



AGENDA

Wednesday, January 22, 2020

5:00 P.M. Closed Session

6:30 P.M. Open Session

REGULAR MEETING

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

Council Chambers
211 Hillcrest Avenue
Marina, California

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)**

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)

Lisa Berkley, Adam Urrutia, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado

3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (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) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*

- a. Conference with Legal Counsel, one case of existing litigation pursuant to paragraph (1) of subdivision (d) of CA Govt. Code Section 54956.9: (1) City of Marina and Marina Groundwater Sustainability Agency v. County of Monterey; Monterey County Board of Supervisors; County of Monterey Groundwater Sustainability Agency; California Department of Water Resources (DWR); and Director Karla Nemeth in her official capacity; Monterey County Superior Court Case No.19CV005270.
- b. Conference with Legal Counsel, anticipated litigation – initiation of litigation pursuant to paragraph (4) of subdivision (d) of CA Govt. Code Section 54956.9 – three potential cases.

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

4. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
5. SPECIAL PRESENTATIONS:
 - a. Commendations
 - i. Nancy Bruno, Police Officer
 - ii. Christopher Johnson, Police Officer
 - b. Recreation Announcements
6. SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR: *Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council's jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. 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.*
7. 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. 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 the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*
8. CONSENT AGENDA: *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. 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 the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*

a. ACCOUNTS PAYABLE:

- (1) Accounts Payable Check Numbers 94052-94243, totaling \$1,189,218.40
Successor Agency Accounts Payable Check Number 41 totaling \$3,287.50
Wire transfers from Checking and Payroll for November 2019 totaling \$752,669.19

b. MINUTES:

- (1) December 3, 2019, Regular City Council Meeting
- (2) December 17, 2019, Regular City Council Meeting
- (3) January 7, 2020, Special City Council Meeting
- (4) January 14, 2020, Special City Council Meeting

c. CLAIMS AGAINST THE CITY: None

d. AWARD OF BID: None

e. CALL FOR BIDS: None

f. ADOPTION OF RESOLUTIONS:

- (1) City Council consider adopting Resolution No. 2020-, accepting the Public Safety Building I.T. Server Room Improvements Project, and; authorizing filing of Notice of Completion with Monterey County Recorder's Office.
- (2) City Council consider authorizing the Mayor to sign a letter opposing SB50 (Weiner) Planning and Zoning, Housing Development Incentives Oppose Unless Amended.

g. APPROVAL OF AGREEMENTS

- (1) City Council consider adopting Resolution No. 2020-, approving an Amendment to the Lease Agreement between City of Marina and Joby Aero Inc for the building located at 741 Neeson Road (Building 527) at the Marina Municipal Airport; and; authorizing Finance Director to make necessary accounting and budgetary entries; and authorizing City Manager to execute Lease Agreement subject on behalf of the City, subject to final review and approval by City Attorney.
- (2) City Council consider adopting Resolution No. 2020-, approving a Lease Agreement between the City of Marina and Joby Aero Inc for the 20,500 square foot hanger space in the building located at 761 Neeson Road (Building 524) at the Marina Municipal Airport; and authorizing Finance Director to make necessary accounting and budgetary entries; and authorizing City Manager to execute Lease Agreement subject on behalf of the City, subject to final review and approval by City Attorney.
- (3) City Council consider adopting Resolution No. 2020- , approving a Conditional Airport Special Activity Permit for the Monterey Festival to be held at the Marina Municipal Airport coinciding with Monterey Car Week, and; authorize City Manager to execute said Permit and take all other actions in furtherance of the Permit on behalf of City, subject to final review, revision and approval by the City Manager and City Attorney.

- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
- i. MAPS: None
- j. REPORTS: (RECEIVE AND FILE):
 - (1) City Council receive and file Transportation Agency Monterey County Notice of Preparation for an Environmental Impact Report for the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy.
 - (2) Monterey-Salinas Transit January 13, 2020 Highlights
 - (3) City consider receiving Investment Reports for the City of Marina and City of Marina as Successor Agency to the Marina Redevelopment Agency for the quarter ended December 31, 2019.
- k. FUNDING & BUDGET MATTERS: None
- l. APPROVE ORDINANCES (WAIVE SECOND READING):
 - (1) City Council to waive read by title only and waive reading in full and to consider second reading and approval of Ordinance 2020-, adding Chapter 2.54 to the Municipal Code to be entitled "Campaign Finance."
- m. APPROVE APPOINTMENTS: None
- 9. PUBLIC HEARINGS: None
- 10. 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. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*
- 11. 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. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

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. City Council consider adopting Resolution No. 2020-, approving a Memorandum of Agreement between the City of Marina and the Fort Ord Reuse Authority (FORA), for project management for the hazardous material and building removal of the City of Marina's stockade and ancillary buildings; and authorizing City Manager to execute the Memorandum of Agreement on behalf of the City, subject to final review and approval by City Attorney.
- b. City Council consider adopting Resolution No. 2020-, approving City of Marina Records Retention Policy and Record Retention Schedule. ***Continued from December 3rd and 17th, 2019***
- 12. COUNCIL & STAFF INFORMATIONAL REPORTS:
 - a. Monterey County Mayor's Association [Mayor Bruce Delgado]
 - b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.

13. ADJOURNMENT:

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 6:30 p.m., Friday, January 17, 2020.

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.

Members of the public may receive the City Council, Airport Commission and Successor Agency of the Former Redevelopment Agency Agenda at a cost of \$55 per year or by providing a self-addressed, stamped envelope to the City Clerk. The Agenda is also available at no cost via email by notifying the City Clerk at marina@cityofmarina.org

*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 2020 Meetings of the City Council, Airport
Commission, Marina Abrams B Non-Profit Corporation, Preston
Park Sustainable Community Nonprofit Corporation, Successor
Agency of the Former Redevelopment Agency and Marina
Groundwater Sustainability Agency
Regular Meetings: 5:00 p.m. Closed Session;
6:30 p.m. Regular Open Sessions

Tuesday, February 4, 2020
***Wednesday**, February 19, 2020

Tuesday, July 7, 2020
 Tuesday, July 21, 2020

Tuesday, March 3, 2020
 Tuesday, March 17, 2020

**** Wednesday, August 5, 2020**
 Tuesday, August 20, 2020

Tuesday, April 7, 2020
 Tuesday, April 21, 2020

Tuesday, September 1, 2020
 Tuesday, September 15, 2020

Tuesday, May 5, 2020
 Tuesday, May 19, 2020

Tuesday, October 6, 2020
 Tuesday, October 20, 2020

Tuesday, June 2, 2020
 Tuesday, June 16, 2020

***** Wednesday, November 4, 2020**
 Tuesday, November 17, 2020

Tuesday, December 1, 2020
 Tuesday, December 15, 2020

* Regular Meeting rescheduled due to Monday Holiday

**Regular Meeting rescheduled due to National Night Out Event

*** Regular Meeting rescheduled due to General Election Day

NOTE: Regular Meeting dates may be rescheduled by City Council only.

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

Martin Luther King Jr. Birthday ----- Monday, January 20, 2020
 Presidents' Day ----- Monday, February 17, 2020
 Memorial Day ----- Monday, May 25, 2020
 Independence Day (City Offices Closed) ----- Friday, July 3, 2020
 Labor Day ----- Monday, September 7, 2020
 Veterans Day ----- Wednesday, November 11, 2020
 Thanksgiving Day ----- Thursday, November 26, 2020
 Thanksgiving Break ----- Friday, November 27, 2020
 Winter Break ----- Thursday, December 24, 2020-Thursday, December 31, 2020

2020 COMMISSION DATES

Upcoming 2020 Meetings of Design Review Board
3rd Wednesday of every month. Meetings are held at the Council Chambers at 6:30 P.M.
 ** = Change in location due to conflict with Council meeting

February 19, 2020
 March 18, 2020
 April 15, 2020

May 20, 2020
 June 17, 2020
 July 15, 2020
 August 19, 2020

September 16, 2020
 October 21, 2020
 November 18, 2020
 December 16, 2020

Upcoming 2020 Meetings of Economic Development Commission
3rd Thursday of every month. Meetings are held at the Council Chambers at 4:00 P.M.

February 20, 2020	May 21, 2020	September 17, 2020
March 19, 2020	June 18, 2020	October 15, 2020
April 16, 2020	July 16, 2020	November 19, 2020
	August 20, 2020	December 17, 2020 (Cancelled)

Upcoming 2020 Meetings of Planning Commission
2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

January 23, 2020	May 14, 2020	September 10, 2020
February 13, 2020	May 28, 2020	September 24, 2020
February 27, 2020	June 11, 2020	October 8, 2020
March 12, 2020	June 25, 2020	October 22, 2020
March 26, 2020	July 9, 2020	November 12, 2020
April 9, 2020	July 23, 2020	
April 23, 2020	August 13, 2020	December 10, 2020
	August 27, 2020	

Upcoming 2020 Meetings of Public Works Commission
3rd Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

February 20, 2020	May 21, 2020	September 17, 2020
March 19, 2020	June 18, 2020	October 15, 2020
April 16, 2020	July 16, 2020	November 19, 2020
	August 20, 2020	December 17, 2020 (Cancelled)

Upcoming 2020 Meetings of Recreation & Cultural Services Commission
1st Wednesday of every quarter month. Meetings are held at the Council Chambers at 6:30 P.M.

March 4, 2020	June 3, 2020	September 2, 2020	December 2, 2020
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Upcoming 2020 Meetings of Marina Tree Committee
2nd Wednesday of every quarter month as needed. Meetings are held at the Council Chambers at 6:30 P.M.

