challenge, the City shall provide MCP with notice of the Challenge and a copy of documentation relating to the Challenge. The City shall be entitled to select its own legal counsel, which may be the City Attorney, Stradling Yocca Carlson & Rauth LLP, or other legal counsel of its choosing. MCP shall pay or promptly reimburse the City for any necessary legal cost incurred by City in connection with the defense of any Challenge including, without limitation, reasonable costs incurred by the City Attorney to monitor activities of outside legal counsel. MCP’s obligation to pay the cost of defending the Challenge, including the cost to pay any settlement or judgment, shall extend until such settlement is finalized or such judgment is entered and the terms of the settlement or judgment, as applicable, are completely satisfied.

MCP shall have the right, in its sole and absolute discretion, to negotiate a financial settlement of the Challenge, or appeal any judgment relating to the Challenge. To the extent the terms of a settlement negotiated by MCP require payment (which shall be paid entirely by MCP) but do not require any action by or on behalf of the City, the City shall allow MCP to settle the litigation on whatever terms MCP determines, in its sole and absolute discretion, but MCP shall confer with City before finalizing any such settlement and shall not bind the City to take or refrain from any action or make any payment. MCP shall be liable for any and all costs incurred by the City up to the date any settlement or judgment has been finally satisfied by MCP as provide above, including any necessary costs of implementing or enforcing the settlement or judgment, but shall have no further obligation to the City beyond the payment of those costs. In the event of an appeal, or a settlement offer, the parties shall confer in good faith as to how to proceed. City shall have full discretion to approve or reject any proposed settlement requiring the City to take any action or refrain from taking any action.

Pursuant to Government Code Section 53359, an action challenging the validity of the special taxes of the CFD must be brought within 30 days of the CFD Election. Notwithstanding the foregoing, the indemnity provisions set forth in this Agreement shall terminate 365 days following the CFD Election unless a challenge is brought within such 365-day period.

Section 3. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein.

Section 4. Amendments. This Agreement may be amended or modified only by written instrument signed by all parties.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 6. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 7. No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Owner, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

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

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

Owner: Marina Community Partners, LLC
90 Tenth Street
Marina, CA 93933
Attention: Don Hofer, Vice President
Telephone: (925) 245-3600
Email: don.hofer@sheahomes.com

[Signature Page Follows]

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

CITY OF MARINA

By _____
City Manager

ATTEST:

City Clerk

MARINA COMMUNITY PARTNERS,
LLC, a Delaware limited liability company

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

By: _____
Its: _____

By: _____
Its: _____

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 6, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
RECEIVING A PRESENTATION AND AUTHORIZING THE CITY
MANAGER TO ENTER INTO AN AGREEMENT WITH LEATHERS AND
ASSOCIATES, INC. FOR DESIGN SERVICES, PROJECT MANAGEMENT
SERVICES AND CONSTRUCTION SUPERVISION FOR A NEW
INCLUSIVE PLAYGROUND AT DUNES CITY PARK SUBJECT TO
REVIEW AND APPROVAL BY THE CITY ATTORNEY.**

RECOMMENDATION:

It is recommended that City Council consider:

1. Adopting Resolution No. 2024-, authorizing the City Manager to enter into an agreement with Leathers and Associates, Inc. for design services, project management services and construction supervision for a new inclusive playground at Dunes City Park, not to exceed \$1,707,771.00, subject to review and approval by the City Attorney.

BACKGROUND:

On May 17, 2005, the City Council passed Resolution 2005-130 adopting the University Village Specific Plan. Included in the University Village Specific Plan is the park at the Dunes, now known as Dunes City Park.

Several parks have been planned for development within Marina. On June 21, 2005, City Council passed Resolution 2005-159 Adopting a Negative Declaration and Parks and Recreation Facilities Master Plan. The Master Plan served as the basis for the preliminary planning for the city parks.

Community outreach for parks planning was held on November 13, 2018. The design consultant team retained by the City, Verde Design (Verde), prepared parks concept plans for various City parks, including the Dunes City Park, that were presented to a joint Public Works Commission and Recreation and Cultural Services Commission on February 21, 2019.

