



AGENDA

Tuesday, December 17, 2024

5:00 P.M. Closed Session

6:00-6:30 P.M. Reception

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

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

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

PARTICIPATION

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

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

AGENDA MATERIALS

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

VISION STATEMENT

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

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

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

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

Jennifer McAdams, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair
Liesbeth Visscher, Mayor/Chair Bruce C. Delgado
3. PUBLIC COMMENT ON CLOSED SESSION ITEMS:
4. CLOSED SESSION:
 - a. Conference with Legal Counsel, Existing Litigation (§ 54956.9(d)) 3 cases:
 - (1) *City of Marina v. Museum of Handcar Technology, et al.*, 24-CV-005126, Monterey Superior Court
 - (2) *TAMC v. City of Marina, Museum of Handcar Technology, et al.*, 24-CV-005108, Monterey Superior Court
 - (3) *Museum of Handcar Technology v. TAMC and City of Marina*, 5:24-CV-08598, United States District Court, Northern District of California (San Jose Division)

6:00-6:30 P.M. RETIREMENT RECEPTION FOR SELIA LESU AND DOUG MCCOUN

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

5. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
6. SPECIAL PRESENTATIONS:
 - a. Introduce Assistant Planner, Brian Kim
 - b. Jerry Johnson aka Kona Jerry's Proclamation
 - c. Selia Lesu, Fire Department Administrative Assistant Retirement Proclamation
 - d. Doug McCoun, Fire Chief Retirement Proclamation
7. COUNCIL AND STAFF ANNOUNCEMENTS:

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

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

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 105839-105955, totaling \$3,510,505.40
Accounts Payable Successor Agency EFT #111, totaling \$1,696.25

 - b. **MINUTES:** *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) November 26, 2024, Special City Council Meeting
 - (2) December 3, 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 Projects under CEQA per Article 20, Section 15378)*
 - (1) Adopting Resolution No. 2024-, Adopting Resolution No. 2024-, approving regular City Council meeting schedule for 2025 Calendar Year.
 - (2) Adopting Resolution No. 2024-, receiving and filing the 2024 Information Report on the adjustment of mitigation fees for new development.
 - (3) Adopting Resolution No. 2024-, prohibiting horses in Hilltop Park.
 - (4) Adopting Resolution No. 2024-, Recognition of appreciation for all city employees and approval one one-time lump sum pay for eligible city full-time and part-time employees.

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

- (1) Adopting Resolution No. 2024-, authorizing the City Manager to execute a contract with HdL Companies not to exceed \$50,000 to provide cannabis program application review, tax audits, compliance inspections, background checks, and subject matter expertise and technical support, subject to final review and approval by the City Attorney. *(Not a Project under CEQA per Article 20, Section 15378)*
- (2) Adopting Resolution No. 2024-, authorizing a joint use and access agreement between City and California State Parks for use of and access to the City's corporation yard located at 3014 Lake Court.
- (3) Adopting Resolution No. 2024-, approving a Deposit and Reimbursement Agreement ("Reimbursement Agreement") regarding the Community Facilities District No. 2025-1.
- (4) Adopting Resolution No. 2024-, approving agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services for the Imjin Pkwy & 3rd Ave and Del Monte Blvd & Beach Rd Intersection Improvement Projects.
- (5) Adopting Resolution No. 2024-, and Resolution No. 2024- (NPC), approving Amendment No. 6 to extend for one year the Amended Management Agreement Between City of Marina, City of Marina Abrams B Non-Profit Corporation, and Greystar California, Inc. for Abrams B Housing Area; **and** adopting Resolution No. 2024-, and Resolution No. 2024- (PPSC-NPC), approving Amendment No. 6 to extend for one year the Amended Management Agreement Between City of Marina, City of Marina Preston Park Sustainable Community Non-Profit Corporation, and Greystar California, Inc. for Preston Park Housing Area.
- (6) Adopting Resolution No. 2024-, authorize the City Manager to execute a Public Improvement and Reimbursement Agreement for the rehabilitation of the City of Marina Arts Village Project.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

- (1) City Council approve comment letter for Monterey County's Sixth Cycle Housing Element.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS:

- (1) Adopting Resolution No. 2024-, approving Mayor's 2025 recommendation for Mayor Pro Tem and City Council member assignments to various Committees/Commissions/Boards.

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

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

- a. Update Presentation on Habitat Management Resource Plan by Denise Duffy & Associates. **(45 Minutes)**
 - b. Follow up discussion regarding Measure U results and next steps direction for (Plan B) options and alternatives. **(45 Minutes)**
 - c. Adopting Resolution No. 2024-, revising programming/design for Phase 1 of Dunes City Park. **(15 Minutes)**
 - d. Discussion regarding Marina's 50th Anniversary and creation of an ad hoc committee. **(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 7:30 p.m., Friday, December 13, 2024.

ANITA SHARP, DEPUTY CITY CLERK

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

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

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

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

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

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

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

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

Winter Break ----- Tuesday, December 24, 2024-Friday, December 31, 2024

2024 COMMISSION DATES

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

December 19, 2024



Proclamation

Jerry Johnson
Kona Jerry

WHEREAS, Chef Jerry Johnson and his staff have exemplified extraordinary generosity, dedication, and commitment by preparing, cooking, and serving Thanksgiving meals for the residents of Marina year after year; and

WHEREAS, Kona Jerry's BBQ Catering's efforts are a testament to the spirit of community and compassion, ensuring that our residents enjoy an incredible meal, prepared with care and love, during the Thanksgiving holiday; and

WHEREAS, this tradition of service has brought joy, comfort, and nourishment to thousands of Marina residents over the years, fostering a sense of unity and togetherness in our city; and

WHEREAS, the City of Marina recognizes the tireless efforts of Kona Jerry and his team, who work with heart and determination to make Thanksgiving a special day for so many;

NOW, THEREFORE, BE IT RESOLVED, that the City of Marina does hereby express its deepest gratitude and appreciation to Kona Jerry and the staff at Kona Jerry's BBQ Catering for their unwavering commitment to our community, culinary talents, and dedication to making Thanksgiving a memorable and meaningful celebration for all.

BE IT FURTHER RESOLVED that the City of Marina commends Jerry Johnson for his extraordinary service and acknowledges his lasting impact on the lives of Marina residents, and we extend our heartfelt thanks for his continued efforts to embody the spirit of giving.

Dated this 17th day of December 2024



Bruce C. Delgado, Mayor



Proclamation

Administrative Assistant Selai Lesu

*For her service to the City of Marina, Ca.
1986 through December 30, 2024*

WHEREAS, Selai Lesu started her service with the City as a part time employee for Parks and Recreation in 1986. On June 30, 1987, Selai was hired full-time with the Public Safety Department and worked as a Records Technician; and

WHEREAS, during her time with the Public Safety Department, Selai coordinated Neighborhood Watch Meetings and served as an Explorer Advisor, supporting their activities in Marina and their activities when they traveled to Cities between San Diego and Monterey for Explorer events; and

WHEREAS, On July 1, 2007, Selai transferred to the newly formed Marina Fire Department as the Administrative Assistant for the Fire Chief, a position she has held ever since; and

WHEREAS, Selai has always shown a willingness to learn new systems and processes. Selai has also helped others learn those new systems and process; and

WHEREAS, Selai is always willing to put in the extra effort to ensure that projects are completed on time; and

WHEREAS, Selai worked tirelessly to coordinate the Fire Departments successful Open House, along with assisting the Police Department to help with a successful National Night Out; and

WHEREAS, Selai has coordinated the activities for the Monterey County Fire Fighters Memorial; and

WHEREAS, Selai has coordinated the Vendor and Non-Profits annual Fireworks sales by scheduling meetings, coordinating inspections and fielding numerous questions from the Vendor and Non-Profits; and

WHEREAS, Selai interacts with the public daily providing Outstanding Customer Service by finding solutions to our residents issues; and

WHEREAS, Selai Lesu was honored by the Monterey County Fire Chiefs as the 2017 Monterey County Fire Chiefs Support Person of the year; and

WHEREAS, Selai provides Exceptional Support to the Fire Chief in the performance of his duties, Selai always goes above and beyond; and

WHEREAS, Administrative Assistant Selai Lesu has been an exceptional employee for the City of Marina for over 38 years; and

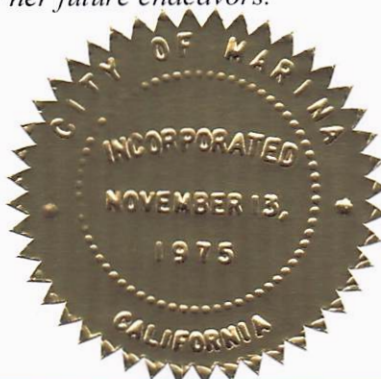
WHEREAS, Administrative Assistant Selai Lesu will retire on December 30, 2024, after more than 38 years of extraordinary dedication to Public Safety, the Fire Service and to the City of Marina.

NOW THEREFORE, this Council does hereby confer upon Administrative Assistant Selai Lesu its highest commendation as she has performed her duties as a distinguished member of the Marina Fire Department, with special thanks for her professionalism, dedication to service and kindness to the members of the public.

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

NOW, THEREFORE BE RESOLVED that I, Mayor Bruce C. Delgado, and the City Council of the City of Marina hereby congratulates Administrative Assistant Selai Lesu on the occasion of her retirement and extends best wishes for continued success in all of her future endeavors.

Dated this 17th day of December 2024



Bruce C. Delgado, Mayor



Proclamation

Fire Chief Doug McCoun

*For his service to the City of Marina, Ca.
March 30, 2015, through December 30, 2024*

WHEREAS, Fire Chief Doug McCoun began his distinguished career as a Reserve Fire Fighter for the North County Fire Protection District. On January 15, 1988, Chief McCoun was hired as a full-time firefighter. Over the years, he worked his way up through the ranks from Firefighter, to Lieutenant, to Captain and then to Division Chief. On March 30, 2015, Chief McCoun was hired as the Fire Chief for the City of Marina Fire Department; and

WHEREAS, Fire Chief McCoun has served the Fire Service in Monterey County as a member of the Monterey County Fire Dedicated Fire Dispatch Committee, President of the Monterey County Training Officers and President of the Monterey County Arson Task Force, Leader of the Monterey County Interoperability Committee and as Co-Chair of the Monterey County Fire Chiefs Operations Committee; and

WHEREAS, while serving as the Fire Chief, Chief McCoun has also served 2 terms as the Monterey County Fire Chiefs Association president, served on the Emergency Communications Operations Board, Monterey County NGEN Operations Board and has headed coordinating the Monterey County Fire Department Frequencies; and

WHEREAS, Fire Chief McCoun has provided local, state, and national leadership in having responded to multiple major events throughout the State of California leading Strike Teams, Serving as a Division Group Supervisor to protect communities from wildfire and also serving as a qualified Safety Officer; and

WHEREAS, Fire Chief McCoun has worked tirelessly to understand the needs of the community and how the Marina Fire Department can best meet those needs by working tirelessly to make the Marina Fire Department a leader within the fire and emergency medical services; and

WHEREAS, Fire Chief McCoun has worked with the City Council, City Manager and the Firefighters Local 2530 to bring online a second engine company and two Division Chiefs which has greatly improved the level of service to the community; and

WHEREAS, Fire Chief McCoun worked with the Firefighters as we navigated the constantly evolving pandemic to keep our Firefighters safe and the spread of the disease to a minimum; and

WHEREAS, Fire Chief McCoun with the support of the City Council and City Manager, has worked with members of Local 2530 to upgrade our Radios, upgrade our SCBA's, our SCBA Compressor, our Station Alerting System, purchase two new Engines, and order a new Truck; and

WHEREAS, Fire Chief McCoun has demonstrated throughout his life and career a sense of deep responsibility, pride, and commitment to doing the right thing, whether it be for his family, his community, or the fire service and has served the citizens of the City of Marina with distinction; and

WHEREAS, Fire Chief Doug McCoun will retire on December 30, 2024, after more than 44 years of extraordinary dedication to the Fire Service and to the City of Marina; and

NOW THEREFORE, this Council does hereby confer upon Fire Chief Doug McCoun its highest commendation as he has performed his duties as a distinguished member of the Marina Fire Department, with special thanks for his professionalism, dedication to service and kindness to the members of the public.

NOW, THEREFORE BE RESOLVED that I, **Mayor Bruce C. Delgado**, and the **City Council of the City of Marina** hereby congratulates **Fire Chief Doug McCoun** on the occasion of his retirement and extends best wishes for continued success in all of his future endeavors.

Dated this 17th day of December 2024



Bruce C. Delgado, Mayor



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10335 - Liebert Cassidy Whitmore	280739	LCW - Professional Services	Paid by EFT # 5466		10/31/2024	12/03/2024	12/03/2024		12/06/2024	855.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1			\$855.00
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268076	City Fuel	Paid by Check # 105868		11/08/2024	11/22/2024	11/22/2024		12/06/2024	123.09
10416 - Monterey County Petroleum-Sturdy Oil Co.	268070	City Fuel	Paid by Check # 105868		11/07/2024	11/22/2024	11/22/2024		12/06/2024	61.54
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 2			\$184.63
Account 6500.700 - Training & Travel Training & Travel										
10335 - Liebert Cassidy Whitmore	9577	Training (12/09/2024)	Paid by EFT # 5466		12/04/2024	12/04/2024	12/04/2024		12/06/2024	75.00
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions 1			\$75.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 4			\$1,114.63
Division 000 - Non-Div Totals							Invoice Transactions 4			\$1,114.63
Department 120 - City Mgr/HR/Risk Totals							Invoice Transactions 4			\$1,114.63
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10905 - Taygeta Scientific, Inc.	000423-R-0072	Computer Network Defense - December 2024	Paid by Check # 105889		12/01/2024	12/02/2024	12/02/2024		12/06/2024	2,750.00
10905 - Taygeta Scientific, Inc.	000708-R-0045	Barracuda Spam Firewall - December 2024	Paid by Check # 105889		12/01/2024	12/02/2024	12/02/2024		12/06/2024	475.80
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals							Invoice Transactions 2			\$3,225.80
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 2			\$3,225.80
Division 000 - Non-Div Totals							Invoice Transactions 2			\$3,225.80
Department 125 - I. T. Totals							Invoice Transactions 2			\$3,225.80
Department 150 - City Attorney										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
11964 - Shute Mihaly & Weinberger LLP	288921	City Attorney Services - October 2024	Paid by Check # 105899		11/26/2024	12/02/2024	12/02/2024		12/06/2024	31,878.00
11964 - Shute Mihaly & Weinberger LLP	288923	Code Enforcement - October 2024	Paid by Check # 105899		11/26/2024	12/02/2024	12/02/2024		12/06/2024	3,195.10



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 150 - City Attorney										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
11964 - Shute Mihaly & Weinberger LLP	288924	City Manager - October 2024	Paid by Check # 105899		11/26/2024	12/02/2024	12/02/2024		12/06/2024	297.00
11964 - Shute Mihaly & Weinberger LLP	288925	Human Resources and Risk - October 2024	Paid by Check # 105899		11/26/2024	12/02/2024	12/02/2024		12/06/2024	1,287.00
11964 - Shute Mihaly & Weinberger LLP	288926	Finance - October 2024	Paid by Check # 105899		11/26/2024	12/02/2024	12/02/2024		12/06/2024	9,710.80
11964 - Shute Mihaly & Weinberger LLP	288927	Planning Commission/Development - October 2024	Paid by Check # 105899		11/26/2024	12/02/2024	12/02/2024		12/06/2024	31,927.87
11964 - Shute Mihaly & Weinberger LLP	288928	Parks	Paid by Check # 105899		11/26/2024	12/02/2024	12/02/2024		12/06/2024	2,046.00
11964 - Shute Mihaly & Weinberger LLP	288929	Police Department - October 2024	Paid by Check # 105899		11/26/2024	12/02/2024	12/02/2024		12/06/2024	1,815.00
11964 - Shute Mihaly & Weinberger LLP	288930	Public Works - October 2024	Paid by Check # 105899		11/26/2024	12/02/2024	12/02/2024		12/06/2024	7,293.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions	9		\$89,449.77
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	9		\$89,449.77
Division 000 - Non-Div Totals							Invoice Transactions	9		\$89,449.77
Department 150 - City Attorney Totals							Invoice Transactions	9		\$89,449.77
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6150.500 - Medical Vision										
10607 - Vision Service Plan	12-01-24.	VSP Adjustment (12.2024)	Paid by Check # 105898		12/01/2024	12/01/2024	12/01/2024		12/06/2024	81.76
Account 6150.500 - Medical Vision Totals							Invoice Transactions	1		\$81.76
Account 6300.230 - Prof Svc Fin - Tax Reporting & Audit										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN044497	Sales Tax and Audit Srvs Oct-Dec 2024	Paid by EFT # 5464		11/21/2024	12/04/2024	12/04/2024		12/06/2024	2,479.18
Account 6300.230 - Prof Svc Fin - Tax Reporting & Audit Totals							Invoice Transactions	1		\$2,479.18
Account 6300.570 - Prof Svc Other										
10588 - United Site Services	INV-4962542	Beach Rd & Deforest Rd Windy Hill	Paid by Check # 105892		11/28/2024	11/27/2024	11/27/2024		12/06/2024	260.35
10588 - United Site Services	INV-4968720	2660 5th Ave	Paid by Check # 105892		11/30/2024	11/27/2024	11/27/2024		12/06/2024	665.15
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$925.50
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	000022647961	CALNET3-9391023471 (582-0100)	Paid by Check # 105844		11/27/2024	12/03/2024	12/03/2024		12/06/2024	63.78



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

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 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	000022647967	CALNET3-9391023477 (582-9803)	Paid by Check # 105844		11/27/2024	12/03/2024	12/03/2024		12/06/2024	30.65
Account 6380.150 - Utilities Comm Phone System Totals										Invoice Transactions 2
										\$94.43
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Nov 2024 313-6	PG&E 6793435313-6	Paid by Check # 105875		11/22/2024	12/03/2024	12/03/2024		12/06/2024	8,083.94
Account 6380.300 - Utilities Gas & Electric Totals										Invoice Transactions 1
										\$8,083.94
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Nov 2024 56-025	327 Reservation Rd	Paid by Check # 105866		11/15/2024	11/27/2024	11/27/2024		12/06/2024	37.80
10349 - Marina Coast Water District	Nov 2024 56-020	304 Hillcrest Ave	Paid by Check # 105866		11/15/2024	11/27/2024	11/27/2024		12/06/2024	93.07
10349 - Marina Coast Water District	Nov 2024 56-018	208 Palm Ave	Paid by Check # 105866		11/15/2024	11/27/2024	11/27/2024		12/06/2024	259.94
10349 - Marina Coast Water District	Nov 2024 56-017	208 Palm Ave Unit A	Paid by Check # 105866		11/15/2024	11/27/2024	11/27/2024		12/06/2024	71.59
Account 6380.500 - Utilities Water & Sewer Totals										Invoice Transactions 4
										\$462.40
Account 6600.090 - Other Charges Claims, Judgments, Damages										
12143 - California-American Water Company	12-04-24	Settlement Agreement	Paid by Check # 105850		12/04/2024	12/04/2024	12/04/2024		12/06/2024	5,643.95
12142 - County of Monterey	12-04-24	Settlement Agreement	Paid by Check # 105853		12/04/2024	12/04/2024	12/04/2024		12/06/2024	220,000.00
12144 - Salinas Valley Basin Groundwater Sustainability Ag	12-04-24	Settlement Agreement	Paid by Check # 105882		12/04/2024	12/04/2024	12/04/2024		12/06/2024	50,000.00
Account 6600.090 - Other Charges Claims, Judgments, Damages Totals										Invoice Transactions 3
										\$275,643.95
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 14
										\$287,771.16
Division 000 - Non-Div Totals										Invoice Transactions 14
										\$287,771.16
Department 190 - Citywide Non-Dept Totals										Invoice Transactions 14
										\$287,771.16
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10107 - California Towing & Transport	211234	Call # 275334908	Paid by Check # 105849		11/06/2024	11/19/2024	11/19/2024		12/06/2024	225.00
11723 - Hardee Polygraph Services - Heather Hardee	MPD24-04	Polygraph - Gonzales; Bains; Matadamas	Paid by Check # 105859		11/24/2024	11/24/2024	11/22/2024		12/06/2024	900.00
12065 - Hasco Stations, LLC	143289	Car Wash	Paid by Check # 105860		11/15/2024	11/19/2024	11/19/2024		12/06/2024	42.50



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

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										
10456 - Shred-it USA - Stericycle, Inc.	8008983742	Shredding Onsite	Paid by Check # 105883		11/18/2024	11/19/2024	11/19/2024		12/06/2024	438.22
Account 6300.570 - Prof Svc Other Totals										Invoice Transactions 4
										\$1,605.72
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228851	Janitorial Service - Police/Fire/Airport November 2024	Paid by EFT # 5459		11/25/2024	12/02/2024	12/02/2024		12/06/2024	1,308.34
Account 6360.360 - Maint & Repairs Janitorial Totals										Invoice Transactions 1
										\$1,308.34
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9979003200	Department Cell Phones 272493672-0001	Paid by EFT # 5471		11/18/2024	11/27/2024	11/27/2024		12/06/2024	1,930.75
Account 6380.120 - Utilities Comm Mobile & Pager Totals										Invoice Transactions 1
										\$1,930.75
Account 6380.150 - Utilities Comm Phone System										
10053 - AT & T	Nov 2024 0676	Acct # 325820676	Paid by Check # 105843		11/13/2024	11/19/2024	11/19/2024		12/06/2024	214.10
10057 - Avaya, Inc.	2221918674	Acct # 100828859	Paid by EFT # 5458		11/28/2024	12/02/2024	12/02/2024		12/06/2024	10.30
10057 - Avaya, Inc.	2221913260	Acct # 100828859	Paid by EFT # 5458		11/03/2024	12/02/2024	12/02/2024		12/06/2024	2.19
10374 - Maynard Group Inc.	301715	Ref Ticket # 282585	Paid by EFT # 5467		11/22/2024	11/22/2024	11/22/2024		12/06/2024	336.00
10374 - Maynard Group Inc.	IN2051869	Utilities - Phones / Acct #AC3746	Paid by EFT # 5467		12/01/2024	12/02/2024	12/02/2024		12/06/2024	670.21
Account 6380.150 - Utilities Comm Phone System Totals										Invoice Transactions 5
										\$1,232.80
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Oct2024 74-000	Acct # 01487-000	Paid by Check # 105866		10/31/2024	11/19/2024	11/19/2024		12/06/2024	207.35
Account 6380.500 - Utilities Water & Sewer Totals										Invoice Transactions 1
										\$207.35
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268076	City Fuel	Paid by Check # 105868		11/08/2024	11/22/2024	11/22/2024		12/06/2024	4,677.39
10416 - Monterey County Petroleum-Sturdy Oil Co.	268070	City Fuel	Paid by Check # 105868		11/07/2024	11/22/2024	11/22/2024		12/06/2024	2,338.70
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										Invoice Transactions 2
										\$7,016.09
Account 6400.565 - Material & Suppl Office Supplies										
10498 - Quill Corporation	41676061	Office Supplies - Membership	Paid by Check # 105877		11/22/2024	12/02/2024	12/02/2024		12/06/2024	76.46



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.565 - Material & Suppl Office Supplies										
10498 - Quill Corporation	41691757	Office Supplies	Paid by Check # 105877		11/22/2024	12/02/2024	12/02/2024		12/06/2024	41.50
10498 - Quill Corporation	41690283	Office Supplies	Paid by Check # 105877		11/22/2024	12/02/2024	12/02/2024		12/06/2024	57.55
10498 - Quill Corporation	41601591	Office Supplies	Paid by Check # 105877		11/18/2024	12/02/2024	12/02/2024		12/06/2024	157.74
10498 - Quill Corporation	41604679	Office Supplies	Paid by Check # 105877		11/19/2024	12/02/2024	12/02/2024		12/06/2024	113.71
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 5	\$446.96
Account 6400.720 - Material & Suppl Safety Equip										
10727 - Ace Hardware-Public Safety	089997	Supplies - Ace Gloves	Paid by Check # 105840		11/20/2024	11/20/2024	11/20/2024		12/06/2024	18.56
10330 - LC ACTION POLICE SUPPLY LTD/LC ACTION POLICE SUPPL	470882	Holster - Safety Equipment - Officer Dhillon	Paid by Check # 105863		11/21/2024	11/22/2024	11/22/2024		12/06/2024	190.75
12137 - Victory Tactical Gear, LLC	24-181	Safety Equipment	Paid by Check # 105894		11/12/2024	11/21/2024	11/21/2024		12/06/2024	4,849.00
12137 - Victory Tactical Gear, LLC	24-180	Safety Equipment	Paid by Check # 105894		11/12/2024	11/21/2024	11/21/2024		12/06/2024	2,554.75
Account 6400.720 - Material & Suppl Safety Equip Totals									Invoice Transactions 4	\$7,613.06
Account 6400.735 - Material & Suppl Office Equip										
11848 - McDonald Refrigeration Inc	78359	Equipment Maintenance	Paid by Check # 105867		11/15/2024	11/19/2024	11/19/2024		12/06/2024	312.98
Account 6400.735 - Material & Suppl Office Equip Totals									Invoice Transactions 1	\$312.98
Account 6400.800 - Material & Suppl Uniform										
10541 - Sign Works - SC Works	45950	Office Signs - Names	Paid by Check # 105884		11/19/2024	11/19/2024	11/19/2024		12/06/2024	773.44
Account 6400.800 - Material & Suppl Uniform Totals									Invoice Transactions 1	\$773.44
Account 6500.620 - Training & Travel POST										
11408 - Johnson, Christopher	12-18-24	Per Diem Johnson SLI Session 3	Paid by EFT # 5465		12/03/2024	12/03/2024	12/03/2024		12/06/2024	184.00
12135 - Lifeline Training Ltd./Calibre Press	122443	Female Enforcers 2 Day Event - Peliova	Paid by Check # 105864		11/16/2024	11/21/2024	11/21/2024		12/06/2024	359.00
10677 - Moreno, Richard	2-15-24	Per Diem - Moreno Leadership Development (Parking reimbursement)	Paid by Check # 105872		11/22/2024	11/22/2024	11/22/2024		12/06/2024	72.00
11782 - Ruelas, Kimberly	12-03-24	Per Diem - Ruelas Drug Influence Course	Paid by Check # 105881		12/03/2024	12/03/2024	12/03/2024		12/06/2024	174.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

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 6500.620 - Training & Travel POST										
11669 - Triston Jean - reimbursement only	11-21-24	T. Jean's Hotel Reimbursement -Radar Operator Course 11/18 -11/21	Paid by Check # 105890		11/25/2024	11/25/2024	11/25/2024		12/06/2024	819.80
Account 6500.620 - Training & Travel POST Totals										Invoice Transactions 5
										\$1,608.80
Account 6500.700 - Training & Travel Training & Travel										
10935 - South Bay Regional Public Safety Training Cons.	225182	Basic Police Academy #180 7/29/24-1/24/25	Paid by Check # 105886		11/06/2024	11/22/2024	11/22/2024		12/06/2024	3,740.00
10935 - South Bay Regional Public Safety Training Cons.	225210	C. Elischer - CIT Academy 10/14/24-10/18/24	Paid by Check # 105886		11/25/2024	12/02/2024	12/02/2024		12/06/2024	80.00
Account 6500.700 - Training & Travel Training & Travel Totals										Invoice Transactions 2
										\$3,820.00
Account 6600.465 - Other Charges Live Scan										
10193 - California Department of Justice	772904	Livescans	Paid by Check # 105847		11/05/2024	11/19/2024	11/19/2024		12/06/2024	642.00
10193 - California Department of Justice	724889	Livescans	Paid by Check # 105847		04/04/2024	11/26/2024	11/26/2024		12/06/2024	418.00
Account 6600.465 - Other Charges Live Scan Totals										Invoice Transactions 2
										\$1,060.00
Account 6600.780 - Other Charges Transcription Svc										
10544 - SpeakWrite	8f9553b7	Transcription Service; Online Reporting	Paid by Check # 105887		12/01/2024	12/02/2024	12/02/2024		12/06/2024	687.84
Account 6600.780 - Other Charges Transcription Svc Totals										Invoice Transactions 1
										\$687.84
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 35
										\$29,624.13
Division 000 - Non-Div Totals										Invoice Transactions 35
										\$29,624.13
Department 210 - Police Totals										Invoice Transactions 35
										\$29,624.13
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228851	Janitorial Service - Police/Fire/Airport November 2024	Paid by EFT # 5459		11/25/2024	12/02/2024	12/02/2024		12/06/2024	516.66
Account 6360.360 - Maint & Repairs Janitorial Totals										Invoice Transactions 1
										\$516.66
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9974750843-Add	Amount owed from above invoice - 08-25-24 to 09-25-24	Paid by EFT # 5471		09/25/2024	12/02/2024	12/02/2024		12/06/2024	598.95
Account 6380.120 - Utilities Comm Mobile & Pager Totals										Invoice Transactions 1
										\$598.95



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268076	City Fuel	Paid by Check # 105868		11/08/2024	11/22/2024	11/22/2024		12/06/2024	1,401.93
10416 - Monterey County Petroleum-Sturdy Oil Co.	268070	City Fuel	Paid by Check # 105868		11/07/2024	11/22/2024	11/22/2024		12/06/2024	1,337.58
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals								Invoice Transactions 2		\$2,739.51
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent										
10470 - Peninsula Welding & Medical Supply	270757	Cylinder Rental	Paid by Check # 105876		11/30/2024	11/27/2024	11/27/2024		12/06/2024	12.90
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent Totals								Invoice Transactions 1		\$12.90
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	090032	SCBA Compressor Parts	Paid by Check # 105839		11/25/2024	12/02/2024	12/02/2024		12/06/2024	61.15
Account 6400.740 - Material & Suppl Special Dept Suppl Totals								Invoice Transactions 1		\$61.15
Account 6400.795 - Material & Suppl Turnout Equip-Structure Fires										
10780 - Allstar Fire Equipment Inc.	260475	(2) White traditional leather helmets	Paid by EFT # 5456		11/22/2024	12/02/2024	12/02/2024		12/06/2024	2,465.56
Account 6400.795 - Material & Suppl Turnout Equip-Structure Fires Totals								Invoice Transactions 1		\$2,465.56
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions 7		\$6,394.73
Division 000 - Non-Div Totals								Invoice Transactions 7		\$6,394.73
Department 250 - Fire Totals								Invoice Transactions 7		\$6,394.73
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	089926	Facilities Corp Yard	Paid by Check # 105841		11/13/2024	12/04/2024	12/04/2024		12/06/2024	63.31
10728 - Ace Hardware-Public Works	089942	Facilities VD	Paid by Check # 105841		11/14/2024	12/04/2024	12/04/2024		12/06/2024	1.97
10728 - Ace Hardware-Public Works	090003	Facilities Community Center	Paid by Check # 105841		11/20/2024	12/04/2024	12/04/2024		12/06/2024	76.45
10728 - Ace Hardware-Public Works	089992	community center	Paid by Check # 105841		11/20/2024	12/04/2024	12/04/2024		12/06/2024	76.40
10728 - Ace Hardware-Public Works	089996	community center	Paid by Check # 105841		11/20/2024	12/04/2024	12/04/2024		12/06/2024	72.03
10728 - Ace Hardware-Public Works	089993	Community Center	Paid by Check # 105841		11/20/2024	12/04/2024	12/04/2024		12/06/2024	60.08
10034 - American Supply Co.	0189009	City Supplies	Paid by Check # 105842		11/25/2024	12/04/2024	12/04/2024		12/06/2024	2,883.65
10080 - Branch's Janitorial	228853	Custodial Services for November 2024	Paid by EFT # 5459		11/25/2024	11/27/2024	11/27/2024		12/06/2024	2,886.35



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10275 - Home Depot Credit Service	Nov 2024 9813	PW Home Depot (6035 3225 0395 9813)	Paid by Check # 105861		11/13/2024	11/22/2024	11/22/2024		12/06/2024	545.26
11583 - Slakey Brothers	858930922	Pipe	Paid by Check # 105885		11/12/2024	11/22/2024	11/22/2024		12/06/2024	121.70
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals									Invoice Transactions 10	\$6,787.20
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10728 - Ace Hardware-Public Works	090064	Facilities PD	Paid by Check # 105841		11/27/2024	12/04/2024	12/04/2024		12/06/2024	16.38
10728 - Ace Hardware-Public Works	089957	Facilities FD	Paid by Check # 105841		11/15/2024	12/04/2024	12/04/2024		12/06/2024	55.09
Account 6360.070 - Maint & Repairs Bdg Public Safety Totals									Invoice Transactions 2	\$71.47
Account 6360.440 - Maint & Repairs Landscape General										
10952 - MuttMitt - ZW USA Inc.	736909	City Mutt Mitts	Paid by EFT # 5469		11/07/2024	11/22/2024	11/22/2024		12/06/2024	1,196.14
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	\$1,196.14
Account 6360.690 - Maint & Repairs Supplies										
10237 - Ferguson Enterprise , Inc. # 1423	5602273	Library	Paid by Check # 105856		11/22/2024	12/03/2024	12/03/2024		12/06/2024	29.87
10261 - Graniterock/Pavex Construction	2195653	Garbage and Dirt Tamper	Paid by EFT # 5463		11/23/2024	12/03/2024	12/03/2024		12/06/2024	163.42
10275 - Home Depot Credit Service	Nov 2024 9813	PW Home Depot (6035 3225 0395 9813)	Paid by Check # 105861		11/13/2024	11/22/2024	11/22/2024		12/06/2024	352.04
10967 - Monterey Signs, Inc.	25520	Decals City of Marina	Paid by EFT # 5468		10/17/2024	12/03/2024	12/03/2024		12/06/2024	136.56
10520 - Roto-Rooter Plumbers & Restoration	1342372001	211 Hillcrest Ave City Hall	Paid by Check # 105880		11/26/2024	11/27/2024	11/27/2024		12/06/2024	3,948.01
Account 6360.690 - Maint & Repairs Supplies Totals									Invoice Transactions 5	\$4,629.90
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Nov 2024 56-106	306 Reservation Rd	Paid by Check # 105866		11/07/2024	11/27/2024	11/27/2024		12/06/2024	60.99
10349 - Marina Coast Water District	Nov 2024 56-098	3254 Abdy Way (Tate Park-Building)	Paid by Check # 105866		11/07/2024	11/27/2024	11/27/2024		12/06/2024	72.62
10349 - Marina Coast Water District	Nov 2024 56-034	3240 Deforest Rd	Paid by Check # 105866		11/07/2024	11/27/2024	11/27/2024		12/06/2024	576.73
10349 - Marina Coast Water District	Nov 2024 56-014	3200 Del Monte Blvd	Paid by Check # 105866		11/07/2024	11/27/2024	11/27/2024		12/06/2024	1,231.70
10349 - Marina Coast Water District	Nov 2024 56-011	3254 Abdy Way (Tate Park-Irrigation)	Paid by Check # 105866		11/07/2024	11/27/2024	11/27/2024		12/06/2024	895.62
10349 - Marina Coast Water District	Nov 2024 56-019	211 Hillcrest Ave	Paid by Check # 105866		11/15/2024	11/27/2024	11/27/2024		12/06/2024	793.83



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Nov 2024 56-001	203-13 Cypress Ave	Paid by Check # 105866		11/15/2024	11/27/2024	11/27/2024		12/06/2024	197.90
10349 - Marina Coast Water District	Nov 2024 56-061	Reservation/Locke Paddon Park	Paid by Check # 105866		11/21/2024	11/27/2024	11/27/2024		12/06/2024	173.05
10349 - Marina Coast Water District	Nov 2024 56-042	3040 Lake Dr	Paid by Check # 105866		11/21/2024	11/27/2024	11/27/2024		12/06/2024	199.62
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 9			\$4,202.06
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268076	City Fuel	Paid by Check # 105868		11/08/2024	11/22/2024	11/22/2024		12/06/2024	184.64
10416 - Monterey County Petroleum-Sturdy Oil Co.	268070	City Fuel	Paid by Check # 105868		11/07/2024	11/22/2024	11/22/2024		12/06/2024	92.33
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 2			\$276.97
Account 6400.742 - Material & Suppl Sprinklers/Plants/Fertilizer										
10728 - Ace Hardware-Public Works	089973	Streets VD Park	Paid by Check # 105841		11/18/2024	12/03/2024	12/03/2024		12/06/2024	17.44
10728 - Ace Hardware-Public Works	089482	Grounds Tools	Paid by Check # 105841		09/24/2024	12/04/2024	12/04/2024		12/06/2024	31.65
10728 - Ace Hardware-Public Works	089598	Grounds Supplies Tools	Paid by Check # 105841		10/07/2024	12/04/2024	12/04/2024		12/06/2024	25.11
Account 6400.742 - Material & Suppl Sprinklers/Plants/Fertilizer Totals							Invoice Transactions 3			\$74.20
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110583848	PW uniforms	Paid by Check # 105893		11/15/2024	11/22/2024	11/22/2024		12/06/2024	187.44
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110588245	PW Uniforms	Paid by Check # 105893		11/22/2024	11/22/2024	11/22/2024		12/06/2024	187.44
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110592950	PW Uniforms	Paid by Check # 105893		11/29/2024	11/27/2024	11/27/2024		12/06/2024	248.27
11955 - Walter Giracca - Reimbursement only	11-29-24	Safety Glasses	Paid by Check # 105896		11/29/2024	12/03/2024	12/03/2024		12/06/2024	200.00
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions 4			\$823.15
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 36			\$18,061.09
Division 311 - Buildings & Grounds Totals							Invoice Transactions 36			\$18,061.09
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10403 - NAPA Auto Parts - former Monterey Auto Supply	086429	Dodge Charger	Paid by Check # 105873		10/03/2024	12/03/2024	12/03/2024		12/06/2024	72.38



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10403 - NAPA Auto Parts - former Monterey Auto Supply	094655	FD	Paid by Check # 105873		11/12/2024	12/03/2024	12/03/2024		12/06/2024	102.19
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions 2			\$174.57
Account 6360.850 - Maint & Repairs Vehicle										
12138 - M.C. LLC / Jiffy Lube	41839376	Oil Change PD 823	Paid by Check # 105865		11/26/2024	11/27/2024	11/27/2024		12/06/2024	112.42
10428 - Monterey Tire Service	1-121241	Inspector F150 878	Paid by Check # 105871		11/13/2024	12/03/2024	12/03/2024		12/06/2024	702.79
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions 2			\$815.21
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 4			\$989.78
Division 313 - Vehicle Maint Totals							Invoice Transactions 4			\$989.78
Department 310 - Public Works Totals							Invoice Transactions 40			\$19,050.87
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.	268076	City Fuel	Paid by Check # 105868		11/08/2024	11/22/2024	11/22/2024		12/06/2024	123.09
10416 - Monterey County Petroleum-Sturdy Oil Co.	268070	City Fuel	Paid by Check # 105868		11/07/2024	11/22/2024	11/22/2024		12/06/2024	61.54
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 2			\$184.63
Account 6400.565 - Material & Suppl Office Supplies										
10734 - Office Depot-Public Works Dept.	397883492001	Office Supplies USB	Paid by Check # 105874		11/21/2024	12/03/2024	12/03/2024		12/06/2024	110.32
10734 - Office Depot-Public Works Dept.	397883494001	Office Supplies USB	Paid by Check # 105874		11/22/2024	12/03/2024	12/03/2024		12/06/2024	58.87
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions 2			\$169.19
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 4			\$353.82
Division 000 - Non-Div Totals							Invoice Transactions 4			\$353.82
Department 410 - Planning Totals							Invoice Transactions 4			\$353.82