April 8, 2020	July 8, 2020	October 14, 2020
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AP Check Register 12-20-19

Bank Account: 905 - Chase - Checking

Batch Date: 12/20/2019

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	12/20/2019	94052	Accounts Payable	Ace Hardware		252.78
	Invoice		Date	Description		Amount
	072784		12/05/2019	Outlet box, locknut conduit & GFCI ST - VD Park Xmas		49.64
	072839		12/10/2019	Spray paint		10.90
	072838		12/10/2019	Bait roach & Fasteners - Annex		10.80
	072858		12/12/2019	Dual check volt & switch		37.11
	072862		12/12/2019	Switch Res Tog		34.96
	072859		12/12/2019	Battery - 9V		10.91
	072861		12/12/2019	Battery - 9V & stain remover		40.39
	072854		12/11/2019	Impact bit		19.65
	072777		12/05/2019	Drillbit & Fasteners - Unit 592		38.42
Check	12/20/2019	94053	Accounts Payable	Aero Industries, Inc.		791.68
	Invoice		Date	Description		Amount
	733545		01/24/2018	Tube assy & easy pull tarp - Unit 576		791.68
Check	12/20/2019	94054	Accounts Payable	American Planning Association		788.00
	Invoice		Date	Description		Amount
	040473-19106		10/28/2019	F. Aegerter Annual Dues - ID #040473		788.00
Check	12/20/2019	94055	Accounts Payable	ARC Document Solutions		291.81
	Invoice		Date	Description		Amount
	2236850		11/19/2019	ARC November Invoice		291.81
Check	12/20/2019	94056	Accounts Payable	AT & T		106.26
	Invoice		Date	Description		Amount
	000013957390		11/28/2019	Phone Service for Fire Alarm System_B524		41.35
	000013957391		11/28/2019	Phone Service for Fire Alarm System_B533		41.35
	000013957396		11/28/2019	Phone Service for AWOS		23.56
Check	12/20/2019	94057	Accounts Payable	Avaya, Inc.		352.85
	Invoice		Date	Description		Amount
	2734256527		12/04/2019	CW - Phone System		352.85
Check	12/20/2019	94058	Accounts Payable	BFS Landscape Architects		2,875.49

Marina, CA *LIVE*

AP Check Register 12-20-19

Bank Account: 905 - Chase - Checking
Batch Date: 12/20/2019

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	19059.01		11/25/2019	Marina Cemex (10/28/19 - 11/24/19)		2,875.49
	12/20/2019	94059	Accounts Payable	Cintas Corporation		460.91
	Invoice			Description		Amount
	630744288		10/18/2019	Mat Service City Hall		50.94
	630796004		12/13/2019	Mat Service City Hall		50.94
	630796003		12/13/2019	Mat Service-Police/Fire 12/13/19		72.26
	630744287		10/18/2019	Mat Service-Police/Fire 10/18/19		71.16
	630731523		10/04/2019	Mat Service-Police/Fire 10/4/19		71.16
	630711094		09/06/2019	Mat Service-Police/Fire 9/6/19		73.29
	630757235		11/01/2019	Mat Service-Police/Fire 11/1/19		71.16
	12/20/2019	94060	Accounts Payable	Commercial Environment Landscape		3,333.33
	Invoice			Description		Amount
Check	2796-1219		12/01/2019	Airport Landscape Services_Dec. 19		3,333.33
	12/20/2019	94061	Accounts Payable	Dave's Repair Service		175.00
	Invoice			Description		Amount
Check	30780		12/03/2019	Fuel alarm @ 87 annular in STP sump, flipped sensor, 1 reset it		175.00
	12/20/2019	94062	Accounts Payable	Della Mora Heating, Inc.		526.25
	Invoice			Description		Amount
Check	13202		12/09/2019	Service inspection - Community Center & Annez		526.25
	12/20/2019	94063	Accounts Payable	EMC Planning Group		21,962.45
	Invoice			Description		Amount
	19-460		10/31/2019	LCP Update Oct 2019		10,952.08
	19-510		11/30/2019	LCP Update - Nov 2019		11,010.37
Check	12/20/2019	94064	Accounts Payable	Farella Braun & Martel LLP		125,852.95
	Invoice			Description		Amount
Check	339883		11/18/2019	Professional Services - MPWSP - October 2019		125,852.95
	12/20/2019	94065	Accounts Payable	Ferguson Enterprise, Inc. # 1423		218.63
	Invoice			Description		Amount

Marina, CA *LIVE*

AP Check Register 12-20-19

Bank Account: 905 - Chase - Checking
Batch Date: 12/20/2019

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	8097590			Royal FV		218.63
	12/20/2019	94066	Accounts Payable	First Alarm		1,483.29
	Invoice		Date	Description		Amount
	512152		12/15/2019	Alarm Monitoring - 304 Hillcrest Ave - Jan-Mar 2020		610.32
	512077		12/15/2019	Alarm Monitoring - 211 Hillcrest Ave - Council Chambers Jan-Mar		112.53
	512078		12/15/2019	Alarm Monitoring - 209 Cypress Avenue - Jan-Mar 2020		125.28
	516279		12/15/2019	Alarm Monitoring - 209 Cypress Avenue - Jan-Mar 2020		187.80
Check	516281		12/15/2019	Fire Alarm Services_B510		108.36
	516282		12/15/2019	Fire Alarm Services_B527		339.00
	12/20/2019	94067	Accounts Payable	Gavilan Pest Control		1,302.00
	Invoice		Date	Description		Amount
	0127560		12/04/2019	Gavilan Pest Control - Comm Ctr		77.00
	0127295		12/31/2019	Airport Pest Control Services		1,150.00
	0127296		12/31/2019	Airport Pest Control Services_B504		75.00
Check	12/20/2019	94068	Accounts Payable	Graniterock/Pavex Construction		3,503.99
	Invoice		Date	Description		Amount
	1211959		12/07/2019	Granitepatch 50 sacks		835.76
	1212147		12/07/2019	Granitepatch 50 sacks		1,604.66
	1212185		12/07/2019	Granitepatch 50 sacks		835.76
	1212583		12/07/2019	Common Cement		227.81
	12/20/2019	94069	Accounts Payable	Green Rubber-Kennedy AG		304.48
Check	Invoice		Date	Description		Amount
	S-647710		12/03/2019	Tingley Btter Grade boot		122.86
	S-647589		12/02/2019	Tingley icon jacket - Nick		176.21
	S-647667		12/13/2019	Camlock gasket		5.41
	12/20/2019	94070	Accounts Payable	Hinderliter, de Llamas & Associates		1,812.50
	Invoice		Date	Description		Amount
	0032673-IN		12/11/2019	Professional Services - Cannabis Management Program		1,812.50
Check	12/20/2019	94071	Accounts Payable	Home Depot Credit Service		18.52
	Invoice		Date	Description		Amount

Marina, CA *LIVE*

AP Check Register 12-20-19

Bank Account: 905 - Chase - Checking
Batch Date: 12/20/2019

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12-10-19			Door seal		18.52
	12/20/2019	94072	Accounts Payable	Jeff Katz Architectural Corp.		28,749.75
	Invoice		Date	Description		Amount
	19363		10/31/2019	JKA Arch - Marina Sports Center		10,500.00
	19389		11/30/2019	JKA Arch - Marina Sports Center		10,500.00
Check	12/20/2019	94073	Accounts Payable	Johnson Associates		280.93
	Invoice		Date	Description		Amount
	432532		12/05/2019	LED mini light bar - Unit 592		280.93
	12/20/2019	94074	Accounts Payable	Keyser Marston Associates		11,780.00
	Invoice		Date	Description		Amount
Check	12/20/2019	94075	Accounts Payable	Kimley-Horn & Associates		12,800.00
	Invoice		Date	Description		Amount
	0034164		12/12/2019	Dunes Negotiations - November 2019		11,780.00
	12/20/2019	94076	Accounts Payable	CCIP R78 - TIA Dunes Update (07/01/19 - 07/31/19)		12,800.00
	Invoice		Date	Description		Amount
Check	12/20/2019	94077	Accounts Payable	KP Public Affairs, LLC		10,000.00
	Invoice		Date	Description		Amount
	39982		11/30/2019	Professional Services - MPWSP - November 2019		10,000.00
	12/20/2019	94078	Accounts Payable	Language Line, LLC		38.41
	Invoice		Date	Description		Amount
Check	12/20/2019	94078	Accounts Payable	Marina Coast Water District		47,999.93
	Invoice		Date	Description		Amount
	000056092.103119		10/31/2019	Water Service_B527		1,000.80
	000056051.103119		10/31/2019	Water Service_B533		230.95
	000056093.103119		10/31/2019	Water Service_B529		213.73
Check	12/20/2019	94079	Accounts Payable	Johnson Associates		280.93
	Invoice		Date	Description		Amount
	000056096.103119		10/31/2019	Water Service_B554		91.68
	000056097.103119		10/31/2019	Water Service_B507		394.22
	000057000.112919		11/29/2019	000057 000 - 3220 Imjin Road (11/01/19 - 11/29/19)		133.37