On April 9, 2019, Resolution 2019-36 the city council received a presentation and provided comments on several City parks including the Dunes City Park. Comments for this park included space for an inclusive playground.

On January 26, 2023, an on-site Marina community engagement open house was held and was followed by an in-person public presentation in the City Council Chambers. There were 35 and 42 attendees in the community engagement and public presentation, respectively. Participant questions and comments were received at the community engagement event as well as through the email address created specifically for this project.

On March 16th, 2023, the Public Works Commission received a presentation and provided input on the Dunes City Parks concept options.

On March 21, 2023, the City Council received a presentation on the various concept options and approved Option 2.

On February 6, 2024, the City Council received a presentation and approved the specific program elements, which includes a great lawn, fitness court, multicourt, basketball court, sand volleyball court, tennis courts, a restroom, and an expansive inclusive playground, see **EXHIBIT A**.

ANALYSIS:

The approved Phase I programming at Dunes City Park includes a great lawn, fitness court, multicourt, basketball court, sand volleyball court, tennis courts, a restroom, and an expansive inclusive playground.

The vision for the playground is a state of the art, custom designed, inclusive playground approximately 30,000-38,000 square feet.

This playground will break the mold of traditional, manufactured playgrounds by creating one that is custom designed, community built, and unique to the ideas and dreams of Marina youth and their families.

Each Leathers and Associates, Inc. playground is one-of-a-kind and reflects the community in which it is built. Designs are inspired by natural and historic features, local traditions, architecture and the ideas and imagination of local youth.

Leathers and Associates are leaders in accessible play. Their designs include features for children and adults with mobility limitations, sensory processing disorders, visual and auditory impairments, and developmental and cognitive delays. Their designs utilize equipment with different levels of challenge, providing play opportunities for children of all abilities, which fosters cooperative, social, and shoulder-to-shoulder play.

Additionally, Leathers and Associates are one of a few firms that supports projects in which the community actually builds the playground on site. Under the supervision of construction consultants, hundreds of volunteers will work side-by-side to build the playground from the ground up – all within the span of approximately 2 weeks.

This approach drives community engagement and pride as every volunteer will take ownership of this new and exciting playground.

Together, the City of Marina and Leathers and Associates will create one of the largest inclusive playgrounds in California which will not only serve Marina but will become a destination, drawing families from the region and potentially the entire state.

FISCAL IMPACT:

Total estimated expenditure is \$ 1,707,771.00.

This is an approved CIP project (QLP 2017) with an available funding amount of \$ 9.9 M to complete Dunes City Park, including the inclusive playground.

California Environmental Quality Act (CEQA)

The presentation and providing input for Dunes City Park 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,

Andrea Willer, Ed.D.
Recreation & Cultural
Services Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-, RECEIVING A PRESENTATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LEATHERS AND ASSOCIATES, INC. FOR DESIGN SERVICES, PROJECT MANAGEMENT SERVICES AND CONSTRUCTION SUPERVISION FOR A NEW INCLUSIVE PLAYGROUND AT DUNES CITY PARK SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, On May 17, 2005, the City Council passed Resolution 2005-130 adopting the University Village Specific Plan. Included in the University Village Specific Plan is the park at the Dunes, now known as Dunes City Park; and

WHEREAS, several parks have been planned for development within Marina. On June 21, 2005, City Council passed Resolution 2005-159 Adopting a Negative Declaration and Parks and Recreation Facilities Master Plan. The Master Plan served as the basis for the preliminary planning for the city parks; and

WHEREAS, community outreach for parks planning was held on November 13, 2018. The design consultant team retained by the City, Verde Design (Verde), prepared parks concept plans for City various parks, including the Dunes City Park, that were presented to a joint Public Works Commission and Recreation and Cultural Services Commission on February 21, 2019; and

WHEREAS, on April 9, 2019, Resolution 2019-36 the City Council received presentation and provided comments on several city parks including the Dunes City Park, and