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.200 - Fee Agr Costs - Engineering										
10171 - CSG Consultants	58298	Dunes Hilltop Park Inspections	Paid by EFT # 5461		10/08/2024	12/04/2024	12/04/2024		12/06/2024	684.00
10713 - Goodwin Consulting Group	13737	CFD Dunes Promenade Formation	Paid by EFT # 5462		11/15/2024	11/22/2024	11/22/2024		12/06/2024	9,301.25
Account 6330.200 - Fee Agr Costs - Engineering Totals							Invoice Transactions 2			\$9,985.25
Account 6370.540 - Shared Svc NPDES Contribution										
10556 - California State Water Resources Control Board	SW-0296699	Phase II Small MS4	Paid by Check # 105848		11/20/2024	11/26/2024	11/26/2024		12/06/2024	10,920.00
Account 6370.540 - Shared Svc NPDES Contribution Totals							Invoice Transactions 1			\$10,920.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 3			\$20,905.25
Division 000 - Non-Div Totals							Invoice Transactions 3			\$20,905.25
Department 420 - Engineering Totals							Invoice Transactions 3			\$20,905.25
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9979081881	PW Verizon Phones (972476364-00001)	Paid by EFT # 5471		11/18/2024	11/27/2024	11/27/2024		12/06/2024	246.28
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			\$246.28
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			\$246.28
Division 000 - Non-Div Totals							Invoice Transactions 1			\$246.28
Department 430 - Building Inspection Totals							Invoice Transactions 1			\$246.28
Department 440 - Economic Dev										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.630 - Other Charges Promotional Activities										
11620 - Certified Folder Display Service, Inc.	615407	Restaurant Guide Disbursement - January 2025	Paid by EFT # 5460		12/01/2024	12/02/2024	12/02/2024		12/06/2024	329.52
Account 6600.630 - Other Charges Promotional Activities Totals							Invoice Transactions 1			\$329.52
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			\$329.52
Division 000 - Non-Div Totals							Invoice Transactions 1			\$329.52
Department 440 - Economic Dev Totals							Invoice Transactions 1			\$329.52



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268076	City Fuel	Paid by Check # 105868		11/08/2024	11/22/2024	11/22/2024		12/06/2024	307.72
10416 - Monterey County Petroleum-Sturdy Oil Co.	268070	City Fuel	Paid by Check # 105868		11/07/2024	11/22/2024	11/22/2024		12/06/2024	153.86
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 2	\$461.58
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog										
11784 - John Upshaw John Upshaw - DJ Monterey	11-28-24	Thanksgiving Event	Paid by Check # 105862		11/18/2024	12/04/2024	12/04/2024		12/06/2024	600.00
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog Totals									Invoice Transactions 1	\$600.00
Account 6400.652 - Material & Suppl Recr Special Progr / Events										
11770 - Ron Powell	11-24-24 Lucky 1	Reimbursement - Thanksgiving Event	Paid by Check # 105879		11/24/2024	12/02/2024	12/02/2024		12/06/2024	100.58
11770 - Ron Powell	11-24-24 Lucky 2	Reimbursement - Thanksgiving Event	Paid by Check # 105879		11/24/2024	12/02/2024	12/02/2024		12/06/2024	72.62
11770 - Ron Powell	11-25-24 Costco	Reimbursement - Thanksgiving Event	Paid by Check # 105879		11/25/2024	12/02/2024	12/02/2024		12/06/2024	188.81
Account 6400.652 - Material & Suppl Recr Special Progr / Events Totals									Invoice Transactions 3	\$362.01
Account 6600.740 - Other Charges Special Event										
12139 - Connections Boarding Stable Inc	2809	Tree Lighting Event	Paid by Check # 105897		12/04/2024	12/04/2024	12/04/2024		12/06/2024	950.00
Account 6600.740 - Other Charges Special Event Totals									Invoice Transactions 1	\$950.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 7	\$2,373.59
Division 100 - Admin Totals									Invoice Transactions 7	\$2,373.59
Department 510 - Recreation & Culture Totals									Invoice Transactions 7	\$2,373.59
Fund 100 - General Fund Totals									Invoice Transactions 127	\$460,839.55



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

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	9979081881	PW Verizon Phones (972476364-00001)	Paid by EFT # 5471		11/18/2024	11/27/2024	11/27/2024		12/06/2024	40.01
Account 6360.060 - Maint & Repairs Bdg Library Totals							Invoice Transactions	1		\$40.01
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$40.01
Division 000 - Non-Div Totals							Invoice Transactions	1		\$40.01
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$40.01
Fund 130 - Library Maintenance Totals							Invoice Transactions	1		\$40.01



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9979081881	PW Verizon Phones (972476364-00001)	Paid by EFT # 5471		11/18/2024	11/27/2024	11/27/2024		12/06/2024	768.72
Account 6380.120 - Utilities Comm Mobile & Pager Totals										Invoice Transactions 1
										\$768.72
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Nov 2024 483-6	PG&E - 3982644483-6	Paid by Check # 105875		11/19/2024	11/26/2024	11/26/2024		12/06/2024	17,280.88
10463 - Pacific Gas & Electric	Nov 2024 313-6	PG&E 6793435313-6	Paid by Check # 105875		11/22/2024	12/03/2024	12/03/2024		12/06/2024	983.10
Account 6380.300 - Utilities Gas & Electric Totals										Invoice Transactions 2
										\$18,263.98
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Nov 2024 56-087	Crescent Ave/Costa Del Mar Irrigation	Paid by Check # 105866		11/07/2024	11/27/2024	11/27/2024		12/06/2024	42.29
10349 - Marina Coast Water District	Nov 2024 56-086	Crescent Ave/Sirena Del Mar Irrigation	Paid by Check # 105866		11/07/2024	11/27/2024	11/27/2024		12/06/2024	42.29
10349 - Marina Coast Water District	Nov 2024 56-085	Crescent/Whitney Irrigation	Paid by Check # 105866		11/07/2024	11/27/2024	11/27/2024		12/06/2024	42.29
10349 - Marina Coast Water District	Nov 2024 56-084	Crescent/Schuler/Irrigation	Paid by Check # 105866		11/07/2024	11/27/2024	11/27/2024		12/06/2024	981.89
10349 - Marina Coast Water District	Nov 2024 56-032	Crescent Ave/Costa Del Mar East Side	Paid by Check # 105866		11/07/2024	11/27/2024	11/27/2024		12/06/2024	122.01
10349 - Marina Coast Water District	Nov 2024 56-030	Crescent Ave/Reser Rd/Ramada Inn	Paid by Check # 105866		11/07/2024	11/27/2024	11/27/2024		12/06/2024	65.06
10349 - Marina Coast Water District	Nov 2024 56-008	Reservation & Del Monte	Paid by Check # 105866		11/07/2024	11/27/2024	11/27/2024		12/06/2024	42.29
10349 - Marina Coast Water District	Nov 2024 56-024	Del Monte/Palm	Paid by Check # 105866		11/15/2024	11/27/2024	11/27/2024		12/06/2024	190.34
10349 - Marina Coast Water District	Nov 2024 56-022	Reser/Marina Auto Stereo/Irrigation	Paid by Check # 105866		11/15/2024	11/27/2024	11/27/2024		12/06/2024	65.06
10349 - Marina Coast Water District	Nov 2024 56-021	Reservation Rd by 290-308 Reservation	Paid by Check # 105866		11/15/2024	11/27/2024	11/27/2024		12/06/2024	65.06
10349 - Marina Coast Water District	Nov 2024 56-016	Resev Rd & Seacrest Ave-Next to Fire Hyd	Paid by Check # 105866		11/15/2024	11/27/2024	11/27/2024		12/06/2024	130.12
10349 - Marina Coast Water District	Nov 2024 56-049	Imjin Rd (Irrigation/Backflow Accts)	Paid by Check # 105866		11/27/2024	11/27/2024	11/27/2024		12/06/2024	223.14
10349 - Marina Coast Water District	Nov 2024 56-104	2850 5th Ave	Paid by Check # 105866		11/27/2024	11/27/2024	11/27/2024		12/06/2024	72.89
10349 - Marina Coast Water District	Nov 2024 56-040	Hilo Ave	Paid by Check # 105866		11/21/2024	11/27/2024	11/27/2024		12/06/2024	42.29



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 220 - Gas Tax											
Department 000 - Non-Dept											
Division 000 - Non-Div											
Sub-Division 00 - Non-Subdiv											
Account 6380.500 - Utilities Water & Sewer											
10349 - Marina Coast Water District	Nov 2024 56-028	California at Jerry Ct	Paid by Check # 105866		11/21/2024	11/27/2024	11/27/2024		12/06/2024	65.06	
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions		15	\$2,192.08	
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel											
10416 - Monterey County Petroleum-Sturdy Oil Co.	268076	City Fuel	Paid by Check # 105868		11/08/2024	11/22/2024	11/22/2024		12/06/2024	693.26	
10416 - Monterey County Petroleum-Sturdy Oil Co.	268070	City Fuel	Paid by Check # 105868		11/07/2024	11/22/2024	11/22/2024		12/06/2024	660.19	
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions		2	\$1,353.45	
Account 6400.737 - Material & Suppl Tools & Equip											
10728 - Ace Hardware-Public Works	089945	Duct Tape	Paid by Check # 105841		11/15/2024	12/03/2024	12/03/2024		12/06/2024	15.27	
Account 6400.737 - Material & Suppl Tools & Equip Totals							Invoice Transactions		1	\$15.27	
Account 6400.740 - Material & Suppl Special Dept Suppl											
10108 - Capitol Barricade, Inc.	172701	Perforated Square	Paid by Check # 105851		12/03/2024	12/04/2024	12/04/2024		12/06/2024	1,812.42	
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions		1	\$1,812.42	
Account 6400.780 - Material & Suppl Traffic Signal											
11248 - Bear Electrical Solutions, Inc.	24322	Reservation/Imjin Knockdown	Paid by Check # 105845		10/08/2024	11/22/2024	11/22/2024		12/06/2024	4,750.00	
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110588246	PW Uniforms	Paid by Check # 105893		11/22/2024	11/22/2024	11/22/2024		12/06/2024	73.51	
Account 6400.780 - Material & Suppl Traffic Signal Totals							Invoice Transactions		2	\$4,823.51	
Account 6400.800 - Material & Suppl Uniform											
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110583849	PW Shop Supplies	Paid by Check # 105893		11/15/2024	11/22/2024	11/22/2024		12/06/2024	73.51	
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110592951	PW Supplies	Paid by Check # 105893		11/29/2024	11/27/2024	11/27/2024		12/06/2024	73.51	
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions		2	\$147.02	
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions		26	\$29,376.45
Division 000 - Non-Div Totals								Invoice Transactions		26	\$29,376.45
Department 000 - Non-Dept Totals								Invoice Transactions		26	\$29,376.45
Fund 220 - Gas Tax Totals								Invoice Transactions		26	\$29,376.45



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

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										
10502 - Randazzo Enterprises	056880	Blight Removal 2024	Paid by Check # 105878		11/22/2024	11/26/2024	11/26/2024		12/06/2024	242,510.30
11489 - Wallace Group, Inc.	63782	Program Management	Paid by Check # 105895		11/20/2024	11/26/2024	11/26/2024		12/06/2024	10,186.75
11489 - Wallace Group, Inc.	63722	Blight Removal 2024 CM	Paid by Check # 105895		11/20/2024	11/26/2024	11/26/2024		12/06/2024	14,195.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	3		\$266,892.05
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$266,892.05
Division 000 - Non-Div Totals							Invoice Transactions	3		\$266,892.05
Department 000 - Non-Dept Totals							Invoice Transactions	3		\$266,892.05
Fund 223 - FORA Dissolution Totals							Invoice Transactions	3		\$266,892.05



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 233 - Monterey Bay Estates AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Nov 2024 313-6	PG&E 6793435313-6	Paid by Check # 105875		11/22/2024	12/03/2024	12/03/2024		12/06/2024	9.83
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions 1			\$9.83
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			\$9.83
Division 000 - Non-Div Totals							Invoice Transactions 1			\$9.83
Department 000 - Non-Dept Totals							Invoice Transactions 1			\$9.83
Fund 233 - Monterey Bay Estates AD Totals							Invoice Transactions 1			\$9.83



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 235 - Cypress Cove II AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Nov 2024 313-6	PG&E 6793435313-6	Paid by Check # 105875		11/22/2024	12/03/2024	12/03/2024		12/06/2024	.00
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	1		\$0.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$0.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$0.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$0.00
Fund 235 - Cypress Cove II AD Totals							Invoice Transactions	1		\$0.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

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	Nov 2024 16-000	199 A Paddon Place	Paid by Check # 105866		11/21/2024	11/27/2024	11/27/2024		12/06/2024	142.06
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 1			<u>\$142.06</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			<u>\$142.06</u>
Division 000 - Non-Div Totals							Invoice Transactions 1			<u>\$142.06</u>
Department 000 - Non-Dept Totals							Invoice Transactions 1			<u>\$142.06</u>
Fund 251 - CFD - Locke Paddon Totals							Invoice Transactions 1			<u>\$142.06</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 255 - Housing Assistance Fund										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.400 - Other Charges - Fees										
12067 - Sterling Management / Sterling Property Management	20241203 (306R)	306 Reservation Road - HOA Fees Nov & Dec 2024	Paid by Check # 105888		12/03/2024	12/02/2024	12/02/2024		12/06/2024	638.00
12067 - Sterling Management / Sterling Property Management	20250101 (306R)	306 Reservation Road - HOA Fees Jan 2025 and Sp. Assessment Fee	Paid by Check # 105888		12/03/2024	12/02/2024	12/02/2024		12/06/2024	649.00
Account 6600.400 - Other Charges - Fees Totals							Invoice Transactions	2		\$1,287.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$1,287.00
Division 000 - Non-Div Totals							Invoice Transactions	2		\$1,287.00
Department 000 - Non-Dept Totals							Invoice Transactions	2		\$1,287.00
Fund 255 - Housing Assistance Fund Totals							Invoice Transactions	2		\$1,287.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 462 - City Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10425 - Monterey Peninsula Engineering	08-09 16	Imjin Parkway Widening	Paid by Check # 105870		11/22/2024	12/03/2024	12/03/2024		12/06/2024	1,003,613.73
11489 - Wallace Group, Inc.	63782	Program Management	Paid by Check # 105895		11/20/2024	11/26/2024	11/26/2024		12/06/2024	36,104.62
10187 - Della Mora Heating, Inc.	16320	3220 Del Monte	Paid by Check # 105854		11/27/2024	11/27/2024	11/27/2024		12/06/2024	322.50
10261 - Graniterock/Pavex Construction	2194153	Imjin Parkway	Paid by EFT # 5463		11/16/2024	11/22/2024	11/22/2024		12/06/2024	533.95
12126 - Integral Consulting Inc.	28121	Hazard Policies	Paid by Check # 105900		11/18/2024	11/26/2024	11/26/2024		12/06/2024	1,399.00
10420 - Monterey County Weekly	311-090198-00002	Glorya Jean Tate	Paid by Check # 105869		11/21/2024	11/22/2024	11/22/2024		12/06/2024	282.15
10425 - Monterey Peninsula Engineering	08-09 15 add	Invoiced incorrectly Imjin Parkway	Paid by Check # 105870		09/04/2024	12/03/2024	12/03/2024		12/06/2024	.26
10425 - Monterey Peninsula Engineering	05-11 12 add	Invoiced incorrectly Imjin Parkway	Paid by Check # 105870		05/31/2024	12/03/2024	12/03/2024		12/06/2024	.27
10462 - Pacific Crest Engineering	14280	Dunes City Park Project	Paid by EFT # 5470		10/31/2024	12/03/2024	12/03/2024		12/06/2024	6,455.00
10834 - Tyler Technologies, Inc.(Former New World System)	045-494593	11/15/24 NWERP PB Training (Finance)	Paid by Check # 105891		11/20/2024	12/03/2024	12/03/2024		12/06/2024	700.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions		10	\$1,049,411.48
Account 6700.105 - Capital Outlay Construction										
11957 - Flock Group, Inc. / Flock Safety	INV-53210	Marina PD - Infrastructure Implementation of Flock camera	Paid by Check # 105857		12/02/2024	12/02/2024	12/02/2024		12/06/2024	3,150.00
Account 6700.105 - Capital Outlay Construction Totals							Invoice Transactions		1	\$3,150.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		11	\$1,052,561.48
Division 000 - Non-Div Totals							Invoice Transactions		11	\$1,052,561.48
Department 000 - Non-Dept Totals							Invoice Transactions		11	\$1,052,561.48
Fund 462 - City Capital Projects Totals							Invoice Transactions		11	\$1,052,561.48



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

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 6300.030 - Prof Svc Airport Specific Plan										
10150 - Coffman Associates	24EA37-2	Professional Services- Joby Update November 2024	Paid by Check # 105852		11/30/2024	12/23/2024	12/02/2024		12/06/2024	10,914.00
Account 6300.030 - Prof Svc Airport Specific Plan Totals									Invoice Transactions 1	\$10,914.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
11964 - Shute Mihaly & Weinberger LLP	288922	Airport - October 2024	Paid by Check # 105899		11/26/2024	12/02/2024	12/02/2024		12/06/2024	1,650.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals									Invoice Transactions 1	\$1,650.00
Account 6300.570 - Prof Svc Other										
10588 - United Site Services	INV-4967075	781 Neeson Rd (North Tarmac)	Paid by Check # 105892		11/30/2024	12/30/2024	11/26/2024		12/06/2024	424.95
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$424.95
Account 6360.050 - Maint & Repairs Building										
10995 - C.A. Wilson, Inc. DBA Industrial Machine Shop	025367	10 Brackets for T Hangar doors	Paid by Check # 105846		11/27/2024	12/20/2024	11/26/2024		12/06/2024	3,823.75
Account 6360.050 - Maint & Repairs Building Totals									Invoice Transactions 1	\$3,823.75
Account 6360.280 - Maint & Repairs Habitat Management Svc										
10250 - Gavilan Pest Control	0166017	Bldg 520 Squirrels	Paid by Check # 105858		11/13/2024	12/03/2024	12/03/2024		12/06/2024	1,150.00
Account 6360.280 - Maint & Repairs Habitat Management Svc Totals									Invoice Transactions 1	\$1,150.00
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228851	Janitorial Service - Police/Fire/Airport November 2024	Paid by EFT # 5459		11/25/2024	12/02/2024	12/02/2024		12/06/2024	410.00
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$410.00
Account 6360.450 - Maint & Repairs Maint & Repairs										
10728 - Ace Hardware-Public Works	090055	Supplies for EFO toilet repair	Paid by Check # 105841		11/26/2024	12/23/2024	11/26/2024		12/06/2024	51.33
10728 - Ace Hardware-Public Works	090070	Maintenance Supplies for Airport	Paid by Check # 105841		11/27/2024	12/02/2024	11/26/2024		12/06/2024	26.17
Account 6360.450 - Maint & Repairs Maint & Repairs Totals									Invoice Transactions 2	\$77.50
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9979081881	PW Verizon Phones (972476364-00001)	Paid by EFT # 5471		11/18/2024	11/27/2024	11/27/2024		12/06/2024	23.67
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$23.67
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268076	City Fuel	Paid by Check # 105868		11/08/2024	11/22/2024	11/22/2024		12/06/2024	184.63



Accounts Payable by G/L Distribution Report

Payment Date Range 12/06/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268070	City Fuel	Paid by Check # 105868		11/07/2024	11/22/2024	11/22/2024		12/06/2024	92.32
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										\$276.95
Invoice Transactions 2										
Account 6400.231 - Material & Suppl Fuel - Aviation 100LL										
12099 - Ascent Aviation Group Inc	1067176	100LL fuel	Paid by EFT # 5457		11/18/2024	12/18/2024	12/03/2024		12/06/2024	34,149.24
Account 6400.231 - Material & Suppl Fuel - Aviation 100LL Totals										\$34,149.24
Invoice Transactions 1										
Account 6400.232 - Material & Suppl Fuel - Aviation Jet A										
12099 - Ascent Aviation Group Inc	1068637	Jet A Fuel	Paid by EFT # 5457		12/01/2024	12/31/2024	12/03/2024		12/06/2024	25,370.90
Account 6400.232 - Material & Suppl Fuel - Aviation Jet A Totals										\$25,370.90
Invoice Transactions 1										
Sub-Division 00 - Non-Subdiv Totals										\$78,270.96
Invoice Transactions 13										
Division 000 - Non-Div Totals										\$78,270.96
Invoice Transactions 13										
Department 000 - Non-Dept Totals										\$78,270.96
Invoice Transactions 13										
Fund 555 - Marina Airport Totals										\$78,270.96
Invoice Transactions 13										
Grand Totals										\$1,889,419.39
Invoice Transactions 186										



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

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 6120.100 - Workers Comp Ins WC Ins										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	250101-07	EAP/Worker's Comp/Prop/Liab. Premium Allocation	Paid by Check # 105924		12/31/2024	01/01/2025	12/09/2024		12/13/2024	3,785.00
Account 6120.100 - Workers Comp Ins WC Ins Totals							Invoice Transactions	1		\$3,785.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$3,785.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$3,785.00
Department 110 - City Council Totals							Invoice Transactions	1		\$3,785.00
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6120.100 - Workers Comp Ins WC Ins										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	250101-07	EAP/Worker's Comp/Prop/Liab. Premium Allocation	Paid by Check # 105924		12/31/2024	01/01/2025	12/09/2024		12/13/2024	22,715.00
Account 6120.100 - Workers Comp Ins WC Ins Totals							Invoice Transactions	1		\$22,715.00
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background										
11869 - Agile Occupational Medicine PC	EM033165	Agile Occupational Medicine - Pre Emp Px	Paid by EFT # 5480		11/19/2024	12/09/2024	12/09/2024		12/13/2024	830.00
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background Totals							Invoice Transactions	1		\$830.00
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	269241	City Fuel Unleaded	Paid by Check # 105929		11/22/2024	12/05/2024	12/05/2024		12/13/2024	115.48
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions	1		\$115.48
Account 6500.700 - Training & Travel Training & Travel										
10400 - Monterey County Business Council	2401	MCBC Membership Luncheon - Layne Long	Paid by Check # 105927		09/13/2024	12/05/2024	12/05/2024		12/13/2024	50.00
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions	1		\$50.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		\$23,710.48
Division 000 - Non-Div Totals							Invoice Transactions	4		\$23,710.48
Department 120 - City Mgr/HR/Risk Totals							Invoice Transactions	4		\$23,710.48
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.330 - Prof Svc IT - Information Tech Svc										
10897 - TechRx Technology Services	12289	IT Support - November 2024	Paid by EFT # 5502		11/30/2024	12/05/2024	12/05/2024		12/13/2024	9,120.00
Account 6300.330 - Prof Svc IT - Information Tech Svc Totals							Invoice Transactions	1		\$9,120.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.076 - Maint & Repairs Copier										
10592 - U.S. Bank Equipment Finance-USbancorp	543520068	CDD Copier LEase Payment - December 2024	Paid by Check # 105946		11/29/2024	12/06/2024	12/06/2024		12/13/2024	225.06
Account 6360.076 - Maint & Repairs Copier Totals									Invoice Transactions 1	\$225.06
Account 6360.341 - Maint & Repairs IT - Computer Maint & Upgrade										
10897 - TechRx Technology Services	12283	Airfiber Repair	Paid by EFT # 5502		12/01/2024	12/05/2024	12/05/2024		12/13/2024	4,118.75
Account 6360.341 - Maint & Repairs IT - Computer Maint & Upgrade Totals									Invoice Transactions 1	\$4,118.75
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10897 - TechRx Technology Services	12296	Ninite Subscription - December 2024	Paid by EFT # 5502		12/01/2024	12/05/2024	12/05/2024		12/13/2024	216.00
10897 - TechRx Technology Services	12306	Veeam O365 Backup & Glacier Storage - December 2024	Paid by EFT # 5502		12/01/2024	12/05/2024	12/05/2024		12/13/2024	385.00
10897 - TechRx Technology Services	12295	Amazon Glacier - Subscription - December 2024	Paid by EFT # 5502		12/01/2024	12/05/2024	12/05/2024		12/13/2024	380.00
10897 - TechRx Technology Services	12301	Veeam Subscription - December 2024	Paid by EFT # 5502		12/01/2024	12/05/2024	12/05/2024		12/13/2024	380.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals									Invoice Transactions 4	\$1,361.00
Account 6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade										
10897 - TechRx Technology Services	12313	Citywide MS Office 365 - December 2024	Paid by EFT # 5502		12/01/2024	12/05/2024	12/05/2024		12/13/2024	2,646.00
Account 6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade Totals									Invoice Transactions 1	\$2,646.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 8	\$17,470.81
Division 000 - Non-Div Totals									Invoice Transactions 8	\$17,470.81
Department 125 - I. T. Totals									Invoice Transactions 8	\$17,470.81
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6120.100 - Workers Comp Ins WC Ins										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	250101-07	EAP/Worker's Comp/Prop/Liab. Premium Allocation	Paid by Check # 105924		12/31/2024	01/01/2025	12/09/2024		12/13/2024	22,715.00
Account 6120.100 - Workers Comp Ins WC Ins Totals									Invoice Transactions 1	\$22,715.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

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 6300.210 - Prof Svc Fin - Actuarial										
11232 - Avenu MuniServices	INV06-019987	ACFR FY2023-2024	Paid by EFT # 5482		12/04/2024	12/06/2024	12/06/2024		12/13/2024	2,940.00
Account 6300.210 - Prof Svc Fin - Actuarial Totals									Invoice Transactions 1	\$2,940.00
Account 6400.565 - Material & Suppl Office Supplies										
10999 - Tyler Business Forms - The Artina Group Inc.	99011	Tyler Business Forms 1099 - 2024	Paid by Check # 105952		12/10/2024	12/10/2024	12/10/2024		12/13/2024	435.77
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 1	\$435.77
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 3	\$26,090.77
Division 000 - Non-Div Totals									Invoice Transactions 3	\$26,090.77
Department 130 - Finance Totals									Invoice Transactions 3	\$26,090.77
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.217 - Prof Svc Fin - Business Lic Services										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN045140	October 2024 BL Admin Fee	Paid by EFT # 5489		10/31/2024	12/11/2024	12/11/2024		12/13/2024	3,042.28
Account 6300.217 - Prof Svc Fin - Business Lic Services Totals									Invoice Transactions 1	\$3,042.28
Account 6300.230 - Prof Svc Fin - Tax Reporting & Audit										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN045030	Transaction Tax October-December 2024	Paid by EFT # 5489		11/30/2024	12/11/2024	12/11/2024		12/13/2024	1,157.98
Account 6300.230 - Prof Svc Fin - Tax Reporting & Audit Totals									Invoice Transactions 1	\$1,157.98
Account 6300.235 - Prof Svc Cannabis Site Visit / Tax Audit										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN042724	August 2024 Cannabis Management Program	Paid by EFT # 5489		08/31/2024	12/06/2024	12/06/2024		12/13/2024	125.00
Account 6300.235 - Prof Svc Cannabis Site Visit / Tax Audit Totals									Invoice Transactions 1	\$125.00
Account 6300.570 - Prof Svc Other										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN045141	September 2024 - HDL TOT	Paid by EFT # 5489		10/31/2024	12/11/2024	12/11/2024		12/13/2024	2,122.07
11250 - U.S. Bank	7555727	Admin Fee-Abrams B Apts Fin Series 2006 11/1/24-10/31/25	Paid by Check # 105945		11/25/2024	12/11/2024	12/11/2024		12/13/2024	2,000.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 2	\$4,122.07



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

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 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4213905074	Mat Service City Hall	Paid by Check # 105912		12/06/2024	12/06/2024	12/06/2024		12/13/2024	62.27
Account 6360.570 - Maint & Repairs Other Svc Agr Totals									Invoice Transactions 1	\$62.27
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	000022650062	CALNET3-9391023466 (384-8477)	Paid by Check # 105907		11/28/2024	12/06/2024	12/06/2024		12/13/2024	59.75
10758 - AT & T CALNET3	000022650034	CALNET3-9391023440 (384-0860)	Paid by Check # 105907		11/28/2024	12/06/2024	12/06/2024		12/13/2024	30.67
10758 - AT & T CALNET3	000022650064	CALNET3-9391023468 (384-9148)	Paid by Check # 105907		11/28/2024	12/06/2024	12/06/2024		12/13/2024	30.65
10758 - AT & T CALNET3	000022650035	CALNET3-9391023441 (384-0888)	Paid by Check # 105907		11/28/2024	12/06/2024	12/06/2024		12/13/2024	30.65
10758 - AT & T CALNET3	000022650059	CALNET3-9391023463 (384-7854)	Paid by Check # 105907		11/28/2024	12/06/2024	12/06/2024		12/13/2024	30.65
10758 - AT & T CALNET3	000022650031	CALNET3-9391023437 (384-0425)	Paid by Check # 105907		11/28/2024	12/06/2024	12/06/2024		12/13/2024	60.95
Account 6380.150 - Utilities Comm Phone System Totals									Invoice Transactions 6	\$243.32
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Nov 2024 56-041	Acct# 000056041 - 3260 Imjin Road	Paid by Check # 105923		11/27/2024	12/11/2024	12/11/2024		12/13/2024	335.59
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 1	\$335.59
Account 6600.340 - Other Charges Insur - Liability										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	250101-07	EAP/Worker's Comp/Prop/Liab. Premium Allocation	Paid by Check # 105924		12/31/2024	01/01/2025	12/09/2024		12/13/2024	446,467.50
Account 6600.340 - Other Charges Insur - Liability Totals									Invoice Transactions 1	\$446,467.50
Account 6600.452 - Other Charges Leased Copier										
11451 - Monterey Bay Office Products - US Bank	543970941	City Hall Copier Lease - December 2024	Paid by Check # 105925		12/04/2024	12/06/2024	12/06/2024		12/13/2024	415.00
Account 6600.452 - Other Charges Leased Copier Totals									Invoice Transactions 1	\$415.00
Account 6600.650 - Other Charges COVID 19 Response										
10897 - TechRx Technology Services	12185	Zoom Charges	Paid by EFT # 5502		10/31/2024	12/05/2024	12/05/2024		12/13/2024	567.57
Account 6600.650 - Other Charges COVID 19 Response Totals									Invoice Transactions 1	\$567.57
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 16	\$456,538.58
Division 000 - Non-Div Totals									Invoice Transactions 16	\$456,538.58
Department 190 - Citywide Non-Dept Totals									Invoice Transactions 16	\$456,538.58



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

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 6120.100 - Workers Comp Ins WC Ins										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	250101-07	EAP/Worker's Comp/Prop/Liab. Premium Allocation	Paid by Check # 105924		12/31/2024	01/01/2025	12/09/2024		12/13/2024	249,863.00
Account 6120.100 - Workers Comp Ins WC Ins Totals										Invoice Transactions 1
										\$249,863.00
Account 6300.570 - Prof Svc Other										
10167 - Critical Reach	4001	2025 APBnet Annual Support	Paid by Check # 105915		12/05/2024	12/06/2024	12/06/2024		12/13/2024	415.00
12065 - Hasco Stations, LLC	HCL-002823-24	Car Wash	Paid by Check # 105920		12/05/2024	12/06/2024	12/06/2024		12/13/2024	34.00
10334 - Lexis Nexis Risk Solutions	1100059665	November 2024 Minimum Commitment	Paid by Check # 105922		11/30/2024	12/09/2024	12/09/2024		12/13/2024	150.00
Account 6300.570 - Prof Svc Other Totals										Invoice Transactions 3
										\$599.00
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades										
10897 - TechRx Technology Services	12281	Tech supplies and maintenance 11/19/24; 11/30/24	Paid by EFT # 5502		11/30/2024	12/06/2024	12/06/2024		12/13/2024	1,384.75
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades Totals										Invoice Transactions 1
										\$1,384.75
Account 6360.570 - Maint & Repairs Other Svc Agr										
12146 - MRC Smart Tech. Solutions/MR COPY INC DBA:XBS-WEST	IN4505673	Meter Read	Paid by Check # 105932		11/20/2024	12/04/2024	12/04/2024		12/13/2024	1,171.88
10592 - U.S. Bank Equipment Finance-USbancorp	543322168	Contract Pmt 11/20/24 - 12/20/24	Paid by Check # 105946		11/26/2024	12/05/2024	12/05/2024		12/13/2024	2,984.45
Account 6360.570 - Maint & Repairs Other Svc Agr Totals										Invoice Transactions 2
										\$4,156.33
Account 6370.010 - Shared Svc 911										
10411 - Monterey County - Emergency Communications	12-09-24	Monterey County Emergency Communication Quarter 3 Invoice 24/25	Paid by Check # 105926		12/02/2024	12/09/2024	12/09/2024		12/13/2024	124,179.30
Account 6370.010 - Shared Svc 911 Totals										Invoice Transactions 1
										\$124,179.30
Account 6370.535 - Shared Svc NGEN O & M										
10411 - Monterey County - Emergency Communications	12-09-24	Monterey County Emergency Communication Quarter 3 Invoice 24/25	Paid by Check # 105926		12/02/2024	12/09/2024	12/09/2024		12/13/2024	9,455.66
Account 6370.535 - Shared Svc NGEN O & M Totals										Invoice Transactions 1
										\$9,455.66
Account 6380.150 - Utilities Comm Phone System										
10053 - AT & T	Dec 2024 428 0	Acct # 24813472754280	Paid by Check # 105906		12/01/2024	12/10/2024	12/10/2024		12/13/2024	17.20
Account 6380.150 - Utilities Comm Phone System Totals										Invoice Transactions 1
										\$17.20



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

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 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Nov 2024 56-091	Acct # 000056-091	Paid by Check # 105923		11/27/2024	12/10/2024	12/10/2024		12/13/2024	164.86
Account 6380.500 - Utilities Water & Sewer Totals										Invoice Transactions 1
										<u>\$164.86</u>
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	269241	City Fuel Unleaded	Paid by Check # 105929		11/22/2024	12/05/2024	12/05/2024		12/13/2024	4,388.35
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										Invoice Transactions 1
										<u>\$4,388.35</u>
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)										
10897 - TechRx Technology Services	12199	Tech Supplies and services 10/31/24	Paid by EFT # 5502		11/30/2024	12/06/2024	12/06/2024		12/13/2024	800.00
10897 - TechRx Technology Services	12285	Tech supplies and services 11/21/24	Paid by EFT # 5502		11/30/2024	12/06/2024	12/06/2024		12/13/2024	474.05
10897 - TechRx Technology Services	12282	Tech supplies and services 11/24/24	Paid by EFT # 5502		11/30/2024	12/06/2024	12/06/2024		12/13/2024	751.94
10897 - TechRx Technology Services	12271	Tech supplies and services 10/23/24	Paid by EFT # 5502		11/30/2024	12/06/2024	12/06/2024		12/13/2024	1,255.19
10897 - TechRx Technology Services	12269	Tech supplies and services 11/8/24	Paid by EFT # 5502		11/01/2024	12/06/2024	12/06/2024		12/13/2024	152.95
10897 - TechRx Technology Services	12319	Tech supplies and services 11/30/24	Paid by EFT # 5502		11/30/2024	12/06/2024	12/06/2024		12/13/2024	1,350.19
10897 - TechRx Technology Services	12178	Tech supplies and services 10/18/24	Paid by EFT # 5502		10/31/2024	12/09/2024	12/09/2024		12/13/2024	225.41
10897 - TechRx Technology Services	12284	Tech Supplies and services 10/31/24	Paid by EFT # 5502		10/31/2024	12/06/2024	12/06/2024		12/13/2024	5,341.99
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap) Totals										Invoice Transactions 8
										<u>\$10,351.72</u>
Account 6400.565 - Material & Suppl Office Supplies										
10498 - Quill Corporation	41747555	Office Supplies	Paid by Check # 105939		11/29/2024	12/10/2024	12/10/2024		12/13/2024	393.94
Account 6400.565 - Material & Suppl Office Supplies Totals										Invoice Transactions 1
										<u>\$393.94</u>
Account 6400.720 - Material & Suppl Safety Equip										
12149 - Standard Fusee Corporation/ORION SAFETY PRODUCTS	00323192	Safety Equipment - Flares	Paid by Check # 105942		12/08/2024	12/10/2024	12/10/2024		12/13/2024	505.18
Account 6400.720 - Material & Suppl Safety Equip Totals										Invoice Transactions 1
										<u>\$505.18</u>
Account 6500.620 - Training & Travel POST										
10636 - Ball, Michael	12-02-24	Per Diem Ball Human Trafficking	Paid by Check # 105948		12/04/2024	12/04/2024	12/04/2024		12/13/2024	92.00
11587 - Carolyn Peliova - Reimbursement only	12-03-24	Per Diem Peliova Perishable Skills Training	Paid by EFT # 5484		12/04/2024	12/04/2024	12/04/2024		12/13/2024	161.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

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 6500.620 - Training & Travel POST										
11830 - Eduardo Gamboa - reimbursement only	12-03-24	Per Diem Gamboa Perishable Skills Training	Paid by EFT # 5485		12/04/2024	12/04/2024	12/04/2024		12/13/2024	161.00
11768 - Ivan Santana	12-02-24	Per Diem Santana Human Trafficking	Paid by EFT # 5491		12/04/2024	12/04/2024	12/04/2024		12/13/2024	92.00
11768 - Ivan Santana	12-19-24	Per Diem Santana Wiretap	Paid by EFT # 5491		12/04/2024	12/04/2024	12/04/2024		12/13/2024	10.00
11751 - Ryan Rodrigues - reimbursement only	12-03-24	Per Diem Rodrigues Perishable Skills Training	Paid by Check # 105951		12/04/2024	12/04/2024	12/04/2024		12/13/2024	161.00
10704 - Whittaker, James	12-02-24	Per Diem Whittaker Human Trafficking Training	Paid by Check # 105954		12/04/2024	12/04/2024	12/04/2024		12/13/2024	92.00
Account 6500.620 - Training & Travel POST Totals							Invoice Transactions	7		\$769.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	29		\$406,228.29
Division 000 - Non-Div Totals							Invoice Transactions	29		\$406,228.29
Department 210 - Police Totals							Invoice Transactions	29		\$406,228.29
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6120.100 - Workers Comp Ins WC Ins										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	250101-07	EAP/Worker's Comp/Prop/Liab. Premium Allocation	Paid by Check # 105924		12/31/2024	01/01/2025	12/09/2024		12/13/2024	170,361.00
Account 6120.100 - Workers Comp Ins WC Ins Totals							Invoice Transactions	1		\$170,361.00
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	124538	Plan review & inspection at Sanctuary Beach Resort	Paid by Check # 105911		11/28/2024	12/11/2024	12/11/2024		12/13/2024	215.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$215.00
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10035 - Ruth Maria Milla-Leon/Andersen's Lock & Safe, Inc.	17112520241	3260 Imjin Rd Fire Station #2	Paid by EFT # 5499		11/25/2024	11/25/2024	11/25/2024		12/13/2024	341.80
Account 6360.070 - Maint & Repairs Bdg Public Safety Totals							Invoice Transactions	1		\$341.80
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
11649 - ESO Solutions, Inc.	ESO-155545	RMS Bundle, Software Updates and Upgrades	Paid by Check # 105955		12/02/2024	12/06/2024	12/06/2024		12/13/2024	2,185.43



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
11739 - IntelliSite, LLC/EPIC IO Technologies, Inc.	5162	Netcloud Essentials Plan, router w/power supply & antennas	Paid by EFT # 5490		08/09/2024	12/06/2024	12/06/2024		12/13/2024	2,751.27
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals									Invoice Transactions 2	\$4,936.70
Account 6360.570 - Maint & Repairs Other Svc Agr										
11930 - American Medical Response West	6613354	LUCAS - Chest Compression System Bundle, Charger & Cable	Paid by Check # 105904		12/06/2024	12/06/2024	12/06/2024		12/13/2024	17,517.52
10129 - Cintas Corporation	4213905063	Shop towels	Paid by Check # 105912		12/06/2024	12/09/2024	12/09/2024		12/13/2024	159.99
Account 6360.570 - Maint & Repairs Other Svc Agr Totals									Invoice Transactions 2	\$17,677.51
Account 6360.850 - Maint & Repairs Vehicle										
10331 - Stommell Inc. / LEHR	SI112758	Install tablet mounts & lights on unit 22-02	Paid by EFT # 5500		12/06/2024	12/09/2024	11/30/2024		12/13/2024	3,537.36
10331 - Stommell Inc. / LEHR	SI112756	Install safety light on unit 22-02	Paid by EFT # 5500		12/06/2024	12/09/2024	11/30/2024		12/13/2024	1,297.00
Account 6360.850 - Maint & Repairs Vehicle Totals									Invoice Transactions 2	\$4,834.36
Account 6370.010 - Shared Svc 911										
10411 - Monterey County - Emergency Communications	12-09-24	Monterey County Emergency Communication Quarter 3 Invoice 24/25	Paid by Check # 105926		12/02/2024	12/09/2024	12/09/2024		12/13/2024	13,797.70
Account 6370.010 - Shared Svc 911 Totals									Invoice Transactions 1	\$13,797.70
Account 6370.535 - Shared Svc NGEN O & M										
10411 - Monterey County - Emergency Communications	12-09-24	Monterey County Emergency Communication Quarter 3 Invoice 24/25	Paid by Check # 105926		12/02/2024	12/09/2024	12/09/2024		12/13/2024	3,522.69
Account 6370.535 - Shared Svc NGEN O & M Totals									Invoice Transactions 1	\$3,522.69
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9979618804	FD Mobile from October 26 - November 25, 2024	Paid by EFT # 5503		11/25/2024	12/09/2024	12/09/2024		12/13/2024	546.95
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$546.95
Account 6400.100 - Material & Suppl CSA 74 Funded										
10470 - Peninsula Welding & Medical Supply	267205	Compressed Oxygen	Paid by Check # 105937		09/25/2024	12/05/2024	12/05/2024		12/13/2024	182.35
Account 6400.100 - Material & Suppl CSA 74 Funded Totals									Invoice Transactions 1	\$182.35