Marina, CA *LIVE*

AP Check Register 12-20-19

Bank Account: 905 - Chase - Checking
Batch Date: 12/20/2019

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	000056041	112919	11/29/2019	000056 041 - 3260 Imjin Rd, Fire Station 2 (11/01/19 - 11/29/19)		231.01
	000056043	112919	11/29/2019	000056 043 - 761 Imjin Rd, Hangar 524 (11/01/19 - 11/29/19)		141.63
	000056044	112919	11/29/2019	000056 044 - 781 Neeson Rd, Admin Off (11/01/19 - 11/29/19)		137.50
	000056049	112919	11/29/2019	000056 049 - Imjin Road University (11/01/19 - 11/29/19)		153.74
	11-25-2019		11/25/2019	WSA/Initial Planning - Airport/UCMBEST		43,300.00
	000056051	112919	11/29/2019	Water Service_B533		154.02
	000056092	112919	11/29/2019	Water Service_B527		984.28
	000056093	112919	11/29/2019	Water Service_B529		213.73
	0000560096	11291	11/29/2019	Water Service_B554		91.68
	000056097	112919	11/29/2019	Water Service_B507		394.22
	000056091	112919	11/29/2019	Water Billing/Training Center 11/1 thru 11/29/19		133.37
	12/20/2019	94079	Accounts Payable	Marina Grocery Outlet		1,180.22
	Invoice		Date	Description		Amount
	10-02-19 sc		10/02/2019	Senior Center Purchases - October 2019		33.52
	10-03-19 sc		10/03/2019	Senior Center Purchases - October 2019		50.88
	10-08-19 sc		10/08/2019	Senior Center Purchases - October 2019		8.38
	10-10-19 sc		10/10/2019	Senior Center Purchases - October 2019		142.11
	10-17-19 sc		10/17/2019	Senior Center Purchases - October 2019		184.56
	10-22-19 sc		10/22/2019	Senior Center Purchases - October 2019		43.68
	10-25-19 sc		10/25/2019	Senior Center Purchases - October 2019		86.38
	10-29-19 sc		10/29/2019	Senior Center Purchases - October 2019		89.04
	10-30-19 sc		10/30/2019	Senior Center Purchases - October 2019		178.49
	10-24-19 yc		10/24/2019	Youth Center Purchases - October 2019		62.42
	10-11-19 yc		10/11/2019	Youth Center Purchases - October 2019		78.97
	10-04-19 tc		10/04/2019	Teen Center Purchases - October 2019		49.80
	10-04-19 con		10/04/2019	Concession Purchases - October 2019		25.14
	10-06-19 tc		10/06/2019	Teen Center Purchases - October 2019		121.26
	10-24-19 tc		10/24/2019	Teen Center Purchases - October 2019		25.59
Check	12/20/2019	94080	Accounts Payable	Marina Plumbing		202.46
	Invoice		Date	Description		Amount
	49130		12/03/2019	Plumbing repair - PS Bldg		202.46
Check	12/20/2019	94081	Accounts Payable	Microsoft		2,494.37
	Invoice		Date	Description		Amount

AP Check Register 12-20-19

Bank Account: 905 - Chase - Checking

Batch Date: 12/20/2019

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check						
				Citywide MS Office 365 - December 2019		1,251.87
				Citywide MS Office 365 - December 2019		780.00
				Citywide MS Office 365 - December 2019		462.50
Check	12/20/2019	94082	Accounts Payable	MNS Engineering, Inc.		4,863.75
				Description		Amount
	73886	11/22/2019		Del Monte Blvd & Patton Pkwy Ext Proj (10/01/19 - 10/31/19)		4,863.75
	12/20/2019	94083	Accounts Payable	Monterey Auto Supply		2,674.48
Check				Description		Amount
	680607	11/18/2019		Veh - Maint Parts & Supply - Unit 612		38.06
	680899	11/19/2019		Veh - Maint Parts & Supply - Unit Motorcraft		237.58
	680990	11/19/2019		Veh - Maint Parts & Supply - Unit 612		82.41
	681119	11/20/2019		Veh - Maint Parts & Supply - Unit 606		29.35
	681257	11/20/2019		Veh - Maint Parts & Supply - Unit 361		27.60
	684221	12/02/2019		Veh - Maint Parts & Supply - Unit 5462		355.41
	683977	12/02/2019		Veh - Maint Parts & Supply - Unit 612		318.99
	684767	12/04/2019		Veh - Maint Parts & Supply - Unit 612		1,413.14
	684780	12/04/2019		Veh - Maint Parts & Supply - Unit 612		543.74
	681276	11/20/2019		Veh - Maint Parts & Supply - Unit 612		21.84
	682445	11/25/2019		Veh - Maint Parts & Supply - Unit 882		5.39
	686164	12/09/2019		Veh - Maint Parts & Supply - Credit Memo		(353.79)
	680487	11/18/2019		Veh - Maint Parts & Supply - Credit Memo		(24.19)
	671062	10/16/2019		Veh - Maint Parts & Supply - Credit Memo		(4.88)
	661605	09/13/2019		Veh - Maint Parts & Supply - Credit Memo		(16.17)
	12/20/2019	94084	Accounts Payable	Monterey County - Emergency Communications		30,671.72
Check				Description		Amount
	12-05-19	12/05/2019		FY2019/2020 Q1 & Q2 NGEN O&M 12/5/19		30,671.72
	12/20/2019	94085	Accounts Payable	Monterey County Clerk		18.00
				Description		Amount
Check	19-64590	11/19/2019		Transfer Tax Report Fees		4.00
	19-56023	10/10/2019		Transfer Tax Report Fees		6.00
	19-56047	10/10/2019		Transfer Tax Report Fees		4.00

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AP Check Register 12-20-19

Bank Account: 905 - Chase - Checking
Batch Date: 12/20/2019

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	19-67279			Transfer Tax Report Fees		4.00
	12/20/2019	94086	Accounts Payable	Monterey County Herald		846.34
	Invoice		Date	Description		Amount
Check	0006421803			Public Hearing Notice - District Base Election		480.98
	0006427557			Public Hearing Notice - Housing Element		365.36
	12/20/2019	94087	Accounts Payable	Monterey One Water		1,069.88
	Invoice		Date	Description		Amount
	13-000148_110119		11/30/2019	Sewer Service_B520		26.50
	13-000145_110119		11/30/2019	Sewer Service_B514		26.50
	13-000149_110119		11/30/2019	Sewer Service_B521		15.90
	13-000153_110119		11/30/2019	Sewer Service_B529		15.90
	13-000166_110119		11/30/2019	Sewer Service_B533		106.00
	13-000158_110119		11/30/2019	Sewer Service_B535		26.50
	13-000159_110119		11/30/2019	Sewer Service_B524		121.90
	13-000318_113019		11/30/2019	13-000318 - 4th Ave & DX Dr (11/01/19 - 12/31/19)		159.00
	13-000143_113019		11/30/2019	13-000143 - 3220 Imjin Rd (11/01/19 - 12/31/19)		15.90
	12-003245_113019		11/30/2019	12-003245 - 0 Cardoza Ave-Abdy Way (11/01/19 - 12/31/19)		26.50
	12-001708_113019		11/30/2019	12-001708 - 304 Hillcrest Ave (11/01/19 - 12/31/19)		26.50
Check	12-003451_113019		11/30/2019	12-003451 - 0 Seaside Ave & Reservation Rd (11/01/19 - 11/30/19)		26.50
	12-000192_113019		11/30/2019	12-000192 - 3200 Del Monte Blvd (11/01/19 - 11/30/19)		26.50
	12-001627_113019		11/30/2019	12-001627 - 211 Hillcrest Ave 12-000192 - 3200 Del Monte Blvd (11/01/19 - 11/30/19)		106.00
	12-003949_113019		11/30/2019	12-003949 - 209 Cypress Ave #032311033 (11/01/19 - 12/31/19)		53.00
	2020-00001436		12/13/2019	12-000009 - 208 Palm Ave (11/01/19 - 12/31/19)		115.88
	13-000315_113019		11/30/2019	13-000315 - 100 12th St 2861 (11/01/19 - 12/31/19)		159.00
	13-000152_110119		11/30/2019	Sewer Service_B527		15.90
	12/20/2019	94088	Accounts Payable	Monterey Regional Waste Management District		6,156.04
	Invoice		Date	Description		Amount
	10-31-19		10/31/2019	Citywide -Dump Fees		4,432.62
Check	11-30-19		11/30/2019	Citywide -Dump Fees		1,723.42
	12/20/2019	94089	Accounts Payable	Monterey Tire Service		811.69
	Invoice		Date	Description		Amount

AP Check Register 12-20-19

Bank Account: 905 - Chase - Checking

Batch Date: 12/20/2019

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	1-92470		12/04/2019	Parts tire chalk & Goodyear eagle- Unit 899		330.61
	1-92584		12/11/2019	Goodyear eagle - Unit897		481.08
	12/20/2019	94090	Accounts Payable	My Chevrolet		138.71
	Invoice		Date	Description		Amount
Check	109294CVR		12/13/2019	Cap - Unit 899		13.36
	109156CVR		12/12/2019	Pad kit - Unit 612		125.35
	12/20/2019	94091	Accounts Payable	New Image Landscape Co.		2,060.00
	Invoice		Date	Description		Amount
Check	112814		07/31/2019	Landscaping		2,060.00
	12/20/2019	94092	Accounts Payable	NFOCUS Software		1,023.25
	Invoice		Date	Description		Amount
Check	15710		12/22/2019	renewal		1,023.25
	12/20/2019	94093	Accounts Payable	Office Depot		454.43
	Invoice		Date	Description		Amount
Check	412421012-001		12/06/2019	Office Supplies		293.84
	415076932-001		12/12/2019	Office Supplies		50.05
	416627977-001		12/17/2019	Office Supplies		110.54
Check	12/20/2019	94094	Accounts Payable	Office Depot		9.34
	Invoice		Date	Description		Amount
Check	405316719003		11/26/2019	Index canary		9.34
	12/20/2019	94095	Accounts Payable	Peninsula Welding & Medical Supply		12.90
	Invoice		Date	Description		Amount
Check	193890		12/13/2019	Non-liquid cylinders		12.90
	12/20/2019	94096	Accounts Payable	Pinnacle Healthcare		735.00
	Invoice		Date	Description		Amount
Check	155920		11/22/2019	Pinnacle Healthcare - Pre Emp Px		735.00
	12/20/2019	94097	Accounts Payable	Pitney Bowes		1,215.48
	Invoice		Date	Description		Amount
	3103565422		11/29/2019	Postage Meter Lease Payment		1,215.48

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Bank Account: 905 - Chase - Checking
Batch Date: 12/20/2019