WHEREAS, on January 26, 2023, an on-site Marina community engagement open house was held and was followed by an in-person public presentation in the City Council Chambers. There were 35 and 42 attendees of the community engagement and public presentation, respectively. Participant preferred option, questions and comments were received at the community engagement as well as through the email address created specifically for this project; and

WHEREAS, on March 16th, 2023, the Public Works Commission received a presentation and provided input on the Dunes City Parks concept options; and

WHEREAS, on March 21, 2023, the City Council received a presentation on the various concept options and approved Option 2; and

WHEREAS, during the City Council retreat to review FY 2023-2025 budget, the City Council decided to remove the ballfield at the Dunes City Park and fund the refurbishment of Preston Park. This decision triggered a redesign on the previously approved Option 2 of the Dunes City Park; and

WHEREAS, On February 6, 2024, the City Council received a presentation and approved the program elements to be included, see **EXHIBIT A**, which includes a great lawn, fitness court, multicourt, basketball court, sand volleyball court, tennis courts, a restroom, and an expansive inclusive playground; and

WHEREAS, the Dunes City Park Project is included in the Capital Improvement Program budget, QLP 2017 and is fully funded at \$9.9 million; and

WHEREAS, the City of Marina desires a state-of-the-art, custom designed, community built, inclusive playground approximately 30,000-38,000 square feet; and

WHEREAS, Leathers and Associates Inc. are leaders in state-of-the-art, custom designed, community built, inclusive playgrounds.

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

1. Authorize the City Manager to enter into an agreement with Leathers and Associates, Inc. for design services, project management services and construction supervision for a new inclusive playground at Dunes City Park, not to exceed \$1,707,771.00, 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 duly held on the 6th day of November 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

EXHIBIT A



Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 6, 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
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Fiscal Year 25/26 Stormwater Program Budget

Permit Year 12, Program Costs & Annual Reporting	\$ 85,250.00
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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 6th day of November 2024, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

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 therefrom.

11. Disclosure. Contractor may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Indemnification & Hold Harmless.

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, defend (with independent counsel reasonably acceptable to the City) and hold harmless City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities"), where same arise out of the performance, 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 statutes 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.

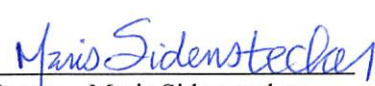
24. **Force Majeure.** Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Contractor's or the City's control. Such causes include 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 or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. **Attorney's Fees.** In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.
26. **Successors and Assigns.** All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.
27. **Authority to Enter Agreement.** Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.
28. **Waiver.** A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.
29. **Severability.** Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.
30. **Construction. References. Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.
31. **Advice of Counsel.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.
32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
33. **Time.** Time is of the essence in this contract.
34. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. 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.

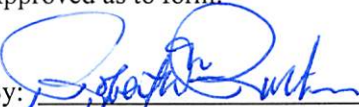
CITY OF MARINA

CONTRACTOR

By:  By: 
Name: Layne P. Long Name: Maris Sidenstecker
Its: City Manager Its: Project Manager

Date: 5/4/17 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				Scope of Services By	Anticipated Deliverables	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:				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 (<i>posters, brochures, and link to online BMP in English and Spanish</i>).		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 (<i>groundwater and coastal areas</i>). 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 (<i>print, radio, movie ad</i>) in applicable languages. Recommend substituting TV ad approach (<i>from MRSWMP</i>) to radio ads (<i>English and Spanish</i>) and digital movie ad (<i>already produced</i>) 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
Incurred in FY 17/18 Budget										
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



Reference				Permit Element / Time Schedule / BMP Classification	Scope of Services By	Anticipated Deliverables	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:			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 illicit 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		Scope of Services By (#3 RFP/D2)	Anticipated Deliverables (RFP # 5 / D4)	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall: (RFP # 4 - D3)				Est Hrs	Rate	PY-4 2016/17
n/a	n/a	(RFP # 2 / D1)					(RFP # 5 / D4)	(RFP # 8 / E1)		
30	E.11.a/c	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 data) 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		Scope of Services By	Anticipated Deliverables	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:				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)