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	269241	City Fuel Unleaded	Paid by Check # 105929		11/22/2024	12/05/2024	12/05/2024		12/13/2024	346.45
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	<u>\$346.45</u>
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent										
10470 - Peninsula Welding & Medical Supply	271023	Service Charge	Paid by Check # 105937		11/30/2024	12/05/2024	12/05/2024		12/13/2024	2.74
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent Totals									Invoice Transactions 1	<u>\$2.74</u>
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	090042	Items for SCBA	Paid by Check # 105901		11/25/2024	12/06/2024	12/06/2024		12/13/2024	15.69
10927 - Ace Hardware - Fire Dept.	090044	Items for SCBA	Paid by Check # 105901		11/25/2024	12/06/2024	12/06/2024		12/13/2024	3.04
10927 - Ace Hardware - Fire Dept.	090038	Items for SCBA	Paid by Check # 105901		11/25/2024	12/06/2024	12/06/2024		12/13/2024	21.70
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 3	<u>\$40.43</u>
Account 6400.796 - Material & Suppl Turnout Equip-Wildland Fires										
10323 - L.N. Curtis & Sons	INV892464	Wildland Fire Boots for S. DeVincenzi	Paid by EFT # 5492		12/03/2024	12/06/2024	12/06/2024		12/13/2024	272.27
Account 6400.796 - Material & Suppl Turnout Equip-Wildland Fires Totals									Invoice Transactions 1	<u>\$272.27</u>
Account 6400.800 - Material & Suppl Uniform										
10323 - L.N. Curtis & Sons	INV892878	Uniform & Jacket for A. Prado	Paid by EFT # 5492		12/04/2024	12/06/2024	12/06/2024		12/13/2024	247.80
10323 - L.N. Curtis & Sons	INV891141	Uniform for C. Vega, long sleeve shirt	Paid by EFT # 5492		11/27/2024	12/06/2024	12/06/2024		12/13/2024	161.55
Account 6400.800 - Material & Suppl Uniform Totals									Invoice Transactions 2	<u>\$409.35</u>
Account 6700.110 - Capital Outlay Equipment										
10323 - L.N. Curtis & Sons	INV881759	Stallion Air Compressor - Resolution #2023-71	Paid by EFT # 5492		10/31/2024	12/10/2024	12/10/2024		12/13/2024	70,632.09
Account 6700.110 - Capital Outlay Equipment Totals									Invoice Transactions 1	<u>\$70,632.09</u>
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 22	<u>\$288,119.39</u>
Division 000 - Non-Div Totals									Invoice Transactions 22	<u>\$288,119.39</u>
Department 250 - Fire Totals									Invoice Transactions 22	<u>\$288,119.39</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6120.100 - Workers Comp Ins WC Ins										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	250101-07	EAP/Worker's Comp/Prop/Liab. Premium Allocation	Paid by Check # 105924		12/31/2024	01/01/2025	12/09/2024		12/13/2024	83,288.00
Account 6120.100 - Workers Comp Ins WC Ins Totals										Invoice Transactions 1
										\$83,288.00
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10728 - Ace Hardware-Public Works	090007	community center	Paid by Check # 105903		11/21/2024	12/04/2024	12/04/2024		12/13/2024	145.23
10728 - Ace Hardware-Public Works	089921	City Hall	Paid by Check # 105903		11/12/2024	12/04/2024	12/04/2024		12/13/2024	2.61
10250 - Gavilan Pest Control	0166292	190 Seaside Cir	Paid by Check # 105919		11/27/2024	12/05/2024	12/05/2024		12/13/2024	300.00
10250 - Gavilan Pest Control	0166459	3254 abdy Way	Paid by Check # 105919		11/27/2024	12/05/2024	12/05/2024		12/13/2024	300.00
10250 - Gavilan Pest Control	0166351	Preston Park	Paid by Check # 105919		11/27/2024	12/05/2024	12/05/2024		12/13/2024	330.00
10035 - Ruth Maria Milla-Leon/Andersen's Lock & Safe, Inc.	17112720243	Locke Paddon Park	Paid by EFT # 5499		11/27/2024	12/09/2024	12/09/2024		12/13/2024	175.89
10538 - Sherwin-Williams	7460-0	Facilities Community Center	Paid by Check # 105941		11/16/2024	12/04/2024	12/04/2024		12/13/2024	393.88
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals										Invoice Transactions 7
										\$1,647.61
Account 6360.075 - Maint & Repairs Bdg Teen Center										
10728 - Ace Hardware-Public Works	090040	Teen Center	Paid by Check # 105903		11/25/2024	12/04/2024	12/04/2024		12/13/2024	126.07
Account 6360.075 - Maint & Repairs Bdg Teen Center Totals										Invoice Transactions 1
										\$126.07
Account 6360.170 - Maint & Repairs Elevator Svc										
10574 - TK Elevator	3008229382	208 Palm Ave	Paid by Check # 105944		12/01/2024	12/05/2024	12/05/2024		12/13/2024	1,618.70
Account 6360.170 - Maint & Repairs Elevator Svc Totals										Invoice Transactions 1
										\$1,618.70
Account 6370.535 - Shared Svc NGEN O & M										
10411 - Monterey County - Emergency Communications	12-09-24	Monterey County Emergency Communication Quarter 3 Invoice 24/25	Paid by Check # 105926		12/02/2024	12/09/2024	12/09/2024		12/13/2024	3,876.65
Account 6370.535 - Shared Svc NGEN O & M Totals										Invoice Transactions 1
										\$3,876.65
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Nov 2024 56-105	Hydrant Meter 2660 5th Ave	Paid by Check # 105923		11/27/2024	12/05/2024	12/05/2024		12/13/2024	123.00
10349 - Marina Coast Water District	Nov 2024 56-103	2480 Fifth Ave	Paid by Check # 105923		11/27/2024	12/05/2024	12/05/2024		12/13/2024	139.81



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Nov 2024 56-102	9th St & 4th St	Paid by Check # 105923		11/27/2024	12/05/2024	12/05/2024		12/13/2024	129.71
10349 - Marina Coast Water District	Nov 2024 56-100	9th Street Irrigation	Paid by Check # 105923		11/27/2024	12/05/2024	12/05/2024		12/13/2024	631.94
10349 - Marina Coast Water District	Nov 2024 56-099	9th Street West of 2nd Ave	Paid by Check # 105923		11/27/2024	12/05/2024	12/05/2024		12/13/2024	223.14
10349 - Marina Coast Water District	Nov 2024 56-090	Locke Paddon Park	Paid by Check # 105923		11/21/2024	12/05/2024	12/05/2024		12/13/2024	122.01
10349 - Marina Coast Water District	Nov 2024 56-006	188 Seaside Circle	Paid by Check # 105923		11/21/2024	12/05/2024	12/05/2024		12/13/2024	422.34
10349 - Marina Coast Water District	Dec 2024 56-034	3240 Deforest Rd	Paid by Check # 105923		12/05/2024	12/09/2024	12/09/2024		12/13/2024	637.05
10349 - Marina Coast Water District	Dec 2024 56-098	3254 Abdy Way (Tate Park-Building)	Paid by Check # 105923		12/05/2024	12/09/2024	12/09/2024		12/13/2024	72.62
10349 - Marina Coast Water District	Dec 2024 56-106	306 Reservation Rd	Paid by Check # 105923		12/05/2024	12/09/2024	12/09/2024		12/13/2024	60.99
10349 - Marina Coast Water District	Dec 2024 56-011	3254 Abdy Way (Tate Park-Irrigation)	Paid by Check # 105923		12/05/2024	12/09/2024	12/09/2024		12/13/2024	194.98
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 11	\$2,757.59
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	269241	City Fuel Unleaded	Paid by Check # 105929		11/22/2024	12/05/2024	12/05/2024		12/13/2024	173.24
10560 - Suburban Propane	1602-516937	Suburban Propane	Paid by Check # 105943		11/22/2024	12/04/2024	12/04/2024		12/13/2024	422.38
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 2	\$595.62
Account 6400.800 - Material & Suppl Uniform										
11986 - RJ Collier	11-27-24	Boot Reimbursement	Paid by Check # 105940		11/27/2024	12/04/2024	12/04/2024		12/13/2024	225.00
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110597364	PW Uniforms	Paid by Check # 105947		12/06/2024	12/09/2024	12/09/2024		12/13/2024	189.04
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110597365	PW Shop Supplies	Paid by Check # 105947		12/06/2024	12/09/2024	12/09/2024		12/13/2024	73.51
Account 6400.800 - Material & Suppl Uniform Totals									Invoice Transactions 3	\$487.55
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 27	\$94,397.79
Division 311 - Buildings & Grounds Totals									Invoice Transactions 27	\$94,397.79



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6120.100 - Workers Comp Ins WC Ins										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	250101-07	EAP/Worker's Comp/Prop/Liab. Premium Allocation	Paid by Check # 105924		12/31/2024	01/01/2025	12/09/2024		12/13/2024	11,357.00
Account 6120.100 - Workers Comp Ins WC Ins Totals									Invoice Transactions 1	\$11,357.00
Account 6360.690 - Maint & Repairs Supplies										
10428 - Monterey Tire Service	1-121213	FD	Paid by Check # 105931		11/07/2024	12/05/2024	12/05/2024		12/13/2024	1,811.19
Account 6360.690 - Maint & Repairs Supplies Totals									Invoice Transactions 1	\$1,811.19
Account 6360.850 - Maint & Repairs Vehicle										
10465 - Pacific Smog	2444	Smog	Paid by Check # 105936		12/02/2024	12/05/2024	12/05/2024		12/13/2024	189.00
Account 6360.850 - Maint & Repairs Vehicle Totals									Invoice Transactions 1	\$189.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 3	\$13,357.19
Division 313 - Vehicle Maint Totals									Invoice Transactions 3	\$13,357.19
Department 310 - Public Works Totals									Invoice Transactions 30	\$107,754.98
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6120.100 - Workers Comp Ins WC Ins										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	250101-07	EAP/Worker's Comp/Prop/Liab. Premium Allocation	Paid by Check # 105924		12/31/2024	01/01/2025	12/09/2024		12/13/2024	22,715.00
Account 6120.100 - Workers Comp Ins WC Ins Totals									Invoice Transactions 1	\$22,715.00
Account 6330.100 - Fee Agr Costs - Planning										
10712 - Fieldman, Rolapp & Associates	30125	Marina Station CFD Formation - March-November 2024	Paid by Check # 105918		12/09/2024	12/10/2024	12/10/2024		12/13/2024	10,208.90
10508 - Regional Government Services	17721	Marina Dunes Misc October 2024	Paid by EFT # 5498		10/31/2024	12/04/2024	12/04/2024		12/13/2024	1,640.40
Account 6330.100 - Fee Agr Costs - Planning Totals									Invoice Transactions 2	\$11,849.30
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	269241	City Fuel Unleaded	Paid by Check # 105929		11/22/2024	12/05/2024	12/05/2024		12/13/2024	115.48
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$115.48
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)										
10897 - TechRx Technology Services	12273	Rachel's Desktop	Paid by EFT # 5502		11/30/2024	12/11/2024	12/11/2024		12/13/2024	1,773.53
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap) Totals									Invoice Transactions 1	\$1,773.53



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.352 - Material & Suppl IT - Software (non-capitalize)										
10046 - ARC (Former San Jose Blue)	12653436	Plotter Lease September 2024/Cdd	Paid by Check # 105905		11/15/2024	11/25/2024	11/25/2024		12/13/2024	417.92
Account 6400.352 - Material & Suppl IT - Software (non-capitalize) Totals							Invoice Transactions		1	<u>\$417.92</u>
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	397883385001	Office Supplies USB	Paid by Check # 105935		11/25/2024	12/11/2024	12/11/2024		12/13/2024	29.26
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions		1	<u>\$29.26</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		7	<u>\$36,900.49</u>
Division 000 - Non-Div Totals							Invoice Transactions		7	<u>\$36,900.49</u>
Department 410 - Planning Totals							Invoice Transactions		7	<u>\$36,900.49</u>
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6120.100 - Workers Comp Ins WC Ins										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	250101-07	EAP/Worker's Comp/Prop/Liab. Premium Allocation	Paid by Check # 105924		12/31/2024	01/01/2025	12/09/2024		12/13/2024	15,143.00
Account 6120.100 - Workers Comp Ins WC Ins Totals							Invoice Transactions		1	<u>\$15,143.00</u>
Account 6400.565 - Material & Suppl Office Supplies										
11790 - Quality Print & Copy	24117	Business Cards	Paid by EFT # 5496		12/05/2024	12/05/2024	12/05/2024		12/13/2024	120.18
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions		1	<u>\$120.18</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		2	<u>\$15,263.18</u>
Division 000 - Non-Div Totals							Invoice Transactions		2	<u>\$15,263.18</u>
Department 420 - Engineering Totals							Invoice Transactions		2	<u>\$15,263.18</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6120.100 - Workers Comp Ins WC Ins										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	250101-07	EAP/Worker's Comp/Prop/Liab. Premium Allocation	Paid by Check # 105924		12/31/2024	01/01/2025	12/09/2024		12/13/2024	15,143.00
Account 6120.100 - Workers Comp Ins WC Ins Totals							Invoice Transactions	1		\$15,143.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$15,143.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$15,143.00
Department 430 - Building Inspection Totals							Invoice Transactions	1		\$15,143.00
Department 440 - Economic Dev										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6120.100 - Workers Comp Ins WC Ins										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	250101-07	EAP/Worker's Comp/Prop/Liab. Premium Allocation	Paid by Check # 105924		12/31/2024	01/01/2025	12/09/2024		12/13/2024	3,786.00
Account 6120.100 - Workers Comp Ins WC Ins Totals							Invoice Transactions	1		\$3,786.00
Account 6600.497 - Other Charges Membership MCCVB										
10378 - Monterey County Convention & Visitors Bureau - TID	2024 Q2 TOT	TOT Destination Marketing Jurisdiction Investment Q2	Paid by Check # 105928		12/01/2024	12/09/2024	12/09/2024		12/13/2024	28,750.00
Account 6600.497 - Other Charges Membership MCCVB Totals							Invoice Transactions	1		\$28,750.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$32,536.00
Division 000 - Non-Div Totals							Invoice Transactions	2		\$32,536.00
Department 440 - Economic Dev Totals							Invoice Transactions	2		\$32,536.00
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6120.100 - Workers Comp Ins WC Ins										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	250101-07	EAP/Worker's Comp/Prop/Liab. Premium Allocation	Paid by Check # 105924		12/31/2024	01/01/2025	12/09/2024		12/13/2024	26,501.00
Account 6120.100 - Workers Comp Ins WC Ins Totals							Invoice Transactions	1		\$26,501.00
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades										
10374 - Maynard Group Inc.	301668	phone & installation	Paid by EFT # 5493		11/11/2024	12/11/2024	12/11/2024		12/13/2024	625.05
10897 - TechRx Technology Services	12253	workstation	Paid by EFT # 5502		11/30/2024	12/11/2024	12/11/2024		12/13/2024	1,901.90
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades Totals							Invoice Transactions	2		\$2,526.95



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10726 - Ace Hardware-Parks&Recreation	089972	107	Paid by Check # 105902		11/18/2024	12/11/2024	12/11/2024		12/13/2024	16.13
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions		1	\$16.13
Account 6380.150 - Utilities Comm Phone System										
10603 - Verizon Wireless	9978964950	542484588-00001	Paid by EFT # 5503		11/17/2024	12/11/2024	12/11/2024		12/13/2024	399.19
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions		1	\$399.19
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	269241	City Fuel Unleaded	Paid by Check # 105929		11/22/2024	12/05/2024	12/05/2024		12/13/2024	288.71
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions		1	\$288.71
Account 6400.565 - Material & Suppl Office Supplies										
11790 - Quality Print & Copy	24109	business cards	Paid by EFT # 5496		12/05/2024	12/11/2024	12/11/2024		12/13/2024	135.18
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions		1	\$135.18
Account 6400.740 - Material & Suppl Special Dept Suppl										
10967 - Monterey Signs, Inc.	25753	yard signs	Paid by EFT # 5494		12/04/2024	12/11/2024	12/11/2024		12/13/2024	546.25
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions		1	\$546.25
Account 6500.700 - Training & Travel Training & Travel										
11720 - Helping Hands Health Education, LLC	4535	CPR/AED	Paid by EFT # 5488		11/12/2024	12/11/2024	12/11/2024		12/13/2024	182.00
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions		1	\$182.00
Account 6600.740 - Other Charges Special Event										
12139 - Connections Boarding Stable Inc	2810	tree lighting event	Paid by Check # 105914		12/04/2024	12/11/2024	12/11/2024		12/13/2024	486.06
11784 - John Upshaw John Upshaw - DJ Monterey	12-22-24	Winterfest Event	Paid by Check # 105949		11/21/2024	12/11/2024	12/11/2024		12/13/2024	600.00
Account 6600.740 - Other Charges Special Event Totals							Invoice Transactions		2	\$1,086.06
Account 6700.120 - Capital Outlay Software & Info System										
12141 - Placer Labs Inc.	12.44001054	Platform Access:Location Based Svc & Analytic 11/18/24-11/17/25	Paid by Check # 105938		11/25/2024	12/06/2024	12/06/2024		12/13/2024	19,000.00
Account 6700.120 - Capital Outlay Software & Info System Totals							Invoice Transactions		1	\$19,000.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		12	\$50,681.47
Division 100 - Admin Totals							Invoice Transactions		12	\$50,681.47



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 510 - Recreation & Culture										
Division 512 - Teen										
Sub-Division 00 - Non-Subdiv										
Account 6400.652 - Material & Suppl Recr Special Progr / Events										
12053 - Swank Motion Pictures, Inc.	BO 2345835	movie showing rights	Paid by EFT # 5501		12/05/2024	12/11/2024	12/11/2024		12/13/2024	395.00
Account 6400.652 - Material & Suppl Recr Special Progr / Events Totals							Invoice Transactions	1		\$395.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$395.00
Division 512 - Teen Totals							Invoice Transactions	1		\$395.00
Division 513 - Senior										
Sub-Division 00 - Non-Subdiv										
Account 6400.652 - Material & Suppl Recr Special Progr / Events										
10726 - Ace Hardware-Parks&Recreation	089901	107	Paid by Check # 105902		11/09/2024	12/11/2024	12/11/2024		12/13/2024	54.61
Account 6400.652 - Material & Suppl Recr Special Progr / Events Totals							Invoice Transactions	1		\$54.61
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$54.61
Division 513 - Senior Totals							Invoice Transactions	1		\$54.61
Division 514 - Sports										
Sub-Division 00 - Non-Subdiv										
Account 6400.656 - Material & Suppl Recr Sports Prog										
10084 - BSN Sports Inc	927604545	sports items	Paid by Check # 105910		11/04/2024	12/11/2024	12/11/2024		12/13/2024	285.72
Account 6400.656 - Material & Suppl Recr Sports Prog Totals							Invoice Transactions	1		\$285.72
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$285.72
Division 514 - Sports Totals							Invoice Transactions	1		\$285.72
Department 510 - Recreation & Culture Totals							Invoice Transactions	15		\$51,416.80
Fund 100 - General Fund Totals							Invoice Transactions	140		\$1,480,957.77



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 110 - Vehicle and Equipment										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.450 - Other Charges Leases & Rents										
11491 - Enterprise FM Trust - Fleet Lease payments only	FBN5205496	Lease Payment/December 24	Paid by EFT # 5486		12/05/2024	12/06/2024	12/06/2024		12/13/2024	27,518.74
Account 6600.450 - Other Charges Leases & Rents Totals							Invoice Transactions 1			<u>\$27,518.74</u>
Account 6700.110 - Capital Outlay Equipment										
10780 - Allstar Fire Equipment Inc.	260715	FLIR Camera Kit & In Truck Charger for Rosenbauer Truck	Paid by EFT # 5481		12/04/2024	12/10/2024	12/10/2024		12/13/2024	5,054.45
Account 6700.110 - Capital Outlay Equipment Totals							Invoice Transactions 1			<u>\$5,054.45</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 2			<u>\$32,573.19</u>
Division 000 - Non-Div Totals							Invoice Transactions 2			<u>\$32,573.19</u>
Department 000 - Non-Dept Totals							Invoice Transactions 2			<u>\$32,573.19</u>
Fund 110 - Vehicle and Equipment Totals							Invoice Transactions 2			<u>\$32,573.19</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

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 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	149038	Landscape Maintenance November 2024	Paid by Check # 105934		11/30/2024	12/05/2024	12/05/2024		12/13/2024	894.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		\$894.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$894.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$894.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$894.00
Fund 130 - Library Maintenance Totals							Invoice Transactions	1		\$894.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Nov 2024 56-095	2nd Ave	Paid by Check # 105923		11/27/2024	12/05/2024	12/05/2024		12/13/2024	223.14
10349 - Marina Coast Water District	Nov 2024 56-037	2nd Ave	Paid by Check # 105923		11/27/2024	12/05/2024	12/05/2024		12/13/2024	223.14
10349 - Marina Coast Water District	Nov 2024 56-036	2nd Ave/Divarty & Intergarrison	Paid by Check # 105923		11/27/2024	12/05/2024	12/05/2024		12/13/2024	223.14
10349 - Marina Coast Water District	Dec 2024 56-030	Crescent Ave/Reser Rd/Ramada Inn	Paid by Check # 105923		12/05/2024	12/09/2024	12/09/2024		12/13/2024	65.06
10349 - Marina Coast Water District	Dec 2024 56-032	Crescent Ave/Costa Del Mar East Side	Paid by Check # 105923		12/05/2024	12/09/2024	12/09/2024		12/13/2024	122.01
10349 - Marina Coast Water District	Dec 2024 56-084	Crescent/Schuler/Irrigation	Paid by Check # 105923		12/05/2024	12/09/2024	12/09/2024		12/13/2024	42.29
10349 - Marina Coast Water District	Dec 2024 56-085	Crescent/Whitney Irrigation	Paid by Check # 105923		12/05/2024	12/09/2024	12/09/2024		12/13/2024	42.29
10349 - Marina Coast Water District	Dec 2024 56-086	Crescent Ave/Sirena Del Mar Irrigation	Paid by Check # 105923		12/05/2024	12/09/2024	12/09/2024		12/13/2024	42.29
10349 - Marina Coast Water District	Dec 2024 56-087	Crescent Ave/Costa Del Mar East Side	Paid by Check # 105923		12/05/2024	12/09/2024	12/09/2024		12/13/2024	42.29
10349 - Marina Coast Water District	Dec 2024 56-008	Reservation & Del Monte	Paid by Check # 105923		12/05/2024	12/09/2024	12/09/2024		12/13/2024	42.29
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 10	\$1,067.94
Account 6400.155 - Material & Suppl Dump Fees										
10427 - Monterey Regional Waste Management District	4203521	Sweeper Dirt	Paid by Check # 105930		11/15/2024	12/04/2024	12/04/2024		12/13/2024	408.10
10427 - Monterey Regional Waste Management District	4203673	Sweeper Dirt	Paid by Check # 105930		12/04/2024	12/04/2024	12/04/2024		12/13/2024	374.99
10427 - Monterey Regional Waste Management District	4203264	Sweeper Dirt	Paid by Check # 105930		11/15/2024	12/04/2024	12/04/2024		12/13/2024	440.44
Account 6400.155 - Material & Suppl Dump Fees Totals									Invoice Transactions 3	\$1,223.53
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	269241	City Fuel Unleaded	Paid by Check # 105929		11/22/2024	12/05/2024	12/05/2024		12/13/2024	173.22
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$173.22
Account 6400.737 - Material & Suppl Tools & Equip										
10728 - Ace Hardware-Public Works	090072	Teen Center	Paid by Check # 105903		11/27/2024	12/04/2024	12/04/2024		12/13/2024	14.19
Account 6400.737 - Material & Suppl Tools & Equip Totals									Invoice Transactions 1	\$14.19
Account 6400.780 - Material & Suppl Traffic Signal										
11248 - Bear Electrical Solutions, Inc.	24457	Traffic Signal Maintenance Response	Paid by Check # 105908		09/30/2024	12/04/2024	12/04/2024		12/13/2024	510.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.780 - Material & Suppl Traffic Signal										
10085 - Burton's Fire, Inc.	24458	Traffic Signal Maintenance services		Paid by EFT # 5483	09/28/2024	12/04/2024	12/04/2024		12/13/2024	250.00
Account 6400.780 - Material & Suppl Traffic Signal Totals							Invoice Transactions 2			\$760.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 17			\$3,238.88
Division 000 - Non-Div Totals							Invoice Transactions 17			\$3,238.88
Department 000 - Non-Dept Totals							Invoice Transactions 17			\$3,238.88
Fund 220 - Gas Tax Totals							Invoice Transactions 17			\$3,238.88



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

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										
11884 - National Construction Rentals, Inc.	7629967	2nd Ave & 8th Street Fencing	Paid by Check # 105933		11/06/2024	11/25/2024	11/25/2024		12/13/2024	363.12
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$363.12
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$363.12
Division 000 - Non-Div Totals							Invoice Transactions	1		\$363.12
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$363.12
Fund 223 - FORA Dissolution Totals							Invoice Transactions	1		\$363.12



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

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.	149038	Landscape Maintenance November 2024	Paid by Check # 105934		11/30/2024	12/05/2024	12/05/2024		12/13/2024	226.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		\$226.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$226.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$226.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$226.00
Fund 232 - Seabreeze AD Totals							Invoice Transactions	1		\$226.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

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.	149038	Landscape Maintenance November 2024	Paid by Check # 105934		11/30/2024	12/05/2024	12/05/2024		12/13/2024	485.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		\$485.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$485.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$485.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$485.00
Fund 233 - Monterey Bay Estates AD Totals							Invoice Transactions	1		\$485.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

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 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	149038	Landscape Maintenance November 2024	Paid by Check # 105934		11/30/2024	12/05/2024	12/05/2024		12/13/2024	549.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		\$549.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$549.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$549.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$549.00
Fund 235 - Cypress Cove II AD Totals							Invoice Transactions	1		\$549.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

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 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	421593	Installed Plants at Locke Paddon Point Phase 2	Paid by Check # 105934		10/30/2024	12/05/2024	12/05/2024		12/13/2024	3,000.00
10446 - New Image Landscape Co.	149038	Landscape Maintenance November 2024	Paid by Check # 105934		11/30/2024	12/05/2024	12/05/2024		12/13/2024	258.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	2		<u>\$3,258.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		<u>\$3,258.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	2		<u>\$3,258.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	2		<u>\$3,258.00</u>
Fund 251 - CFD - Locke Paddon Totals							Invoice Transactions	2		<u>\$3,258.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

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 6300.570 - Prof Svc Other										
10713 - Goodwin Consulting Group	13518	Annual CFD Tax Administration	Paid by EFT # 5487		12/05/2024	12/09/2024	12/09/2024		12/13/2024	2,685.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$2,685.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$2,685.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$2,685.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$2,685.00
Fund 252 - CFD - Dunes No. 2015-1 Totals							Invoice Transactions	1		\$2,685.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 422 - Capital Projects - Measure X										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11847 - BKF Engineers	24100682	Marina Pavement Management Program	Paid by Check # 105909		10/25/2024	12/05/2024	12/05/2024		12/13/2024	3,113.50
11847 - BKF Engineers	24100683	Marina Pavement Mangement Program Slurry Seal Streets	Paid by Check # 105909		10/25/2024	12/05/2024	12/05/2024		12/13/2024	2,866.50
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$5,980.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$5,980.00
Division 000 - Non-Div Totals							Invoice Transactions	2		\$5,980.00
Department 000 - Non-Dept Totals							Invoice Transactions	2		\$5,980.00
Fund 422 - Capital Projects - Measure X Totals							Invoice Transactions	2		\$5,980.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

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	29488946	Imjin Parkway PS&E	Paid by Check # 105921		09/30/2024	12/09/2024	12/09/2024		12/13/2024	16,228.88
10316 - Kimley-Horn & Associates	29142396	Imjin Parkway PS&E	Paid by Check # 105921		08/31/2024	12/09/2024	12/09/2024		12/13/2024	27,922.00
11762 - Raimi + Associates, Inc	24-6675	Marina GPU	Paid by EFT # 5497		12/03/2024	12/05/2024	12/05/2024		12/13/2024	12,872.75
11084 - EMC Planning Group	24-132-2	Locke-Paddon Wetland Community Park & Pond Managment Plan	Paid by Check # 105917		11/30/2024	12/09/2024	12/09/2024		12/13/2024	1,751.73
10462 - Pacific Crest Engineering	14191	Dunes City Park Project	Paid by EFT # 5495		09/30/2024	12/04/2024	12/04/2024		12/13/2024	2,197.50
11762 - Raimi + Associates, Inc	24-6545	Marina ODS	Paid by EFT # 5497		09/13/2024	12/04/2024	12/04/2024		12/13/2024	816.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	6		\$61,788.86
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	6		\$61,788.86
Division 000 - Non-Div Totals							Invoice Transactions	6		\$61,788.86
Department 000 - Non-Dept Totals							Invoice Transactions	6		\$61,788.86
Fund 462 - City Capital Projects Totals							Invoice Transactions	6		\$61,788.86



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

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 6120.100 - Workers Comp Ins WC Ins										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	250101-07	EAP/Worker's Comp/Prop/Liab. Premium Allocation	Paid by Check # 105924		12/31/2024	01/01/2025	12/09/2024		12/13/2024	7,572.00
Account 6120.100 - Workers Comp Ins WC Ins Totals									Invoice Transactions 1	\$7,572.00
Account 6360.050 - Maint & Repairs Building										
10187 - Della Mora Heating, Inc.	16305	Station #2 Airport	Paid by Check # 105916		12/05/2024	01/06/2025	12/06/2024		12/13/2024	17,755.00
Account 6360.050 - Maint & Repairs Building Totals									Invoice Transactions 1	\$17,755.00
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	149038	Landscape Maintenance November 2024	Paid by Check # 105934		11/30/2024	12/05/2024	12/05/2024		12/13/2024	2,340.00
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	\$2,340.00
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	000022650038	Fire Alarms Hangar 524 & 533 (9391023444)	Paid by Check # 105907		11/28/2024	01/06/2025	12/05/2024		12/13/2024	59.75
10758 - AT & T CALNET3	000022650037	Fire Alarms Hangar 524 & 533 (9391023443)	Paid by Check # 105907		11/28/2024	01/06/2025	12/05/2024		12/13/2024	59.75
10758 - AT & T CALNET3	000022650043	AWOS-Auto Weather Service (9391023449)	Paid by Check # 105907		11/28/2024	01/06/2025	12/05/2024		12/13/2024	32.62
Account 6380.150 - Utilities Comm Phone System Totals									Invoice Transactions 3	\$152.12
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	269241	City Fuel Unleaded	Paid by Check # 105929		11/22/2024	12/05/2024	12/05/2024		12/13/2024	173.22
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$173.22
Account 6600.452 - Other Charges Leased Copier										
11451 - Monterey Bay Office Products - US Bank	544024664	Airport Copier lease November-December	Paid by Check # 105925		12/05/2024	12/29/2024	12/05/2024		12/13/2024	94.85
Account 6600.452 - Other Charges Leased Copier Totals									Invoice Transactions 1	\$94.85
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 8	\$28,087.19
Division 000 - Non-Div Totals									Invoice Transactions 8	\$28,087.19
Department 000 - Non-Dept Totals									Invoice Transactions 8	\$28,087.19
Fund 555 - Marina Airport Totals									Invoice Transactions 8	\$28,087.19
Grand Totals									Invoice Transactions 183	\$1,621,086.01



Accounts Payable by G/L Distribution Report

Payment Date Range 12/13/24 - 12/13/24

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 6650.010 - ROPS #10-Financial, RE Advisory Svc										
10315 - Keyser Marston Associates	0039310	prof. srvc 11/2024: ROPS and estimate of Dunes FY25-26	Paid by EFT # 111		12/09/2024	12/09/2024	12/09/2024		12/13/2024	1,696.25
Account 6650.010 - ROPS #10-Financial, RE Advisory Svc Totals							Invoice Transactions	1		\$1,696.25
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$1,696.25
Division 000 - Non-Div Totals							Invoice Transactions	1		\$1,696.25
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$1,696.25
Fund 758 - Successor Agency Oblig Retirement Totals							Invoice Transactions	1		\$1,696.25
Grand Totals							Invoice Transactions	1		\$1,696.25



DRAFT

Agenda Item: **10b(2)**
City Council Meeting of
December 17, 2024

MINUTES

Tuesday, November 26, 2024

12:00 P.M. Open Session

SPECIAL MEETING

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

PARTICIPATION

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

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

1. CALL TO ORDER
2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)
MEMBERS PRESENT: Jennifer McAdams, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Liesbeth Visscher, Mayor/Chair Bruce C. Delgado
3. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
4. 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. Discussion regarding opening of California Avenue to the public, impacts and potential options to consider.

Public Comments:

- Carol Eng – Marina Dunes resident, commented on traffic along California Avenue and the speeds in which people travel on it. Suggested conducting a trip survey. In favor of opening California Avenue but only at the appropriate time determined by the city. Requests the city to immediately restore the closure.
- Ming Chan – Marina Dunes resident, commented on the noise from the traffic and noted since the opening of California Avenue the small wildlife has been less visible/audible. Need more speed limit signs in both direction along streets.
- Doug McArdle, MCP – Shared with Council and the public that MCP routinely shares all project updates with city staff and city shares their concerns/observations. All street closures and openings are done in conjunction with us and the city. It's always done together. never done arbitrarily.
- Denise Turley – Commented that the lighting along Imjin Parkway is not sufficient. Commented on Las Animas Concrete trucks damaging her vehicle.
- Marie Weiner – Stated the intersection of California and Imjin should remain open, the traffic noise and safety problems are caused by Las Animas Concrete's use of California residential streets as an industrial road. Commented on the lack of a proper lease with Las Animas.
- Jeff Markham – Asked if the extension for Las Animas will be the last one? What the anticipated traffic pattern change will be when 9th street is completed? Do we expect CSUMB students will not use California as much as Los Animas? Supports California Avenue being opened.

- b. Discussion regarding opening of 2nd Avenue to the public.

The City Manager provided council and public update on the opening of 2nd Avenue as it relates to CDEC Hill and the Business Park area.

Don Hofer, Shea Development provided council and public the process for opening roads/streets to the public. Provided the reasoning behind not opening up that section of 2nd Avenue. Waiting for PG&E to connect electric and gas to the main grid. After 5 delays on PG&E side, PG&E arrived today. Also stated that Shea/MCP was in contact with Garrett from MCWD, who is representative for the Commercial Tenants Association on a regular basis.

MCCARTHY/BIALA: THAT WE ASK STAFF TO COME UP WITH A CLOSURE PROCESS, ROAD OPENING PROCESS; AND THAT WE GET SOME DATA IN THE LAST TWO YEARS AT THIRD AVENUE AND FOURTH AVENUE ON IMOGEN PARKWAY REGARDING NUMBER OF ACCIDENTS, INJURIES, AND FATALITIES; AND THAT WE EXPECT THAT THERE'S A COMMUNITY UPDATE PROCESS THAT IS SPELLED OUT IN THAT PLAN THAT INCLUDES ESTIMATED TIMES OF OPENING AND CLOSING THESE ROADS. 5-0-0-0 Motion Passes

5. ADJOURNMENT:

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor



DRAFT

Agenda Item: **10b(2)**
City Council Meeting of
December 17, 2024

MINUTES

Tuesday, December 3, 2024

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

REGULAR MEETING

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

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

Council Chambers
211 Hillcrest Avenue
Marina, California

AND

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

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

PARTICIPATION

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

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

1. **CALL TO ORDER**

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

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

3. **PUBLIC COMMENT ON CLOSED SESSION ITEMS:**

4. **CLOSED SESSION:**

- a. Public Employee Performance Evaluation, Unrepresented Employee (CA Govt. Code Section 54957(b)) – City Manager
- b. Public Employee Performance Evaluation, Unrepresented Employee (CA Govt. Code Section 54957(b)) – City Attorney
- c. Conference with Legal Counsel: Anticipated Litigation (Govt. Code § 54956.9(d)(4)), 1 case. Based on existing facts and circumstances, the City Council has decided to initiate or is deciding whether to initiate litigation

6:00-6:30 P.M. RECEPTION FOR VOLUNTEER COMMISSIONERS AND COUNCILMEMBERS-ELEC KATHY BIALA AND JENNY MCADAMS.

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

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

CANVASSING NOVEMBER 5, 2024 ELECTION

Consider adopting **Resolution No. 2024-132**, canvassing the November 5, 2024, General Municipal Election of the City of Marina.

MCCARTHY/VISSCHER: THAT WE ADOPT RESOLUTION NO. 2024-132, CANVASSING THE NOVEMBER 5, 2024, GENERAL MUNICIPAL ELECTION OF THE CITY OF MARINA. 5-0-0-0 Motion Passes

Swearing-in of District 2 City Councilmember-Elect Kathy Biala, by Mayor Delgado

Swearing-in of District 3 City Councilmember-Elect Jenny McAdams, Supervisor Wendy Root Askew

6. **SPECIAL PRESENTATIONS:**

- a. Commissioner Appreciation Certificates
 - i. Planning Commissioners: Audra Walton, Galia Baron, Glenn Woodson, Paul Cheng, Richard St. John, Surinder Rana, Victor Jacobsen.
 - ii. Public Works Commissioners: Jaime Schrabec, Joosik Choi, Stephen Rouland, Steve Hunt.
 - iii. Recreation & Cultural Services Commissioners: Lisa Rike, Mia Nugyen, Shawn Adams, Sheila Baker.

7. **COUNCIL AND STAFF ANNOUNCEMENTS:**

Andrea Willer – Provided council and the public December activities; introduced Teliah Bell as the new full-time youth program staff leader and Andrea “Drea” Diallo, as the new Recreation Manager.

Payor Pro-Tem Visscher – Announced the Winter Wrangler Fest at the Marina Equestrian Center on December 8, 2024, from 12:00-4:00pm.

Council Member McAdams – Announced Santa will be driving through the streets. Last Saturday the Marina Chamber of Commerce held a Holiday Market. Support local businesses.

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.*

- Tom Zahiralis – Commented on the noise pollution being created by Las Animas trucks along California Ave., cement trucks come down California Avenue from 6:00 a.m. until 5.30 p.m. daily except for Sunday. no warning or discussion about California Avenue reopening at Imjin. Requests that Las Animas lease not be renewed and that the month-to-month CUP be limited to at most 18 months.
- Carol Eng – Spoke about the Las Animas lease that is to come before council for approval and thinks that if a new road cannot be created for the trucks to get in and out of the cement factory, then the city should not grant a new lease. Asked if California Avenue between Imjin and 8th Street are being maintained under this dunes special tax collections? Is this segment of California Avenue Built to withstand the heavy loads of Los Animus trucks?
- Karl – Commented on the noise generated from the Las Animas truck along California Ave and the speeds in which they travel. Noted there is a safety issue as people bike and walk along that road. Asked if more speed signs or speed restrictions be installed. Likes the idea of a new access road for them.
- Min Chang – Commented on the speeds along California Ave and 4th Avenue. Noted these roads do not have enough clear signage.

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 105767-105838, totaling \$638,049.70
Accounts Payable Successor Agency Check 128 totaling \$3,070.00

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

(1) November 19, 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: None
- g. APPROVAL OF AGREEMENTS: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Adopting **Resolution No. 2024-133**, authorize executing a professional services agreement with US Digital Designs by Honeywell for the installation of a phoenix G2 Fire Station Alerting System *(Not a Project under CEQA per Article 20, Section 15378)*
- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
- i. MAPS: None
- j. REPORTS: (RECEIVE AND FILE):
 - (1) Consider receiving Investment Reports for the City of Marina, City of Marina as Successor Agency to the Marina Redevelopment Agency, and Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC) and Abrams B Non-Profit Corporation for the quarter ended September 30, 2024
- k. FUNDING & BUDGET MATTERS: None
- l. APPROVE ORDINANCES (WAIVE SECOND READING): None
- m. APPROVE APPOINTMENTS: None

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

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

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

- a. Adopting **Resolution No. 2024-134**, accepting Hilltop Park except the landscape area; and accepting the Landscape area subject to entering into an Improvement and Long-Term Maintenance Agreement; and approving an Improvement and Long-Term Maintenance Agreement defining Developers obligations during the maintenance period and finding the action is exempt from CEQA pursuant to Section 15061(B)(3) of the CEQA guidelines.