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/20/2019	94098	Accounts Payable	Regal Pacific Aviation Equipment Inc.		3,037.02
	Invoice		Date	Description		Amount
	22630		05/31/2019	Replacement Airfield Windssocks + Fuel Farm Supplies		621.91
	22648		06/11/2019	Fuel Farm Annual Replacement Filters		2,327.60
	22672		06/20/2019	Fuel Farm Supplies_Drier Tubes		87.51
Check	12/20/2019	94099	Accounts Payable	Rincon Consultants, Inc.		556.25
	Invoice		Date	Description		Amount
	16899		11/20/2019	DVSP EIR - Aug-Oct 2019		556.25
Check	12/20/2019	94100	Accounts Payable	Robert R. Wellington		16,576.00
	Invoice		Date	Description		Amount
	25034		12/12/2019	Retainer - November 2019		1,800.00
	25037		12/12/2019	Misc Litigation Matters - September 2019		27.00
	25038		12/12/2019	MPWSP - September 2019		430.00
	25040		12/12/2019	Public Records Act Request - September 2019		54.00
	25032		12/12/2019	Fort Ord Reuse Matters - September 2019		86.00
	25031		12/12/2019	Election Matters - September 2019		68.00
	25030		12/12/2019	Code Enforcement Matters - September 2019		369.00
	25027		12/12/2019	Abrams B - September 2019		405.00
	25029		12/12/2019	Cal Am Matters - September 2019		723.00
	25033		12/12/2019	FORA Litigation - September 2019		860.00
	25035		12/12/2019	Groundwater Sustainability Agency - September 2019		888.00
	25036		12/12/2019	Land Use & Operations - September 2019		4,340.00
	25041		12/12/2019	Recreation Matters - September 2019		450.00
	25042		12/12/2019	The Dunes - September 2019		2,493.00
	25043		12/12/2019	Voting Rights Act - September 2019		3,547.00
	25028		12/12/2019	Marina Municipal Airport Matters_September 2019		36.00
Check	12/20/2019	94101	Accounts Payable	Ryan Ranch Printers		789.66
	Invoice		Date	Description		Amount
	21464		12/11/2019	Business Cards/Ford 12/11/19		49.16
	21446		12/09/2019	72 hr. Detention/Prebooking Forms 12/9/19		740.50
Check	12/20/2019	94102	Accounts Payable	Stordok		50.00
	Invoice		Date	Description		Amount

Marina, CA *LIVE*

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Bank Account: 905 - Chase - Checking
Batch Date: 12/20/2019

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	53542506		10/24/2019	Document Shredding Services - City Hall		50.00
	12/20/2019	94103	Accounts Payable	T J K M		3,135.00
	Invoice		Date	Description		Amount
Check	0048938		09/30/2019	Engineering & Speed/Traffic Surv (On-Call) (09/01/19-09/30/19)		3,135.00
	12/20/2019	94104	Accounts Payable	U.S. Bank Equipment Finance		236.12
	Invoice		Date	Description		Amount
Check	401022884		11/27/2019	CDD Copier Lease Payment - December 2019 & Late Fee		236.12
	12/20/2019	94105	Accounts Payable	Verde Design, Inc.		13,750.50
	Invoice		Date	Description		Amount
Check	12-09-19		12/09/2019	Verde Design: CCIP 1805 - CW Center Parks (10/26/19 - 11/25/19)		1,462.50
	10-02-19		10/02/2019	Verde Design: CCIP 1805 - CW Center Parks (08/26/19 - 09/25/19)		5,676.75
	11-01-19		11/01/2019	Verde Design: CCIP 1805 - CW Center Parks (09/26/19 - 10/25/19)		6,611.25
	12/20/2019	94106	Accounts Payable	Wellman Advertising & Design		2,700.00
	Invoice		Date	Description		Amount
Check	11-11-19		11/11/2019	Mailer Final Payment		2,700.00
	12/20/2019	94107	Accounts Payable	WRA, Inc.		4,517.75
	Invoice		Date	Description		Amount
Check	28263 - 37614		10/31/2019	Professional Services - Cal Am Project - October 2019		4,517.75
	12/20/2019	94108	Accounts Payable	Marina Employees Association		150.00
	Invoice		Date	Description		Amount
Check	12-13-19		12/13/2019	24 - MEA Dues		150.00
	12/20/2019	94109	Accounts Payable	Marina Professional Fire Fighters Association		220.00
	Invoice		Date	Description		Amount
EFT	12-13-19		12/13/2019	35 - MPFFA Dues		220.00
	12/20/2019	525	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	3,040.00
	Invoice		Date	Description		Amount
EFT	19-26		12/20/2019	Services 12-10/12-16-19		3,040.00
	12/20/2019	526	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	250.00
	Invoice		Date	Description		Amount

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AP Check Register 12-20-19

Bank Account: 905 - Chase - Checking
Batch Date: 12/20/2019

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
	12-13-19		12/13/2019	23 - MPOA Dues		250.00
EFT	12/20/2019	527	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,350.00
	Invoice			Description		Amount
	12-13-19		12/13/2019	25 - POA Dues		1,350.00
905 Chase - Checking Totals:						\$385,058.55
Checks:						\$380,418.55
EFTs:						\$4,640.00

Transactions: 61

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Bank Account: 905 - Chase - Checking

Batch Date: 01/10/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	01/10/2020	94110	Accounts Payable	Ace Hardware		32.75
	Invoice		Date	Description		Amount
	072970		12/21/2019	Broom and trash bags		32.75
Check	01/10/2020	94111	Accounts Payable	Ace Hardware		83.26
	Invoice		Date	Description		Amount
	072910		12/17/2019	Precision Screw driver		27.30
	072950		12/20/2019	Fasteners		10.44
	073069		01/06/2020	Fasteners & chain proof		15.55
	073075		01/06/2020	Fasteners		18.31
	072935		12/19/2019	Couple 1"		0.75
	072959		12/20/2019	Bulb flourence - Annex		10.91
Check	01/10/2020	94112	Accounts Payable	ASCAP		363.00
	Invoice		Date	Description		Amount
	100005426874		12/20/2019	Citywide Music Licensing - 2020		363.00
Check	01/10/2020	94113	Accounts Payable	AT & T		625.15
	Invoice		Date	Description		Amount
	12-13-19		12/13/2019	AT&T 831-582-9957		205.97
	12-14-19		12/14/2019	AT&T Billing/Alarm, EOC & PEBST Equipment Citywide 12/14/19		419.18
Check	01/10/2020	94114	Accounts Payable	AT & T		1,358.94
	Invoice		Date	Description		Amount
	000014050263		12/15/2019	CALNET3-9391023483 (884-0986)		21.38
	000014050270		12/15/2019	CALNET3-9391023491 (884-9654)		82.38
	000014050265		12/15/2019	CALNET3-9391023486 (884-9153)		21.38
	000014050269		12/15/2019	CALNET3-9391023490 (884-9568)		36.60
	000014050293		12/15/2019	CALNET3-9391023435 (237-267-6922)		181.54
	000014026394		12/13/2019	CALNET3-9391023436 (239-461-6578)		69.53
	000014050262		12/15/2019	CALNET3-9391023482 (884-0985)		21.38
	000014050264		12/15/2019	CALNET3-9391023485 (884-2573)		21.38
	000014050259		12/15/2019	CALNET3-9391023479 (883-0919)		21.38
	000014050266		12/15/2019	CALNET3-9391023487 (884-9497)		21.38

Marina, CA *LIVE*

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Bank Account: 905 - Chase - Checking

Batch Date: 01/10/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	000014026431		12/13/2019	AT&T Billing/Radio Repeater 11/13 thru 12/12/19		164.69
	000014050258		12/15/2019	AT&T Billing/Southfield Office 11/15 thru 12/14/19		41.11
	000014097551		12/27/2019	CALNET3-9391023477 (582-9803)		21.38
	000014097550		12/27/2019	CALNET3-9391023476 (582-9611)		21.38
	000014097545		12/27/2019	CALNET3-9391023471 (582-0100)		45.39
	000014097547		12/27/2019	CALNET3-9391023473 (582-2398)		21.38
	000014097549		12/27/2019	CALNET3-9391023475 (582-9032)		21.38
	000014099236		12/28/2019	CALNET3-9391023440 (384-0860)		21.40
	000014099253		12/28/2019	CALNET3-9391023457 (384-5140)		19.72
	000014099235		12/28/2019	CALNET3-9391023439 (384-0552)		21.38
	000014099268		12/28/2019	CALNET3--9391023470 (384-9682)		19.72
	000014099233		12/28/2019	CALNET3-9391023437 (384-0425)		19.81
	000014099261		12/28/2019	CALNET3-9391023463 (384-7854)		21.38
	000014099248		12/28/2019	CALNET3-9391023452 (384-3717)		19.72
	000014099267		12/28/2019	CALNET3-9391023469 (384-9337)		21.38
	000014099264		12/28/2019	CALNET3-9391023466 (384-8477)		41.11
	000014099244		12/28/2019	CALNET3-9391023448 (384-2934)		21.38
	000014099265		12/28/2019	CALNET3-9391023467 (384-8760)		19.72
	000014099238		12/28/2019	CALNET3-9391023442 (384-1702)		21.38
	000014099260		12/28/2019	CALNET3-9391023462 (384-7547)		24.00
	000014099237		12/28/2019	CALNET3-9391023441 (384-0888)		61.93
	000014099259		12/28/2019	CALNET3-9391023461 (384-7238)		21.38
	000014099266		12/28/2019	CALNET3-9391023468 (384-9148)		21.45
	000014099245		12/28/2019	Phone Service for AWOS		23.44
	000014099240		12/28/2019	Phone Service for Fire Alarm System_B533		41.11
	000014099239		12/28/2019	Phone Service for Fire Alarm System_B524		41.11
	000014099252		12/28/2019	AT&T Billing/384-4719 11/28 thru 12/27/19		21.38
	01/10/2020	94115	Accounts Payable	Bay Area Polygraph		300.00
	Invoice		Date	Description		Amount
	949		12/18/2019	Polygraph/G.Rose 12/18/19		300.00
Check	01/10/2020	94116	Accounts Payable	Branch's Janitorial		2,235.00
	Invoice		Date	Description		Amount
	227860		12/19/2019	Janitorial Service-Police/Fire/Airport December 2019		2,235.00