<u>Title</u>	<u>Hourly Rate</u>
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)

<u>Title</u>	<u>Hourly Rate</u>
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														EXHIBIT B TO STAFF REPORT				
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					
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]													
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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>i.e. farmers market, Marina Earth Day, Labor Day, Veteran's Day Celebration, Marina Tree and Garden events, etc.</i>) 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 (<i>posters, brochures, and link to online BMP in English and Spanish</i>).	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 (<i>groundwater and coastal areas</i>). 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>i.e. train the trainer</i>) 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 (<i>print, radio, movie ad</i>) in applicable languages. Recommend substituting TV ad approach (<i>from MRSWMP</i>) to radio ads (<i>English and Spanish</i>) and digital movie ad (<i>already produced</i>) 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				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	
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 (<i>at least 4 events annually</i>), 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							

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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 cost 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	

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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.																

Mayor and Members of the
City Council

City Council Meeting
of November 6, 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 10.46¹ – *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.²³ 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 Division⁴.

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>

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?



Cypress Knolls US EPA Brownfield Grants

November 6, 2024

City Council

Guido F. Persicone, Community Development Director, AICP



Introduction to the Cypress Knolls Property

- 188 acres
- Previously Developed as Military Housing
- Previously Approved 844 Senior Housing Project with Community Center, RV Storage and Open Space
- Site Contains Existing Road System and Remnants of Fort Ord Housing in Hazardous Condition
- Site Contains Natural Topography and Endangered Gilia Plant Species



Cypress Knolls Redevelopment Vision

- The City intends to develop the site into “Missing Middle” housing to provide up to 2,000 residences that are affordable for middle-income workers and families
 - Anticipated to result in job creation, reduce greenhouse gas emissions associated with long commutes, promote a long-lasting diverse local community, and identify potential opportunities for natural resource amenities
- Abatement of hazardous building materials associated with the deteriorating barracks is cost prohibitive
 - Cost estimates for hazardous materials abatement are upwards of \$20,000,000
- Pursuing grants to support site preparation for redevelopment is a critical next step



Recent Background

- **2022–2023:** Worked with APA committee on Visioning and Charette to restart the process including charettes and a joint Planning Commission/City Council meeting
- **Fall 2023:** Unsuccessful attempt at REAP 2.0 funds with AMBAG for Cypress Knolls
- **December 2023:** Site visit by Congressman Jimmy Panetta
- **January–November 2024:** Awarded a \$300,000 US EPA Targeted Brownfield Assessment (“TBA”) Grant to investigate hazardous building materials and soil impacts within approximately 1/3 of the Cypress Knolls area
- **Fall 2024:** Preparing applications for two competitive US EPA Brownfield Grants.
 - **Community-wide Assessment Grants:** These grants fund the assessment of brownfield sites to determine the extent of contamination and the necessary cleanup actions. This helps communities understand the environmental conditions of the property and plan for its future use.
 - **Cleanup Grants:** Once a site has been assessed, cleanup grants provide financial support for the actual remediation efforts needed to address contamination. This can involve soil removal, hazardous building material abatement, or other remediation techniques necessary to make the site safe for redevelopment.



US EPA Grant Details

The US EPA Brownfield grant program is a critical initiative aimed at addressing the challenges posed by brownfield sites—properties that may be contaminated with hazardous substances, pollutants, or other environmental concerns.

- **Community-wide Assessment Grants:**

- May request up to \$500,000 to assess sites contaminated by hazardous substances.
- If awarded, this grant would be used to continue investigation of hazardous building materials and potential soil impacts within the Cypress Knolls area.

- **Cleanup Grants:**

- Only ten (10) offered nationwide up to 5 million dollars. Required to inform the public of this grant and to solicit input from the community. This Council meeting serves as a public community forum.
- If awarded, the Cleanup Grant would be used to perform hazardous materials abatement (i.e., removal and disposal) of up to 64 deteriorating barracks impacted by hazardous materials.