Public Comment:

- Fred Watson – Stated the package for this item was incomplete, Exhibit D was missing all the sub-exhibits mentioned in it. Was interested in sub-exhibit B “Scope of Work”. Not sure

what the developers' obligations are. Believes this item should be continued until the public can review the missing sub-exhibits. Commented on natives at 10% and bare ground at 90%.

- Stephen Lee – Volunteered at Hilltop Park for the past 2-years. Concerned about the bare ground coverage and the native coverage and to make sure that the new plants are watered well in order to get established. Would like to want to see the other areas brought up to that standard.

MCADAMS/MCCARTHY: THAT THE CITY OF MARINA DOES HEREBY INCORPORATE THE RECITALS AS IF FULLY SET FORTH HEREIN IN THEIR ENTIRETY:

- 1. FINDS THAT THE FOLLOWING ACTIONS ARE EXEMPT FROM CEQA PURSUANT TO SECTION 15061B3 OF THE CEQA GUIDELINES TO ACCEPTS HILL PARK ACCEPTS HILL PARK.**
- 2. ACCEPT THE LANDSCAPED AREA AS SHOWN IN EXHIBIT C AND ACCEPTS THE LANDSCAPE AREA SUBJECT TO THE CITY OF MARINA AND SHEA HOMES ENTERING INTO A SEPARATE IMPROVEMENT AND MAINTENANCE AGREEMENT, EXHIBIT D FOR HILLTOP PARK DEFINING CITY'S AND SHEA HOMES OBLIGATION DURING THE MAINTENANCE PERIOD.**
- 3. AUTHORIZES THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE AGREEMENT SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND**
- 4. DIRECT CITY STAFF TO MAKE APPROPRIATE STEPS TO PAY THE MARINA COAST WATER DISTRICT CAPACITY CHARGE FOR THE PARK. WHICH SHALL BE REIMBURSED TO THE CITY AFTER THREE YEARS AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AND**
 - a) CHANGE THE IRRIGATION IN THE AGREEMENT TO RECYCLED WATER ONLY AND OMIT THE POTABLE IRRIGATION WATER IRRIGATION.**
 - b) TO INCLUDE A VOLUNTEER ROLE IN THE MAINTENANCE PLAN WITH A CITY EXPERT OVERSIGHT**
 - c) CONSIDER THE NUMBER AND PLACEMENT OF IRRIGATION SPIGOTS TO BE INCLUDED IN THE MAINTENANCE PLAN.**
 - d) TO CONSIDER INFORMATIONAL AND EDUCATIONAL SIGNS IN THE PARK AND COME BACK TO COUNCIL ON THE REMOVAL OF EQUESTRIAN PRESENCE IN HILLTOP PARK.**
 - e) WE RECOMMEND A GOAL TO SUPPORT NATIVE MARITIME SPECIES AS MUCH AS POSSIBLE.**
 - f) THAT SHEEP SORREL BE ADDED TO THE LIST IN THE LANDSCAPE PLAN, WHICH IS EXHIBIT F.**
 - g) COMPLETE EXHIBIT D (TO INCLUDE ALL SUB-EXHIBITS MENTIONED IN EXH. D)**

5-0-0-0 Motion Passes

- b. Adopting **Resolution No. 2024-135**, approving the purchase of a cloud-based public works citizen relationship management (CRM) software platform from CivicPlus, and approving the purchase of an asset management/work order software system from Cityworks, with implementation services provided through Centricity.

Public Comments: None received

- c. Council receive presentation on AB413 Daylight Bill

City Council received presentation.

Public Comments: None received.

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 10:50 P.M.

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 17, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
APPROVING REGULAR CITY COUNCIL MEETING SCHEDULE FOR
2025 CALENDAR YEAR.**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2024-, approving regular City Council meeting schedule for 2025 Calendar Year.

BACKGROUND:

The City Council meets regularly on the first and third Tuesdays of each month.

Historically, City Council meetings scheduled for the Tuesday after a holiday have been rescheduled to the Wednesday following the holiday. This change to the regular schedule allows City Council members and the public an opportunity to ask questions from staff sufficiently in advance of attendance at a regular City Council meeting.

In 2025, the holidays and special events that may affect agenda packet review include: New Year's Day (Wednesday, January 1st Observed) Martin Luther King Jr, Birthday (Monday, January 20th), Presidents Day (Monday, February 17th); National Night Out (Tuesday, August 5th); and Labor Day (Monday, September 1st).

ANALYSIS:

Last year the City Council cancelled the 2nd meetings in July and August to make it easier for the council and staff to schedule time for vacation during the summer months when school is out and when people typically take vacations and not have to miss a council meeting to take a vacation. This was successful and we are proposing again that the 2nd council meeting of the summer months, which would be the July 15th, and August 19th city council meetings be cancelled.

The 2025 Calendar is proposed which includes rescheduling seven (7) meeting dates ("EXHIBIT A").

1. Regular meeting of Tuesday, January 7, 2025 (Cancelled) due to New Year's Day.
2. Regular meeting of Tuesday, January 21, 2025, to Wednesday, January 22, 2025.
3. Regular meeting of Tuesday, February 18, 2025, to Wednesday, February 19, 2025.
4. Regular meeting of Tuesday, July 15, 2025 (Cancelled) due to summer vacation.
5. Regular meeting of Tuesday, August 5, 2025, to Wednesday, August 6, 2025.
6. Regular meeting of Tuesday, August 19, 2025 (Cancelled) due to summer vacation.
7. Regular meeting of Tuesday, September 2, 2025, to Wednesday, September 3, 2025.

Rescheduling these meeting dates will allow the time necessary for questions and clarifications from the City Council and any interested parties.

As a matter of governance, the City holds City Council meetings and establishing the 2025 calendar in advance provides the City Council, staff and public advanced notice in regard to when the regular business of the City will be discussed.

FISCAL IMPACT:

None

CONCLUSION:

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

Respectfully submitted,

Anita Sharp
Deputy City Clerk
City of Marina

REVIEW AND CONCUR

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING REGULAR MEETING SCHEDULE FOR 2024 CALENDAR YEAR

In 2025, the holidays and special events that may affect agenda packet review include: New Year's Day (Wednesday, January 1st Observed) Martin Luther King Jr, Birthday (Monday, January 20th), Presidents Day (Monday, February 17th); National Night Out (Tuesday, August 5th); and Labor Day (Monday, September 1st).

WHEREAS, the 2025 Calendar is proposed which includes rescheduling the regular meetings of:

1. Regular meeting of Tuesday, January 7, 2025 (Cancelled) due to New Year's Day
2. Regular meeting of Tuesday, January 21, 2025, to Wednesday, January 22, 2025
3. Regular meeting of Tuesday, February 18, 2025, to Wednesday, February 19, 2025
4. Regular meeting of Tuesday, July 15, 2025 (Cancelled) due to summer vacation.
5. Regular meeting of Tuesday, August 5, 2025, to Wednesday, August 6, 2025
6. Regular meeting of Tuesday, August 19, 2025 (Cancelled) due to summer vacation.
7. Regular meeting of Tuesday, September 2, 2025, to Wednesday, September 3, 2025

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Marina hereby approves the Regular Meeting schedule for 2025 Calendar Year ("**Exhibit A**").

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 17th day of December 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A



City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
PH. 831. 884.1278; FAX 831.384.9148
www.cityofmarina.org

MARINA CITY COUNCIL REGULAR MEETING SCHEDULE 2025

Tuesday, January 7, 2025 (Cancelled)
****Wednesday, January 22, 2025***

Tuesday, February 4, 2025
****Wednesday, February 19, 2025***

Tuesday, March 4, 2025
Tuesday, March 18, 2025

Tuesday, April 1, 2025
Tuesday, April 15, 2025

Tuesday, May 6, 2025
Tuesday, May 20, 2025

Tuesday, June 3, 2025
Tuesday, June 17, 2025

Tuesday, July 1, 2025
Tuesday, July 15, 2025 (Cancelled)

*****Wednesday, August 6, 2025***
Tuesday, August 19, 2025 (Cancelled)

****Wednesday, September 3, 2025***
Tuesday, September 16, 2025

Tuesday, October 7, 2025
Tuesday, October 21, 2025

Tuesday, November 4, 2025
Tuesday, November 18, 2025

Tuesday, December 2, 2025
Tuesday, December 16, 2025

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

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 17, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
RECEIVING AND FILING THE 2024 INFORMATION REPORT ON THE
ADJUSTMENT OF THE MITIGATION FEES FOR NEW
DEVELOPMENT**

REQUEST:

It is requested that City Council consider:

1. Adopting Resolution No. 2024-, receiving and filing the 2024 Information Report on the adjustment of mitigation fees for new development.

BACKGROUND:

At the regular meeting of August 7, 2007, the City Council passed and adopted Ordinance No. 2007-10, amending Chapter 3.26 of the Marina Municipal Code allowing the mitigation fees for new development to be increased/decrease on January 1 of each calendar year based on the percentage change in the Construction Cost Index (CCI) estimate approach that is typically used by public agencies as an estimated measure of the costs of construction of public infrastructure. The added provision states:

Section 3.26.055 Indexing.

“The City Council directs that the fee levels established by Section 3.26.050 shall be reviewed prior to January 1 of each year by the director. The fee levels shall be compared to the Engineering News Record (“ENR”) Construction Cost Index. The fee levels may be changed in accordance with the percentage change in the ENR index from November 1 to November 1 of each preceding year, but in no case shall the indexing percentage increase or decrease in fees allowed by this section exceed that shown in the ENR index. When calculating the fee level to be charged for the coming calendar year, increments of less than one dollar shall be rounded to the nearest dollar. Before January 1 of each year, the director shall prepare an informational report to the city council containing the calculations required by this section. If any index adjustments and fee changes are appropriate, the same shall be effective on January 1.”

At the regular City Council meeting of July 19, 2016, the City Council passed and adopted Ordinance No. 2016-04, amending Chapter 3.26 of the Marina Municipal Code updating developer impact mitigation fees which are charged for new development. This update was a major update of all the capital improvement master plans and a major update of impact fees.

ANALYSIS:

Staff has completed the review of the Engineering News Record (“ENR”) Construction Cost Index Value for November 2023 through November 2024. The November 2023 value was 13510.57 and the value for November 2024 was 13632.39 which is an increase of 0.9 percent. The Municipal Code requires that this informational report be provided to the City Council before January 1 which shows the new fee calculations. Unless directed otherwise by the City Council, these indexed adjustments and fee changes become effective January 1, 2025.

The attached (“**EXHIBIT A**”) shows the current and proposed new Development Public Facilities Impact Fees effective January 1, 2025. These fees are applied to all new development unless there is a previously approved Development Agreement.

The Dunes (formerly University Villages) Development Agreement

The Dunes Development Agreement approved in 2005 established city impact and other development fees and monetary exactions specific for their development. Exhibit D of this agreement states these fees are, “**subject to increase only for escalation in accordance with the construction cost index, identified in the City’s fee adoption ordinances**”.

The development impact fees for the Dunes Development are also being adjusted by the same Construction Cost Index percentage increase calculated above. The attached (“**EXHIBIT B**”) shows the current impact mitigation fees and the new impact mitigation fees for The Dunes development effective January 1, 2025.

FISCAL IMPACT:

The increased development Public Facilities Impact Fees will result in increased revenues for the various development impact fee fund accounts. These will be used for development of new parks, public facilities, public safety facilities, and transportation system improvements to mitigate the demands of an increasing population.

California Environmental Quality Act (CEQA)

Receiving an informational report on the adjustments to mitigation fees is not a project under CEQA per Article 20 Section 15378(b).

CONCLUSION:

This report is submitted to City Council for information.

Respectfully submitted,

Edrie Delos Santos, PE
Engineering Division
Public Works Department

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
RECEIVING AND FILING THE 2024 INFORMATION REPORT ON THE ADJUSTMENT
OF THE MITIGATION FEES FOR NEW DEVELOPMENT.

WHEREAS, on August 7, 2007, the City Council adopted Ordinance No. 2007-10, increasing the City's Public Facilities Impact Fees and adding a provision for indexing the fees each January 1, and;

WHEREAS, the Engineering News Record ("ENR") Construction Cost Index Value for November 2023 was 13510.57 and the Value for November 2024 was 13632.39 which is an increase of 0.9 percent, and;

WHEREAS, the attached "Exhibit A" shows the new Public Facilities Impact Fees effective January 1, 2025, and;

WHEREAS, Impact mitigation fees for the Dunes (formerly referred to as "University Villages") were established per the Development Agreement between the City of Marina and Marina Community Partners, LLC approved on May 31, 2005 by Resolution 2005-135 and executed on July 8, 2005, and;

WHEREAS, the Development Agreement provides for the adjustment of impact fees per the Construction Cost Index, and;

WHEREAS, the same Engineering News Record ("ENR") Construction Cost Index increase of 0.9 percent will be applied to the impact mitigation fees for the Dunes, and;

WHEREAS, the attached "Exhibit B" shows the new Dunes Impact Fees effective January 1, 2025, and;

WHEREAS, the indexed Public Facilities Impact Fees will result in increased revenues to the City's Public Facilities Impact Fees Fund, and;

WHEREAS, receiving an informational report on the adjustments to mitigation fees is not a project under CEQA per Article 20 Section 15378(b).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby receive and file the 2024 City of Marina Public Facilities Impact Fees Adjustment Index Report.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 17th day of December 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

**Public Facilities Impact Fee Summary
Indexed for 2025**

Land Use	(a) 2024 Public Buildings Fee	(b) Public Buildings Fee	(c) 2024 Public Safety Fee	(d) Public Safety Fee	(e) 2024 Roadways Fee	(f) Roadways Fee	(g) 2024 Intersections Fee	(h) Intersections Fee	(i) 2024 Parks Fee	(j) Parks Fee	2024 Total Fee (a+c+e+g+i)	Total Fee
Residential												
Single Family Dwelling Units	\$ 4,938	\$ 4,983	\$ 1,064	\$ 1,074	\$ 9,312	\$ 9,396	\$ 2,255	\$ 2,275	\$ 10,695	\$ 10,791	\$ 28,264	\$ 28,519
Senior Homes	\$ 3,293	\$ 3,323	\$ 708	\$ 714	\$ 3,600	\$ 3,632	\$ 873	\$ 881	\$ 7,130	\$ 7,194	\$ 15,604	\$ 15,744
Assisted Living - Senior	\$ 1,829	\$ 1,845	\$ 393	\$ 397	\$ 2,583	\$ 2,606	\$ 627	\$ 633	\$ 3,960	\$ 3,996	\$ 9,392	\$ 9,477
Multi-Family Dwellings	\$ 4,574	\$ 4,615	\$ 984	\$ 993	\$ 6,504	\$ 6,563	\$ 1,578	\$ 1,592	\$ 9,902	\$ 9,991	\$ 23,542	\$ 23,754
Mobile Home Park	\$ 4,574	\$ 4,615	\$ 984	\$ 993	\$ 4,880	\$ 4,924	\$ 1,181	\$ 1,192	\$ 9,902	\$ 9,991	\$ 21,521	\$ 21,715
Campground/RV Park	\$ 4,574	\$ 4,615	\$ 984	\$ 993	\$ 2,642	\$ 2,666	\$ 641	\$ 647	\$ 9,902	\$ 9,991	\$ 18,743	\$ 18,912
Non-residential												
Office/Research	\$ 344	\$ 347	\$ 645	\$ 651	\$ 10,603	\$ 10,699	\$ 2,570	\$ 2,593	\$ -	\$ -	\$ 14,162	\$ 14,290
Retail/Service	\$ 207	\$ 209	\$ 386	\$ 389	\$ 17,822	\$ 17,983	\$ 4,320	\$ 4,359	\$ -	\$ -	\$ 22,735	\$ 22,940
Industrial	\$ 70	\$ 71	\$ 128	\$ 129	\$ 6,701	\$ 6,761	\$ 1,623	\$ 1,638	\$ -	\$ -	\$ 8,522	\$ 8,599
Hotel	\$ 93	\$ 94	\$ 175	\$ 177	\$ 7,855	\$ 7,926	\$ 1,903	\$ 1,920	\$ -	\$ -	\$ 10,026	\$ 10,117
Church	\$ 70	\$ 71	\$ 128	\$ 129	\$ 8,758	\$ 8,837	\$ 2,122	\$ 2,141	\$ -	\$ -	\$ 11,078	\$ 11,178
Day Care Center	\$ 276	\$ 278	\$ 517	\$ 522	\$ 71,200	\$ 71,842	\$ 17,259	\$ 17,415	\$ -	\$ -	\$ 89,252	\$ 90,057
Animal Hospital/Veterinary Clinic	\$ 413	\$ 417	\$ 773	\$ 780	\$ 45,377	\$ 45,786	\$ 10,999	\$ 11,098	\$ -	\$ -	\$ 57,562	\$ 58,081
Medical/Dental Office Building	\$ 413	\$ 417	\$ 773	\$ 780	\$ 34,735	\$ 35,048	\$ 8,418	\$ 8,494	\$ -	\$ -	\$ 44,339	\$ 44,739
Casino/Video Lottery	\$ 413	\$ 417	\$ 773	\$ 780	\$ 129,113	\$ 130,277	\$ 31,293	\$ 31,575	\$ -	\$ -	*	*
Casino	\$ 413	\$ 417	\$ 773	\$ 780	\$ 37,906	\$ 38,248	\$ 9,188	\$ 9,271	\$ -	\$ -	*	*

Notes:

¹ Fee in this table refers to "fee per dwelling unit or mobile home park/campground/RV space," "fee per 1,000 square feet of building space (non-residential) or gaming space," and "fee per hotel room."

* Specifically for the Casino uses, the fees for Public Buildings, Public Safety, and Parks are based on the 1,000 square feet of gaming area, while Roadways and Intersection fees are based on 1,000 square feet of building space, excluding hotel uses.

University Villages (the Dunes) Impact Fees Summary Indexed for 2025

Land Use	(a) 2024 DA Traffic Intersections	(b) DA Traffic Intersections	(c) 2024 DA Roadways	(d) DA Roadways	(e) 2024 DA Parks	(f) DA Parks	(g) 2024 DA Facilities	(h) DA Public Facilities	(i) 2024 DA Public Safety	(j) DA Public Safety	2024 DA Total Fee (a+c+e+g+i)	DA Total Fee
Residential												
Single Family Dwelling Units	\$ 4,112.02	\$ 4,149.09	\$ 6,047.82	\$ 6,102.35	\$ 11,587.68	\$ 11,692.16	\$ 2,538.93	\$ 2,561.82	\$ 1,055.86	\$ 1,065.38	\$ 25,342.31	\$ 25,570.82
Town Homes	\$ 2,517.67	\$ 2,540.37	\$ 3,704.19	\$ 3,737.59	\$ 10,729.35	\$ 10,826.09	\$ 2,538.93	\$ 2,561.82	\$ 1,055.86	\$ 1,065.38	\$ 20,546.01	\$ 20,731.26
Senior	\$ 1,288.55	\$ 1,300.17	\$ 1,895.83	\$ 1,912.92	\$ 6,866.79	\$ 6,928.70	\$ 2,538.93	\$ 2,561.82	\$ 1,055.86	\$ 1,065.38	\$ 13,645.96	\$ 13,769.00
Multi-Family Dwellings	\$ 2,887.34	\$ 2,913.38	\$ 4,248.10	\$ 4,286.41	\$ 10,729.35	\$ 10,826.09	\$ 2,538.93	\$ 2,561.82	\$ 1,055.86	\$ 1,065.38	\$ 21,459.59	\$ 21,653.08
Non-residential												
Office (per building sq. ft.)	\$ 4.36	\$ 4.40	\$ 6.41	\$ 6.46	\$ -	\$ -	\$ 1.97	\$ 1.99	\$ 1.69	\$ 1.71	\$ 14.43	\$ 14.56
Hotels (room)	\$ 3,233.35	\$ 3,262.50	\$ 4,757.13	\$ 4,800.02	\$ -	\$ -	\$ 2,115.75	\$ 2,134.83	\$ 861.56	\$ 869.33	\$ 10,967.79	\$ 11,066.68
Commercial/Retail (per building sq. ft.)	\$ 17.54	\$ 17.69	\$ 25.81	\$ 26.04	\$ -	\$ -	\$ 1.20	\$ 1.21	\$ 1.02	\$ 1.02	\$ 45.56	\$ 45.97
Industrial (per building sq. ft.)	\$ 2.77	\$ 2.79	\$ 4.06	\$ 4.10	\$ -	\$ -	\$ 0.40	\$ 0.40	\$ 0.35	\$ 0.35	\$ 7.57	\$ 7.64

December 11, 2024

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 17, 2024

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-,
PROHIBITING HORSES IN HILLTOP PARK.**

REQUEST:

It is requested that the City Council adopt Resolution No. 2024-, prohibiting horses in Hilltop Park.

BACKGROUND:

Hilltop Park was initially planned and designed to allow horseback riding in the park. At the time, there were approximately 70 privately owned horses boarded at the Marina Equestrian Center which is approximately two blocks from the park. Horse owners often rode their horses down 9th street on the existing horse trail and therefore the park was designed to also support horse use.

With this in mind, the landscape architects were directed to design the park for this intended use. Per the conditions of approval, “The equestrian trail/roadway crossings shall be designed using generally accepted engineering standards and methods to prevent horses from slipping on the asphalt. The crossings shall not use steps and ledges. Appropriate details shall be included on any affected improvement plans.” Additionally, three large “hitching posts” were installed at the top of the park for owners to secure their horses while not riding.

ANALYSIS:

In 2023, private boarding was eliminated from the Marina Equestrian Center which has drastically changed the frequency and patterns of horseback riding in the area. Rarely do private horse owners ride on 9th street heading West, and no organized trail rides from the Marina Equestrian Center use this route.

During a Special Council Meeting on June 24, 2024, in which the public was invited to tour the site and provide feedback, some members of the public expressed concern about allowing horses in the park. The two primary concerns were safety of pedestrians sharing pathways with horses and the inability for horse owners to appropriately clean up horse excrement.

On November 19, 2024 City Council accepted portions of Hilltop Park with the remainder subject to entering into an agreement with the developer that constructed the park. During that discussion, Council Members expressed similar concerns.

FISCAL IMPACT:

No fiscal implications at this time.

CONCLUSION:

This request is submitted to the City Council for consideration and direction.

Respectfully submitted,

REVIEWED/CONCUR:

Andrea M. Willer, Ed.D.
Recreation & Cultural Services Director
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
PROHIBITING HORSES IN HILLTOP PARK.

WHEREAS, Hilltop Park was initially planned and designed to allow horseback riding in the park. At the time, there were approximately 70 privately owned horses boarded at the Marina Equestrian Center which is approximately two blocks from the park. Horse owners often rode their horses down 9th street on the existing horse trail and therefore the park was designed to also support horse use; and

WHEREAS, landscape architects were directed to design the park for this intended use. Per the conditions of approval, “The equestrian trail/roadway crossings shall be designed using generally accepted engineering standards and methods to prevent horses from slipping on the asphalt. The crossings shall not use steps and ledges. Appropriate details shall be included on any affected improvement plans.”; and

WHEREAS, in 2023, private boarding was eliminated from the Marina Equestrian Center which has drastically changed the frequency and patterns of horseback riding in the area. Rarely do private horse owners ride on 9th street heading West, and no organized trail rides from the Marina Equestrian Center use this route; and

WHEREAS, during a Special Council Meeting on June 24, 2024, in which the public was invited to tour the site and provide feedback, some members of the public expressed concern about allowing horses in the park. The two primary concerns were safety of pedestrians sharing pathways with horses and the inability for horse owners to appropriately clean up horse excrement; and

WHEREAS, on November 19, 2024, the City Council accepted portions of Hilltop Park with the remainder subject to entering into an agreement with the developer that constructed the park. During that discussion, Council Members expressed similar concerns; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marina that does hereby prohibit horses within Hilltop Park.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 17th day of December 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

December 17, 2024

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
December 17, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-
APPROVING ONE TIME LUMP SUM PAYMENTS TO ELIGIBLE EMPLOYEES**

REQUEST:

It is requested that the City Council:

1. Authorize a discretionary, non-pensionable one-time lump sum payment of \$1,000 for eligible full-time employees and a discretionary one-time lump sum payment of \$500 for eligible part-time employees.
2. Authorize the Finance Director to make the appropriate accounting and budgetary entries.

BACKGROUND:

The City and Council acknowledge the dedication and service from City Employees. Specifically, during the past year where there have been several executive changes, process updates and technological improvements, and with appreciation of staff exemplifying resiliency in responding to these changes.

ANALYSIS:

Staff is requesting that the City Council approve a discretionary, non-pensionable one-time lump sum payment for eligible employees. The payment recognizes the City's valued employees for their dedication and commitment, ensures the continued recruitment and retention of qualified and competent City employees, while also aligning with the goal of retaining and developing employees.

There are currently 99 full-time and 25 part-time eligible employees. The City has complied with its obligation to meet and confer in good faith under the Meyers-Milias-Brown Act in connection with the issuance of any approved payment to these employees.

FISCAL IMPACT:

There is no fiscal impact associated with this payment. The estimated \$111,500 needed to support this one-time lump sum payment will be funded through salary savings that took place in the first half of the fiscal year.

This request is submitted for City Council consideration and action.

Respectfully submitted,

REVIEWED/CONCUR:

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

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A
ONE-TIME LUMP SUM PAYMENTS TO ELIGIBLE EMPLOYEES.

WHEREAS, the City currently has 99 Fulltime and 25 Part-Time employees; and,

WHEREAS, there are significant salary savings for FY24-25; and,

WHEREAS, the City and Council acknowledge the dedication and service from City Employees.

WHEREAS, based on discussions with the City's bargaining units and pursuant to Government Code section 3500, *et seq*, the City's recognition of employees' contributions would continue to foster harmonious labor relations and morale for the City's staff, as well as ensuring the continued recruitment and retention of qualified and competent City employees;

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

1. Authorize a discretionary, non-pensionable one-time lump sum payment of \$1,000 for eligible full-time employees and a discretionary one-time lump sum payment of \$500 for eligible part-time employees.
2. Authorize the Finance Director to make the 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 17th day of December 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
December 17, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH HDL COMPANIES NOT TO EXCEED \$50,000 TO PROVIDE
CANNABIS PROGRAM APPLICATION REVIEW, TAX AUDITS,
COMPLIANCE INSPECTIONS, BACKGROUND CHECKS, AND
SUBJECT MATTER EXPERTISE AND TECHNICAL SUPPORT**

REQUEST:

It is requested that City Council consider:

1. Adopting Resolution No. 2024-, authorizing the City Manager to execute a contract with HdL Companies not to exceed \$50,000 to provide cannabis program application review, tax audits, compliance inspections, background checks, and subject matter expertise and technical support, subject to final review and approval by the City Attorney.
2. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

On November 6, 2018, the citizens of the City of Marina passed an Ordinance allowing Cannabis Business Activity and Establishing Taxes and Fees for Such Businesses within the City of Marina. The 2018 Ordinance only pertains to those Cannabis Businesses permitted prior to 2021. On November 3, 2020, the citizens of the City of Marina passed a revised Ordinance that repealed the 2018 voter approved Commercial Cannabis Activities Ordinance, and replaced it with Chapter 5.80 Commercial Cannabis Business Regulations and Chapter 17.47 Commercial Cannabis Uses.

The Commercial Cannabis Activities Ordinance allows for no more than three Medical Cannabis dispensaries and three Adult Cannabis dispensaries in the City of Marina at any one time. Currently, there are 3 permitted Commercial Cannabis Medical and Adult Use Dispensaries and the City is not accepting new Dispensary Permit Applications.

ANALYSIS:

HdL has a team of knowledgeable professionals who have direct experience in the implementation of Cannabis Regulatory Programs including developing applications, application rating systems, reviewing applications for compliance with rules and regulations, performing facility inspections conducting compliance and financial audits, and developing application fees to ensure that the City recovers the costs of reviewing materials and conducting hearings before the Planning Commission and City Council. The scope of services includes:

- Cannabis business application review
- Pre-license site visits
- Cannabis tax audits
- Regulatory compliance inspections
- Supplemental background checks
- Subject matter expertise and technical support

HdL's proposal is based on time, materials and travel expenses associated with the execution of these type services. The contract is for a not to exceed amount of \$50,000. The City is only billed for services rendered listed in the Cost section of the proposal contained in proposal included in "EXHIBIT A".

FISCAL IMPACT:

On an annual basis the City collects approximately \$271,000-\$420,000 in cannabis taxes from the three approved cannabis shops in Marina. Therefore the \$50,000 HDL will not have a negative fiscal impact upon the City. Additionally, except for City authorized HdL technical expertise services outlined in Objective six (6) of the proposal, there will be no additional cost to the General Fund. The \$50,000 cost of HdL services, except Objective 6, will be recovered 100% from the applications and licenses charged to those businesses involved in the cannabis application and license process.

CONCLUSION:

Adopting Resolution No. 2024-, will authorize the City Manager to execute a contract with HdL Companies not to exceed \$50,000 to provide cannabis program application review, tax audits, compliance inspections, background checks, and subject matter expertise and technical support, subject to final review and approval by the City Attorney.

Respectfully submitted,

Guido F. Persicone
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 THE CITY MANAGER TO EXECUTE A CONTRACT WITH HINDERLITER, DE LLAMAS & ASSOCIATES, INC. (dba HdL) NOT TO EXCEED \$50,000 TO PROVIDE CANNABIS PROGRAM APPLICATION REVIEW, TAX AUDITS, COMPLIANCE INSPECTIONS, BACKGROUND CHECKS, AND SUBJECT MATTER EXPERTISE AND TECHNICAL SUPPORT

WHEREAS, on November 6, 2018, the citizens of the City of Marina passed an Ordinance allowing Cannabis Business Activity and Establishing Taxes and Fees for Such Businesses within the City of Marina, Amending Title and Chapter Establishing Cannabis Business Activities as a Use Allowed Subject to a Use Permit in Specified Zones and Establishing Uses to Protect Public Health, Safety and Welfare; and,

WHEREAS, on November 3, 2020, the citizens of the City of Marina passed a revised Ordinance that repealed the 2018 voter approved Commercial Cannabis Activities Ordinance, and replaced it with [Chapter 5.80 Commercial Cannabis Business Regulations](#) and [Chapter 17.47 Commercial Cannabis Uses](#)

WHEREAS, HdL has a team of knowledgeable professionals who have direct experience in the implementation of Cannabis Regulatory Programs including developing applications, application rating systems, reviewing applications for compliance with rules and regulations, performing facility inspections conducting compliance and financial audits, and developing application fees; and,

WHEREAS, HdL's proposal is based on time, materials and travel expenses associated with the execution of these type services. The contract is for a not to exceed amount of \$50,000; and,

WHEREAS, HdL fees are 100% cost recoverable through the cannabis application and license process, with the exception of worked performed under Objective 6. Objective 6 encompasses the provision of HdL technical expertise relating to program implementation (not related to a specific application) and potential ordinance recommended revisions.

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

1. Adopt Resolution No. 2020-, authorizing the City Manager to execute a contract with HdL Companies not to exceed \$50,000 to provide cannabis program application review, tax audits, compliance inspections, background checks, and subject matter expertise and technical support, subject to final review and approval by the City Attorney.
2. Authorize 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 17th day of December 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 SCOPE OF SERVICES

Objective 1: Application Reviews

HdL staff will conduct an initial screening of all applications for completeness based upon an objective checklist of required documentation. This initial screening shall allow for some limited discretion in determining whether submitted documents are substantively complete but shall not otherwise consider the quality of the submissions. Applications deemed incomplete will be disqualified and those applicants will not be allowed to submit any supplemental information.

Applications which have been deemed complete will move forward for a full review, including quality assurance scoring. Applicants must provide detailed information on how they plan to meet the required criteria. An applicant's point score shall be based on their demonstrated ability to meet or exceed minimum requirements in each category. Scoring shall be in conformance with the criteria established by the City.

Reviews shall include narrative comments that identify both strengths and weaknesses of each application as well as any deficiencies or areas of concern. Reviews shall be adequately detailed to inform the subsequent interview process but shall not contain any recommendations for approval or denial, other than a numerical score.

Proposed actions described in the applications shall be considered binding conditions of any resulting permit. Failure to meet or comply with any such requirements after a permit has been granted may subject the applicant to penalties and/or revocation proceedings.

HdL will design and conduct an interview panel for all applicants that receive passing scores. The interview panel shall consist of designated City staff, assisted by a subject-matter expert from HdL serving as facilitator. Interviews shall be one hour long, with a half hour between to allow for reaction, discussion and note taking by the panel. Interviews shall be scheduled for successive days, where possible, with 5 interviews per day.

Objective 2: Pre-License Site Visits

HdL shall review the premises diagram and conduct a site visit of each cannabis business prior to issuance of a certificate of occupancy. Site visits shall complement the final building inspection by verifying all interior and exterior physical site security requirements have been addressed in accordance with the application and all State and local requirements. Site visits shall examine all entrances and exits, limited access areas, locks and alarm systems, access control procedures, surveillance camera locations, safes and cash management procedures, signage, operational protocols and administrative privileges associated with the license type(s) being sought, and other requirements as necessary. The HdL inspector may be accompanied on the site inspection by the City's building inspector or representatives from the Police Department and Fire Department, if desired by the City.

The cost for this service includes an initial premises diagram review and report, coordination and arrangements with the business and other agencies, site visit, post-inspection report, all travel costs and any follow up. This cost assumes 10-days advance notice for scheduling and travel arrangements. A shorter lead time may incur additional travel charges.

Objective 3: Annual Revenue Audits

HdL will conduct an annual revenue audit of each cannabis business to verify the accuracy of the revenue reported and remitted to the City during the review period and will recommend a tax assessment should the audit reveal any unreported revenue. As part of the audit process, HdL will conduct a risk-based review of each business using our proprietary Cannabis Analytical Testing System (CATS™). CATS was designed by HdL to address the unique challenges associated with auditing the cannabis industry. CATS allows audit staff to cross-analyze multiple business records to identify reporting variances, discrepancies and outliers to produce the most accurate measure of gross receipts on behalf of the City.

To initiate the process, the City shall provide HdL with a list of all licensed cannabis businesses subject to audit. HdL shall work with the City to determine the appropriate review period for each business and to develop a schedule for conducting all audits. As the time for each audit approaches, HdL will prepare a notification letter informing the licensee of the impending audit and providing a list of all records and documentation the business is required to provide, including remote access to the business's point-of-sale (POS) system where applicable. HdL recommends that the notification letter be sent by the City to communicate HdL's authority to conduct the audit and to encourage cooperation by the business.

The full annual audit shall include:

- Review Point-of-Sale (POS) system structure
- Review inventory system (subject to METRC data)
- Analyze and compare POS data with other available data sources, including:
 - City cannabis tax returns
 - State tax returns
 - Federal tax returns
 - METRC sales and inventory data
 - CDTFA data
 - Bank statements
 - ATM or other merchant statements
 - Sales receipts
 - Other financial documents as available
- Identify any variances or over/under reporting
- Calculate any taxes or fees due to the City
- Prepare and issue report

Where cannabis cultivation is taxed on a square-footage basis, the audit shall include one annual site inspection to verify compliance with maximum permitted canopy area. Square footage audits may also consider documented findings from inspections by the City, CDFA or other agencies, where available.

A business that holds multiple state cannabis licenses shall be considered a single business for audit purposes, provided that all licenses are held and operated under the same name, ownership, location, and a single tax ID number. Any variation may indicate separate business entities requiring separate audits. Any such determination shall be made on a case-by-case basis in consultation with the City.

HdL will provide a draft audit report to the commercial cannabis business. The business will be given an appropriate opportunity to respond or appeal the report in accordance with the City ordinance. HdL will review any documentation provided by the business to dispute the findings and will adjust the tax/fee assessment as necessary prior to issuing the final report to the City.

The cost for this service assumes a standard 12-month review period. The cost for a longer term shall be increased per each additional 6-month period (2 fiscal quarters). Pricing available upon request. This cost also assumes reasonable cooperation from the licensee. Non-cooperation by the licensee may result in additional charges at HdL's hourly rate, or in termination of the audit and potential enforcement action by the City. Any such action or additional charges would be determined in consultation with the City.

The cost does not include assistance with administrative appeals or enforcement of audit findings, cannabis tax policy questions or guidance, or other services not directly associated with preparing the revenue audit report. Any costs associated with such additional services would be billed at HdL's hourly rate.

Objective 4: Compliance Inspections

HdL will conduct one or more on-site compliance inspections annually, as requested by the City, for each permitted cannabis business to determine compliance with State and/or local laws. If HdL identifies any non-compliant activities, we will provide the City with a recommended appropriate action to address the deficiency and to ensure future compliance by the permittee. The cost for these services includes all of the following:

- Notifying permittee of pending inspection
- On-site inspection to ensure that each business complies with all State and local laws and regulatory protocols for all of the following:
 - Inventory management
 - Cash handling procedures
 - Access control
 - Video surveillance
 - Product safety
 - Alarm system maintenance and safety

- Lock standards
 - Packaging and labeling
 - Waste management
 - Transportation documentation
 - Surveillance equipment maintenance
 - Occupational badges
 - Business records
 - Other items as necessary to ensure compliance with laws
- Preparation of a draft report detailing the findings of the inspection and providing recommendations for improvement where needed. If the inspection identifies any violations of law or other non-compliance issues, then HdL will prepare a notice to comply as an included part of the report.
 - All travel costs associated with the inspection
 - All phone, email and other communications involved in preparing for, scheduling and coordinating the inspections and providing the report.

The cost for this service does not include any follow-up re-inspection or review of any supplemental documents provided to address or contest any findings of non-compliance, nor does it include any assistance with the appeal of any enforcement action by the City. Any costs associated with such additional services would be billed at HdL's hourly rate.

Objective 5: Supplemental Background Checks

HdL shall provide background checks of all owners, principals, managers and employees of cannabis businesses. Our background checks supplement the State-required Live Scan fingerprint check, which will only disclose Department of Justice (DOJ) records regarding arrests or convictions. California's licensing agencies are only allowed to consider convictions for certain "red line" offenses such as serious or violent felonies, or certain felonies involving fraud, minors or drug trafficking, as automatic disqualifiers before granting or denying a license.

Our supplemental background checks expand upon the Live Scan information to identify other factors that local governments may wish to consider before granting discretionary business licenses or permits. These considerations may include other felony offenses, misdemeanor convictions, arrest records, civil judgements, restraining orders, the terrorist screening database, the national sex offender registry, delinquent child support payments, bankruptcies, employment and credit records, and more. Our search includes up to 5 variations on the subject's name and will alert if additional aliases are found which might warrant further investigation.

Our comprehensive background process checks the subject's name and social security number against over 200 million databases nationwide, including all of the following¹:

¹ Renewals and background checks for employees include a lesser level of investigation.

- 7 yr. unlimited county courts and criminal records search
- Social Security, name and address comparison
- DMV search
- National Criminal Court report
- National Sex offender registry
- Federal criminal history
- State Department of Public Safety
- State Department of Corrections
- Terror watch list
- Bankruptcy, lien and judgments
- Delinquent child support payments
- Employment credit report
 - Financial summary
 - Personal information comparison
 - Address comparison
 - Employment comparison
 - Credit bureau report / credit history
 - Public records search

Any felony convictions that would be automatic disqualifiers pursuant to B&P 26057 (Violent and Serious Felony Convictions) must be confirmed through the Live Scan process. The degree to which other records may be used to inform the approval or renewal of a local business license or permit is subject to local ordinance requirements.

HdL offers separate rates for owners, principals or managers of cannabis businesses and for regular employees or line staff. We also offer a lower rate for annual renewals after the initial background check has been completed. Our rates include an HdL-designed employee identification badge with the city or county logo which meets all State regulatory requirements.

HdL provides an online portal for applicants to submit their application and authorization for background checks and all necessary documentation. Applicants provide their payment directly to HdL through the portal, so there is no cost to the City.

Objective 6: Tobacco and Hemp Compliance Inspections

HdL will conduct one or more on-site compliance inspections annually for each business holding a tobacco retailer license issued by the City to determine compliance with the terms of the license and all applicable state and local regulations for tobacco retailers, including prohibitions on the sale of hemp-derived products containing any detectable level of THC of other intoxicating cannabinoids. HdL will provide the City with a report identifying any non-compliant activities so that the City may take appropriate action to address the deficiency and to ensure future compliance by the licensee.