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Bank Account: 905 - Chase - Checking
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/10/2020	94117	Accounts Payable	Carmel Fire Protection Associates		800.00
	Invoice		Date	Description		Amount
	119466		12/05/2019	Plan review and inspection at 120 GS #C - CPAP Services		200.00
	119473		12/14/2019	Plan registration and inspection - 493 McKinley Drive		200.00
	119472		12/14/2019	Plan registration and inspection - 491 McKinley Drive		200.00
	119471		12/14/2019	Plan registration and inspection - 489 McKinley Drive		200.00
Check	01/10/2020	94118	Accounts Payable	Petty Cash		1,998.61
	Invoice		Date	Description		Amount
	12-18-19		12/19/2019	Petty Cash		1,998.61
Check	01/10/2020	94119	Accounts Payable	Code Publishing Inc.		229.50
	Invoice		Date	Description		Amount
	65572		12/17/2019	MMC Web Update 2019-02		229.50
Check	01/10/2020	94120	Accounts Payable	Comcast		69.05
	Invoice		Date	Description		Amount
	12-26-19		12/26/2019	Cable Service-Police/Fire 1/4 thru 2/3/2020		69.05
Check	01/10/2020	94121	Accounts Payable	Commercial Environment Landscape		3,333.33
	Invoice		Date	Description		Amount
	2796-0120		01/01/2020	Airport Landscape Services_Jan. 20		3,333.33
Check	01/10/2020	94122	Accounts Payable	CSC of Salinas		31.68
	Invoice		Date	Description		Amount
	000723928		12/18/2019	12 volt solenoid curved based		31.68
Check	01/10/2020	94123	Accounts Payable	CSG Consultants		427.50
	Invoice		Date	Description		Amount
	28334		12/16/2019	Inspections by James Diaz and Eric Rodewald		427.50
Check	01/10/2020	94124	Accounts Payable	Della Mora Heating, Inc.		1,021.83
	Invoice		Date	Description		Amount
	133119		12/23/2019	Seal the top of pan - Community Ctr		379.33
	13254		12/31/2019	Check HVAC Roof - PS Bldg		642.50
Check	01/10/2020	94125	Accounts Payable	Directv		5.00

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Bank Account: 905 - Chase - Checking
Batch Date: 01/10/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Date	Description	Amount
Check	37028889255	12/26/2019	TV Service for Pilot's Lounge			5.00
	01/10/2020	94126	Accounts Payable	Enterprise Rent-A-Car - EAN Services, LLC		176.24
	Invoice			Date	Description	Amount
Check	23492023	12/31/2019	Rent-a-Car/Whittaker 12/1 thru 12/4/19			176.24
	01/10/2020	94127	Accounts Payable	Epic Aviation		19,610.36
	Invoice			Date	Description	Amount
Check	7276966	12/12/2019	Airport_JET A Fuel Purchase			19,610.36
	01/10/2020	94128	Accounts Payable	FedEx		43.38
	Invoice			Date	Description	Amount
Check	6-874-05510	12/20/2019	Shipment to FAA			43.38
	01/10/2020	94129	Accounts Payable	First Alarm		318.27
	Invoice			Date	Description	Amount
Check	516280	12/15/2019	Fire & Burglar Alarm Svc - Corp Yard (01/01/20 - 03/31/20)			318.27
	01/10/2020	94130	Accounts Payable	Gavilan Pest Control		260.00
	Invoice			Date	Description	Amount
Check	0127561	12/13/2019	Pest Control Svc @ Shoemaker & Locke Paddon Pond			80.00
	0127633	12/13/2019	Pest Control Svc - Preston Park Sports Field			180.00
	Invoice			Date	Description	Amount
Check	01/10/2020	94131	Accounts Payable	Geo.H. Wilson, Inc.		326.35
	1813631	12/31/2019	Maintenance for Boiler_B514 Fire Station			326.35
	Invoice			Date	Description	Amount
Check	01/10/2020	94132	Accounts Payable	Goldfarb & Lipman		11,269.10
	133850	12/19/2019	General File - November 2019			572.00
	Invoice			Date	Description	Amount
Check	133851	12/19/2019	The Dunes - November 2019			2,158.00
	133852	12/19/2019	Affordable Housing - November 2019			2,028.00
	Invoice			Date	Description	Amount
Check	133853	12/19/2019	Marina/FORA Litigation - November 2019			1,716.20
	133363	11/19/2019	General File - October 2019			1,664.00
	Invoice			Date	Description	Amount
Check	133364	11/19/2019	The Dunes - October 2019			2,948.90

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	133365			Affordable Housing - October 2019		182.00
	01/10/2020	94133	Accounts Payable	Government Finance Officers Association		225.00
Check	0253603			Membership/Frost		Amount
	01/10/2020	94134	Accounts Payable	H&P Publications		225.00
Check	2819			Website Maintenance Contract - Jan-Dec 2020		Amount
	01/10/2020	94135	Accounts Payable	Hinderliter, de Llamas & Associates		960.00
Check	0032485-IN			Sales Tax / 4th Quarter & Audit Serv.		Amount
	0032740-IN			Sales Tax Audit Serv., Q II 19		1,734.43
Check	01/10/2020	94136	Accounts Payable	Home Depot Credit Service		Amount
	12-18-19			Clean gutter sealant		1,686.27
Check	01/10/2020	94137	Accounts Payable	J & M Aircraft Supply, Inc.		48.16
	40293			Airfield Lighting Supplies - bulbs		23.71
Check	01/10/2020	94138	Accounts Payable	Lexis Nexis Risk Solutions		Amount
	20191231			Data Retrieval Service/Investigations 12/1 thru 12/31/19		1,478.09
Check	01/10/2020	94139	Accounts Payable	Mandell Municipal Counseling		Amount
	12-05-19			Professional Services - Campaign Finance Ordinance		150.00
Check	01/10/2020	94140	Accounts Payable	Marina Coast Water District		58.00
	000056094 122019			000056 094 2660 5th Ave (11/23/19 - 12/20/19)		Amount
	012016000 122019			012016 000 - 199 Paddon Pl Locke Paddon (11/23/19 - 12/20/19)		393.25
	000056028 122019			000056 028 - ROW Calif Ave and Jerry (11/23/19 - 12/20/19)		42.44
	000056040 122019			000056 040 - Center Median Hilo Ave (11/23/19 - 12/20/19)		169.14
						24.24

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Batch Date: 01/10/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		000056006	122019	000056 006 - 188 Seaside Circle (11/23/19 - 12/20/19)		32.69
		000056061	122019	000056 061 - Seaside Ct. & Reservation Rd (11/23/19 - 12/20/19)		63.55
		000056090	122019	000056 090 - Locke Padd Park (11/23/19 - 12/20/19)		53.80
		000056042	122019	000056 042 - 3040 Lake Dr. - Animal Shelter (11/23/19 - 12/20/19)		113.75
		000056005	121319	000056 005 - Calif and Patton (11/16/19 - 12/13/19)		79.14
		000056027	121319	000056 027 - Center Median & ROW Calif Ave(11/16/19 - 12/13/19)		42.44
		000056007	121319	000056 007 - Calif Ave Landscape (11/16/19 - 12/13/19)		79.14
		000056025	121319	000056 025 - 327 Reind- LA Sports Comp (11/16/19 - 12/13/19)		68.55
		000056084	120619	000056 084 - Ctr Median 3172 Cres- Shlr (11/09/19 - 12/06/19)		24.24
		000056011	120619	000056 011 - Tate Park 3254 Del Monte (11/09/19 - 12/06/19)		2,589.04
		000056087	120619	000056 087 - Center Median 3218 Cresc (11/09/19 - 12/06/19)		24.24
		000056030	120619	000056 030 - Center Med. Reserv- Rama Inn(11/09/19 - 12/06/19)		32.69
		000056085	120619	000056 085 - Center Median 3192 Cres Ave. (11/09/19 - 12/06/19)		24.24
		000056035	120619	000056 035 - Cardoza/Reser Rd.-Tate Park (11/09/19 - 12/06/19)		1,957.99
		000056008	120619	000056 008 - Reservation Rd & Del Monte (11/09/19 - 12/06/19)		24.24
		000056015	120619	000056 015 - Cypress Cove II (11/09/19 - 12/06/19)		53.80
		000056086	120619	000056 086 - Center Median 3208 Cresc (11/09/19 - 12/06/19)		24.24
		000056014	120619	000056 014 - VD Park 3200 Del Monte Blvd (11/09/19 - 12/06/19)		1,542.71
		000056032	120619	000056 032 - CrescAve & Costa Mont Bay Est (11/09/19 - 12/06/19)		53.80
		000056034	120619	000056 034 - 3240 DeForest - WH Park (11/09/19 - 12/06/19)		512.00
		000056036	123119	000056 036 - Center Median 2nd Ave (11/30/19 - 12/31/19)		165.72
		000056037	123119	000056 037 - 2nd Avenue Irrigation (11/30/19 - 12/31/19)		149.61
		000056095	123119	000056 095 - 2nd Ave Median (11/30/19 - 12/31/19)		279.35
		000056045	122019	000056 045 - 3100 Preston Park Irrig (11/23/19 - 12/20/19)		2,699.39
		000056046	122019	000056 046 - 3100 Preston Park Bldg (11/23/19 - 12/20/19)		133.37
Check	01/10/2020	94141	Accounts Payable	Maynard Group Inc.		919.88
	Invoice		Date	Description	Amount	
	P253208		01/01/2020	Platinum Service Maintenance Coverage 1/1/2020	919.88	
Check	01/10/2020	94142	Accounts Payable	Monterey Bay Systems		1,558.95
	Invoice		Date	Description	Amount	
	376373		12/16/2019	CDD Copier Maintenance and Overage	1,558.95	
Check	01/10/2020	94143	Accounts Payable	Monterey County Agricultural Commissioner		163.30