By funding these initiatives, the EPA aims to stimulate economic development, create jobs, and improve public health and environmental conditions. Redeveloping brownfield sites can lead to increased property values, enhanced community aesthetics, and the provision of new recreational spaces, housing, and businesses.



Letters of Support



COMMITTEE ON
WAYS AND MEANS
SUBCOMMITTEE ON TRADE

COMMITTEE ON
ARMED SERVICES
SUBCOMMITTEE ON INTELLIGENCE
AND SPECIAL OPERATIONS

COMMITTEE ON
SPACESHIP
AND PROTECTION FORCES

COMMITTEE ON
BUDGET

CHIEF DEPUTY WHIP

United States House of Representatives
19th Congressional District, California
Jimmy Panetta

WASHINGTON, DC OFFICE:
304 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515

SOUTH SAN JOSE OFFICE:
849 BLOSSOM HILL ROAD, SUITE 209
SAN JOSE, CA 95123

SANTA CRUZ OFFICE:
701 OCEAN STREET, ROOM 318C
SANTA CRUZ, CA 95060

MONTEREY OFFICE:
1200 AQUILINO ROAD, SUITE 003
MONTEREY, CA 93940

PASO ROBLES OFFICE:
609 PINE STREET
PASO ROBLES, CA 93346

September 9, 2024

Mrs. Martha Guzman Aceves
Administrator
United States Environmental Protection Agency Region 9
1337 S. 46th St Bldg. 201
Richmond, CA 94804

Dear Ms. Guzman-Aceves:

I write in support of the City of Marina's application to the U.S. Environmental Protection Agency (EPA) Brownfield Program to support cleanup activities at the Cypress Knolls site located on the former Fort Ord at Assessor's Parcel Number (APN 031-201-005).

There are 220 former U.S. Army barracks located on the Cypress Knolls property, which was part of the former Fort Ord that was closed by the U.S. Army in 1994. As was common practice at the time, the U.S. Army used asbestos-containing materials for pipes, flooring, roofing, and cement. While the use of toxic asbestos in new construction ended by the late 1970s, it remained present at U.S. Army installations for decades. Lead-based paint was also widely used when the barracks were constructed and are likely present throughout Cypress Knolls. Preliminary costs for the hazardous building materials abatement and demolition of the barracks are estimated to be 15-25 million dollars, which prohibits the City from acting at the site without financial assistance.

If awarded Brownfield Cleanup funding, the City of Marina will begin asbestos-containing materials, lead-based paint, and other hazardous building materials abatement within the barracks. This will support the redevelopment of Cypress Knolls into a "Missing Middle" housing development for local first responders, nurses, and teachers.

The City of Marina's redevelopment vision for Cypress Knolls will provide multiple benefits to local and regional communities and create opportunities for current and future generations to continue to live sustainably in the area, provide greater diversity and access to a variety of housing types, and enhance quality of life for residents to live and work in the City of Marina.

STATE CAPITOL
P.O. BOX 942649
SACRAMENTO, CA 94269-0030
(916) 319-2650

DISTRICT OFFICES
857 SANTA ROSA STREET
SAN LUIS OBISPO, CA 93401
(805) 549-3001

PACIFIC STREET, SUITE 575G
MONTEREY, CA 93940
(831) 649-2832

Assembly
California Legislature

DAWN ADDIS
ASSISTANT MAJORITY LEADER ON POLICY AND RESEARCH
ASSEMBLY MEMBER, THIRTIETH DISTRICT

COMMITTEES
EDUCATION
GOVERNMENTAL
MILITARY AND VET
WATER, PARKS, AN

September 9, 2024

Mrs. Martha Guzman-Aceves
Region 9 Administrator
United States Environmental Protection Agency
1337 S 46th St Bldg. 201,
Richmond, CA 94804

RE: EPA Brownfield Cleanup Grant

Dear Mrs. Guzman-Aceves,

The City of Marina requests assistance from the United States Environmental Protection Agency (EPA) Brownfield Program to support cleanup activities at the Cypress Knolls site located in the southern portion of Marina at Assessor's Parcel Number (APN) 031-201-005. Based on the information provided, I believe that the project is highly competitive for this grant application.