The cost for these services includes all of the following:

- Coordinating with the City to develop a schedule for unannounced inspections.
- On-site inspection to ensure that each business complies with all State and local laws and regulatory protocols for all of the following requirements:
 - Valid Tobacco Retailer Permit available and posted for public view.
 - Signage must be posted at the point of purchase that sales to anyone under 21 years of age is illegal.
 - No sale of products intended for human consumption that contain any detectable level of THC or other intoxicating cannabinoids.
 - No flavored tobacco products for sale, other than menthol.
 - No sale of flavored e-cigarettes
 - No sale of single cigarettes or bidi cigarettes
 - No free samples of tobacco products.
 - All tobacco products must be sold under manufacturer's packaging and labeling and conform to all child-resistant packaging.
 - No sale of tobacco products by use of self-service displays.
 - No sale of tobacco products by a pharmacy
 - Other local regulations as may be applicable
- Preparation of a draft report noting any of the above points that were not in compliance, including observations and providing recommendations for improvement where needed.
- All travel costs associated with the inspection, assuming a minimum of twelve inspections per day. If fewer than twelve inspections are requested, HdL may charge for travel based upon hourly rates, or a flat fee to be determined in consultation with City.
- All phone, email and other communications involved in preparing for, scheduling and coordinating the inspections and providing the report.

The cost for this service does not include any follow-up re-inspection or review of any documents provided to address or contest any findings of non-compliance, nor does it include any assistance with the appeal of any enforcement action by the City. Any costs associated with such additional services would be billed at HdL's hourly rate.

Objective 7: Technical Assistance and Subject Matter Expertise

HdL will provide additional hours of general consulting to be utilized on an as-needed basis at the City's request. Such assistance may include technical assistance, subject matter expertise, education, monitoring of changes to State laws and regulations, participation in conference calls, responding to staff inquiries via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues yet to be determined as requested by the City.

Prices shall be honored for the first full year of this agreement, with successive years subject to an annual increase based upon the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region.

Scope of Service Objectives	Estimated Cost
Objective 1: Application Reviews and Scoring	\$5,000 per application
Objective 2: Pre-License Site Visits	\$2,500
Objective 3: Annual Revenue Audits	\$10,000 per audit
Objective 4: Compliance Inspections One or more inspections per year, as requested by the City	\$2,500 per inspection
Objective 5: Supplemental Background Checks Cost paid directly to HdL by applicant	No charge to City
Objective 6: Tobacco and Hemp Compliance Inspections Assumes one or more inspections per business / per year	\$336 per inspection
Objective 7: Technical Assistance and Subject Matter Expertise	Hourly Rate
Additional Travel as Needed	Hourly Rate ¹
ANNUAL COST PER CANNABIS BUSINESS	12,500²
All City costs may be fully recoverable from applicants or permittees ¹ Or at a flat rate to be determined in consultation with the City ² Assumes each permittee subject to objectives 3 and 4	

Background Checks	Owner, principal or manager	Employee or line staff
Initial background check	\$300	\$100
Annual renewal	\$100	\$75
Reissue lost or stolen badge	\$10	\$10

Prices valid as of the date of this proposal and subject to change without notice

Hourly Rates for HdL Staff

The prices in this proposal are based on the hourly rates for HdL staff as shown in the chart below. Any additional services requested by the client that are not specifically described in this proposal would be billed at the standard rate for the assigned staff person

HdL Staff Person	Title	Hourly Rate
Matt Eaton	Director of Cannabis Services	\$300
Mark Lovelace	Senior Policy Advisor	\$300
Elizabeth Eumurian	Audit Manager	\$300
Brad Schneider	Compliance Manager	\$300
Valerie Carter	Audit Supervisor	\$275
Tao Lu	Senior Auditor	\$250
Kristi Lervold	Compliance Administrator	\$235
Michelle Shaw	Compliance Inspector	\$235
Teresa Schneider	Compliance Inspector	\$235
Pamela Davis	Auditor	\$235
Eric Magana	Auditor	\$235
Jennifer Erwin	Auditor	\$235
Dante Chegini	Audit Analyst	\$225
Michael Cimino	Audit Analyst	\$225
All rates current as of the date of this proposal		

December 5, 2024

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

Members of the Marina
City Council

City Council Meeting
of December 17, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-
AUTHORIZING A JOINT USE AND ACCESS AGREEMENT BETWEEN CITY
AND CALIFORNIA STATE PARKS FOR USE OF AND ACCESS TO THE
CITY'S CORPORATION YARD LOCATED AT 3040 LAKE COURT FOR A
PERIOD OF ONE (1) YEAR AND AUTHORIZE THE CITY MANAGER TO
EXECUTE AN AGREEMENT WITH STATE PARKS ON BEHALF OF CITY
SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY. THE JOINT USE
AND ACCESS AGREEMENT IS EXEMPT FROM ENVIRONMENTAL REVIEW
PER §15061(b)(3) OF THE CEQA GUIDELINES.**

REQUEST: It is requested that the Marina City Council:

1. Adopt Resolution No. 2024- authorizing a joint use and access agreement between City and California State Parks for use of and access to the City's corporation yard located at 3014 Lake Court in accordance to the terms and conditions in the Agreement referenced herein **(EXHIBIT A)**; and
2. Authorize the City Manager to execute the Agreement on behalf of City with State Parks subject to final review by the City Attorney.

SUMMARY:

The City owns an approximately 61,000 sq. ft. property at 3014 Lake Ct. (APN 033-171-026) that has been used as a corporation yard in the past. The property is partially paved and is developed with a metal building, a fuel pump, and several materials storage bins. The property is primarily used by the City for storage of public works equipment and materials and the fueling pump for City vehicles.

State Parks is in the process of remodeling their existing headquarters located at 61 Reservation Rd. and needs a nearby location to temporarily house staff, vehicles, and equipment associated with the day-to-day maintenance of their properties in and around Marina. As indicated in the Joint Use and Access Agreement, the area that State Parks is interested in is approximately 26,700 sq. ft. in size and includes using some of the space in the metal building, the paved parking areas to the south and north of the building. Parks proposes to place several shipping containers and a chemical toilet (no connection to water is proposed) on the site and to use a portion of the south part of the City's property for plant/seedling storage. The property is enclosed by security fencing and a locked gate to which Parks personnel would have access. City staff would continue to access the property and to the fuel pump as needed, but Parks staff would not have the code to access the fuel pump. Marina Police, Fire, and the Public Works Departments have all indicated that the use of the property by State Parks would not interfere with their operations.

State Parks has indicated that they would need to utilize the Lake Ct. property for approximately one (1) year. The Agreement provided as **Exhibit A** specifies a one (1) year term.

The property is in the Coastal zone and is zoned for Public Facilities uses. The temporary use of the site by the State Parks is exempt from a Coastal Development Permit (CDP) per Public Resources Code (PRC) § 30610(i) which allows for temporary uses which will not result in a significant adverse impact upon coastal resources.

FISCAL IMPACT:

There is no fiscal impact.

ENVIRONMENTAL REVIEW:

The approval of this Agreement is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, 15061(b)(3) because the proposed Agreement is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

CONCLUSION:

This request is submitted for City Council consideration.

Respectfully submitted,

Alyson Hunter, AICP
Planning Services Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-

APPROVING JOINT USE AND ACCESS AGREEMENT BETWEEN CITY AND CALIFORNIA STATE PARKS FOR USE AND ACCESS TO CITY'S CORPORATION YARD LOCATED AT 3040 LAKE COURT FOR A PERIOD OF ONE (1) YEAR AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH STATE PARKS ON BEHALF OF CITY SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY. THE AGREEMENT IS EXEMPT FROM ENVIRONMENTAL REVIEW PER §15061(b)(3) OF THE CEQA GUIDELINES.

WHEREAS, the California State Parks will be remodeling their offices at 61 Reservation Rd. and have approached the City of Marina about accessing and using the City's corporation yard at 3040 Lake Court. The corporation yard is primarily used by the City for storage of public works equipment and materials and the fueling pump for City vehicles; and

WHEREAS, State Parks proposes to use an approximately 26,700 sq. ft. portion of the yard which includes some of the space in the existing metal building for storage of materials and equipment. State Parks would also temporarily install several storage containers and a chemical toilet for use by staff onsite. A small area to the south of the building which is currently unpaved would be used for plant and seedling storage. No new construction, paving, grading or connection to the existing water service is proposed; and

WHEREAS, the City's access to the property, through the existing locked gate, would not be impeded by State Parks access and use of the corporation yard; and

WHEREAS, the Agreement specifies a period of one (1) year, subject to termination by either party upon 30-days' notice; and

WHEREAS, the property is in the Coastal zone and is zoned for Public Facilities uses. The temporary use of the site by the State Parks is exempt from a Coastal Development Permit (CDP) per Public Resources Code (PRC) § 30610(i) which allows for temporary uses which will not result in a significant adverse impact upon coastal resources; and

WHEREAS, the use of the property by State Parks shall be in conformance with the site plan and Letter dated November 13, 2024, included in **Exhibit A** to this Resolution, respectively, and incorporated by reference herein; and

WHEREAS, all recitals and staff report findings shall be incorporated by reference into the final motion adopted by the City Council; and

WHEREAS, the approval of this Resolution authorizing a joint use and access agreement between California State Parks and the City of Marina is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, 15061(b)(3) because the proposed agreement is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

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

1. Approves a joint use and access agreement with California State Parks, Monterey District, for a period of one (1) year to use and access the City's corporation yard located at 3040 Lake Court ("Agreement") as described herein and incorporated hereto as Exhibit A; and
2. Authorizes the City Manager to execute the Agreement on behalf of City with California State Parks subject to final review by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 17th day of December 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



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

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



City Property
Lake Drive Corporation
Yard

SCALE: NONE

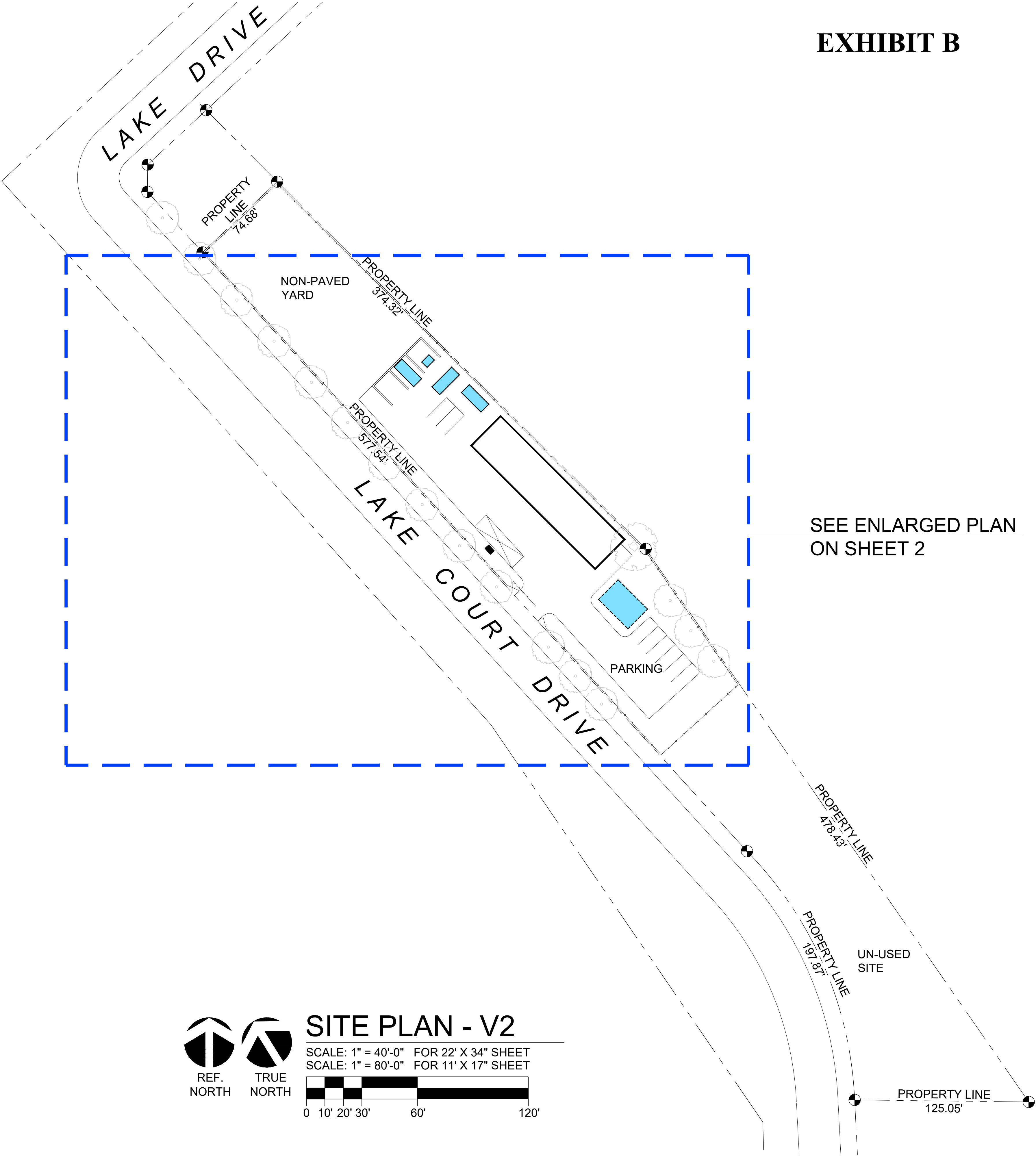
EXHIBIT A

12/11/24

5



SOUTHEAST VIEW OF METAL BUILDING



MONTEREY DISTRICT
2211 Garden Road
Monterey, CA 93940

--	--

DPR ACCESSIBILITY COMPLIANCE REVIEW	
Certification #	
Reviewed by	
CASp#	Date
ACCESSIBILITY COMPLIANCE AND SFM SIGNED ORIGINALS ARE ON FILE AT THE DEPARTMENT OF PARKS & RECREATION, NORTHERN SERVICE CENTER	
DESIGNED:	MJZ
DRAWN:	MJZ
CHECKED:	
DATE:	11-12-24

△	REVISIONS	DATE

LAKE COURT SITE AT MARINA
DUNES NATURAL RESERVE

Site Plan (Version 2)

TEMPORARY USE OF CITY OF
CITY CORPORATION YARD

CONTRACT NO.

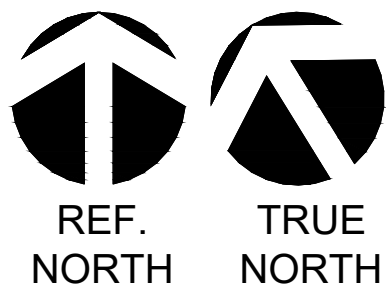
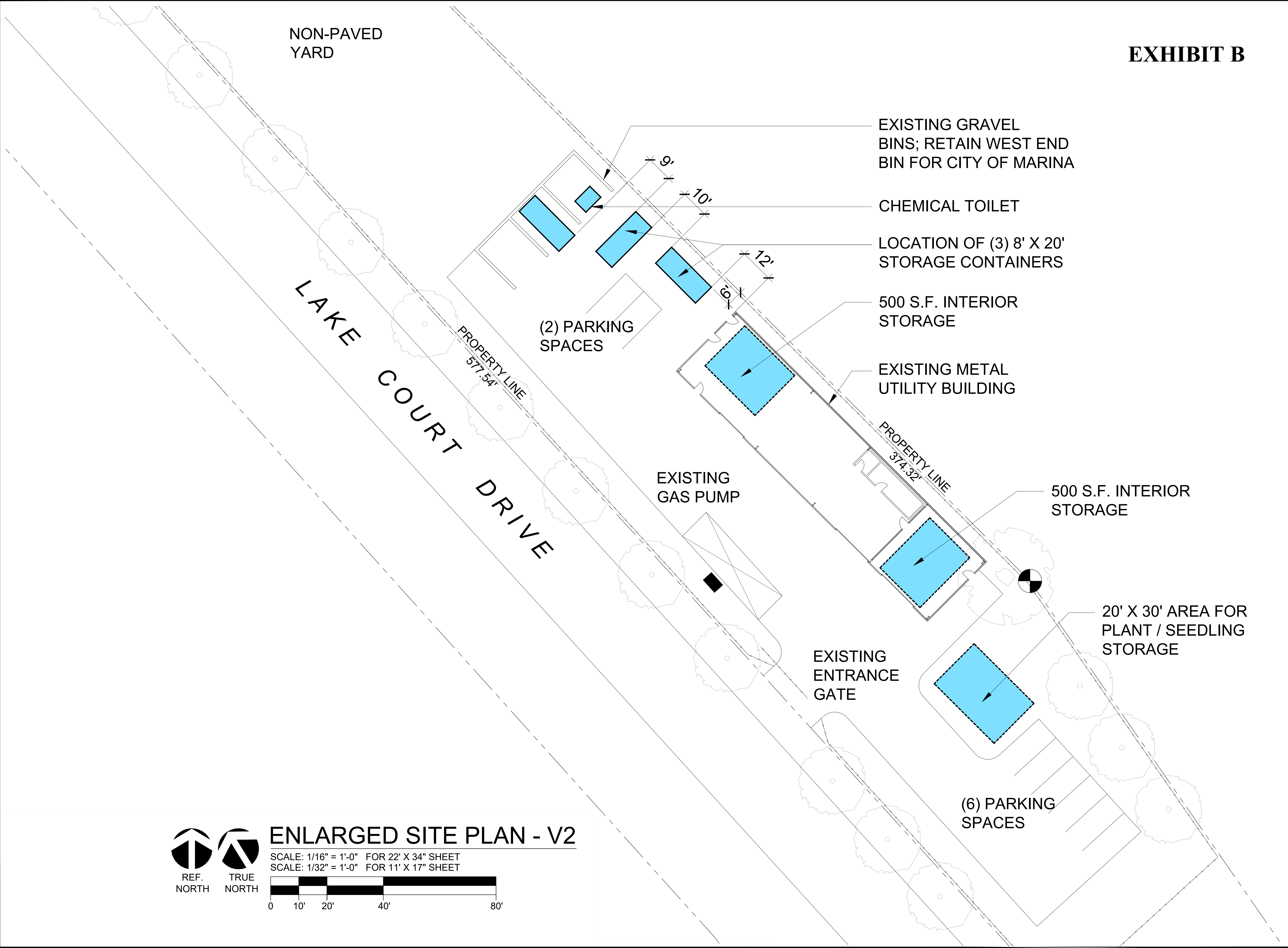
DRAWING NO.

SHEET NO.
1
SHEET 1 OF 2



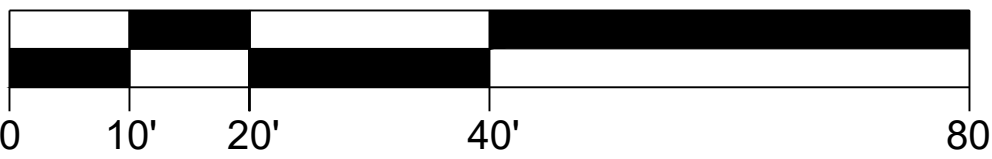
MONTEREY DISTRICT
2211 Garden Road
Monterey, CA 93940

EXHIBIT B



ENLARGED SITE PLAN - V2

SCALE: 1/16" = 1'-0" FOR 22' X 34" SHEET
SCALE: 1/32" = 1'-0" FOR 11' X 17" SHEET



--	--

DPR ACCESSIBILITY COMPLIANCE REVIEW	
Certification #	
Reviewed by	
CASp#	Date
ACCESSIBILITY COMPLIANCE AND SFM SIGNED ORIGINALS ARE ON FILE AT THE DEPARTMENT OF PARKS & RECREATION, NORTHERN SERVICE CENTER	
DESIGNED:	MJZ
DRAWN:	MJZ
CHECKED:	
DATE:	11-12-24

△	REVISIONS	DATE

LAKE COURT SITE AT MARINA
DUNES NATURAL RESERVE

Enlarged Site Plan (Version 2)

TEMPORARY USE OF CITY OF
CITY CORPORATION YARD

CONTRACT NO.

DRAWING NO.

SHEET NO. 2 SHEET 2 OF 2

**JOINT USE AND ACCESS AGREEMENT
CALIFORNIA STATE DEPARTMENT OF PARKS & RECREATION FOR VEHICLE
PARKING AND EQUIPMENT STORAGE**

THIS JOINT USE AND ACCESS AGREEMENT (“JUA” or “Agreement”) is made and entered into by and between the **CITY OF MARINA**, a municipal corporation of the State of California (“City”), and the **STATE DEPARTMENT OF PARKS AND RECREATION** (“DPR”), on _____, 2024. The City and the DPR are sometimes referred to herein collectively referred to as the “Parties.”

Recitals

This JUA is entered into with reference to the following facts and circumstances, which are hereby found and determined by the Parties:

A. DPR has requested from City temporary, non-exclusive use and access to the real property described in **Exhibit A** hereto, hereinafter the “Property.” The Property consists of approximately 0.58 acres, located at 3040 Lake Ct. (APN 033-171-026).

B. DPR desires to occupy and utilize the Property as a site for temporary vehicle parking and equipment storage while DPR’s facility at 61 Reservation Road, Marina, CA undergoes renovations. Anticipated uses of the Property include: placement/use of three (3) storage containers to store tools and materials, with additional tools/materials stored inside existing structures on the Property; parking of up to eight (8) State vehicles per day, including overnight and on weekends; indoor charging of rechargeable batteries for power tools; and placement and weekly service of a Porta Potty for staff use. DPR would primarily use and access the Property during working hours Monday through Friday but occasional weekend or evening access to tools, vehicles, and materials may be required.

C. Approximate locations of proposed uses are depicted in **Exhibit B** hereto.

D. It is mutually agreed that this JUA is upon and subject to the following terms, covenants, conditions and provisions and DPR covenants, as a material part of the consideration of this JUA, to keep, perform and comply with each and all of said terms, covenants, conditions and provisions to be kept, performed and complied with, and this JUA is made upon the condition of such performance and compliance.

Terms and Conditions

1. **Recitals.** The recitals set forth above are incorporated by reference as if fully set forth herein.

2. **Access.**

The City hereby grants access to and non-exclusive use of by DPR of the Property and facilities, described as approximately 0.58 acres located at 3040 Lake Court in Marina, County of Monterey, California, as identified as APN 033-171-026 and as described in Exhibit A.

3. **Use.**

a. DPR shall, subject to City's use and occupancy of the Property, have the right to access and use the Property as a site for temporary vehicle parking and equipment storage while DPR's facility at 61 Reservation Road, Marina, CA undergoes renovations. Anticipated use of the Property include: placement/use of three (3) storage containers to store tools and materials, with additional tools/materials stored inside the existing structure on the Property; parking of up to eight (8) State vehicles per day, including overnight and on weekends; indoor charging of rechargeable batteries for power tools; and placement and weekly service of a Porta Potty for staff use. DPR would primarily use the Property during working hours Monday through Friday but occasional weekend or evening access to tools, vehicles, and materials may be required. No use or access by DPR shall restrict or hinder in any way the City's right to use and access the Property for any purpose for which the City is entitled to use said Property.

b. Any and all materials classified as hazardous under federal regulations and used in DPR's activities on the Property shall be identified to the satisfaction of the City as to identity, type and quantity and shall be stored, used and disposed of in accordance with all local, state and federal regulations. DPR shall not use the Property for any other purpose without the prior written consent of the City, such consent not to be unreasonably withheld.

4. **Operational Noise.** DPR shall conform its conduct of all activities on and around the Property to the provisions of Chapter 9.24 of the City's Municipal Code, entitled "Noise Regulations." DPR shall further comply with the City of Marina Municipal Code (Title 15, Buildings and Construction, Chapter 15.04, Section 15.04.055), which generally limits noise-generating construction activities to between the hours of 7:00 am and 7:00 pm Monday through Saturday.

5. **Term.** The term of this Agreement shall commence on the date that this Agreement is fully executed by Parties. The JUA shall terminate 12 months after the execution date of the Agreement. This JUA may be terminated at any time by either party with thirty (30) days prior written notice. DPR shall have no option to extend the term of the JUA.

6. **Reservation & Easements.**

a. **Easements and Reservations.**

(i) The Property are subject to all valid and existing recorded outstanding liens, licenses, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record.

(ii) The Property is subject to public utility easements as set forth in such area master plans as may be developed or approved by the City. Such public utility easements, together with the right to enter thereon, for any purpose in connection with the construction or maintenance of improvements and facilities located thereon are hereby reserved by the City for the benefit of itself.

(iii) The City reserves the right to install, lay, construct, maintain, repair and operate or facilitate the operation of such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil and gas pipelines, telephone, telegraph and electrical power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across and along any and all portions of the Property. City shall restore any of DPR's improvements altered or disturbed due to City's exercise of any rights under this section to substantially the same condition in which they existed prior to the City's entry on to the Property.

7. **Use Fees.** There shall be no fee for DPR's non-exclusive use and access of the Property as provided for in this Agreement.

8. **Commissions.** City shall not be liable for the payment of any brokerage commissions of fees associated with this JUA to engineers, contractors, real estate consultants or attorneys working on DPR's behalf.

9. **Property Rules & Regulations.** From and after the commencement date of this JUA, DPR agrees to comply with all of the following conditions:

a. DPR will not do or permit to be done upon the premises any act or thing which constitute waste or nuisance and agrees that within seventy-two (72) hours from receiving written notice by the City that such condition exists, to abate or otherwise cause said condition to be cured. In the event DPR has not taken corrective action within seventy-two (72) hours, the City may abate said condition at the expense of DPR without any liability whatsoever to City for monetary loss of DPR or others.

b. DPR shall have the right, at its expense, to place in or on the Property furnishings, personal property, equipment and materials necessary to any use authorized hereunder. Said , furnishings, personal property, equipment and materials will remain the property of DPR and will be removed upon termination of DPR's use of the Property.

c. DPR will comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the activities provided for and authorized hereunder. DPR will maintain in effect and post in a prominent place all necessary or required licenses or permits, prior to commencing operations. DPR shall be responsible for any improvements required for permit approval. The City shall not have any obligation to make any such required improvements. In the event DPR cannot or elects not to undertake any improvements required for permit approval as required by federal, state or local laws, rules and regulations, in that event DPR shall provide thirty (30) days written notice of its intention to vacate the Property and to terminate this JUA.

d. DPR will prepare an Emergency Action/Fire Protection Plan. A current plan shall be kept on file with the City's Fire Department.

e. DPR agrees at its own expense to keep and maintain upon the Property such portable fire extinguishers of such number type and material as may be prescribed from time to time by the regulations of the City's Fire Department.

f. Any damage to the Property as a result of DPR's activities shall be repaired and Property shall be returned to its condition as of the commencement date of the JUA, with the following exceptions: a) reasonable wear and tear; b) damage by the elements not caused by DPR's negligence and c) those improvements and modification for which permits have been issued by the City and which have been approved as completed and signed off by the City's building inspector.

10. Acceptance of Property.

a. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property is or is not safe for a particular purpose. The failure of the DPR to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the City, with respect to any hazards or concerns.

b. The DPR further agrees to indemnify and hold harmless the City, its council, boards, commissions, officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, DPR's access to and use of the Property.

11. No Warranty. DPR further understands and agrees that no representation, statement, or warranty, express or implied, has been made by or on behalf of the City as to the condition of the Property or the suitability of the Property for the intended use, save and except for the representation and warranty that neither the City or any City officer, employee, or agent has caused any condition of pollution or contamination which may now exist. Such representation and warranty, however, shall not extend to any condition of pollution or contamination caused by the federal government, the DPR or by any other contractor or tenant of City. DPR agrees to accept use and access of the Property in its present condition and "as is" with respect to all conditions which may now exist. Moreover, DPR agrees to waive any claim or right of action against the City which DPR now has or hereafter may acquire arising out of the condition of the soils or the groundwater underlying the Property, including but not limited to any claim of indemnity which DPR may have by reason of costs incurred by DPR arising out of the abatement or cleanup of any pollution or contamination condition discovered on the Property hereinafter required under applicable state, federal or city laws or regulations.

12. Removal. Prior to the expiration of this JUA or when terminated earlier by either party in accordance with its terms, DPR shall at its sole expense, remove all items of personal property, brought onto the Property by the DPR as defined by state or federal law.

13. Improvements to Property. During the term of this JUA, DPR must not make any additions or alterations to the Property without the prior written consent of the City. Moreover, upon receiving consent to make an addition or alteration to the improvements on the Property, and except as provided herein, DPR shall not commence work on the construction or installation of such added or altered improvements until plans and specifications for same have been submitted to and approved by the City's Department of Public Works and other Departments as may be required. Performance and payment bonds may be required for any work costing in

excess of \$10,000. City shall provide a form or forms that specify the terms of any bond required.

14. **Title to Improvements.** Upon termination of this JUA all additions or alterations to the Property made by DPR will remain the DPR's property; provided, however, that upon termination of this Agreement, the City will have the option to require DPR to promptly remove any or all of its property and to restore the Property to substantially the same condition as it was on commencement of the JUA, all at DPR's sole cost and expense.

15. **DPR's Obligations Under this JUA.**

a. Maintenance, dust control, sweeping and keeping clear of refuse. DPR will promptly repair any damage to sidewalks, driveways, asphalt parking areas, or components, or to other paved surfaces when such damage is caused by DPR or its invitees.

b. DPR shall arrange for trash and waste removal services.

c. Other general maintenance and upkeep of the Property resulting from DPR's access or use thereof not specified herein.

16. **Destruction of Substantial Damage of Property.** If, during the term of this JUA, the Property or any part thereof are substantially damaged or destroyed by a fire or other casualty beyond DPR's control (but not including damage caused by the willful acts or negligence of DPR or DPR's employees which damage DPR shall promptly repair, replace or restore at DPR's sole cost and expense), this JUA shall terminate.

17. **Compliance with Regulations of Local Agencies.** It shall be the responsibility of the DPR under this JUA to contact, consult and comply with any regulation applicable to DPR's activities on the Property which are now or may be promulgated by a local public or private utility provider or regulator having jurisdiction over activities or utility services, including, but not limited to, the Marina Coast Water District, the Monterey Regional Water Pollution Control Agency, Pacific Gas & Electric Company, and Monterey Bay Unified Air Pollution Control District.

18. **Indemnity.**

a. DPR and City agree that the City, its council, boards and commissions, officers, employees, agents, and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuits, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. DPR acknowledges that City would not enter into this agreement in the absence of the commitment from DPR to indemnify and protect City as set forth here.

b. To the full extent permitted by law, DPR shall defend, indemnify and hold harmless the City, its council, boards and commissions, officers, employees, agents, and volunteers, from any liability, claims, suits, actions, arbitration proceedings, administrative

proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, reasonable attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this JUA. All obligations under this provision are to be paid by DPR as they are incurred by the City.

c. Without affecting the rights of the City under any provision of this JUA or this Section, DPR shall not be required to indemnify and hold harmless City, as set forth above, for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault.

d. The obligations of DPR under this or any other provision of this JUA will not be limited by the provisions of any workers' compensation act or similar act. DPR expressly waives its statutory immunity under such statutes or laws as to City, its council, boards and commissions, officers, employees, agents, and volunteers.

e. DPR agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from any assignee, subcontractor or any other person or entity involved by, for, with or on behalf of DPR in the performance or subject matter of this JUA. In the event DPR fails to obtain such indemnity obligations from others as required here, DPR agrees to be fully responsible according to the terms of this Section.

f. Failure of the 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. This obligation to indemnify and defend the City as set forth herein is binding on the successors, assigns, or heirs of DPR and shall survive the termination of this JUA or this Section.

19. **Insurance.** DPR is the insuring party, and as such agrees that it will provide, and it will require its contractors to provide, insurance in accordance with the requirements set forth in **Exhibit C**.

20. **Review of Insurance Coverage.** City is entitled at any time during the term of this JUA to review the type, form and coverage limits of the insurance requirements. If in the opinion of the City, the insurance provisions of this JUA are not sufficient to provide adequate protection for the City and the members of the public, the City may require DPR to maintain insurance sufficient to provide such adequate protection. City shall notify DPR in writing of any changes in the insurance provisions necessary to provide adequate protection. If DPR does not deposit acceptable certificates evidencing valid insurance policies acceptable in form and content to the City, incorporating such changes within sixty (60) days of receipt of such notice this JUA will be in default. The procuring of such policy of insurance will not be construed to be a limitation upon DPR's liability nor as a full performance of its part of the indemnification provisions of this Agreement; DPR's obligation being, notwithstanding said policy or policies of insurance, the full and total amount of any damage, injury or loss caused by the negligence or neglect connected with its operations under this JUA.

21. **Liens and Claims.** DPR shall not suffer or permit to be enforced against the City's title to the property, or any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration, maintenance or removal as herein provided, or otherwise arising (except liens, claims or demands suffered by or arising from the actions of the City).

22. **DPR to Pay Liens & Claims.** DPR shall pay all such liens, claims and demands before any action is brought to enforce same against said land. DPR agrees to hold City and said land free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses in connection therewith.

23. **Payment of Liens & Claims by City.** Should DPR fail or refuse to pay any lien, claim, or demand arising out of the construction, repair, restoration maintenance and use of the Property or any other claim, charge or demand which DPR has agreed to pay under the covenants of this JUA, DPR shall, within thirty (30) days written notice from City to DPR of its said encumbrance, pay and discharge the same or shall furnish to City, in a form satisfactory to City, sufficient security for such lien, claim or demand and all costs and expenses in connection therewith. Should DPR or its said encumbrancer within said thirty (30) day period, not pay and discharge said lien, claim or demand, or not provide said security to City, then City, at its option, may either treat such failure or refusal as a breach of or default under this JUA, or may pay any such lien, claim, charge or demand, or settle or discharge any action therefore or judgement thereon, and all costs, expenses and other sums incurred or paid by City in connection therewith must be repaid to City by DPR upon written demand, together with interest thereon at the rate of 10%, per annum from the date of payment until repaid, and any default in such repayment will constitute a breach of the covenants and conditions of this JUA.

24. **Assignments, Transfers and Encumbrances.** DPR shall not sell, assign, transfer, or encumber this Agreement .

25. **Compliance with Laws, Permits and Licenses.** DPR's business will be conducted and maintained in strict compliance with all applicable laws, ordinances, regulations, and other requirements of federal, state, county, city or other governmental agencies having jurisdiction over the Property.

26. **Independent Status.** DPR is an independent entity. DPR is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this JUA will be construed as creating a partnership or joint venture between City and DPR. Neither DPR nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or other benefits which accrue to the City's employees.

27. **Attorney's Fees and Costs.** Should the dispute of the parties not be resolved by negotiation or mediation, and in the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this JUA by means of court action or administrative enforcement, the laws of the State of California shall govern the interpretation of the terms and conditions of this JUA and such action shall be brought in a court of proper jurisdiction in Monterey County. The prevailing party, in addition to any other remedy at law or in equity available to such party, will be awarded all reasonable costs and reasonable attorney's

fees in connection therewith, including the fees and costs of experts reasonably consulted by the attorneys for the prevailing party.

28. **Default.** DPR will be deemed in default under this JUA upon the breach of any of DPR's other duties and obligations under this JUA, which breach can be cured, if such breach is not cured within seventy-two (72) hours after being given written notice thereof by City.

29. **Remedies on Default**

a. **City's Right to Terminate JUA.** Upon DPR's default of this JUA, City is entitled to terminate this JUA effective immediately.

b. **Other Remedies.** All rights, options, and remedies of City contained in this JUA will be construed and held to be cumulative and not one of them will be exclusive of the other, and City will have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided for by law, whether or not stated in this JUA.

30. **Waiver of Default.** Any waiver by City of a default of this JUA arising out of the breach of any of the covenants, conditions, or restrictions of this JUA will not be construed or held to be a waiver of any succeeding or preceding default arising out of a breach of the same or any other covenant, condition, or restriction of this JUA.

31. **Notices.** All notices required or permitted to be given under this JUA shall be in writing and must be personally delivered or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City: City of Marina
 City Hall
 Attn: City Manager
 211 Hillcrest Ave, Marina, California 93933
 Phone: (831) 384-3715

Copy to: City Attorney of City of Marina
 Shute, Mihaly & Weinberger LLP
 396 Hayes St., San Francisco, CA 94102
 Phone: (415) 552-7272

To DPR: California Department of Parks & Recreation
 Monterey District
 Attn: Mr. Dan Shaw
 2211 Garden Rd., Monterey, California 93940
 Phone: (831) 649-2836

or to such other address as either party may from time-to-time designate by notice to the other given in accordance with this Section. Notice will be deemed effective on the date personally served or, if mailed, three business days from the date such notice is deposited in the United States mail.

32. **Amendment or Modification.** This JUA may be amended, altered or modified only by a writing, specifying such amendment, alteration or modification, executed by authorized representatives of both of the parties hereto.

33. **Construction of JUA.** Whenever the singular number is used in this JUA and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If there is more than one DPR designated in or signatory to this JUA, the obligations hereunder imposed upon DPR are joint and several; and the term “DPR” as used herein refers to each and every of said signatory parties, severally as well as jointly.

34. **Time.** Time is and shall be of the essence of each term and provision of this JUA.

35. **Heirs and Successors.** All of the covenants, agreements, conditions and undertakings herein contained shall apply to and bind the representatives, heirs, executor, administrators, or successors-in-interest of all the parties hereto and all the parties hereto will be jointly and severally liable hereunder.

36. **Further Actions.** Each of the parties agree to execute and deliver to the other such documents and instruments, and to take such actions, as may reasonably be required to give effect to the terms and conditions of this JUA including such information and reports as may be required by the City.

37. **Interpretation.** This JUA has been negotiated by and between the representatives of both parties. Accordingly, any rule of law (including Civil Code §1654) or legal decision that would require interpretation of any ambiguities in this JUA against the party that has drafted it is not applicable and is waived. The provisions of this JUA shall be interpreted in a reasonable manner to affect the purpose of the parties and this JUA.

38. **Captions.** Titles or captions of the sections contained in this JUA are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of it.

39. **Severability.** If any of the provisions of this JUA are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this JUA and will not cause the invalidity or unenforceability of the remainder of this JUA, unless this JUA without the severed provisions would frustrate a material purpose of either party in entering into this JUA.

40. **Waiver.** No waiver of any right or obligation of either party hereto will be effective unless made in a writing, specifying such waiver and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this JUA on any occasion will not bar the exercise of the same right on any subsequent occasion or of any other right at any time.

41. **Counterparts.** This JUA may be executed in two or more counterparts, each of which will be deemed an original, but any of which will be deemed to constitute one and the same instrument.

42. **Entire Agreement.** This JUA constitutes the entire and complete agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements of the parties, whether written or oral, with respect to the subject matter.

IN WITNESS WHEREOF, this JUA has been executed by the duly authorized officers or representatives of each of the parties.

CITY OF MARINA

STATE DEPARTMENT OF PARKS
& RECREATION

By: _____
City Manager

By: _____

Its: _____

Date: _____

Date: _____

Attest: (Pursuant to Resolution No. 2024-__)

City Clerk

By: _____

Approved as to form:

City Attorney

Date: _____

EXHIBIT A – PROPERTY MAP

EXHIBIT B – PROPOSED USES

EXHIBIT C - INSURANCE

DPR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by DPR, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if DPR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if DPR provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to DPR’s profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

If DPR maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by DPR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of DPR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to DPR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, DPR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of DPR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

DPR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until DPR's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require DPR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of DPR who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due DPR to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the City. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, DPR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

DPR shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive DPR's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Duration of Coverage

CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting
of December 17, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-
APPROVING A DEPOSIT AND REIMBURSEMENT AGREEMENT
REGARDING THE PROPOSED COMMUNITY FACILITIES DISTRICT
NO. 2025-1 (“MARINA STATION CFD”)**

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2024-, approving a Deposit and Reimbursement Agreement (“Reimbursement Agreement”) regarding the Community Facilities District No. 2025-1.

BACKGROUND:

In August 2022, the City approved the assignment of the Development Agreement of the Marina Station project to 3rd Millennium Partners and approved the first amendment to the Development Agreement for this project. A key requirement of the project owner in order to maintain “Fiscal Neutrality” for the City, Marina Station LLC (the “Owner”), is to create a new Community Facilities District to be designated City of Marina Community Facilities District No. 2025-1 (Marina Station) (“Marina Station CFD” or “CFD”) to levy a special tax to fund maintenance costs for all landscaping, lighting, parks, and roadways within the project area that are typically the City’s responsibility and will also cover one-half of the City’s costs of operating and maintaining a fire station the will serve the project area and the general community.