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
Check	12-18-19			2020 Permit for Fuel Farm Dispensers		163.30
	01/10/2020	94144	Accounts Payable	Natividad Medical Center		62.00
	Invoice			Description		Amount
Check	12-20-19			Blood Alcohol Results November 2019		62.00
	01/10/2020	94145	Accounts Payable	Office Depot		212.07
	Invoice			Description		Amount
Check	415226685-001			Office Depot		212.07
	01/10/2020	94146	Accounts Payable	Office Depot		100.64
	Invoice			Description		Amount
Check	2365438635			Keyboard/Chairmat-investigations 12/10/19		100.64
	01/10/2020	94147	Accounts Payable	Office Depot		220.61
	Invoice			Description		Amount
Check	415261781001			Ink cart, sharpies & binder clips - Veh		181.92
	415261780001			Wall calendars - Corp Yard		32.86
	415261782001			Deskpad		5.83
Check	01/10/2020	94148	Accounts Payable	Pacific Gas & Electric		28,748.32
	Invoice			Description		Amount
	148-6.DEC19			PG&E - 5593414148-6		198.73
	582-7.DEC19			PG&E - 8161432582-7		158.39
	943-2.DEC19			PG&E - 6150212943-2		71.73
	851-0.DEC19			PG&E - 3440977851-0		160.44
	353-7.DEC19			PG&E - 9930567353-7		69.57
	608-2.DEC19			PG&E - 7383993608-2		524.34
	767-2.DEC19			PG&E Billing/Training Center 11/9 thru 12/10/19		55.51
	085-2.DEC19			PG&E - 5434906085-2		99.19
	720-0.DEC19			PG&E - 0167505720-0		948.75
	562-0.DEC19			PG&E - 4758891562-0		937.48
	202-3.DEC19			PG&E - 6594070202-3		94.29
	311-8.DEC19			PG&E - 6513132311-8		9.53
	535-3.DEC19			PG&E - 6161832535-3		232.32

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	827-8.DEC19		12/19/2019	PG&E - 0423929827-8		104.85
	210-0.DEC19		12/18/2019	PG&E - 3242976210-0		146.48
	683-2.DEC19		12/24/2019	PG&E 6217294683-2		1,388.07
	272-1.DEC19		12/24/2019	PG&E - 2862559272-1		50.03
	172-2.DEC19		12/24/2019	PG&E - 5618207172-2		596.08
	795-7.DEC19		12/27/2019	PG&E - 4467294795-7		310.51
	362-9.DEC19		12/26/2019	PG&E - 5996678362-9		113.09
	533-8.DEC19		12/24/2019	PG&E - 2253666533-8		116.54
	483-6.DEC19		12/12/2019	PG&E - 3982644483-6		11,273.81
	098-7.DEC19		12/16/2019	Utilities_B524		1,405.05
	103-6.DEC19		12/16/2019	Utilities_B507		6,634.51
	347-0.DEC19		12/16/2019	Utilities_B519		278.38
	288-5.DEC19		12/16/2019	Utilities_B520 & B529		1,122.10
	415-6.DEC19		12/16/2019	Utilities_B504		52.42
	451-7.DEC19		12/16/2019	Utilities_B554		173.17
	694-1.DEC19		12/16/2019	Utilities_B533		1,422.96
	01/10/2020	94149	Accounts Payable	Peninsula Messenger LLC		468.00
	Invoice		Date	Description		Amount
	190124		12/31/2019	Daily Deposit pick-up/Dec19		148.00
	190157		12/31/2019	Courier Service/Records 12/31/19		320.00
Check	01/10/2020	94150	Accounts Payable	Pure H2O		114.69
	Invoice		Date	Description		Amount
Check	12032		01/01/2020	Water Cooler Service-Police/Fire		114.69
	01/10/2020	94151	Accounts Payable	Quill Corporation		650.67
	Invoice		Date	Description		Amount
Check	3329549		12/12/2019	Office Supplies/Records 12/12/19		650.67
	01/10/2020	94152	Accounts Payable	Robert R. Wellington		180.00
	Invoice		Date	Description		Amount
Check	25039		12/12/2019	Police Personnel Matters - September 2019		180.00
	01/10/2020	94153	Accounts Payable	Salinas Valley Pro Squad		1,536.32
	Invoice		Date	Description		Amount

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Bank Account: 905 - Chase - Checking
Batch Date: 01/10/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	303344		11/04/2019	Police Uniforms and Equipment		28.00
	303641		11/18/2019	Police Uniforms and Equipment		875.35
	303804		11/25/2019	Police Uniforms and Equipment		218.38
	303557		11/27/2019	Police Uniforms and Equipment		26.93
	300413		07/05/2019	Police Uniforms and Equipment		114.66
	299488		08/01/2019	Police Uniforms and Equipment		238.06
	301195		08/06/2019	Police Uniforms and Equipment		34.94
	01/10/2020	94154	Accounts Payable	Sentry Alarm Systems of America, Inc.		150.00
	Invoice		Date	Description		Amount
	96424		11/29/2019	Alarm Maintenance/Patrol 11/29/19		150.00
Check	01/10/2020	94155	Accounts Payable	Shred-it USA		68.58
	Invoice		Date	Description		Amount
Check	8128784342		12/15/2019	Shredding Service/Records 12/15/19		68.58
	01/10/2020	94156	Accounts Payable	Sierra Springs & Alhambra		140.97
	Invoice		Date	Description		Amount
Check	7266038 122719		12/27/2019	City Hall Water Cooler Rental and Replacement Water		60.99
	14225799 121319		12/13/2019	Annex - Sierra Spring - Water Svc		79.98
	01/10/2020	94157	Accounts Payable	SpeakWrite		460.58
	Invoice		Date	Description		Amount
Check	606b7Ide		01/01/2020	Transcription Service/Patrol December 2019		460.58
	01/10/2020	94158	Accounts Payable	Tartaglia Engineering		15,138.95
	Invoice		Date	Description		Amount
	01ETBCONST		12/13/2019	Extend Taxiway B Construction - FAA Grant Project		15,138.95
Check	01/10/2020	94159	Accounts Payable	Taygeta Scientific, Inc.		2,000.00
	Invoice		Date	Description		Amount
	000423-R-0013		01/01/2020	Network Defense/Jan20		2,000.00
	01/10/2020	94160	Accounts Payable	TechRx Technology Services		11,135.50
Check	Invoice		Date	Description		Amount
	8269		01/01/2020	IT Support - December 2019		10,200.00
	8266		12/19/2019	Microsoft Support Request		499.00

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	8240		01/01/2020	Ninite Monthly Subscription - January 2020		112.50
	8235		01/01/2020	Veeam Virtual Backup Monthly Subscription - January 2020		324.00
	01/10/2020	94161	Accounts Payable	Toshiba Financial Services		447.19
	Invoice		Date	Description		Amount
Check	403456528		12/27/2019	Copier Maintenance/Records 12/27/19		447.19
	01/10/2020	94162	Accounts Payable	Trace Analytics, Inc.		426.23
	Invoice		Date	Description		Amount
Check	19-23441		12/26/2019	Routine Analysis with Ambient, Sampling Media		426.23
	01/10/2020	94163	Accounts Payable	U.S. Bank Equipment Finance		579.66
	Invoice		Date	Description		Amount
Check	403365752		12/27/2019	CDD Copier Lease Payment - January 2020		236.12
	403063746		12/24/2019	City Hall Copier Lease Payment - January 2020		343.54
	01/10/2020	94164	Accounts Payable	United Parcel Service		17.14
	Invoice		Date	Description		Amount
Check	00008Y4481509		12/14/2019	Shipping charges		17.14
	01/10/2020	94165	Accounts Payable	United Site Services		673.91
	Invoice		Date	Description		Amount
Check	114-9534311		11/30/2019	Toilet Rentals - Gablian Crew		458.88
	114-9561722		12/09/2019	Toilet Rentals - Corner Beach Rd - De Forest		215.03
	01/10/2020	94166	Accounts Payable	Valley Saw & Garden Equipment		151.73
	Invoice		Date	Description		Amount
Check	216995		12/18/2019	Stihl autocut head, trimmer line prem & replacement blade		151.73
	01/10/2020	94167	Accounts Payable	Vapor Cleaners, Inc.		47.96
	Invoice		Date	Description		Amount
Check	12-010126		12/03/2019	Dryclean turnouts for J. Alvarenga		28.92
	12-010129		12/03/2019	Dry Clean Turnouts for J. Alvarenga		19.04
	01/10/2020	94168	Accounts Payable	Veritiv Operating Company		891.48
	Invoice		Date	Description		Amount
	035-32551860		12/16/2019	20-Cases of Copy Paper		891.48

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/10/2020	94169	Accounts Payable	Verizon Wireless		917.45
	Invoice		Date	Description		Amount
	9843906482		12/10/2019	Monthly Verizon Bill-308174766		405.38
	9845004262		12/25/2019	FD Mobile Charges - Nov 26 - Dec 25, 2019		304.88
	9844456830		12/18/2019	Cell Phone Service/Anderson 11/19 thru 12/18/19		38.01
	9844517786		12/18/2019	Cell Phone Service/Nieto 11/19 thru 12/18/19		38.01
	9844528254		12/18/2019	Cell Phone Service/Patrol 11/19 thru 12/18/19		131.17
Check	01/10/2020	94170	Accounts Payable	Veronica Tam & Associates		6,035.00
	Invoice		Date	Description		Amount
	2563		12/18/2019	Housing Element Update - November 2019		6,035.00
Check	01/10/2020	94171	Accounts Payable	Xerox Financial Services		239.26
	Invoice		Date	Description		Amount
	1914547		12/28/2019	FD Monthly Copier Charges - 12/17/19 - 01/16/2020		239.26
Check	01/10/2020	94172	Accounts Payable	Zoom Imaging Solutions		217.06
	Invoice		Date	Description		Amount
	2176429		12/26/2019	MeterRead/Maintenance-Patrol 12/26/19		217.06
Check	01/10/2020	94173	Accounts Payable	Zustan K-9 Services		250.00
	Invoice		Date	Description		Amount
	263217		12/23/2019	K-9 Training & Development December 2019		250.00
Check	01/10/2020	94174	Accounts Payable	Marina Employees Association		150.00
	Invoice		Date	Description		Amount
	12-27-19		12/27/2019	24 - MEA Dues		150.00
Check	01/10/2020	94175	Accounts Payable	Marina Professional Fire Fighters Association		220.00
	Invoice		Date	Description		Amount
	12-27-19		12/27/2019	35 - MPFFA Dues		220.00
Check	01/10/2020	94176	Accounts Payable	Vision Service Plan		1,893.23
	Invoice		Date	Description		Amount
	12-01-19		12/01/2019	103 - Vision EE*		1,745.73
	12-01-19.		12/01/2019	VSP Adjustment (12/2019)		147.50