Currently, 220 former United States Army barracks are located on the Cypress Knolls property. As was a common practice at the time, the US Army used asbestos-containing materials for pipes, flooring, roofing, and cement. While the use of asbestos in new construction ended by the late 1970s, it remained present in Army installations decades later. Lead-based paints were also widely used when the army barracks were constructed and are likely present throughout Cypress Knolls. Preliminary cost estimates for the hazardous building materials abatement and demolition of the barracks have been approximately 15 million dollars, which is prohibiting the City from taking action at the site without financial assistance.

The City of Marina is applying for an EPA Brownfield Cleanup Grant to support asbestos-containing materials, lead-based paint, and other hazardous building materials abatement within the barracks to support the redevelopment of Cypress Knolls into a "Missing Middle" housing development for our local first responders, nurses, and teachers. As the Assemblymember for Assembly District 30, I support the City of Marina's grant application, as it will provide much-needed housing for workers in the greater Monterey peninsula region, and reduce hazardous materials released into the environment from the dilapidated structures that are a blight to the community.

PILO OFFICE
FREET, SUITE 8720
SANTO, CA 95014
(916) 651-4017
(916) 651-4917

EV DISTRICT OFFICE
STREET, SUITE 575-F
REY, CA 93940
(831) 857-6315
(831) 857-6320

PARO DISTRICT OFFICE
STREET, SUITE 201
OBISPO, CA 93401
(805) 549-3784
(805) 549-3779

IZ DISTRICT OFFICE
STREET, SUITE 318A
CRUZ, CA 95060
(831) 425-0401
(831) 425-0124

SUNTY SATELLITE OFFICE
(808) 847-6101

California State Senate

**SENATOR
JOHN LAIRD**
SEVENTEENTH SENATE DISTRICT

COMMITTEES
BUDGET SUBCOMMITTEE
(EDUCATION)
CHAIR

JOINT COMMITTEE ON RULES
VICE CHAIR

JOINT LEGISLATIVE
AUDIT COMMITTEE
VICE CHAIR

BUDGET & FISCAL REVIEW
JUDICIARY
LABOR, PUBLIC EMPLOYMENT
& RETIREMENT
NATURAL RESOURCES & WATER
RULES

September 9, 2024

Mrs. Martha Guzman Aceves
Region 9 Administrator
United States Environmental Protection Agency
1337 S. 46th St. Bldg. 201
Richmond, CA 94804

RE: EPA Brownfield Cleanup Grant

Ms. Guzman Aceves:

As the senator representing California's 17th Senate District and former CA Secretary of Natural Resources, I am pleased to express my strong support for the United States Environmental Protection Agency (EPA) Brownfield Program Grant application for the City of Marina's Clean Up Project of Cypress Knolls totaling \$15 million. This grant will enable the City of Marina to advance its housing development efforts by mitigating asbestos materials and minimizing existing environmental and community exposure risks.

Currently, 220 former United States Army barracks are located on the Cypress Knolls property. As was a common practice at the time, the US Army used asbestos-containing materials for pipes, flooring, roofing, and cement. While the use of asbestos in new construction ended by the late 1970s, it remained present in Army installations decades later. Lead-based paints were also widely used when the army barracks were constructed and are likely present throughout Cypress Knolls. Preliminary cost estimates for the hazardous building materials abatement and demolition of the army barracks are 15 million dollars, which is prohibiting the City from acting at the site without financial assistance.

The City of Marina is applying for an EPA Brownfield Cleanup Grant to support the removal of asbestos-containing materials, lead-based paint, and other hazardous building materials within the barracks to support the redevelopment of Cypress Knolls into a "Missing Middle" housing development for our local first responders and teachers. I strongly support the City of Marina's grant application as it will provide much needed housing for workers in the greater Monterey peninsula region, and reduce hazardous materials released into the environment from the dilapidated structures that are a blight to the community.

Recommended Motion

Direct city staff to apply for the US EPA Clean Up Grant and to solicit input from the public and community at the November 6, 2024, City Council Meeting.



Questions?