ANALYSIS:

The City has received a request from Marina Station LLC to start the process to create the CFD. The Reimbursement Agreement is a mechanism by which the property owner may advance moneys to the City to pay the costs of formation of the Marina Station CFD, and to provide that such CFD, if formed, will reimburse the Owner for the amounts advanced under the Reimbursement Agreement.

The City’s consultant team that will assist with the formation of the CFD consists of Goodwin Consulting (special tax consultant), Fieldman, Rolapp & Associates, Inc. (municipal advisor), Stradling Yocca Carlson & Rauth (bond counsel), Goldfarb & Lipman (special legal counsel), and city staff.

Over the next few months staff will bring back to the City Council a Resolution of Intention to form the CFD; a Resolution of Formation of the CFD; resolutions calling and conducting a special election for the CFD; and an ordinance authorizing the levy of special taxes.

The adoption of the Resolution approving the Reimbursement Agreement under consideration this evening will not commit the City Council to establish the Marina Station CFD nor authorize the levy of special taxes or the issuance of bonds. The City Council may establish the Marina Station CFD only after conducting a public hearing and may levy the special taxes only if the result of the special election results in a 2/3rds approval.

FISCAL IMPACT:

The creation of the Marina Station CFD serves two primary purposes, it will keep the Marina Station development's impact on the City's General Fund fiscally neutral or better and will also assist the Owner in financing the infrastructure needed for the development of the property within the Marina Station CFD.

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

RESOLUTION NO. 2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A DEPOSIT AND REIMBURSEMENT AGREEMENT REGARDING THE PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2025-1 OF THE CITY OF MARINA (MARINA STATION)

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

Section 1. Marina Station LLC (the “Developer”) has submitted to the City Manager of the City of Marina (the “City”) a check in the amount of \$130,000 (the “Deposit”), to be used by the City to pay costs of the City in connection with proceedings under Section 53311 *et seq.* of the California Government Code (the “Act”) and Chapter 3.35 of the Marina Municipal Code to create a community facilities district to be designated “Community Facilities District No. 2025-1 of the City of Marina (Marina Station)” (the “CFD”).

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 17th day of December 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

**DEPOSIT AND REIMBURSEMENT AGREEMENT
REGARDING THE PROPOSED
COMMUNITY FACILITIES DISTRICT NO. 2025-1
OF THE CITY OF MARINA (MARINA STATION)**

THIS DEPOSIT AND REIMBURSEMENT AGREEMENT REGARDING THE PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2025-1 OF THE CITY OF MARINA (MARINA STATION) (the “Agreement”) dated as of December 1, 2024, is entered into by and between the CITY OF MARINA, a chartered municipal corporation organized and existing under the laws and constitution of the State of California (the “City”), and MARINA STATION LLC, a Delaware limited liability company (the “Owner”).

RECITALS:

A. The Owner and affiliates of Owner own approximately 320 acres of land described in Exhibit A attached hereto (the “Property”), which the Owner desires to include within proposed Community Facilities District No. 2025-1 of the City of Marina (Marina Station) (the “District”) to be established by the City pursuant to the Mello-Roos Community Facilities Act of 1982 (Section 53311 *et seq.* of the California Government Code), as incorporated into the Marina Municipal Code, with certain modifications, as Chapter 3.35 of the Marina Municipal Code.

B. It is expected that on or after April 1, 2025, the City Council of the City, acting as the legislative body of the District, will adopt a resolution establishing the District (the “ROF”) and a resolution calling for an election of the qualified electors within the District to authorize the special taxes of the District, issuance of bonds secured by the special taxes, and an annual appropriations limit for the District (the “District Election”).

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

AGREEMENT

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

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

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

(b) In order to begin the process of analyzing the potential formation of the District, the Owner has advanced to the City a sum totaling \$130,000. From time to time, the Owner shall make additional advances to the City within 15 business days following receipt from the City of a request for an additional advance to cover the costs of forming the District. In the event the Owner does not deliver the requested amount to the City within such 15-business day period, the City will have no obligation to proceed with the analysis or formation of the District unless and until such additional advance is received (at which time proceedings will be resumed).

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

(c) The City will provide to the Owner on request a summary of how the advances have been spent and the unexpended balance remaining.

(d) When and if the District is formed, the amounts advanced by the Owner will be reimbursable to the Owner, without interest, in one or more installments as required, from the first to be received of (i) proceeds of special taxes of the District and (ii) proceed of bonds issued by the City on behalf of the District.

3. Reimbursement Procedure. Promptly following the formation of the District, the City shall return any funds which have been advanced by the Owner which are not expended on, or reserved for, the purposes set forth in Section 2 above. Such returned funds shall be without interest.

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

5. Indemnification and Hold Harmless. To the full extent permitted by law, Owner shall indemnify and defend the City and its elected boards, commissions, officers, agents and employees (collectively, the "Indemnitees") and will hold and save each of the Indemnitees harmless from any and all costs, expenses, fees, and damages (including but not limited to attorneys' fees and costs) relating to or resulting from challenges, including lawsuits or administrative proceedings of any kind, brought by any third party, in connection with or relating to the formation of the District and/or the validity, legality or adequacy of the District Election (collectively referred to herein as a "Challenge"). In the event the City is served with any Challenge, the City shall provide Owner 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. Owner 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. Owner'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.

Owner 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 Owner require payment (which shall be paid entirely by Owner) but do not require any action by or on behalf of the City, the City shall allow Owner to settle the litigation on whatever terms Owner determines, in its sole and absolute discretion, but

Owner 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. Owner 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 Owner as provided above, including any necessary costs of implementing or enforcing the settlement or judgment. 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 that would require the City to take any action, refrain from taking any action, or make any payment.

Pursuant to Government Code Section 53359, an action challenging the validity of the special taxes of the District must be brought within 30 days of the District Election. Notwithstanding the foregoing, the indemnity provisions set forth in this Agreement shall terminate 120 days following the District Election unless a Challenge is brought within such 120 day period.

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

Owner: Marina Station LLC
5671 Santa Teresa Blvd.
Suite 200
San Jose, CA 95123
Attention: Michael Cady
Telephone: 408-960-8010
Email: mcady@thirdmillenniumpartners.com

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF MARINA

By _____
Layne Long, City Manager

ATTEST: (Pursuant to Resolution No. 2024-__)

Anita Sharp, Deputy City Clerk

MARINA STATION LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

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

Monterey County Assessor Parcel Nos.:

175-011-038-000

203-011-026-000

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
December 17, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, APPROVING AGREEMENT BETWEEN CITY OF MARINA AND KIMLEY-HORN AND ASSOCIATES, INC. OF SALINAS, CALIFORNIA, TO PROVIDE ENGINEERING SERVICES FOR THE IMJIN PKWY & 3RD AVE AND DEL MONTE BLVD & BEACH RD INTERSECTION IMPROVEMENT PROJECTS; AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2024-, approving agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services for the Imjin Pkwy & 3rd Ave and Del Monte Blvd & Beach Rd Intersection Improvement Projects;
2. Authorize the Finance Director to make the necessary accounting and budgetary entries;
3. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

The California Department of Transportation (Caltrans) has developed a comprehensive Strategic Highway Safety Plan (SHSP) that defines goals, objectives, and strategies to reduce fatalities and serious injuries on all public roads. The SHSP requires collaboration with law enforcement, educators, emergency services, and other stakeholders and is a major component of the Highway Safety Improvement Program (HSIP).

The HSIP is a Federal-aid program that incorporates a data-driven, strategic approach to improving highway safety that focuses on performance. Supporting safety improvement projects consistent with the State's SHSP, the HSIP finances projects specifically targeting roadway and intersection locations by identifying and implementing countermeasures to improve safety.

A Local Road Safety Plan (LRSP) is the local Municipality version of the State SHSP, providing a framework for organizing stakeholders to identify, analyze, and prioritize roadway safety improvements on local and rural roads. The process of developing an LRSP can be tailored to local protocols, needs, and issues. However, safety projects stemming from the plan need to be consistent with Federal and State project funding requirements if those funds will be used for project implementation. Also, the plan should be viewed as a living document that can be continually reviewed and updated to reflect changing local needs and priorities.

On May 4th, 2021, City Council passed resolution 2021-37 approving a Caltrans LRSP grant application. The City subsequently received a \$40,000 grant, which along with the \$5,000 City matching funds paid for the preparation of the LRSP. Staff issued a work order to Kimley-Horn to produce the LRSP under the on-call professional services agreement.

At the regular meeting of August 16, 2022, the City Council adopted Resolution No. 2022-108, approving the Local Roadway Safety Plan and the recommended safety improvement projects. Two of those improvement projects were the Imjin Pkwy & 3rd Ave intersection and the Del Monte Blvd & Beach Rd intersection.

The City proceeded to apply for HSIP Grant funding for these two projects as part of the 2023 Grant Cycle 11. Both projects were awarded Grant funding with Preliminary Engineering funding at the end of 2023.

ANALYSIS:

In October 2024, the City with approval from Caltrans administered a Request for Proposal for Preliminary Engineering on the two Intersection Projects simultaneously. It was recommended to combine the project contracts in order to maximize budget efficiency and execute the Grant time restrictions.

On December 2, the City received a proposal from Kimley-Horn and Associates, Inc. for the projects. City staff reviewed the proposal against Caltrans' procedural requirements and project criteria. Staff finds that Kimley-Horn has provided evidence that they are capable of the necessary expertise and adequate staffing to execute the projects efficiently and on-time for Grant purposes.

FISCAL IMPACT:

The Contract for Preliminary Engineering, Right-of-way certification, Environmental and investigations, and Final Project Plans, Specifications and Estimates (PS&E) is \$342,935.07

Consistent with State grant procedures, this grant will be reimbursed to the City and City funds will need to be advanced prior to reimbursement. The following is a summary of the budgets for each project:

Preliminary Engineering	State Contribution	Local Contribution	Total Cost
Imjin Pkwy & 3rd Ave	137,340.00	105,151.81	242,491.81
Del Monte & Beach Ave	56,880.00	43,563.26	100,443.26

As project costs will be partially reimbursed, staff is requesting unallocated General Funds to advance the payment for the State Grant's contribution. This project timeline is approximately one year, and the General Fund will be restored by the Grant Funds. The remaining balance required for Local Contributions will be supplemented by regional surface transportation program (RSTP) fair share funding. The current fiscal year budget has been approved with the necessary appropriations for both projects (HSR 2304 and HSR 2305). Administering reimbursement with the State will be done on a quarterly basis or more frequently as deemed cost effective.

Should the City Council approve this request, the City Finance Director will make all necessary accounting and budgetary entries to facilitate an interfund loan from General Fund to CIP Accounts HSR 2304 and HSR 2305.

Respectfully submitted,

Edrie Delos Santos, PE
Engineering Division
Public Works Department

Ismael Hernandez
Public Works Director
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AGREEMENT BETWEEN CITY OF MARINA AND KIMLEY-HORN AND ASSOCIATES, INC. OF SALINAS, CALIFORNIA, TO PROVIDE ENGINEERING SERVICES FOR THE IMJIN PKWY & 3RD AVE AND DEL MONTE BLVD & BEACH RD INTERSECTION IMPROVEMENT PROJECTS; AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, the California Department of Transportation (Caltrans) has developed a comprehensive Strategic Highway Safety Plan (SHSP) that defines goals, objectives, and strategies to reduce fatalities and serious injuries on all public roads. The SHSP requires collaboration with law enforcement, educators, emergency services, and other stakeholders and is a major component of the Highway Safety Improvement Program (HSIP), and;

WHEREAS, the HSIP is a Federal-aid program that incorporates a data-driven, strategic approach to improving highway safety that focuses on performance. Supporting safety improvement projects consistent with the State's SHSP, the HSIP finances projects specifically targeting roadway and intersection locations by identifying and implementing countermeasures to improve safety, and;

WHEREAS, a Local Road Safety Plan (LRSP) is the local Municipality version of the State SHSP, providing a framework for organizing stakeholders to identify, analyze, and prioritize roadway safety improvements on local and rural roads. The process of developing an LRSP can be tailored to local protocols, needs, and issues. However, safety projects stemming from the plan need to be consistent with Federal and State project funding requirements if those funds will be used for project implementation. Also, the plan should be viewed as a living document that can be continually reviewed and updated to reflect changing local needs and priorities, and;

WHEREAS, on May 4th, 2021, City Council passed resolution 2021-37 approving a Caltrans LRSP grant application. The City subsequently received a \$40,000 grant, which along with the \$5,000 City matching funds paid for the preparation of the LRSP. Staff issued a work order to Kimley-Horn to produce the LRSP under the on-call professional services agreement, and;

WHEREAS, at the regular meeting of August 16, 2022, the City Council adopted Resolution No. 2022-108, approving the Local Roadway Safety Plan and the recommended safety improvement projects. Two of those improvement projects were the Imjin Pkwy & 3rd Ave intersection and the Del Monte Blvd & Beach Rd intersection, and;

WHEREAS, the City proceeded to apply for HSIP Grant funding for these two projects as part of the 2023 Grant Cycle 11. Both projects were awarded Grant funding with Preliminary Engineering funding at the end of 2023, and;

WHEREAS, in October 2024, the City with approval from Caltrans administered a Request for Proposal for Preliminary Engineering on the two Intersection Projects simultaneously. It was recommended to combine the project contracts in order to maximize budget efficiency and execute the Grant time restrictions, and;

WHEREAS, on December 2, the City received a proposal from Kimley-Horn and Associates, Inc. for the projects. City staff reviewed the proposal against Caltrans' procedural requirements and project criteria. Staff finds that Kimley-Horn has provided evidence that they are capable of the necessary expertise and adequate staffing to execute the projects efficiently and on-time for Grant purposes, and;

WHEREAS, the Contract for Preliminary Engineering, Right-of-way certification, Environmental and investigations, and Final Project Plans, Specifications and Estimates (PS&E) is \$342,935.07, and;

WHEREAS, consistent with State grant procedures, this grant will be reimbursed to the City and City funds will need to be advanced prior to reimbursement. The following is a summary of the budgets for each project: Imjin Pkwy & 3rd Ave (137,340.00 HSIP + 105,151.81 Local), Del Monte & Beach Ave (56,880.00 HSIP + 43,563.26 Local), and;

As project costs will be partially reimbursed, staff is requesting unallocated General Funds to advance the payment for the State Grant's contribution. This project timeline is approximately one year, and the General Fund will be restored by the Grant Funds. The remaining balance required for Local Contributions will be supplemented by regional surface transportation program (RSTP) fair share funding. The current fiscal year budget has been approved with the necessary appropriations for both projects (HSR 2304 and HSR 2305). Administering reimbursement with the State will be done on a quarterly basis or more frequently as deemed cost effective, and;

Should the City Council approve this request, the City Finance Director will make all necessary accounting and budgetary entries to facilitate an interfund loan from General Fund to CIP Accounts HSR 2304 and HSR 2305.

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

1. Approve the agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services for the Imjin Pkwy & 3rd Ave and Del Monte Blvd & Beach Rd Intersection Improvement Projects;
2. Authorize the Finance Director to make the necessary accounting and budgetary entries;
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, at a regular meeting of the City Council of the City of Marina, duly held on the 17th day of December 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

**CITY OF MARINA
AGREEMENT FOR DESIGN SERVICES FOR THE
IMJIN PARKWAY & 3RD AVENUE
AND THE
DEL MONTE BLVD & BEACH RD
INTERSECTION
IMPROVEMENT PROJECTS**

THIS AGREEMENT is made and entered into on _____, 2024, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and _____, 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 Design Services associated with the Imjin Pkwy & 3rd Avenue and the Del Monte Blvd & Beach Rd Intersection Improvement Projects.
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Contractor to provide such services.

Terms and Conditions

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

1. Scope of Work.

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

(b) 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(c)(1-4), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

(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 described in Exhibit "A". Contractor shall be entitled to reasonably rely on information, data, records and reports furnished by the City, however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Contractor which were furnished to the City by a third party. Contractor shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Contractor by the City or a third party.

2. Term of Agreement & Commencement of Work

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on December 31, 2025, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

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

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

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

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

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

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed _____ (\$_____) 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 6(a)) not more frequently than once during every month and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or disputed items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(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.

(f) 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 6(a)) and reimbursed to Contractor.

4. Cost Principles and Administrative Requirements

(a) The Contractor agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

(b) The Contractor also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(c) Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the Contractor to the City.

(d) When a Contractor or SubContractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

5. Termination or Suspension.

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

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

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

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

6. Project Administrator, Project Manager & Key Personnel.

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

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

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. The 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. The contractor may be required to represent 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 Administrator. In the event that City Administrator and Project Manager cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: _____

7. Delegation of Work.

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

(b) If work hereunder is performed by a design professional, the 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 the purpose of establishing a duty of care between the subcontractor and the City.

8. **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.

9. **Confidential and Proprietary Information.** While 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.

10. 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. The 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. The 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. The 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.

11. 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. The 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. The 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 the purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this Agreement, during the term of his or her tenure or service with City and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof or obtain any present or anticipated material benefit arising there from.

12. **Disclosure.** The contractor may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

13. **Non-Discrimination**

(a) The Contractor's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

(b) During the performance of this Agreement, Contractor and its sub-contractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractors and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(c) Contractor and sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require ascertaining compliance with this clause.

(e) Contractor and its sub-contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(f) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

14. **Indemnification & Hold Harmless.**

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, immediately defend (with independent counsel reasonably acceptable to the City) and hold harmless the City, its Council, boards, commissions, employees, officials and agents (collectively "Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities"), where same arise out of the performance of this Agreement by Contractor, its officers, employees, agents and sub-contractors. The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify and Contractor shall be obligated to defend in all legal, equitable, administrative or special proceedings upon tender to the Contractor of any claim in any form or at any stage of an action or proceeding, whether or not liability is established and the obligation extends through final judgment including exhaustion of any appeals. The Contractor's obligation to indemnify applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally determined that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined by said section 2782.8(c)(2) ("Design Professional") Design Professional shall indemnify, protect and hold harmless any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional, or such acts or omissions of an officer, employee, agent or subcontractor of the Design Professional. Design Professional shall not have an immediate duty to defend an Indemnified Party, however, Design Professional's obligation to indemnify (including reimbursing the cost to defend) and hold the Indemnified Parties harmless applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally determined that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party the Design Professional's indemnification obligation shall be reduced in proportion to the established comparative liability. Within 30 days following Design Professional's receipt of a properly presented written invoice Design Professional shall reimburse the Indemnified Party for the cost of reasonable attorney's fees and defense costs incurred by the Indemnified Party to the same extent of Design Professional's indemnity obligation herein. In no event shall the cost to defend charged to the Design Professional exceed the Design Professional's proportionate percentage of fault.

(c) The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees, and officials. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to provide an immediate defense to any Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend the Indemnified Party at Contractor's expense by independent counsel reasonably acceptable to the City. Unless otherwise provided above, an Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended. If it is finally adjudicated that liability for which Contractor has provided an immediate defense was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Contractor may submit a claim to the City for reimbursement of reasonable attorney's fees and defense costs.

(e) This obligation to indemnify and defend, as set forth herein, is binding on the successors, assigns, or heirs of the Contractor and shall survive the termination of this Agreement or this Section.

15. 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. The 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. The 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. All required insurance must be submitted and approved to the City Attorney prior to the inception of any operations by Contractor.

(c) The required coverage and limits are subject to availability on the open market at a 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.

(d) 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.

16. 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.

17. 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.

18. 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.

19. Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement, including, without affecting Contractor's cost or compensation, advancing their mutual commitment to and recognition of the value of diversity and inclusion in the workforce.

20. 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. The venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

21. Compliance with Laws.

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced, and interpreted under the laws of the State of California. Contractor shall comply with new, amended, or revised laws, regulations or procedures that apply to the performance of this Agreement., those dealing with prevailing wages, apprentices, certified payrolls and hours of work.

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

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

(d) This Agreement is not intended and shall not be utilized for a public work as that term is used in California Labor Code Section 1720 *et seq.*

22. 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.

23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City: City Manager
 City of Marina City Hall
 211 Hillcrest Avenue
 Marina, California 93933
 Fax: (831) 384-9148

To Contractor: _____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

24. **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.

25. **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.

26. **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.

27. **Successors and Assigns.** All 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.

28. **Authority to Enter Agreement.** The 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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

34. **Time.** Time is of the essence in this contract.

35. **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.

36. **Audit Review Procedures**

(a) Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S Chief Financial Officer.

(b) Not later than thirty (30) calendar days after issuance of the final audit report, CONTRACTOR may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

(c) Neither the pendency of a dispute nor its consideration by CITY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.

- (d) CONTRACTOR and sub-contractor AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- (e) CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- (i) During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

- (ii) If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
- (iii) If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
- (iv) CONTRACTOR may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONTRACTOR, either as a prime or sub-contractor, with the same fiscal period ICR.

IN WITNESS WHEREOF, the Contractor and the City, by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

CITY OF MARINA

By: _____

Layne P. Long
City Manager

Date: _____

Attest:

Per Resolution 2024-_____

By: _____

Anita Shepherd-Sharp
Deputy City Clerk

Approved as to form:

By: _____

Rene A. Ortega
City Attorney

CONTRACTOR

By: _____

Name: _____

Its: _____

Date: _____

Exhibit C - Insurance

Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before any work commences. The City reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability (primary). Commercial general liability insurance covering Contractor's operations (and products where applicable) is required whenever the City is at risk of third party claims which may arise out of Contractor's work or presence on City premises. Contractual liability coverage is a required inclusion in this insurance.

Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or on an ISO or ACORD form providing coverage at least as broad as ISO form CG 00 01 10 01 and approved in advance by the City Attorney and Risk Manager. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for all coverages. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). Contractor must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Contractor shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 or forms CG 20 10 10 01 and CG 20 37 10 01. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, contractual liability and completed operations at a minimum, and shall be in an amount of not less than two million dollars (\$2,000,000), and include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

Business Auto. Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on an ISO or ACORD form providing coverage at least as broad as CA 00 01 10 01 approved by the City Attorney and Risk Manager. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Workers’ Compensation/Employers’ Liability. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Contractor has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers’ compensation statutory benefits as required by law. Employers’ liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers, employees, agents and volunteers.

Property Insurance. Property insurance, in a form and amount approved by the City Attorney and Risk Manager, is required for Contractors having exclusive use of premises or equipment owned or controlled by the City. City is to be named a Loss Payee As Its Interest May Appear in property insurance in which the City has an interest, e.g., as a lien holder. Fire damage legal liability is required for persons occupying a portion of City premises.

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to Contractor's profession, in a form and amount approved by the City Attorney and Risk Manager, will be specified on a project-by-project basis if Contractor is working as a licensed professional. Contractor shall maintain such insurance for a period of five years following completion of work or services. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Contractor shall maintain such insurance in place for a period of five years following completion of work or services provided under this Agreement. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than commencement of the work or services under this Agreement.

Contractor and City further agree as follows:

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, Contractor's employees, or agents from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

g) Unless otherwise approved by City, Contractor's insurance shall be written by insurers authorized and admitted to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete

the word “endeavor” with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

j) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

k) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

m) If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

n) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Contractor conducts operations of any type on behalf of City. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of Contractor.

p) Contractor agrees not to attempt to avoid its defense and indemnity obligations to City, its Council, boards and commissions, officers, employees, agents and volunteers by using as a defense Contractor's statutory immunity under workers' compensation or similar statutes.

r) Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Contractor and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

s) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for at least three years following substantial completion of the work.

December 17, 2024

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 17, 2024

Honorable Chair and Members
of the Abrams B and Preston Park

Abrams B NPC Meeting
of December 17, 2024

Sustainable Community Non-Profit Corporation Boards

Preston Park Sustainable
Community NPC Meeting
of December 17, 2024

**APPROVAL OF AMENDMENT NO. 6 EXTENDING THE AMENDED
MANAGEMENT AGREEMENT BETWEEN THE CITY OF MARINA, CITY OF
MARINA ABRAMS B NON-PROFIT CORPORATION, AND GREYSTAR
CALIFORNIA, INC. UNTIL DECEMBER 31, 2025, FOR ABRAMS B HOUSING
AREA; AND APPROVAL OF AMENDMENT NO. 6 EXTENDING THE AMENDED
MANAGEMENT AGREEMENT BETWEEN THE CITY OF MARINA, CITY OF
MARINA PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT, AND
GREYSTAR CALIFORNIA, INC. UNTIL DECEMBER 31, 2025 FOR PRESTON
PARK HOUSING AREA**

REQUEST:

It is requested that the City Council, Board of Directors Abrams B Non-Profit Corporation, and Board of Directors Preston Park Sustainable Community Non-Profit Corporation consider:

- (1) Adopting Resolution No. 2024- and Resolution No. 2024- (NPC), approving Amendment No. 6 to the Amended Management Agreement Between City of Marina, City of Marina Abrams B Non-Profit Corporation, and Greystar California, Inc. for Abrams B Housing Area, and
- (2) Authorizing City Manager/Executive Director to execute Amendment No. 6 to the Amended Management Agreement on Behalf of the City and the Non-Profit Corporation subject to final review and approval by the City Attorney/Non-Profit Corporation Legal Counsel.
- (3) Adopting Resolution No. 2024- and Resolution No. 2024- (PPSC-NPC), approving Amendment No. 6 to the Amended Management Agreement Between City of Marina, City of Marina Preston Park Sustainable Community Non-Profit Corporation, and Greystar California, Inc. for Preston Park Housing Area, and
- (4) Authorizing City Manager/Executive Director to execute Amendment No. 6 to the Amended Management Agreement on Behalf of the City and the Non-Profit Corporation subject to final review and approval by the City Attorney/Non-Profit Corporation Legal Counsel.

BACKGROUND:

Abrams Park

The City is the owner of the Abrams B housing area, and the Abrams B Non-Profit Corporation is the lessee of the property. At a regular meeting of October 16, 2007, the City Council adopted Resolution No. 2007-249, and the Non-Profit Corporation Board adopted Resolution No. 2007-01 (NPC) approving the Management Agreement with Alliance Residential LLC (which became Alliance Communities Inc. in May 2009) for management of the Abrams housing area. The agreement remained in effect through December 31, 2018.

At a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-143, and the Abrams B Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement with Alliance Communities, Inc (which became Greystar California, Inc. on June 1, 2020).

The Amended Management Agreement has been extended annually through five (5) Amendments. The current term will expire on December 31, 2024. As proposed, Amendment No. 6 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2025, to December 31, 2025 (“**EXHIBIT A**”).

Preston Park

The City of Marina purchased Preston Park from the Fort Ord Reuse Authority in September 2015 and approved a Management Agreement between the City of Marina, Preston Park Sustainable Community Non-Profit Corporation and Alliance Communities Inc., for the Preston Park Housing Area. This Agreement expired December 31, 2018.

At a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-144, and the Preston Park Sustainable Community Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement with Alliance Communities, Inc (which became Greystar California, Inc. on June 1, 2020).

The Amended Management Agreement has been extended annually through five (5) Amendments. The current term will expire on December 31, 2024. As proposed, Amendment No. 6 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2025, to December 31, 2025 (“**EXHIBIT B**”).

ANALYSIS:

The proposed Amendment No. 6 to the Amended Management Agreements found in **EXHIBIT A** and **EXHIBIT B** extend the terms of the Agreements from January 1, 2025, to December 31, 2025.

The City Manager and the Finance Director meet monthly with the Greystar property management team to review community appearance, property concerns, market information, financial data, and receive updates on routine and one-time capital improvements. Based on Greystar’s responsiveness and quality property management services, staff is recommending extending the agreement with Greystar for another year.

FISCAL IMPACT:

Should the City Council, Abrams B Non-Profit Corporation Board, and Preston Park Sustainable Community Non-Profit Corporation Board approve the request, the Amendment No. 6 to the Amended Management Agreements do not change the compensation to Greystar and rental revenue would continue to be collected on and after January 1, 2025, until December 31, 2025.

CONCLUSION:

This request is submitted for the City Council and Non-Profit Corporation Boards consideration and possible action.

Respectfully submitted,

REVIEWED/CONCUR:

Tori Hannah
Finance Director
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-
RESOLUTION NO. 2024- (NPC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING
AMENDMENT NO. 6 TO AN AMENDED MANAGEMENT AGREEMENT BETWEEN THE
CITY OF MARINA, CITY OF MARINA ABRAMS B NON-PROFIT CORPORATION AND
GREYSTAR CALIFORNIA, INC. FOR ABRAMS B HOUSING AREA, AUTHORIZING
CITY MANAGER TO EXECUTE THE AMENDMENT NO. 6 TO THE AMENDED
MANAGEMENT AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL
REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at a regular meeting of October 16, 2007, the City Council adopted Resolution No. 2007-249 and the Non-Profit Corporation Board adopted Resolution No. 2007-01 (NPC) approving the Management Agreement with Alliance Residential LLC (which became Alliance Communities Inc. in May 2009) for management of the Abrams housing area, which expired on December 31, 2018; and,

WHEREAS, at a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-143 and the Abrams B Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement with Alliance Communities, Inc (which became Greystar California, Inc. on June 1, 2020); and,

WHEREAS, the Amended Management Agreement has been extended annually through five (5) Amendments, the latest term will expire on December 31, 2024; and,

WHEREAS, the proposed, Amendment No. 6 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2025 to December 31, 2025 (“**EXHIBIT A**”); and,

WHEREAS, pursuant to the Assignment Agreement, the Management Agreement may not be terminated without the prior written consent of the Federal National Mortgage Association (“Fannie Mae”); and,

WHEREAS, Amendment No. 6 to the Amended Management Agreement does not change the compensation to Greystar under the Management Agreement and rental revenue would continue to be collected on and after January 1, 2025 until December 31, 2025.

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

1. Approve Amendment No. 6 to the Amended Management Agreement between the City of Marina, the City of Marina Abrams B Non-Profit Corporation and Greystar California, Inc. for Abrams B Housing Area (**EXHIBIT A**) extending the term of the Management Agreement from January 1, 2025 to December 31, 2025; and,
2. Authorize the City Manager to execute Amendment No. 6 to the Amended Management Agreement for Abrams B on behalf of the City, subject to final review and approval by the City Attorney.

Resolution No. 2024-
Resolution No. 2024- (NPC)
Page Two

PASSED AND ADOPTED by the City Council at a regular meeting duly held on the 17th day of December 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

RESOLUTION NO. 2024-
RESOLUTION NO. 2024- (PPSC-NPC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AND THE BOARD OF
DIRECTORS OF THE PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT
CORPORATION APPROVING AMENDMENT NO. 6 TO THE AMENDED MANAGEMENT
AGREEMENT BETWEEN THE CITY OF MARINA AND GREYSTAR CALIFORNIA, INC.
FOR PRESTON PARK AND AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 6 TO THE AMENDED MANAGMENT AGREEMENT SUBJECT TO
FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the City of Marina purchased Preston Park from the Fort Ord Reuse Authority in September 2015 and approved a Management Agreement between the City of Marina, Preston Park Sustainable Community Non-Profit Corporation and Alliance Communities Inc. (which became Alliance Communities Inc. in May 2009), for the Preston Park Housing Area, which expired on December 31, 2018; and,

WHEREAS, at a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-144 and the Preston Park Sustainable Community Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement with Alliance Communities, Inc (which became Greystar California, Inc. on June 1, 2020); and,

WHEREAS, WHEREAS, the Amended Management Agreement has been extended annually through five (5) Amendments, the latest term will expire on December 31, 2024; and,

WHEREAS, the proposed, Amendment No. 6 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2025 to December 31, 2025 (“**EXHIBIT B**”); and,

WHEREAS, pursuant to the Assignment Agreement, the Management Agreement may not be terminated without the prior written consent of the Federal National Mortgage Association (“Fannie Mae”); and,

WHEREAS, Amendment No. 6 to the Amended Management Agreement does not change the compensation to Greystar under the Management Agreement and rental revenue would continue to be collected on and after January 1, 2025 until December 31, 2025.

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

1. Approve Amendment No. 6 to the Amended Management Agreement between the City of Marina, the City of Marina Preston Park Sustainable Community Non-Profit Corporation and Greystar California, Inc. for the Preston Park Housing Area (**EXHIBIT B**) extending the term of the Management Agreement from January 1, 2025 to December 31, 2025; and,
2. Authorize the City Manager to execute Amendment No. 6 to the Amended Management Agreement for Preston Park Sustainable Community Non-Profit Corporation Board on behalf of the City, subject to final review and approval by the City Attorney.

Resolution No. 2024-
Resolution No. 2024- (PPSC-NPC)
Page Two

PASSED AND ADOPTED by the City Council at a regular meeting duly held on the 17th day of December 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

**AMENDMENT NO. 6 TO THE
AMENDED MANAGEMENT AGREEMENT
FOR
ABRAMS PARK**

THIS AMENDMENT NO. 6 TO THE AMENDED MANAGEMENT AGREEMENT (“Amendment No. 6”) is made and entered into on December 31, 2024, by and between the City of Marina, a California municipality, and Abrams B Non-Profit Corporation, a California nonprofit public benefit corporation, (collectively referred to as “Owner,”) and Greystar California, Inc., a Delaware corporation, (hereinafter referred to as “Operator”), as assignee of Alliance Communities II, LLC, a Delaware limited liability company formerly known as Alliance Communities, Inc. (formerly a Delaware corporation),” as follows:

RECITALS

1. On October 16, 2007, Owner and Operator’s predecessor in interest entered into a Management Agreement for day-to-day property management services of the Abrams Park multifamily residential apartment project (“Abrams Park”); and

2. On dates subsequent to October 16, 2007, Owner and Operator’s predecessor(s) entered into various amendments of the agreement; and

3. On November 28, 2019, the City Council approved an Amended Management Agreement for Abrams Park (“Agreement”), which has received five (5) annual amendments to extend the term, the most recent of which was approved on December 19, 2023; and

4. Owner and Operator, as the Owner’s managing agent wish to extend the services contained in the Agreement.

Terms & Conditions

The above recitals are true, correct and incorporated herein by this reference.

Now, therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to enter into this Amendment No. 6, and to amend the Agreement effective as of the date first written above as follows:

1. Section 2.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

“2.1 TERM. The term of this Agreement shall commence on January 1, 2025, unless an earlier date is agreed to by City, the current operator and Operator, and shall continue to and include December 31, 2025, unless terminated as provided herein or extended in writing by mutual agreement thereto.”

EXHIBIT A

2. Only the numbered paragraphs of the Agreement that are being amended are set forth in this Amendment No. 6. All references in this Amendment No. 6 to a separate instrument or agreement shall include such instrument or agreement as the same may have been amended or supplemented from time to time pursuant to the applicable provisions thereof.

3. Capitalized terms used but not defined in this Amendment No. 6 shall have the meanings given to them in the Agreement.

4. Integration. This Amendment No. 6 and the Agreement represent the entire agreement concerning this subject matter and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment No. 6 and the Agreement merge into this Amendment No. 6 and the Agreement.

5. Counterparts. This Amendment No. 6 may be executed in any number of counterparts and all of counterparts taken together shall be deemed to constitute one and the same instrument.

6. Authority. Each individual executing this Amendment No. 6 represents and warrants that they are duly authorized to execute and deliver this Amendment No. 6 and that this Amendment No. 6 is binding in accordance with its terms.

Except as provided above, the Agreement is in all other respects in full force and effect.

[Signature Pages Immediately Follow]

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 on the date and year first written above.

OWNER:

CITY OF MARINA

By: _____

Name: Layne Long

Title: City Manager

Date: _____

CITY OF MARINA ABRAMS B NON-PROFIT CORPORATION

By: _____

Name: Layne Long

Title: Executive Officer

Date: _____

Approved pursuant to City Council Resolution No. ____ and Abrams B Non-Profit Corporation Resolution No. 2024-__

Attest:

By: _____

City Clerk

Approved as to Form

By: _____

City Attorney

EXHIBIT A

OPERATOR:

GREYSTAR CALIFORNIA, INC.,
a Delaware corporation

By: _____

Name:

Title:

Date: _____

**AMENDMENT NO. 6 TO THE
AMENDED MANAGEMENT AGREEMENT
FOR
PRESTON PARK**

THIS AMENDMENT NO. 6 TO THE AMENDED MANAGEMENT AGREEMENT (“Amendment No. 6”) is made and entered into on December 31, 2024, by and between the City of Marina, a California municipality, and Preston Park Sustainable Nonprofit Corporation, a California nonprofit public benefit corporation, (collectively referred to as “Owner,”) and Greystar California, Inc., a Delaware corporation (hereinafter referred to as “Operator”), as assignee of Alliance Communities II, LLC, a Delaware limited liability company formerly known as Alliance Communities, Inc. (formerly a Delaware corporation) as follows:

RECITALS

1. On October 16, 2007, Owner and Operator’s predecessor in interest entered into a Management Agreement for day-to-day property management services of the Preston Park multifamily residential apartment project (“Preston Park”); and

2. On dates subsequent to October 16, 2007, Owner and Operator’s predecessor(s) entered into various amendments of the agreement; and

3. On November 28, 2019, the City Council approved an Amended Management Agreement for Preston Park (“Agreement”), which has received five (5) annual amendments to extend the term, the most recent of which was approved on December 19, 2023; and

4. Owner and Operator, as the Owner’s managing agent, wish to extend the services contained in the Agreement.

Terms & Conditions

The above recitals are true, correct and incorporated herein by this reference.

Now, therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to enter into this Amendment No. 6, and to amend the Agreement effective as of the date first written above as follows:

1. Section 2.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

“2.1 **TERM.** The term of this Agreement shall commence on January 1, 2025, unless an earlier date is agreed to by City, the current operator and Operator, and shall continue to and include December 31, 2025 unless terminated as provided herein or extended in writing by mutual agreement thereto.”

EXHIBIT B

2. Only the numbered paragraphs of the Agreement that are being amended are set forth in this Amendment No. 6. All references in this Amendment No. 6 to a separate instrument or agreement shall include such instrument or agreement as the same may have been amended or supplemented from time to time pursuant to the applicable provisions thereof.

3. Capitalized terms used but not defined in this Amendment No. 6 shall have the meanings given to them in the Agreement.

4. Integration. This Amendment No. 6 and the Agreement represent the entire agreement concerning this subject matter and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment No. 6 and the Agreement merge into this Amendment No. 6 and the Agreement.

5. Counterparts. This Amendment No. 6 may be executed in any number of counterparts and all of counterparts taken together shall be deemed to constitute one and the same instrument.

6. Authority. Each individual executing this Amendment No. 6 represents and warrants that they are duly authorized to execute and deliver this Amendment No. 6 and that this Amendment No. 6 is binding in accordance with its terms.

Except as provided above, the Agreement is in all other respects in full force and effect.

[Signature Pages Immediately Follow]

EXHIBIT B

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 on the date and year first written above.

OWNER:

CITY OF MARINA

By: _____

Name: Layne Long

Title: City Manager

Date: _____

PRESTON PARK SUSTAINABLE COMMUNITY NONPROFIT CORPORATION

By: _____

Name: Layne Long

Title: Executive Officer

Date: _____

Approved pursuant to City Council Resolution No. 2024-__ and Preston Park Sustainable Nonprofit Corporation Resolution No. 2024-__

Attest:

By: _____

City Clerk

Approved as to Form

By: _____

City Attorney

EXHIBIT B

OPERATOR:

GREYSTAR CALIFORNIA, INC.,
a Delaware corporation

By: _____

Name:

Title:

Date: _____

December 12, 2024

Item No. **10g(6)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 17, 2024

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-
AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC
IMPROVEMENT AND REIMBURSEMENT AGREEMENT WITH SHEA
HOMES FOR THE REHABILITATION OF THE MARINA ARTS VILLAGE**

REQUEST:

It is requested that the City Council:

1. Adopt Resolution No. 2024-, authorizing the City Manager to execute a Public Improvement and Reimbursement Agreement with Shea Homes Limited Partnership for the rehabilitation of the Marina Arts Village.

BACKGROUND:

A component of the University Villages Specific Plan is an area designated as a proposed Arts District. This was initially envisioned as a combination of individual studio spaces, galleries or shops for artists, designers and high-profile interactive art/learning center types of facilities that capitalize on the unique resources of the Monterey area. This area consists of an old Army warehouse about sixty feet wide by one thousand feet long on approximately six acres of land at the corner of 1st street and 8th avenue.

This area is in an opportunity phase of the development and was expected to be continually refined regarding the programming and development of the area.

The City and Marina Community Partners (Shea Homes) entered into an amendment to their Operating Agreement on December 17, 2019. With this amendment Marina Community Partners relinquished this property, and the City agreed to accept the City in accordance with the Specific Plan. Marina Community Partners agreed to assist the City with grant applications and planning for the maintenance and improvements of the Arts District.