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Bank Account: 905 - Chase - Checking

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905 Chase - Checking Totals:

Checks:	67	\$138,187.66
EFTs:	3	\$2,360.00

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Batch Date: 01/17/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	01/17/2020	94177	Accounts Payable	Ace Hardware		65.52
	Invoice		Date	Description		Amount
	073107		01/08/2020	Carbon Monoxide Detectors for Public Safety Bldg.		65.52
Check	01/17/2020	94178	Accounts Payable	Ace Hardware		9.82
	Invoice		Date	Description		Amount
	072830		12/10/2019	tape		9.82
Check	01/17/2020	94179	Accounts Payable	Ace Hardware		108.09
	Invoice		Date	Description		Amount
	073088		01/07/2020	Fasteners		17.21
	073081		01/07/2020	Marking Paint		22.91
	073115		01/09/2020	Sortmaster organizer		14.19
	073114		01/09/2020	Scraper bent 3" thread - Streets; paint stencil		21.83
	072314		10/24/2019	Glue cove latex, trowl 1/8" v-notch red & PL putty knife		14.83
	072921		12/18/2019	Primer/cement handy pk & couple 1"		9.48
	073146		01/13/2020	FML aerator		7.64
Check	01/17/2020	94180	Accounts Payable	American Supply Co.		2,408.53
	Invoice		Date	Description		Amount
	0145946		12/27/2019	CW Cleaning Supplies		2,080.23
	2872762		12/17/2019	Airport Janitorial Supplies		328.30
Check	01/17/2020	94181	Accounts Payable	Andersen's Lock & Safe, LLC		439.78
	Invoice		Date	Description		Amount
	38913		12/17/2019	teen center lock		439.78
Check	01/17/2020	94182	Accounts Payable	Aramark Uniform Service		271.98
	Invoice		Date	Description		Amount
	760612980		01/08/2020	Uniform Service - Public Works Crew		86.72
	760612981		01/08/2020	Uniform Service - Public Works Crew		63.40
	760612982		01/08/2020	Uniform Service - Public Works Crew		41.32
	760612983		01/08/2020	Uniform Service - Public Works Crew		80.54
Check	01/17/2020	94183	Accounts Payable	ARC Document Solutions		287.68

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
Check	2252780		12/19/2019	Arc Dec 2019 Invoice		287.68
	01/17/2020	94184	Accounts Payable	AT & T		169.12
	Invoice			Description		Amount
Check	01-01-20		01/01/2020	AT&T Billing/Airport 1/1 thru 1/31/20		18.54
	12-27-19		12/27/2019	AT&T Billing/U-Verse (Phone System Backup) 12/27/19		150.58
	01/17/2020	94185	Accounts Payable	Avaya, Inc.		352.85
	Invoice			Description		Amount
Check	2734267812		01/04/2020	CW - Phone System		352.85
	01/17/2020	94186	Accounts Payable	Branch's Janitorial		2,684.47
	Invoice			Description		Amount
Check	227858		12/19/2019	Custodial Services for December 2019		2,059.47
	227865		01/05/2019	community center floor painting		625.00
	01/17/2020	94187	Accounts Payable	Carmel Fire Protection Associates		800.00
	Invoice			Description		Amount
Check	120007		01/05/2020	Plan review and inspection at Joby Aviation - 3200 Imjin Road		200.00
	120004		01/04/2020	Plan review and inspection at Jin Cho DDS TI - 130 Gen Stillwell		200.00
	120006		01/05/2020	Plan review and inspection at Joby Lamination Room - 741 Neeson		200.00
Check	120005		01/05/2020	Plan review and inspection at Joby Foundation Pit		200.00
	01/17/2020	94188	Accounts Payable	Carmel Roasters, Inc.		146.40
	Invoice			Description		Amount
Check	58184		12/20/2019	FD Coffee		146.40
	01/17/2020	94189	Accounts Payable	Cintas Corporation		122.10
	Invoice			Description		Amount
Check	630819979		01/10/2020	Mat Service City Hall		50.94
	630819978		01/10/2020	Mat Service-Police/Fire 1/10/20		71.16
	01/17/2020	94190	Accounts Payable	Anita Coley Heath		1,450.00
	Invoice			Description		Amount
	897		01/10/2020	PS POST Background Investigation/G.Rose 1/10/20		1,450.00

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AP Check Register 01-17-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 01/17/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/17/2020	94191	Accounts Payable	Consolidated Electrical Distributors, Inc.		234.29
	Invoice		Date	Description		Amount
	4914-580498		01/09/2020	24VDC univ & wht ul - Unit 612		234.29
Check	01/17/2020	94192	Accounts Payable	CSG Consultants		105,460.00
	Invoice		Date	Description		Amount
	25047		06/12/2019	CSG Eng - Locke Paddon CFD (04/27/19 - 05/31/19)		155.00
	24070		04/12/2019	CSG Eng: Permits/Development (02/23/19 - 03/29/19)		8,540.00
	26779		09/13/2019	Code Enforcement 7/27-8/30 2019		4,147.50
	28307		12/16/2019	Code Enforcement through 11/29/2019		4,095.00
	B191468		12/02/2019	Plan Review Services 11/1-11/30 2019		1,365.00
	28256		12/16/2019	Building Services through 11/29/19		11,392.50
	28118		12/10/2019	CSG Eng: APR 1801 Annual Sts Resurfacing (10/28/19 - 11/29/19)		30,947.50
	28119		12/10/2019	CSG Eng: R46B Imjin Pkwy (10/28/19 - 11/29/19)		4,160.00
	28120		12/10/2019	CIP Eng: (#100) Admin Engineering (10/28/19 - 11/29/19)		160.00
	28122		12/10/2019	CSG-R34B Eng 8th St Imprv (#701) (10/28/19 - 11/29/19)		680.00
	28123		12/10/2019	CSG Eng: R5 2nd Ave Ext (#713) (10/28/19 - 11/29/19)		2,740.00
	28124		12/10/2019	CSG Eng: Permits/Development (10/28/19 - 11/29/19)		6,500.00
	28125		12/10/2019	CSG Eng: Staff Augmentation (10/28/19 - 11/29/19)		3,760.00
	28126		12/10/2019	CSG Eng: RWQCB (10/28/19 - 11/29/19)		1,280.00
	28127		12/10/2019	CSG Eng: MCWD (10/28/19 - 11/29/19)		1,780.00
	28128		12/10/2019	FORA - Eng Service (10/28/19 - 11/29/19)		320.00
	28129		12/10/2019	CSG ENG: APF 1802 PS Bldg IT Server Room (10/28/19 - 11/29/19)		1,280.00
	28132		12/10/2019	CSG Eng: TAMC (10/28/19 - 11/29/19)		640.00
	28134		12/10/2019	CSG Eng: FAE Svc -DU3 - 1C Phase 3 (10/28/19 - 11/29/19)		500.00
	28136		12/10/2019	CSG Eng: FAE - DU2 - 1C Dunes Phas 2 (10/28/19 - 11/29/19)		3,375.00
	28137		12/10/2019	CSG Eng: SH5 Sea Haven - Plan Ck (10/28/19 - 11/29/19)		3,957.50
	28138		12/10/2019	CSG Eng: SH3 Sea Haven - Plan Ck (10/28/19 - 11/29/19)		5,900.00
	28135		12/10/2019	CSG Eng: FAE CHISPA/Junsay Oaks (10/28/19 - 11/29/19)		632.50
	28133		12/10/2019	CSG Eng: SH2 Sea Haven-Inspection (10/28/19 - 11/29/19)		1,500.00
	28139		12/10/2019	CSG Eng: Permits/Development (10/28/19 - 11/29/19)		562.50
	28238		12/13/2019	CSG Eng: Permits/Development (10/28/19 - 11/29/19)		4,250.00
	28121		12/10/2019	CSG ENG: T122C HWY1 Imjin (#727) (10/28/19 - 11/29/19)		360.00
	28131		12/10/2019	CSG Eng: Marina Airport Restaurant Proj (10/28/19 - 11/29/19)		480.00
Check	01/17/2020	94193	Accounts Payable	D & H Pool Table and Jukebox Services		1,100.00

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	368749	12/19/2019		pool table upkeep		550.00
	368750	12/19/2019		pool table upkeep		550.00
	01/17/2020	94194	Accounts Payable	Dave's Repair Service		235.00
Check	Invoice			Description		Amount
	30944	12/23/2019		Fuel Inspections		150.00
	30856	12/12/2019		Monthly Site Inspections		85.00
	01/17/2020	94195	Accounts Payable	Della Mora Heating, Inc.		24,088.75
Check	Invoice			Description		Amount
	12589-1	11/19/2019		Public Safety IT Server Rm AC Unit		21,303.75
	13255	12/24/2019		Install (2) new control board kit - Annex		1,775.00
	13118	12/16/2019		Relocate thermostats - Annex		1,010.00
Check	Invoice			Description		Amount
	01/17/2020	94196	Accounts Payable	Diablo Engineering Group		30,019.53
	1802	12/01/2019		2nd Ave Extension & Patton Pkwy (R5) (09/23/19 - 11/26/19)		21,909.40
	1816	01/03/2020		2nd Ave Extension & Patton Pkwy (R5) (12/02/19 - 01/03/20)		8,110.13
Check	Invoice			Description		Amount
	01/17/2020	94197	Accounts Payable	El Rancho Market		323.74
	761338	12/20/2019		food for senior bingo		152.60
	761331	12/16/2019		food for teen center		171.14
Check	Invoice			Description		Amount
	01/17/2020	94198	Accounts Payable	Farella Braun & Martel LLP		109,186.78
	341499	12/31/2019		Professional Services - MPWSP - November 2019		109,186.78
	01/17/2020	94199	Accounts Payable	FedEx		43.33
Check	Invoice			Description		Amount
	6-882-03689	12/27/2019		Shipping to Coastal Commission - LCP Grant		43.33
	01/17/2020	94200	Accounts Payable	First Alarm		119.16
	512618	12/15/2019		Monitoring services at station 2 - 01/01/20 to 03/31/20		119.16