The original concept was to allocate up to 40 percent of the space for art and performance areas, 25 percent for retail/food and 35 percent for co-working office space and innovation center. There are potential economic and arts grants available for this project.

ANALYSIS:

The City and Shea Homes are both interested in stabilizing and securing the approximately 60,000 square foot warehouse structure so that the facility can remain an asset for the City of Marina and the community in the future to develop as an Arts Village or Marina Arts and Innovation Center.

The City and Shea Homes will jointly agree to stabilize and secure the structures in a manner that will keep the original architectural integrity but will be adaptively reused and refurbished without a wholesale change to their former character.

The City and Shea Homes will jointly finance the rehabilitation of the structure to the Arts Village with Shea Homes undertaking the management, design, and construction of the rehabilitation as outlined in the scope of work attached to the Public Improvement and Reimbursement Agreement.

The City and Shea Homes will each pay 50 percent or approximately \$1,350,000. **(EXHIBIT A)**
The attached scope of work estimates the total project cost at \$2,700,000.

Also attached is a previous concept plan for the development of this area. **(EXHIBIT B)**.

This will support one of the City Council top priorities to stabilize useful city buildings which included the Arts Village.

This project is expected to begin immediately. This project will only stabilize and secure the buildings and will not include all the utilities, infrastructure and ADA code requirements to allow occupants to work in the buildings. This will be done at a later date.

FISCAL IMPACT:

Funding of \$1,350,000 for the rehabilitation of the Arts Village warehouse was approved in the Capital Improvement Program budgets for fiscal years 2023-2024 and 2024-2025. (Capital Project No. EDF 2008. Shea Homes' matching contribution of \$1,350,000 is expected to cover the costs of stabilization and rehabilitation of this facility.

CONCLUSION:

This request is submitted for City Council consideration and comment.

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC
IMPROVEMENT AND REIMBURSEMENT AGREEMENT WITH SHEA HOMES FOR THE
REHABILITATION OF THE MARINA ARTS VILLAGE

WHEREAS, A component of the University Villages Specific Plan includes an area designated as a proposed Arts District envisioned as a combination of individual studio spaces, galleries, or shops for artis, retails sales and food shops and co-worker spaces; and

WHEREAS, This property was transferred back to the City in December 2019 and the primary component is a 60,000 square foot warehouse structure that is decaying over time; and

WHEREAS, This warehouse structure has value to the community to develop in the future as an Arts Village or Marina Arts and Innovation Center; and

WHEREAS, Both the City and Shea Homes are jointly interested in stabilizing and securing the structure in a manner to keep the original architectural integrity and will jointly share the costs in doing this; and

WHEREAS, The total cost is estimated to be \$2,700,000 and the City has previously approved Capital Project No. EDF 2008 and allocated \$1,350,000 for the rehabilitation of the Arts Village warehouse.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marina that the City Manager is authorized to execute a Public Improvement Agreement with Shea Homes for the rehabilitation of the Marina Arts Village.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 17th day of December 2024, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**PUBLIC IMPROVEMENT AND REIMBURSEMENT AGREEMENT FOR
CITY OF MARINA ARTS AND INNOVATION DISTRICT REHABILITATION**

THIS AGREEMENT (“Agreement”) is made effective this ___ day of _____, 2024 (“Effective Date”), 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.”

RECITALS

A. City is the owner of that certain real property identified for purposes of the “Dunes Specific Plan,” (formerly “University Villages Specific Plan”) adopted by City on May 31, 2005, as the “Arts District,” approximately bounded by 1st Avenue, 8th Street in the City of Marina, County of Monterey, State of California (the “Property”). The Property is more particularly described in **Exhibit A**, which is attached and incorporated herein by reference.

B. City also owns the structures at the Property, which comprise approximately 60,000 square feet of decaying army-era warehouses that are in very poor condition, attract vandalism, graffiti, and are an eyesore in the community (“Structures”).

C. The City and Developer desire to stabilize and secure the Structures so that they can remain an asset for the City of Marina and the community into the future. While the Structures targeted for adaptive reuse are not on the historic register, they have a certain visual character that is important to maintain. In order to keep their architectural integrity, they will be adaptively re-used and refurbished, without a wholesale change to their former character.

D. To achieve these ends, Developer has proposed the scope of work attached hereto as **Exhibit B**, and incorporated herein (the “Scope of Work” or “Work” as applicable). Such work is consistent with, and in furtherance of, the goals of the City and the Dunes Specific Plan.

E. The City and Developer desire to jointly finance the rehabilitation of the Structures in the Arts District with Developer undertaking the management, design, and construction of the rehabilitation work as more particularly described in the Scope of Work. City and Developer propose to split the costs of this program between them, with each paying 50 percent or approximately \$1,352,843.50. An estimated cost breakdown of the Scope of Work is attached hereto as **Exhibit C**.

F. The City’s agreement to jointly finance the rehabilitation shall not itself constitute an approval of any license, permit, temporary or permanent interest in land, or other permission necessary to carry out the Scope of Work. The Parties’ respective obligations under this Agreement shall be contingent upon issuance of all approvals necessary to conduct the Scope of Work (the “Approvals”). The City will consider any necessary approvals once an application has been submitted and/or such approvals are presented to the City for consideration, if any.

G. The Parties desire to enter into this Agreement to memorialize City’s agreement to reimburse Developer for the reasonable, actual, and verifiable expenses to complete Scope of Work.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, it is agreed between the Developer and the City (collectively, the “Parties”) as follows:

1. **Incorporation of Recitals.** The terms of the Recitals are hereby incorporated by this reference as if set forth in full herein.

2. **Duty to Make Improvements.** Developer agrees to design, manage, construct, install, and complete, or cause to be constructed, installed, and completed, the rehabilitation of the Arts District Structures, as more particularly described in the Scope of Work (the “Project”). Developer shall select and retain all companies necessary to perform the Work and complete the Project, and any associated design and management related to the Work.

3. **Right of Entry; Performance of Work.** Developer has right to enter the Property for purposes of performing the Work. Developer agrees that the Project will be done in a good and workmanlike manner in accordance with accepted construction practices and in a manner equal or superior to the requirements of the City’s Municipal Code (“Code”) and rulings made under it. In the event that any conflict between the Project (including any plans developed to implement it) and the Code should arise after the date of this Agreement but before the City issues a Certificate of Completion (as defined herein) for the Project, the provisions of the Code shall control. Further, the work will be conducted in accordance with all City standards, specifications and applicable laws, rules and regulations, and to the satisfaction of the City. It is agreed that the City shall have the right to reject any or all of the work performed under this Agreement if such work does not conform to any City standards and specifications, applicable law, rule, or regulation.

4. **Reimbursement.** Developer shall be reimbursed for completion of the Project as follows:

- (a) The breakdown of estimated costs for the Work is detailed in attached **Exhibit C**, Estimated Cost Breakdown.
- (b) The Parties acknowledge that the Estimated Cost Breakdown is only an estimate, and agree that it is the Parties’ intent that City shall reimburse Developer for fifty percent (50%) of the actual, verifiable costs incurred in performing the Work based on the procedure described in section (c), below.
- (c) **Method of Payment.** City shall reimburse Developer as follows:
 - i. On a periodic basis, Developer shall submit to City an itemized invoice for the costs incurred by Developer for performance of the Work in the period immediately preceding such submittal (the “**Documentation**”). The Documentation shall include any applicable consultant, subcontractor, architect, engineer, contractor and other third-party invoices and backup documentation related to such Work. Such Documentation shall be submitted to **Layne Long**, City Manager, at the address set forth in Paragraph 15 of this Agreement, with a courtesy copy by e-mail to Finance Director, **Tori Hannah**.

- ii. City shall review Documentation to determine if it is consistent with the Scope of the Work necessary to implement the Project. Upon City's satisfactory review, City shall reimburse Developer for the invoiced amount set forth in the Documentation within thirty (30) days following receipt of the Documentation. The fact that a cost for a component of Work exceeds the estimate for that Work in the Estimated Cost Breakdown shall not be a basis for City to object and/or reject the cost so long as the associated Work, in the City's view, is necessary to implement the Project.
 - iii. If, based on City's review of Documentation, City determines in good faith that the Documentation is outside the Scope of the Work necessary to implement the Project, then City shall notify Developer in writing of the same (a **"Dispute"**) within fourteen (14) days following receipt of the Documentation, setting forth in detail the reasons for its determination.
 - iv. In the event of a Dispute, the Parties shall meet and confer in an attempt to resolve the Dispute (in person or via teleconference) within five (5) days after City notifies Developer of the same. Upon resolution of any Dispute, City shall reimburse Developer at the mutually agreed upon amount within ten (10) days of such resolution.
 - v. Any Dispute not resolved pursuant to the above shall, at the written request of either Party be submitted for mediation (a **"Mediation Request"**), which Mediation Request shall be given to the other Party in the manner for notices set forth in Paragraph 15 be submitted to binding meditation. Within fifteen (15) days thereafter, the Parties will select a mutually acceptable mediator. The mediation shall be completed within thirty (30) days after the mediator is selected, unless otherwise agreed to in writing by both Parties. To the extent that the Parties cannot resolve the Dispute submitted to mediation, the mediator shall issue a binding decision.
5. **Compliance with Laws/Prevailing Wage.**
- (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 must be in good standing and registered with the California Department of Industrial Relations in accordance with California labor Code section 1725.5 and shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.
 - (b) The Project is a "public work" such that prevailing wages are 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.

6. **Notice and Certification of Completion.** Developer shall advise the City in writing of the completion of the Project and request certification of completion. Upon receipt of Developer's request for certification of completion, City shall promptly inspect the Property and any structures subject to this Agreement. If the City determines, upon such inspection, that the Project has been satisfactorily completed, the City shall issue a certificate indicating the same (the "Certificate of Completion"). For the purposes of this Agreement, the date of completion shall be the date that the City issues a Certificate of Completion. The decision of the City shall be final as to whether any material or workmanship meets the applicable plans, specifications, and standards as set forth herein.

7. **Nonperformance, Breach, Notice and Costs.** If, within the time specified in this Agreement and any approved extension, Developer fails to complete the Project, to act promptly as required by this Agreement, fails to complete the work within such time, or if the Developer is adjudged as bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed in the event of Developer's insolvency, or if Developer or Developer's contractors, subcontractors, agents, or employees violate this Agreement, or Developer otherwise breaches this Agreement, the City shall provide written notice to Developer of such failure or violation and provide a timeframe within which Developer must act or complete the work ("Notice"). If within thirty (30) calendar days after the serving of such Notice upon Developer, Developer does not give the City written notice of its intention to correct the deficiencies or complete the work within the time specified in the Notice, then the City may take over the work and prosecute the same to completion by contract, or by any other method the City may deem advisable, for the account and at the expense of the Developer's share of the cost of the work together with a fifteen percent (15%) administrative charge. In this event, the 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 work site and necessary for completion of the work.

8. **Remedies.** The City may bring legal action to: (1) compel performance of this Agreement; (2) ensure compliance with any Approvals; and (3) recover the costs (including the City's administrative costs) of completing the Project pursuant to Paragraph 7. Notwithstanding the above, the City may also seek any and all remedies available in law or equity. The Developer agrees that, if legal action is brought by the City, the Developer shall pay all of the costs of suit and reasonable attorneys' fees and all other expenses of litigation as determined by the court having jurisdiction over such suit, if such court rules that the Developer has failed to carry out any of its obligations under this Agreement.

9. **Responsibilities for Damage.** Any damage to the Structures, utilities, concrete work, or paving, or to any portion of adjacent properties that is caused by Developer or its employees, agents, or contractors, and that occurs during or from the Project construction shall be completely repaired by the Developer to the satisfaction of the City.

10. **Utility Deposits.** Developer shall satisfy the City that it has made the deposits required for utilities to be supplied and connected with the applicable portion of the project prior to obtaining a Certificate of Completion.

11. **Inspections - Payment of Fees.** The City is authorized to enter the Property for inspection purposes at any time. Developer shall at all times maintain the Property so that the City and any agency authorized to make inspections can safely access and inspect all parts of the Property. Developer shall pay to the City the cost of inspecting the Property and structures thereon, including the costs of staff time and any consulting services determined to be necessary by the City, consistent with the City's fee schedules.

12. **Estimate of Costs; Security.** Developer shall furnish a Payment Bond, which shall be in an amount not less than one hundred percent (100%) of the total estimated cost of the Project 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 person that has a lien right pursuant to California Civil Code Sections 8520, 8530 and 9100; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the Project 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 person that has a lien right pursuant to 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 the surety that furnishes the Payment 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.

13. **No Waiver by City.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or a statement by an officer, agent, or employee of the City indicating the work complies with this Agreement, or acceptance of all of these acts shall not relieve Developer of its obligation to fulfill this Agreement; nor is the City by these acts prohibited from bringing an action for damages or specific enforcement arising from the Developer's failure to comply with this Agreement. No action or omission by the City shall constitute a waiver of any provision of this Agreement unless expressly provided in writing. No course of dealing between Developer and the City, or any delay on the part of the City in exercising any rights hereunder, shall operate as a waiver of any rights by the City, except to the extent these rights are expressly waived in writing by the City.

14. **Hold Harmless; Indemnification Agreement.** Developer shall hold harmless, defend, and indemnify the City, its officers, employees, and agents from and against any and all damage, injury, and/or death to persons and property, and any and all claims, demands, costs, losses, damages, injuries, or liability, including attorneys' fees, howsoever caused, resulting

directly or indirectly from the performance or nonperformance of any and all work done or to be done pursuant to this Agreement. Developer shall not be required to indemnify and hold harmless the City as set forth in this Paragraph for liability attributable to the sole fault of the City, provided such sole fault is determined by agreement between the Parties or the findings of a court of competent jurisdiction.

15. **Insurance.** As a condition precedent to the effectiveness of this Agreement and without limiting Developer's indemnification of the City pursuant to Paragraph 14, Developer agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in **Exhibit D** - "Insurance". Developer shall furnish the City with original certificates of insurance, executed 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) be endorsed to protect City as an additional insured for commercial general and business auto liability; (2) provide City prior notice of cancellation; and (3) be primary with respect to City's insurance program. Developer's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

16. **Notices.** All notices required shall be in writing and delivered by Registered mail, postage prepaid, or any nationally recognized overnight courier that routinely issues receipts (e.g., FedEx). A party may change its address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address. All notices shall be deemed received three (3) business days after dispatch by United States Postal Service regular mail, or one (1) business day after dispatch by a reputable overnight courier service.

Notices to be given to the City shall be addressed as follows:

City Manager
City of Marina
Attn: Layne Long
211 Hillcrest Avenue
Marina, CA 93933
llong@cityofmarina.org

With a cc to:

Shute, Mihaly & Weinberger
Attn: City Attorney, City of Marina
396 Hayes Street
San Francisco, CA 94102
rortega@smwlaw.com

Notices to the Developer shall be addressed as follows:

[INSERT ADDRESS]

17. **Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties.

18. **Miscellaneous Terms and Provisions.**

- (a) If any provision of this Agreement is adjudged illegal, inoperative, or invalid, the remaining provisions of this Agreement, to the extent practicable, shall continue in full force and affect.
- (b) This Agreement contains a full, final and exclusive statement of the Agreement of the Parties regarding the subject matter hereof.
- (c) The obligations upon the Developer signing this Agreement terminate upon issuance of a Notice of Completion as referenced herein.
- (d) This Agreement shall be administered, interpreted and enforced under the laws of the State of California and the City of Marina. In case of dispute, venue shall reside in Monterey County, California.
- (e) Developer warrants and represents that the person signing on behalf of Developer has the authority to execute this Agreement on behalf of Developer, and has the authority to bind the Developer to the terms and obligations set forth in this Agreement. Developer agrees that this Agreement, and any instrument or agreement required hereunder, are within the Developer's powers, and have been duly authorized and delivered, and do not conflict with Developer's organizational powers.
- (f) Developer agrees that this Agreement is a valid, legal, and binding Agreement, enforceable against Developer in accordance with its terms, and that any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding, and enforceable. Developer agrees that this Agreement does not conflict with any law, agreement, or obligations by which Developer is bound.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the day and year above written.

- Signature Page Follows -

City of Marina,
a municipal corporation,

By: _____

Layne Long
City Manager

Attest:

City Clerk

Approved as to Form:

City Attorney

Developer,

By: _____

Name: _____

Title: _____

Exhibit “A”

Property Description/Map of Work Area

Exhibit “B”

Scope of Work

Arts District Stabilization Scope of Work

- Hazardous Material Testing – all buildings will be tested for hazardous materials with multiple samples taken per industry acceptable sampling protocol.
- Debris removal – all debris inside buildings will be removed and vegetation and debris on the exteriors of the buildings will be cleared within 15 feet of all buildings.
- Building 3 Demolition – The center building will be removed down to the concrete slab. The concrete slab will not be removed and will remain in place.
- Building preparation – all existing siding, roof material and roof sheathing will be removed from the buildings.
- Carpentry Work – The entire roof area will be re-sheathed and new Hardy Board Cementitious siding material (or equivalent) will be installed. This will include a board and batten style material with batts 4 feet on center, new fascia, and other exterior trim as needed. Also included is dry rot repairs as necessary.
- New Roofing – Supply and install all new roof flashings, gutters and downspouts and other roofing metal as needed as well as composition shingles.
- Paint – supply and install primer and finish coat of paint to all new siding and exterior trim.
- Fencing – removal of existing fencing and installation of gates and/or barriers to control access
- Prevailing Wages are included for all work, as well as third party prevailing wage monitoring.
- Overhead doors will be repaired if possible, or replaced.
- Engineering – a structural engineer will be retained to provide assistance with material selection and installation details. Note that this is a stabilization program and not intended to be building code compliant or occupancy ready. That said the intent is that the roof material and siding will be installed in a manner that facilitates future building renovation/permit efforts.
- Inspections – we’d ask that the City of Marina provide inspections as they would feel appropriate.

Exhibit “C”

Estimated Cost Breakdown

Arts District Re-Hab Costs		
Scope of Work	Cost	Additional Comments
Environmental testing	\$ 16,715	All buildings will be tested for hazardous material status
Demolition	\$ 441,085	Center building will be removed down to the slab (slab remains). Remaining four buildings all existing siding, roof sheathing roof material removed along with all miscellaneous debris inside all buildings, strip all nails for reinstall of new siding and roof
Framing Labor/Material	\$ 1,400,000	Re- sheathe entire roof area, supply and install new Hardy board and batten siding with batts 4 foot on center for four buildings (includes new fascia and all other exterior trim as needed)
Re-Roof - Material/Labor	\$ 320,761	Supply and install all roof metal and composition shingles
Paint	\$ 58,210	Supply and install primer and finish coat to paint all new siding and exterior trim
Fencing	\$ 10,000	
Portable Toilets/Wash Stations	\$ 3,500	
Temp Power/Generators	\$ 5,000	
Dumpsters / Dump fees	\$ 10,000	
Prevailing wage Monitor	\$ 7,500	
Overhead Door Repairs	\$ 50,000	Repairs/ replacement as needed
Shea Construction Management	\$ 30,000	
Total	\$ 2,352,771	
Project Contingency 15%	\$ 352,916	
Total Cost	\$ 2,705,687	

Exhibit “D”

Insurance

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if Contractor provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available,

through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the City. The policy must also provide

that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

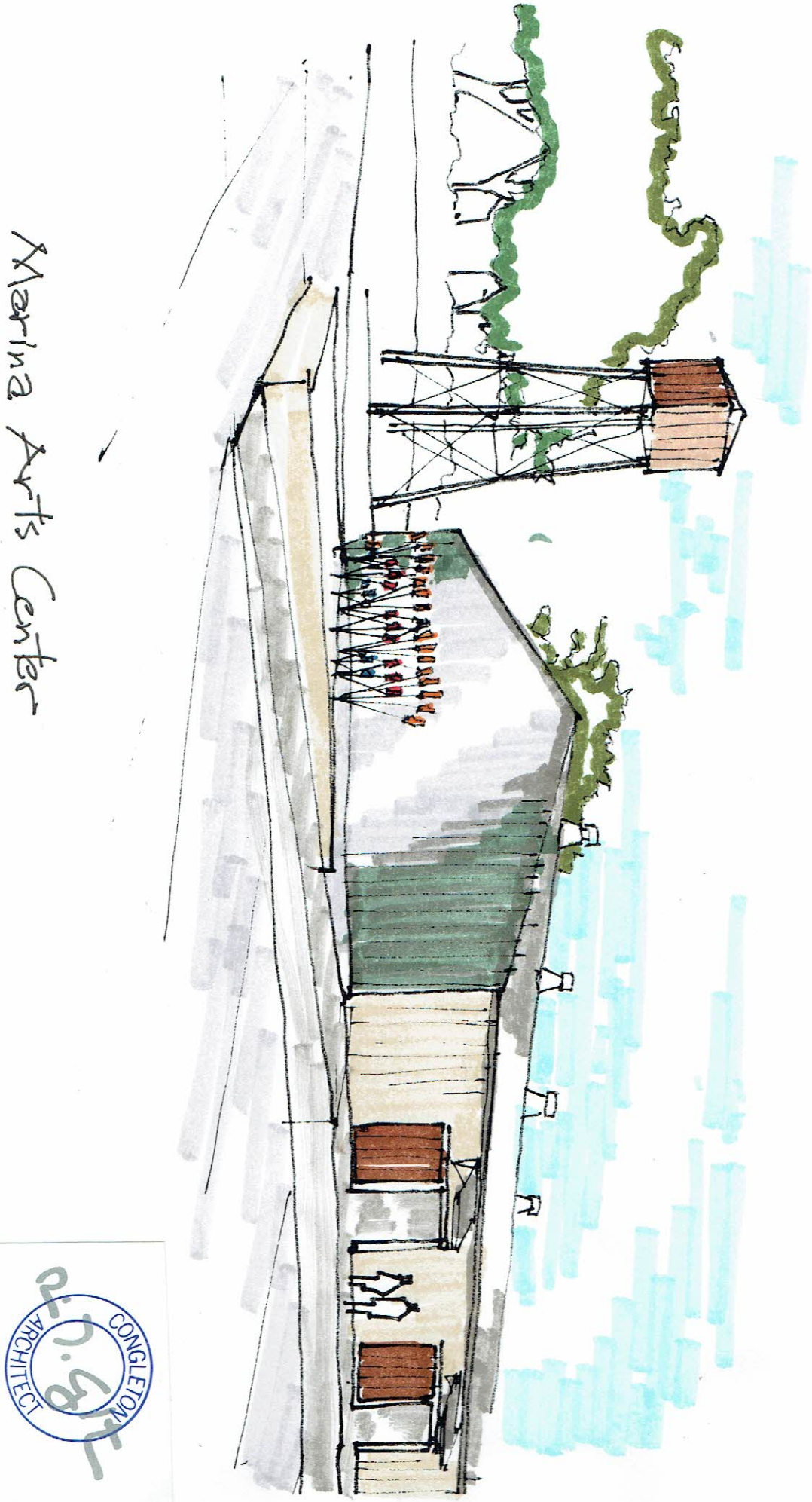
Duration of Coverage

CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances

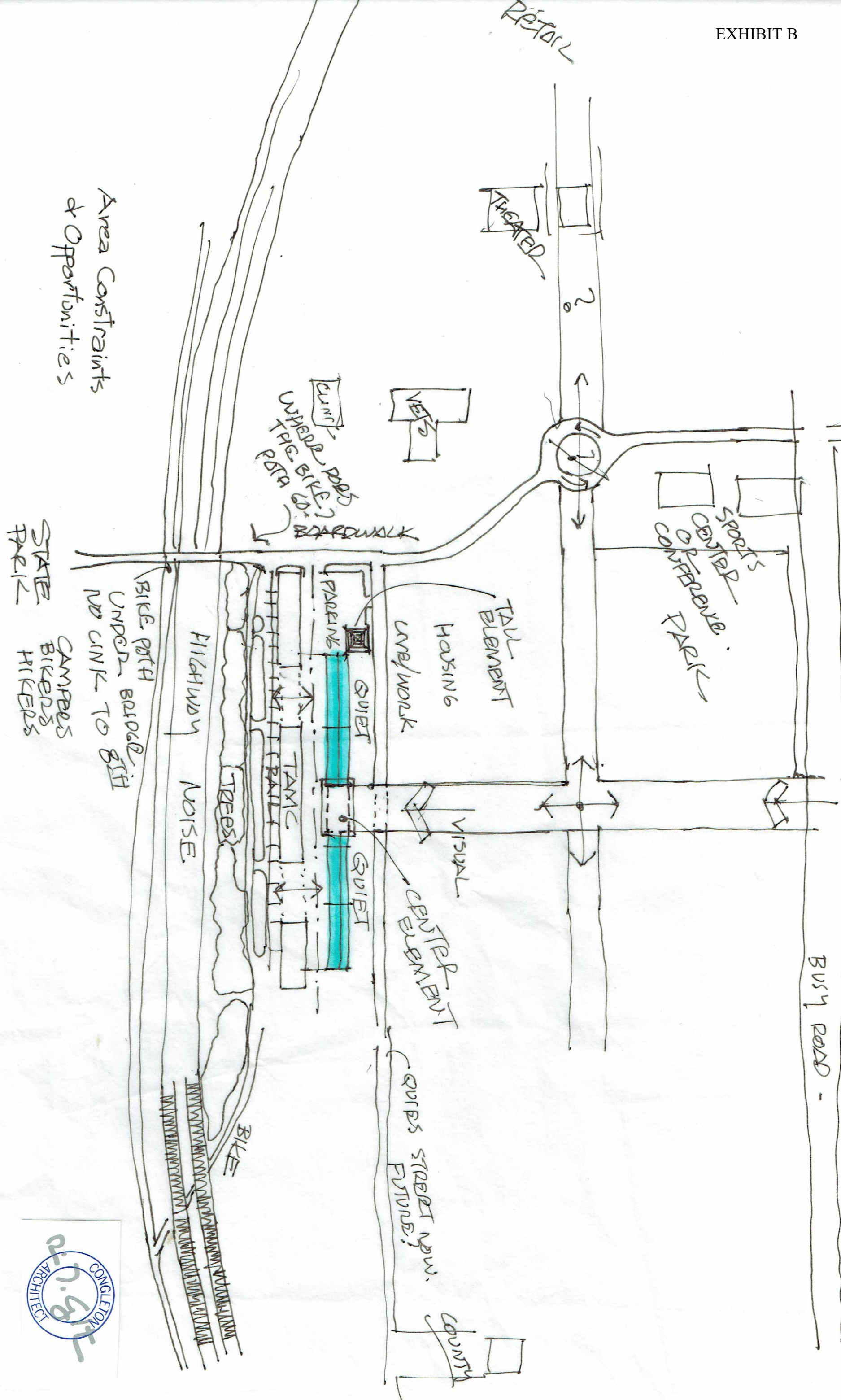
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

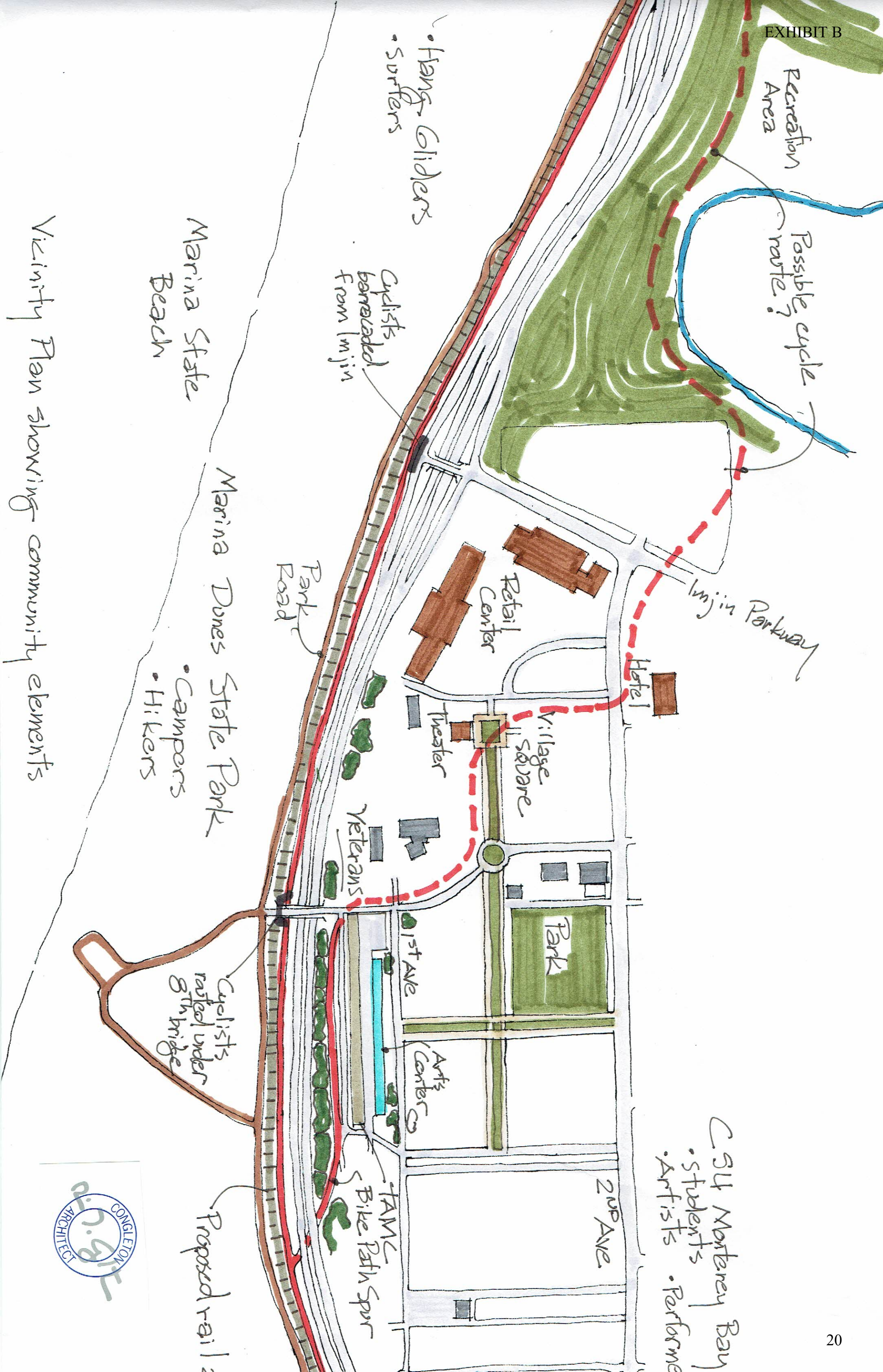
1845209.2



Marina Arts Center







Vicinity Plan showing community elements

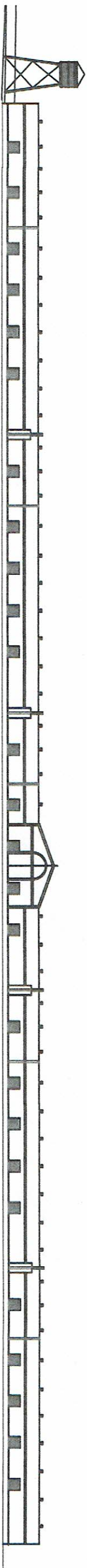


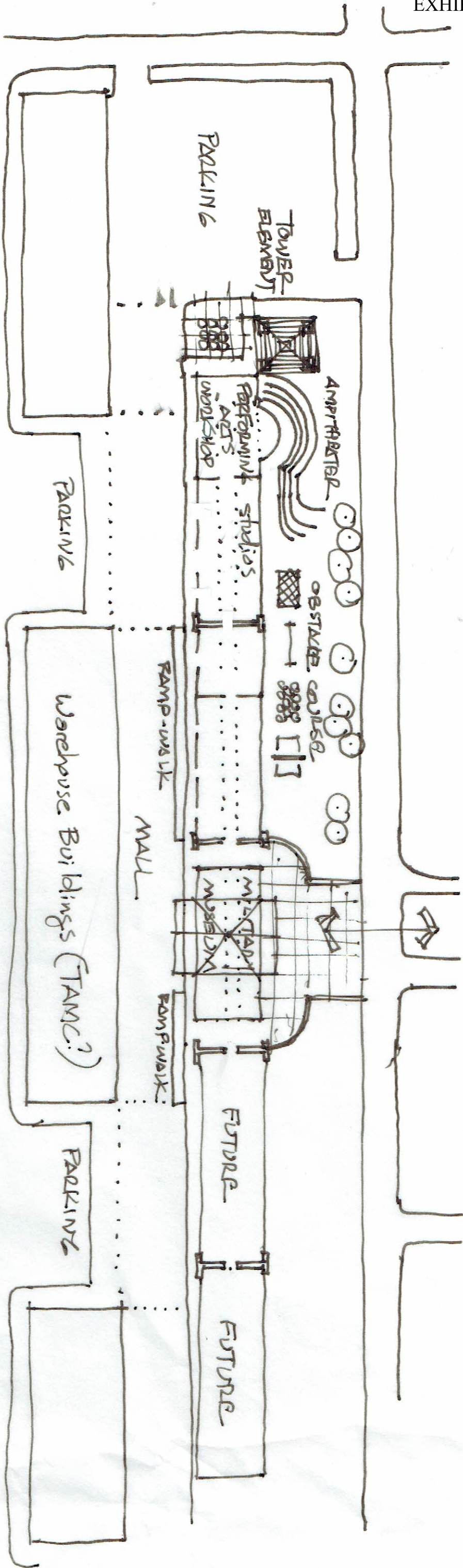


Warehouse - existing



Arts Center - proposed

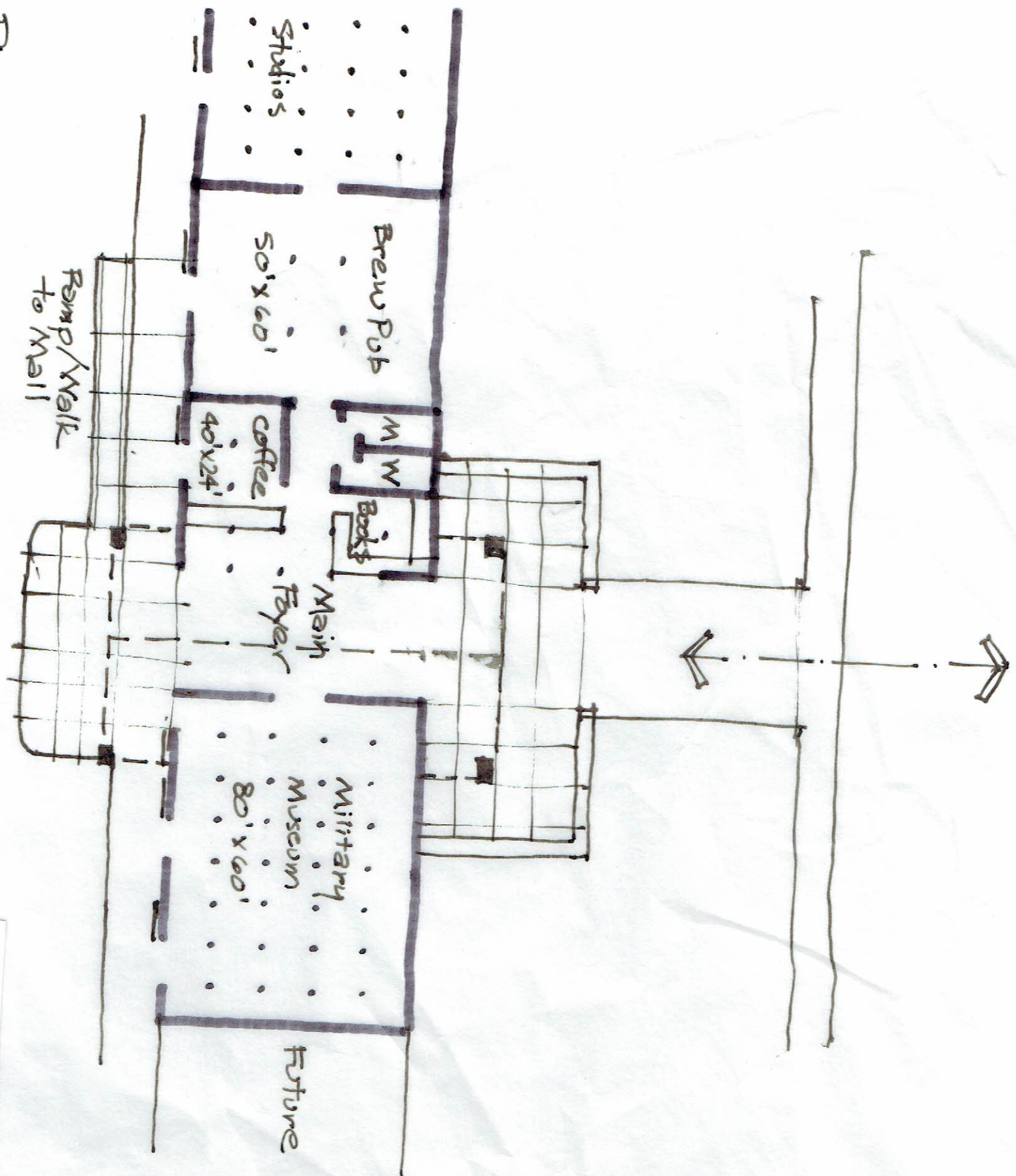




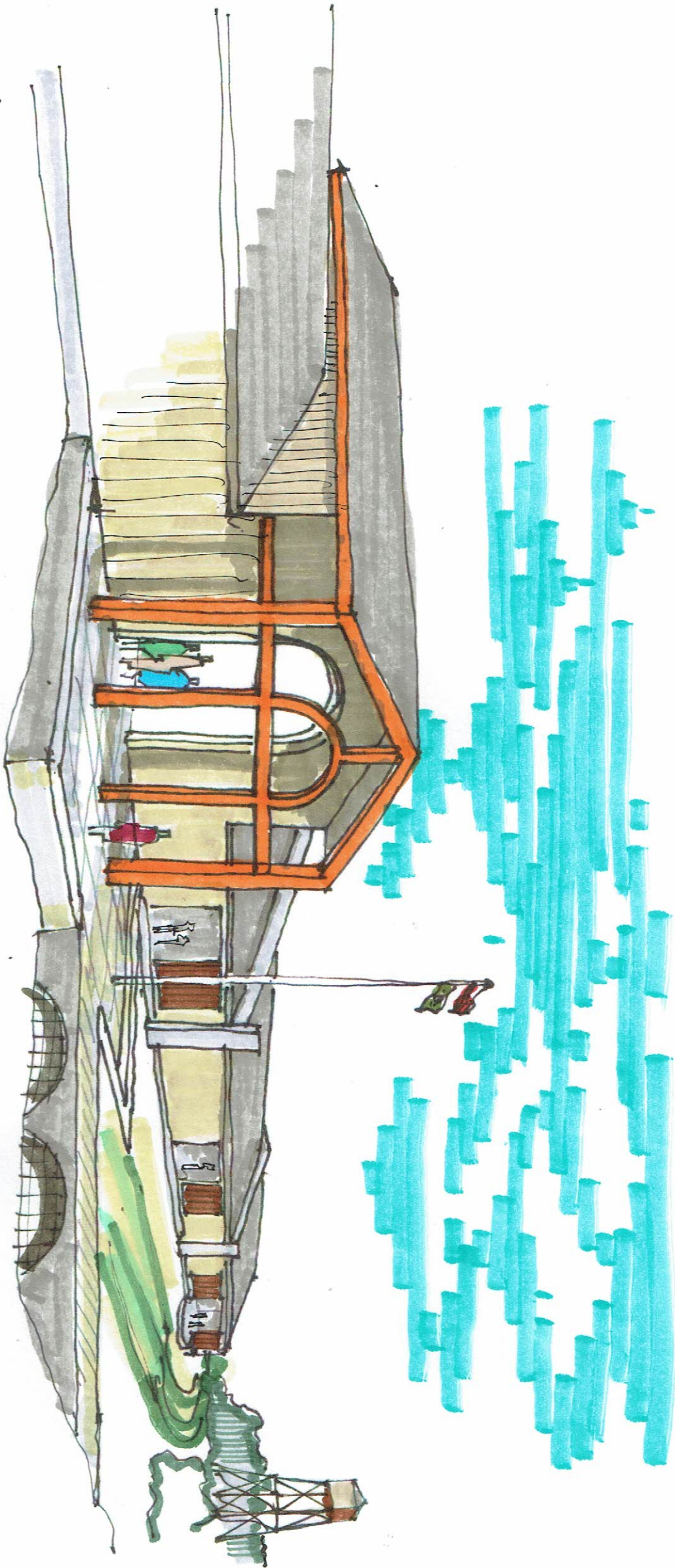
Concept Plan - Arts Center

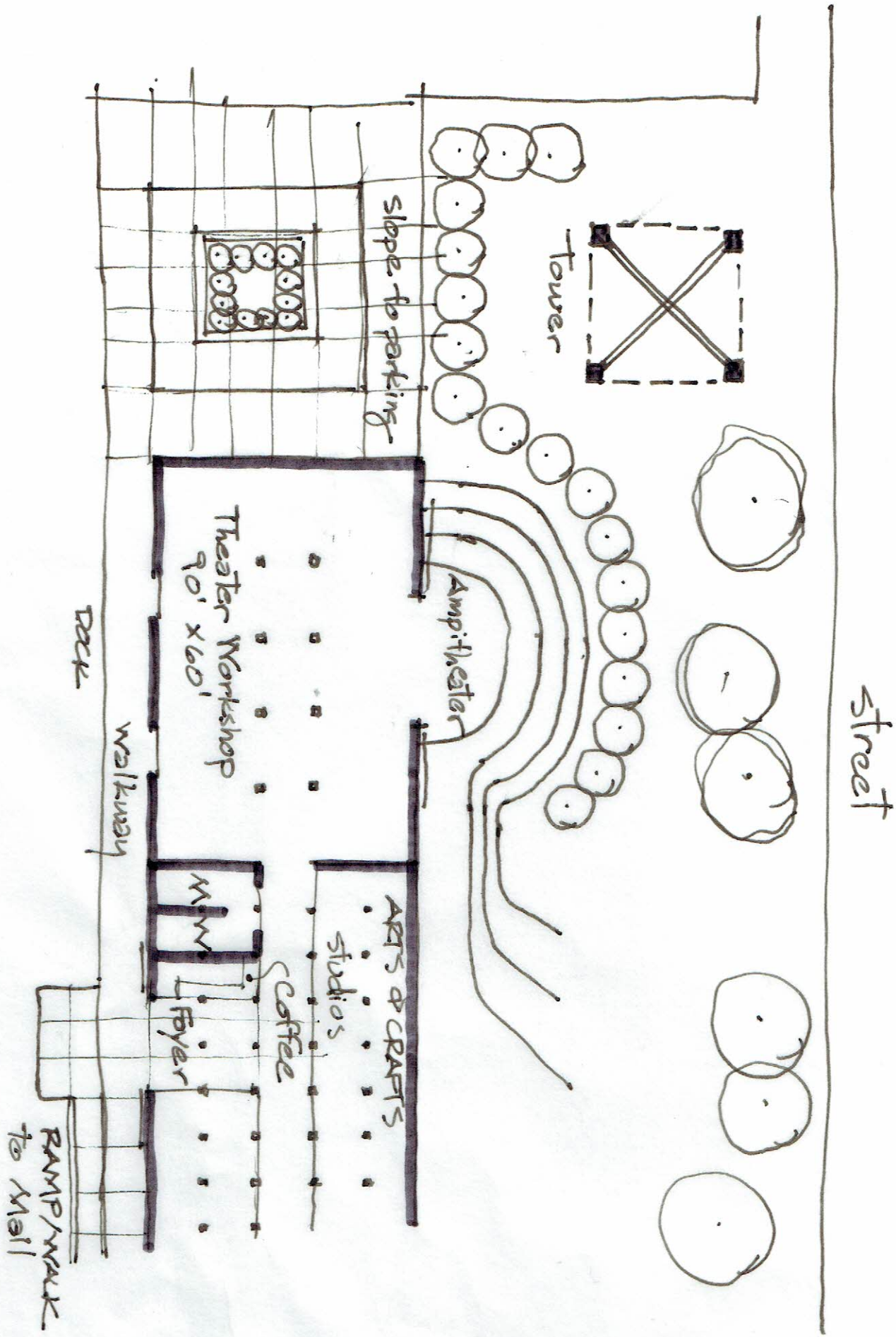


Plan - Main Entry/Military Museum



Arts Center Main Entrance
Military Museum



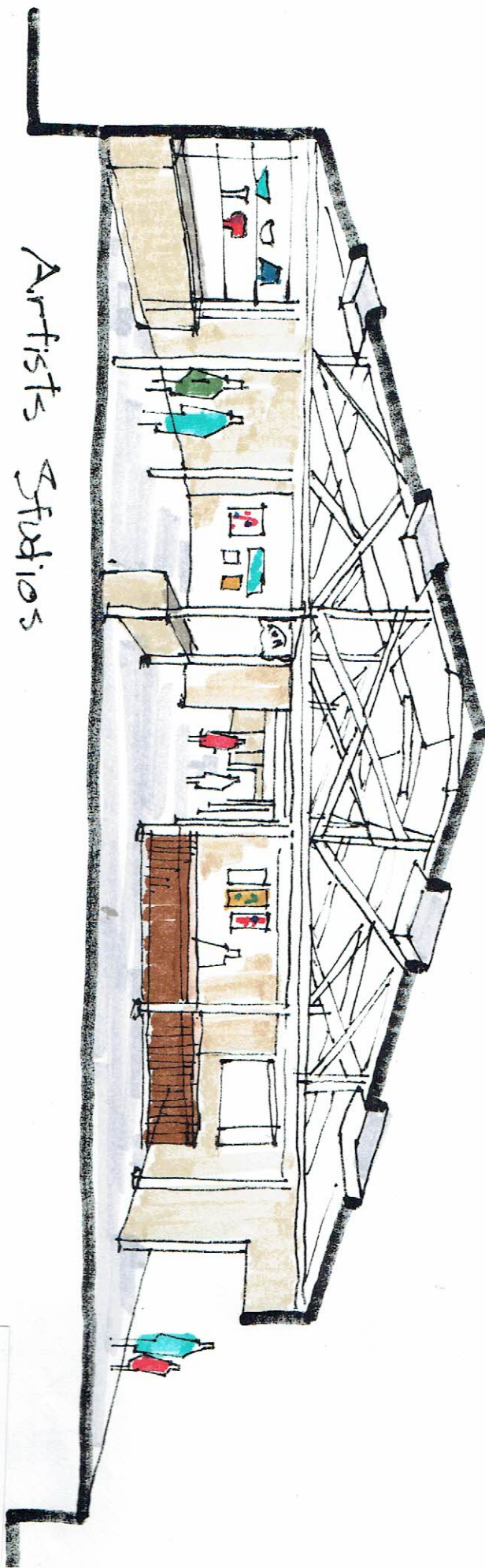


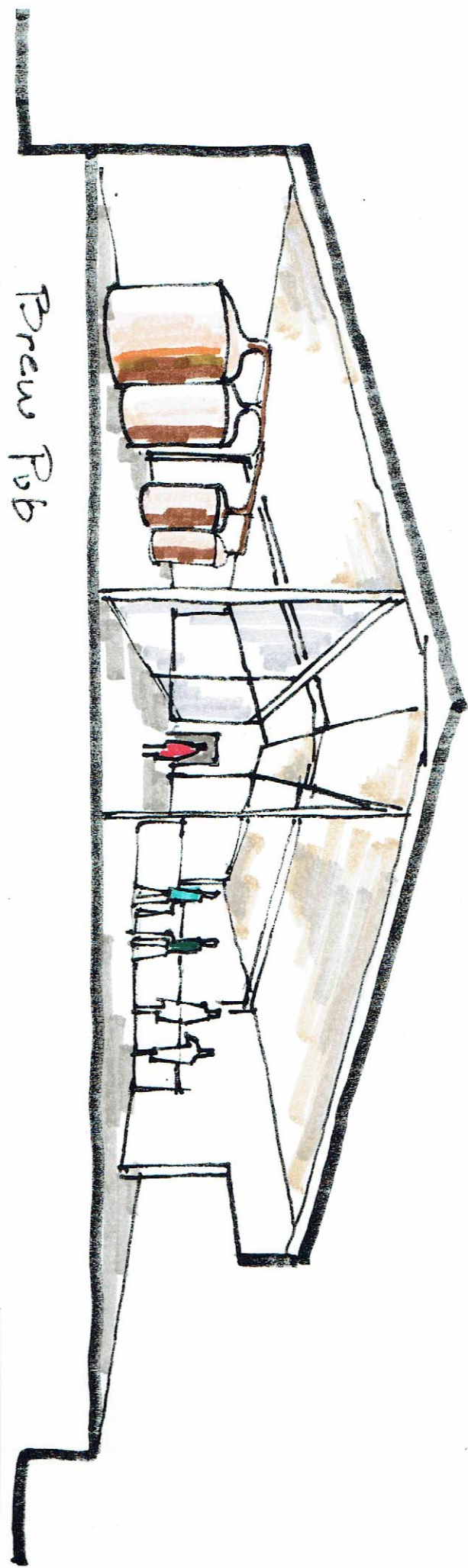
North Entry - Theater Workshop



Amphitheater







December 17, 2024

City of Marina*City of Marina*

211 HILLCREST AVENUE

MARINA, CA 93933

831- 884-1278; FAX 831- 384-9148

www.cityofmarina.org

December 19, 2024

Chairperson, Board of Supervisors
County of Monterey
168 West Alisal St., 1st Floor
Salinas CA 93901

Subject: County of Monterey Draft Sixth Cycle Housing Element

Dear Chairperson:

Thank you for providing the City of Marina with an opportunity to comment on the County's Sixth Cycle Housing Element. Having just received certification for the City's Housing Element, I know you are managing a complex long range planning document with competing stakeholders and interested parties. This letter is a follow up to our comment letter sent to the County on June 6, 2024.

1. Over Planning/Request to Remove Site #7

The County of Monterey's Regional Housing Needs Allocation is 3,326. In addition to the County RHNA obligation and pursuant to Senate Bill 166, the California Department of Housing and Community Development (State HCD) recommends an additional buffer that will provide the County with the capacity to address potential net loss issues over the planning period of 2023-2031. HCD recommends that each jurisdiction identify additional candidate sites to accommodate a RHNA buffer of 15 to 30 percent. Even if the County was being extremely conservative in its No Net Loss provisions, the County should only be accounting for 4,323 units not the 6,362 units listed in your draft document¹. This represents a 47% increase over the necessary RHNA allotment. The City requests that you remove Site #7 from your Housing Element Site Inventory for the following reasons, which are further detailed below:

- Impact to economic development;
- Airport incompatibility;
- Availability of alternative sites/removal of viable sites; and
- Failing to implement environmental justice initiatives.

In addition to the above, as more detailed below, removal of Site #7 from the Housing Element Site Inventory will not negatively impact the No Net Loss provisions of state law.

2. Economic Development

Site #7 abuts the Marina Airport and development of housing near the Airport has the potential to impact the City's economic development efforts. As we have explained, the Marina Airport is the linchpin of the City's economic development efforts. This was envisioned back in the 2000 General Plan and continues

¹ See Table ES-1 (County of Monterey Draft Housing Element)

to be a major focus of the City Council moving forward.² These efforts recently were demonstrated by Joby Aviation receiving a \$9.8-million-dollar CALCOMPETES grant which will assist Joby Aviation in completing construction of a 220,000 square foot building. This new building will increase aircraft production from four (4) to fifty (50) aircraft per year. Placing high-density low-income housing directly abutting the Marina Airport could severely limit the economic development potential of this facility for decades to come.

3. Safety

According to the Marina Airport Compatibility Plan, Site #7 is directly abutting the airport runway protection zone. Placing low-income affordable housing directly abutting this zone will create safety incompatibility that makes it infeasible for future residential development.



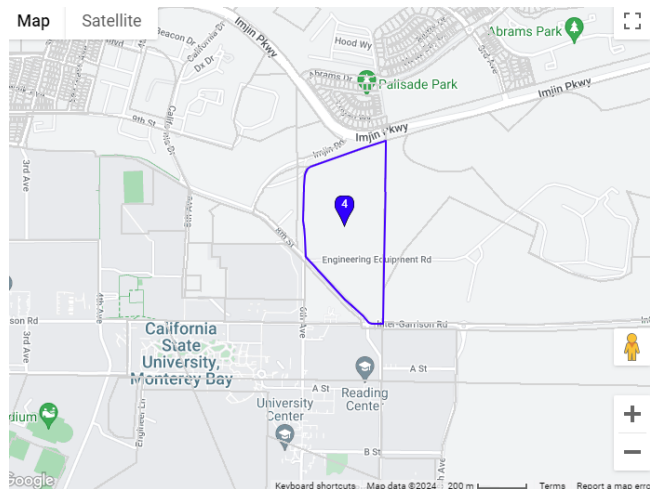
If the County persists with including Site #7 in its Site Inventory, the City of Marina would like to propose entering into a Memorandum of Understanding (MOU) with the County to discuss the long-

² General Plan Policy 2.4.14- The City shall encourage economic opportunities and development at and surrounding the Marina Municipal Airport, by providing opportunities for aviation and non-aviation related uses that have the appropriate sites and environment for a broad range of commercial and industrial uses. The City shall create an attractive image for the entire Airport area, both as experienced upon entering and traveling within the area that promotes the City's economic objectives to contribute to an overall appearance that will attract desired uses and enhance the area's short and long-term economic viability. (2008- 224)

² [NOTE: There are 2 footnotes number "2"] General Plan Policy 2.4.15-The City shall protect the Marina Municipal Airport and related aviation facilities from encroachment by potentially incompatible land uses and shall promote the development of an Airport facility that can accommodate the future growth of aviation and air commerce while minimizing airport-related environmental and safety hazards. The City shall utilize the Airport Influence Area (AIA), or "Airport Planning Area" adopted by the Monterey County Airport Land Use Commission in the Marina Municipal Airport Comprehensive Land Use Plan, and consider all applicable FAA regulations, policies and procedures.

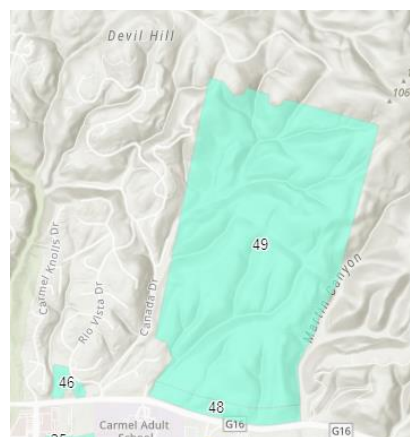
term development of the property and potential annexation of the site so Marina residents will have a voice in the development of the property.

4. **Alternative Site**-for the aforementioned reasons, the City of Marina urges the County to identify a less impactful and more sensible development site or sites to meet the County's housing obligation. One potential site is the parcel owned by the UC Regents that is close to the CSUMB campus (APN 031-101-018)³. If the County were to operate this parcel in conjunction with the UC Regents as a housing opportunity site within the City of Marina's limits, the County could use it to meet its RHNA allocation despite any local zoning standards that could otherwise obstruct or limit the development of affordable housing.⁴ The parcel is 46 acres and according to the County's Housing Element can accommodate up to 476 units.⁵



5. Removal of Carmel Site-Does Not Affirm Fair Housing.

A key mandate for the Sixth Cycle Housing Element is to implement AB 686 and to Affirmatively Affirm Fair Housing. A key tenet of implementing AB 686 is to take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.



³ Listed as Site 53 in the County Draft Housing Element: [General Plan Elements Updates | County of Monterey, CA](#)

⁴ See Government Code Section 53090, *Lawler v. City of Redding* (1992) 7 Cal.App.4th 778, 783; *Regents of the University of California v. City of Santa Monica* (1978) 77 Cal.App.3d 130, 138.

⁵ Site 53, See Table 7-5 (Opportunity Sites Inventory), County of Monterey Draft Housing Element.

Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all a public agency's activities and programs relating to housing and community development.⁶

Carmel, with an average home price of 2.1 million dollars is exactly the type of high resource community that HCD would like to see develop more housing to break up historically segregated housing patterns. In earlier versions of the County's draft Housing Element, Site 49, located in the Carmel Valley, was considered a housing opportunity site. The most recent version sent to State HCD shows Site 49 has been removed from the housing inventory. This site could have provided up to 1,012 units for the County to meet its RHNA goals⁷. Additionally, by removing site 49 from the County's Housing Element Inventory, the County of Monterey is taking actions directly contrary to the November 24, 2024 State HCD letter which mandates that the County implement Government Code 8890.50:

“address all components of Affirming Fair Housing (AFFH), including segregation and integration, racially/ethnically concentrated areas of poverty and affluence and disparities in access to opportunity and disproportionate housing needs, including displacement risk”⁸

6. Environmental Justice

SB 1000, a law that went into effect in 2018, mandates that general plans identify and describe disadvantaged communities within the local jurisdiction and include environmental justice policies (“EJ Policies”) addressing eight topics. (Gov. Code, § 65302, subd. (h).) These EJ Policies must aim to reduce pollution exposures, improve air quality, promote public facilities, increase food access, provide safe and sanitary homes, promote physical activity, promote civic engagement in the public decision-making process, and prioritize improvements and programs that address the needs of the disadvantaged communities. (Ibid.) California law defines environmental justice to include “deterrence, reduction, and elimination of pollution burdens for populations and communities experiencing the adverse effects of that pollution, so that the effects of the pollution are not disproportionately borne by those populations and communities” and “at a minimum, the meaningful consideration of recommendations from communities most impacted by pollution into environmental and land use decisions.” (Gov. Code § 65040.12(e)(2).)

The California Office of Environmental Health Hazard Assessment developed CalEnviroScreen, a methodology to identify communities disproportionately burdened by multiple sources of pollution. Residents in census tracts with high CalEnviroScreen scores (shown as percentages) are more burdened by pollution and are more vulnerable to related effects.

According to the City's adopted Housing Element, census tracts concentrated around the eastern portions of the Marina, had higher Cal Enviro scores than the rest of Marina and abutting census tracts.

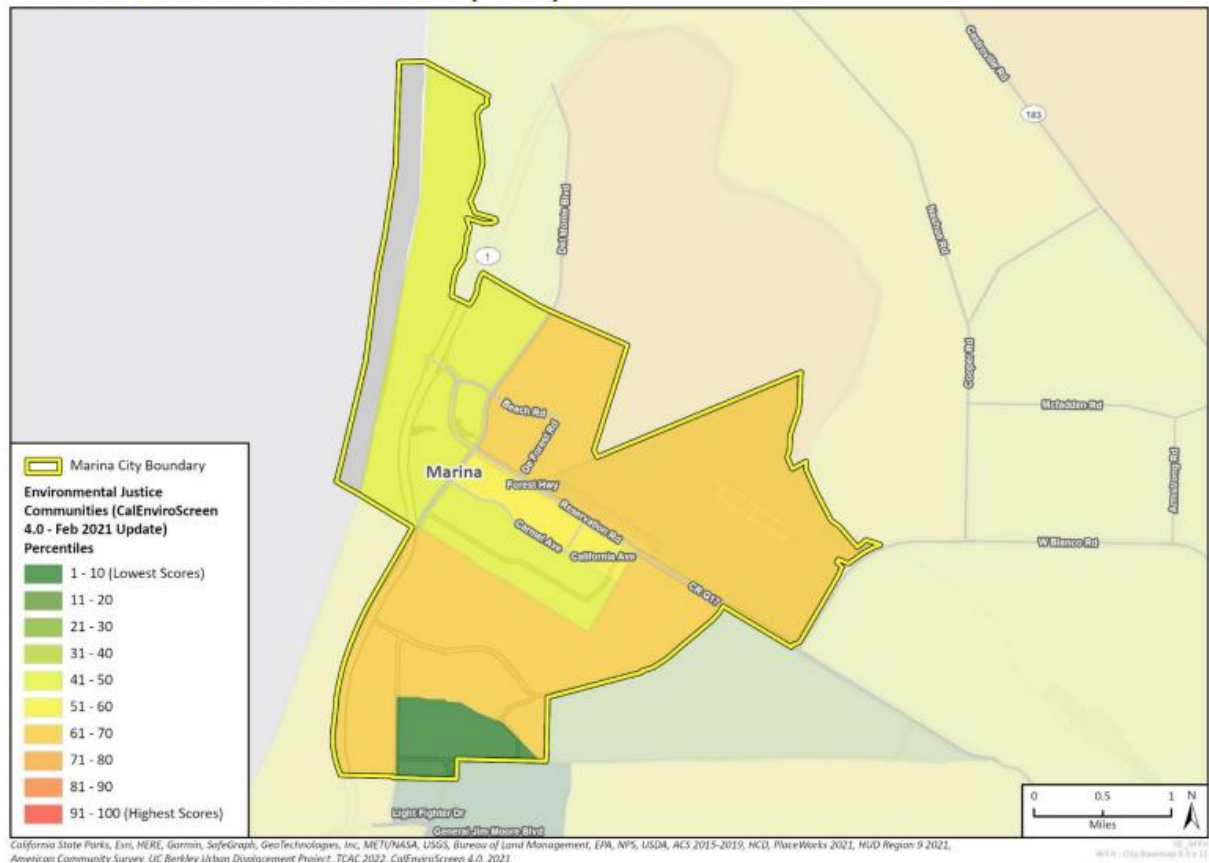
⁶ California Department of Housing and Community Development Affirmatively Furthering Fair Housing, April 2021, [Affirmatively Furthering Fair Housing](#)

⁷ <https://maps.co.monterey.ca.us/portal/apps/webappviewer/index.html?id=2f79227b3b1e4796898890e8dd32c00e>

⁸ California Department of Housing and Community Development (State HCD) letter on the Draft Sixth Cycle Monterey County Housing Element, dated, November 18, 2024.

By placing housing units near the Marina airport, the County is not meeting the requirements of Senate Bill 1000 (SB 1000).

Figure A-27 CalEnviroScreen 4.0 Percentile Scores (Marina)

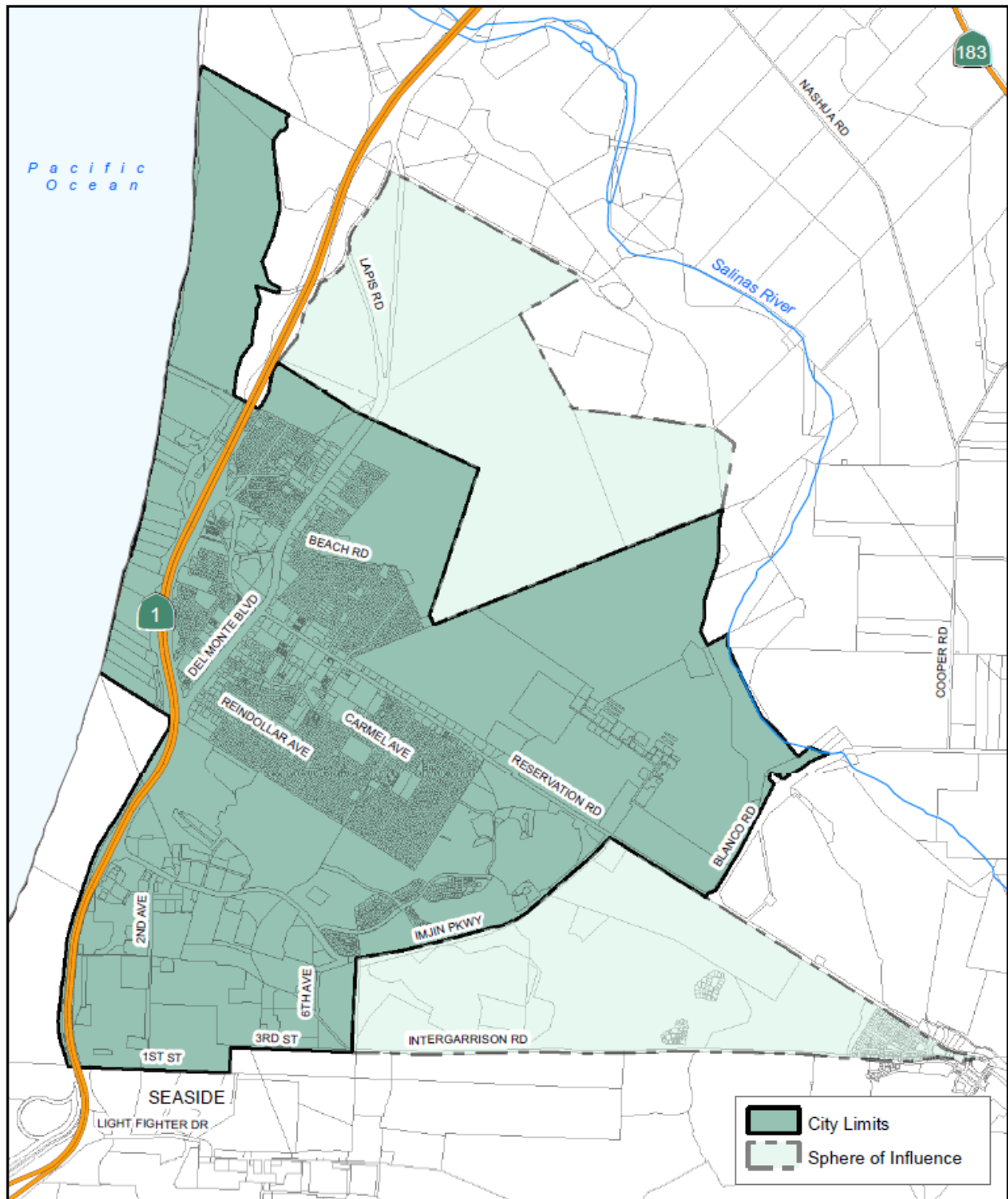


Once again, the City of Marina appreciate the opportunity to comment on the County’s Housing Element and wish you and your team success as you prepare this document. Please contact the Community Development Director, Guido F. Persicone at 831-884-1289 or by email at [gpsericone@cityofmarina.org](mailto:gpersicone@cityofmarina.org) if you have any questions.

Respectfully,

Bruce Delgado
Mayor, City of Marina

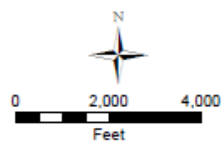
Copy: Wendy Askew, County of Monterey Board of Supervisors, District 4



LAFCO of Monterey County
LOCAL AGENCY FORMATION COMMISSION

P.O. Box 1369
Salinas, CA 99902
Telephone (831) 754-5838

132 W. Cabilan St., Suite 102
Salinas, CA 99901
FAX (831) 754-5831



CITIES

MARINA

Last LAFCO-Approved Change: 05/28/1985
Sphere of Influence Affirmed: 01/24/2011
Map Prepared: 12/14/2012

December 3, 2024

Agenda Item: **10m(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 17, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
APPROVING MAYOR'S 2025 RECOMMENDATION FOR MAYOR PRO
TEM AND CITY COUNCIL MEMBER ASSIGNMENTS TO VARIOUS
COMMITTEES /COMMISSIONS /BOARDS**

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2024-, approving Mayor's 2025 recommendation for Mayor Pro Tem and City Council member assignments to various Committees/Commissions/Boards.

BACKGROUND:

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

ANALYSIS:

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

FISCAL IMPACT:

None

CONCLUSION:

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

Respectfully submitted,

Anita Sharp
Deputy City Clerk
City of Marina

REVIEWED AND CONCUR

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING MAYOR’S 2025 RECOMMENDATION FOR MAYOR PRO
TEMPORE AND CITY COUNCIL MEMBER 2025 ASSIGNMENTS TO
COMMITTEE/COMMISSION/BOARD ASSIGNMENTS

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

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

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

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 17th day of December 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

CITY COUNCIL COMMISSION, COMMITTEE AND BOARD ASSIGNMENTS
For Period of January 1, 2025 – December 31, 2025

EXHIBIT A

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

CITY COUNCIL COMMISSION, COMMITTEE AND BOARD ASSIGNMENTS
For Period of January 1, 2025 – December 31, 2025

EXHIBIT A

JOINT POWERS AUTHORITIES

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

SPECIALLY CONSTRUCTED ORGANIZATIONS

- | | | | |
|----|--|-----------------|--------------------------|
| 1) | Monterey County Mayors Select Committee
And Mayors' Association
1 st Friday, 12 noon, Various Locations
Office of the Mayor
Monterey City Hall
Monterey, CA 93940
Ph: 646-3760; Fax: 646-3702 | No Compensation | Member: Bruce C. Delgado |
|----|--|-----------------|--------------------------|

CITY COUNCIL COMMISSION, COMMITTEE AND BOARD ASSIGNMENTS
For Period of January 1, 2025 – December 31, 2025

EXHIBIT A

- | | | | |
|----|--|-----------------|---|
| 2) | Transportation Agency of Monterey County (TAMC)
4 th Wednesday, 9 a.m. (December: 1 st Wednesday)
Salinas Community Center, 940 N Main St
Todd Muck, Executive Director
55-B Plaza Cr
Salinas, CA 93901-2902
Ph: 775-0903; Fax: 775-0897 | No Compensation | Member: Bruce C. Delgado
Alternate 1: Jennifer McAdams
Alternate 2: Liesbeth Visscher |
| 3) | Transportation Agency of Monterey County (TAMC)
Bicycle & Pedestrian Facilities Advisory Committee
55-B Plaza Cir, Salinas, CA 93901-2902
Ph: 647-7777
1 st Wednesday 6:00 – 8:00 PM | | Liesbeth Visscher
Alternate: TBD in January 2025
2-year term |
| 4) | Monterey County Convention & Visitors Bureau
3 rd Wednesday, 4:00 p.m., various locations
Wave Street
Monterey, CA 93940
Ph: 657-6400
Fax: 648-5373 | No Compensation | Member: Liesbeth Visscher
Alternate:
2-year term |

PARTICIPATION WITH OTHER AGENCIES

- | | | | |
|----|--|-----------------|--|
| 1) | Joint City/Marina Coast Water District
Coordination Committee
1 st Wednesday, 5 p.m., Marina City Hall Conference Room
Remleh Scherzinger, General Manager
11 Reservation Road
Marina, CA 93933
Ph: 384-6131; Fax: 384-2479
E-Mail: jheitzman@mcwd.org | No Compensation | Member: Kathy Biala
Member: Liesbeth Visscher
Alternate: Bruce Delgado |
| 2) | Access Monterey Peninsula (AMP)
3 rd Monday, 12:00 p.m.
Sarah Pierce, Executive Director
465 Tyler Street
Monterey, CA 93940
Ph: 333-1267; Fax: 333-0386
E-Mail: pierce@ampmedia.org | No Compensation | Member: Brian McCarthy |

CITY COUNCIL COMMISSION, COMMITTEE AND BOARD ASSIGNMENTS
For Period of January 1, 2025 – December 31, 2025

EXHIBIT A

LIAISON TO CITY COMMISSIONS & COMMITTEES

No Compensation

- | | | |
|----|--|-----------------------------------|
| 1) | Economic Development Commission (EDC)
3 rd Thursday, 4:00 p.m., Council Chambers | Council Member: Kathy Biala |
| 2) | Planning Commission (PC)
2 nd & 4 th Thursday, 6:30 p.m., Council Chambers | Council Member: Kathy Biala |
| 4) | Public Works Commission
3 rd Thursday, 6:30 p.m., Council Chambers | Council Member: Liesbeth Visscher |
| 5) | Recreation & Community Services Commission
1 st Wednesday, 6:15 p.m., Council Chambers | Council Member: Jennifer McAdams |

AMENDMENT APPROVED at a Regular Meeting of the City Council duly held on December 17, 2024

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 17, 2024

**CITY COUNCIL TO HAVE FOLLOW UP DISCUSSION REGARDING MEASURE
U RESULTS AND PROVIDE NEXT STEPS DIRECTION FOR (PLAN B) OPTIONS
AND ALTERNATIVES.**

REQUEST:

It is requested that the City Council:

1. Have a follow up discussion regarding Measure U results and provide next steps direction for (Plan B) options and alternatives.

DISCUSSION:

The City Council put a measure on the November 2024 ballot (Measure U) for a \$50 million-dollar General Obligation Bond to fund the construction of a new fire station, police station and other city facilities to replace aging and deteriorating buildings that were built for a much smaller population.

The current fire and police stations do not meet current earthquake safety standards, are in locations that provide inadequate response times, and are too small to accommodate the modern technology and life saving equipment needed to provide the high-level quality of public safety services needed by the community.

The other city facilities were installed nearly 50 years ago and were intended to be temporary, are not accessible for residents with disabilities, have mold, asbestos, leaky roofs are not earthquake safe and do not provide space to support needed local services.

While Measure U received an overwhelming majority of 60% voting in support of the measure, clearly showing that the community understands the needs for, wants the city to build and was willing to pay the additional cost on their property taxes to build these facilities, it did not reach the 66 2/3 percent threshold required under State law for General Obligation Bonds to pass.

It is requested that the discussion tonight provide direction on possible next steps that will help the city to develop a Plan B for options and alternatives to identify a path for these facilities to get built. The need for construction of these facilities gets greater every passing month, the cost will continue to increase, and the majority of our citizens provided direction that they wanted the facilities built. Some of the options to consider are:

- Identifying specific locations for the fire station, police station, and other city facilities including community center, city offices, and senior center.
- Phasing plan
- Development of other funding and financing alternatives including both existing funding reserves, new funding sources, loan options, and leveraging other community assets.
- Consideration of new ballot measure in the future either same size or smaller amount.

The city has received the attached proposal (**EXHIBIT A**) from Peter Le, Paul Manuel, and Mayor Delgado regarding the establishment of an Infrastructure Ad Hoc Committee for the City Council to also consider as an option.

Layne P. Long
City Manager
City of Marina

Infrastructure Ad Hoc Committee Proposal

December 2, 2024.

It is proposed by 2 members of the public (Peter Le -primary author, and Paul Manuel) and Mayor Delgado that the Marina City Council consider the establishment of an Infrastructure Ad Hoc Committee to make recommendations to the Council on the alternatives, financing, and construction of new public facilities such as new police station, a new fire station, a new community center, a new civic center, and a new council chamber or a combined facility. These recommendations would be included in a Community Plan for Necessary Public Service Buildings.

Marina residents would be invited to apply for membership of this new Infrastructure Ad Hoc Committee and all public would be encouraged to attend committee meetings. This new Infrastructure Ad hoc Committee would consist of two council members and five Marina residents.

The seven members of this Ad Hoc Committee are expected to spend between 10 hours and 20 hours a month attending meetings, gathering relevant information, and conducting interviews with community members and City staff.

This Ad Hoc Committee is expected to hold public meetings at least once a month, preferably on either a Saturday or Sunday at either the City Council chambers or at the Marina Library Community Room. The committee would need City staff (including City Attorney) and consultants' support in the form of data, information, and documents.

The committee is expected to brief the entire city council once a month (orally and/or written via the consent agenda) on its progress and may describe to the council any difficulties it faces and ask for the council's assistance where necessary.

This Ad Hoc Committee is expected to exist for 6 months with one potential extension of 3 months. Therefore, the Committee would cease at the end of 9 months. The committee would start in January 2025 and end no later than September 2025.

The Committee is expected to produce a final report to be submitted to the city council. The final report will summarize the work of the committee and list recommendations on steps to construct new public facilities such as a combination of City and bond revenues, possibly similar to Measure U.

Interested residents may contact city staff for more information. Applicants would be pre-screened and recommended by majority vote of the community during 2 January, 2025, community meetings and would be expected to attend a city council meeting to elaborate their interests in the committee and answer questions from the city council.

City council would appoint two of its members to the ad Hoc committee and 5 other members of the public after considering community members recommended by the community via the January 2025 community meeting process and opening up application from the general public for those not in attendance of previous meetings. Preference would be given to those in attendance of the January 2025 meetings.

It is assumed that any arguments in favor or against Measure U would be considered as topics about which +to seek additional information and to include as relevant information to be provided to the public in the future. Also, any ideas to fund necessary public buildings through grants, City funding, or bond revenues would be considered. Locations to build needed facilities and information needed to be gathered prior to any future ballot measure would also be part of the proposed tasks of this committee.

December 11, 2024

Item No. **13c**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 17, 2024

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-,
REVISING THE ADOPTED PROGRAMMING/DESIGN FOR PHASE I OF
DUNES CITY PARK - PROJECT NUMBER QLF 2017 - INCLUDING
CHANGING TENNIS COURTS TO INCLUDE PICKLEBALL COURTS
AND ADDING LIGHTING TO ALL OR PART OF THE PARK.**

REQUEST:

It is requested that the City Council adopt Resolution No. 2024-, project number QLF 2017, to revise the adopted programming/design for Phase I of Dunes City Park including:

1. Changing two tennis courts back to pickleball courts; and
2. Adding lighting to pickleball courts, multi-use court, fitness court, volleyball courts, and pathways.

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 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.

On April 9, 2019, City Council received a presentation and provided input on Dunes City Park concepts.

In the years since, the City has actively engaged the community and the City Council, through multiple community outreach events and Council meetings

On February 6, 2024, City Council approved an updated design for Option 2 (**EXHIBIT A**) with the following feedback:

Consider converting two tennis courts to one tennis court and two pickleball courts; and

Consider adding windscreen to tennis/pickleball courts.

In subsequent meetings, Council has asked staff if it is possible to blend or overlay pickleball courts on tennis courts.

On November 18, 2024, City Council directed staff to finalize the design of the Marina Aquatics & Sport Complex and to coordinate with concurrent Dunes City Park Project to ensure a cohesive design.

ANALYSIS:

The original design included four pickleball courts but was subsequently changed to two tennis courts. However, the Recreation & Cultural Services Commission, with input from the public, recommends eliminating tennis courts and replacing them with 6 to 8 pickleball courts.

Additionally, with direction to proceed with the Marina Aquatics & Sports Complex, which is directly adjacent to Dunes City Park, it is prudent for the City to consider potential updates to the park design to maximize the potential symbiotic relationship between the Marina Aquatics & Sports Complex and the park.

Both spaces are designed to be very active with multiple court sports, fitness stations, group exercise studios, and walking options available both indoor and outdoor. The Recreation & Cultural Services Commission, based on public input, recommends lighting specific program elements including pickleball courts, multi-use court, fitness court, volleyball court, and pathways, and extending park hours to provide extended access to these amenities and the park as a whole, especially in the winter months when the sun sets around 5pm. In order to be sensitive to neighbors and MIRA, Recreation & Cultural Services Commission recommends all lighting be designed to minimize light pollution and protect the night sky.

This relationship will benefit the Aquatics & Sports Complex by providing flexibility to move programming indoor or outdoor depending on need, demand, weather, etc. or expand programming by utilizing both indoor and outdoor spaces simultaneously.

Activating the park at night will also support the Aquatics & Sports Complex business model by driving more sales in the café.

FISCAL IMPACT:

No fiscal implications at this time.

The Dunes City Park Project is included in the Capital Improvement Program budget, QLP 2017. Prior year funding includes \$5.1 million. An additional developer contribution of \$4.678 million is expected to be transferred and accepted during a future City Council meeting for the award of the construction contract for the Dunes City Park Phase 1 project.

The preliminary estimate is \$9.5 million for the proposed phase 1 project.

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 direction.

Respectfully submitted,

Andrea M. Willer, Ed.D.
Recreation & Cultural Services Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
REVISING THE ADOPTED PROGRAMMING/DESIGN FOR PHASE I OF
DUNES CITY PARK – PROJECT NUMBER QLP 2017 – INCLUDING
CHANGING TENNIS COURTS TO INCLUDE PICKLEBALL COURTS AND
ADDING LIGHTING TO ALL OR PART OF THE PARK.

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, prepared parks concept plans for various City parks, including the Dunes City Park, that were presented to a joint Public Works Commission and Recreation & Cultural Services Commission on February 21, 2019; and

WHEREAS, in the years since, the City has actively engaged the community and City Council through multiple community outreach events, Commission meetings and City Council meetings; and

WHEREAS, the original design included four pickleball courts but was subsequently changed to two tennis courts and the Recreation & Cultural Services Commission, with input from the public, recommends eliminating tennis courts and replacing them with 6 to 8 pickleball courts; and

WHEREAS, on February 6, 2024, City Council approved an updated design for Dunes City Park **(EXHIBIT A)** with feedback to consider changing the configuration of tennis courts to include pickleball courts; and

WHEREAS, The Recreation & Cultural Services Commission, based on public input, recommends lighting specific program elements including pickleball courts, multi-use court, fitness court, volleyball court, and pathways, and extending park hours to provide extended access to these amenities and the park as a whole, especially in the winter months when the sun sets around 5pm. In order to be sensitive to neighbors and MIRA, Recreation & Cultural Services Commission recommends all lighting be designed to minimize light pollution and protect the night sky; and

WHEREAS, activating the park at night will benefit the Aquatics & Sports Complex operation; and

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

1. Changing two tennis courts to six to eight pickleball courts; and
2. Adding lighting to pickleball courts, multi-use courts, fitness court, volleyball court, and pathways.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 17th day of December 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