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/17/2020	94201	Accounts Payable	George T. Powell		2,400.00
	Invoice		Date	Description		Amount
	12012019		12/01/2019	Parking Rental Fee-Police/Fire 12/1/19		1,200.00
	01072020		01/01/2020	Parking Rental Fee-Police/Fire 1/1/20		1,200.00
Check	01/17/2020	94202	Accounts Payable	Graniterock/Pavex Construction		40,305.63
	Invoice		Date	Description		Amount
	1213298		12/14/2019	Granite Patch 50 - Reservation Rd		3,209.32
	1214595		12/21/2019	Fast set concrete		17.81
	12-01-19		12/01/2019	Extend Taxiway B Construction_Contractor Progress Pmt. No. 1		37,078.50
Check	01/17/2020	94203	Accounts Payable	Green Willow Group LLC		600.00
	Invoice		Date	Description		Amount
	01-01-20		01/01/2020	KipTraq annual subscription with 50% discount		600.00
Check	01/17/2020	94204	Accounts Payable	Home Depot Credit Service		56.30
	Invoice		Date	Description		Amount
	01-06-20		01/06/2020	Ultra anchor - Tate Park Mural		27.28
	01-09-20		01/09/2020	Bldg & Grnd - material & supply		29.02
Check	01/17/2020	94205	Accounts Payable	Janice Griffin		960.00
	Invoice		Date	Description		Amount
	12-13-19		12/13/2019	Sp Events - youth dance		330.00
	12-20-19		12/20/2019	Sp Events - youth event		430.00
	12-22-19		12/22/2019	Sp Events - winter fest		200.00
Check	01/17/2020	94206	Accounts Payable	Kelly-Moore Paint Co.,Inc		201.24
	Invoice		Date	Description		Amount
	802-00000720899		01/09/2020	Glass bead - type 1		201.24
Check	01/17/2020	94207	Accounts Payable	L.N. Curtis & Sons		196,337.69
	Invoice		Date	Description		Amount
	INV343689		12/12/2019	Fire Service SCBA with facepieces, cylinders & etc.		180,797.83
	INV344805		12/17/2019	Fit Test System		11,192.66
	INV330627		10/25/2019	SCBA Fill Station Adapter		2,152.23
	INV331416		10/29/2019	SCBA Adapter		322.29

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	INV347013		12/24/2019	SP500 5GAL Smoke Chaser Pump with tank		229.33
	INV345001		12/17/2019	QCS310 Test Kit		549.34
	INV349926		01/06/2020	Upgrade Kit Maxpiston valve, seat removal tool		542.63
	INV350705		01/08/2020	Oxygen Sensor and Calibration Gas Cylinder		551.38
Check	01/17/2020	94208	Accounts Payable	Labor Law Compliance Center		215.64
	Invoice		Date	Description		Amount
Check	1153007		12/17/2019	Federal & State Compliance Posters		215.64
	01/17/2020	94209	Accounts Payable	Language Line, LLC		21.49
	Invoice		Date	Description		Amount
Check	4712184		12/31/2019	Translation Service/Patrol 12/31/19		21.49
	01/17/2020	94210	Accounts Payable	LC Action		260.99
	Invoice		Date	Description		Amount
	405577		01/02/2020	Gold Tone Bars (15/Patrol) 1/2/19		260.99
Check	01/17/2020	94211	Accounts Payable	League of California Cities-Monterey Bay Division		150.00
	Invoice		Date	Description		Amount
Check	8256		01/06/2020	Membership Dues for Monterey Bay Division 2020		150.00
	01/17/2020	94212	Accounts Payable	Liebert Cassidy Whitmore		3,902.50
	Invoice		Date	Description		Amount
	1489676		11/30/2019	Case #MA130-00001		1,287.00
Check	1489677		11/30/2019	Claim # MA130-00034		2,615.50
	01/17/2020	94213	Accounts Payable	Marina Coast Water District		2,529.56
	Invoice		Date	Description		Amount
	014874000	123119	12/31/2019	Water Billing/Southfield Office 11/30 thru 12/31/19		160.37
	000057000	123119	12/31/2019	000057 000 - 3220 Imjin Road (11/30/19 - 12/31/19)		148.71
	000056041	123119	12/31/2019	000056 041 - 3260 Imjin Rd, Fire Station 2 (11/30/19 - 12/31/19)		253.45
	000056043	123119	12/31/2019	000056 043 - 761 Imjin Rd, Hangar 524 (11/30/19 - 12/31/19)		154.27
	000056044	123119	12/31/2019	000056 044 - 781 Neeson Rd, Admin Off (11/30/19 - 12/31/19)		152.84
	000056022	121319	12/13/2019	000056 022 - Ctr Med & Row Del Monte (11/16/19 - 12/13/19)		32.69
	000056024	121319	12/13/2019	000056 024 Ctr Med Del Mnt Blvd & Palm Ave (11/16/19 - 12/13/19)		79.14
	000056020	121319	12/13/2019	000056 020 - 304 Hillcrest Ave, Teen Ctr (11/16/19 - 12/13/19)		101.97

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	000056021	121319	12/13/2019	000056 021 - Ctr Med Res Rd-Post Off (11/16/19 - 12/13/19)		32.69
	000056001	121319	12/13/2019	000056 001 - 209-13 Cypress (11/16/19 - 12/13/19)		91.44
	000056016	121319	12/13/2019	000056 016 - Ctr Med Reserv & Seac (11/16/19 - 12/13/19)		32.69
	000056019	121319	12/13/2019	000056 019 - 213 Hillcrest Ave, Comm Ctr (11/16/19 - 12/13/19)		919.16
	000056018	121319	12/13/2019	000056 018 - 208 Palm Ave, Fire Station (11/16/19 - 12/13/19)		131.44
	000056017	121319	12/13/2019	000056 017 - 208 A Palm Ave, Fire Station (11/16/19 - 12/13/19)		71.89
	000056049	123119	12/31/2019	000056 049 - Imjin Road University (11/30/19 - 12/31/19)		166.81
	01/17/2020	94214	Accounts Payable	Marina Grocery Outlet		998.86
	Invoice		Date	Description		Amount
	11-05-19 sc		11/05/2019	Senior Center Purchases		12.57
	11-07-19 sc		11/07/2019	Senior Center Purchases		73.70
	11-12-19 sc		11/12/2019	Senior Center Purchases		8.38
	11-14-19 sc		11/14/2019	Senior Center Purchases		256.00
Check	11-21-19 sc		11/21/2019	Senior Center Purchases		39.28
	12-03-19 sc		12/03/2019	Senior Center Purchases		8.38
	12-05-19 sc		12/05/2019	Senior Center Purchases		151.27
	12-12-19 sc		12/12/2019	Senior Center Purchases		68.36
	12-11-19 se		12/11/2019	Sp Events Purchases		85.93
	12-11-19 se 2		12/11/2019	Sp Events Purchases		110.31
	12-15-19 se		12/15/2019	Sp Events Purchases		49.95
	11-25-19 yc		11/25/2019	Youth Center Purchases		24.52
	12-02-19 yc		12/02/2019	Youth Center Purchases		19.47
	12-05-19 yc		12/05/2019	Youth Center Purchases		90.74
	01/17/2020	94215	Accounts Payable	Maynard Group Inc.		659.35
	Invoice		Date	Description		Amount
	1001131		11/14/2019	phone at teen center		659.35
	01/17/2020	94216	Accounts Payable	Monterey Chapter International Code Council		300.00
Check	Invoice		Date	Description		Amount
	2020		12/18/2019	Membership Renewal 2020		300.00
	01/17/2020	94217	Accounts Payable	Microsoft		2,486.38
	Invoice		Date	Description		Amount

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	E0700A2U90		01/11/2020	Citywide MS Office 365 - January 2020		1,248.00
	E0700A325W		01/11/2020	Citywide MS Office 365 - January 2020		446.38
	E0700A2X15		01/11/2020	Citywide MS Office 365 - January 2020		792.00
	01/17/2020	94218	Accounts Payable	Monterey County Convention & Visitors Bureau		20,601.75
	Invoice		Date	Description		Amount
Check	15875		01/01/2020	Jurisdiction Investment - FY 19-20 Q3 (Jan-Mar. 2020)		20,601.75
	01/17/2020	94219	Accounts Payable	Monterey County Petroleum		14,032.97
	Invoice		Date	Description		Amount
	333782		11/20/2019	Unleaded Fuel (2000 gal)		5,853.43
	333984		12/04/2019	Diesel Fuel (700 gal)		2,239.87
	334347		12/08/2019	Diesel Fuel (350 gal)		1,116.31
	334348		12/18/2019	Unleaded Fuel (1800 gal)		4,823.36
Check	01/17/2020	94220	Accounts Payable	Monterey Tire Service		1,522.99
	Invoice		Date	Description		Amount
	1-92604		12/23/2019	Rubber grommet & harvest king - Unit 592		880.85
	1-92661		12/18/2019	Goodyear wrl sr-a- Unit 553		291.66
	1-92683		12/18/2019	Lab machine rotors		50.00
	1-92684		12/18/2019	Tire disposal fee		21.85
	1-93000		01/10/2020	Goodyear eagle - Unit 612		161.05
	1-92946		01/10/2020	F/S Destination LE - 2xl - Unit 878		117.58
Check	01/17/2020	94221	Accounts Payable	Nextel Communications - Sprint		368.95
	Invoice		Date	Description		Amount
	866147022-208		12/22/2019	Rec Dept Cell Phones		368.95
	01/17/2020	94222	Accounts Payable	Pacific Gas & Electric		5,897.79
	Invoice		Date	Description		Amount
Check	2020-00001619		01/03/2020	PG&E 6793435313-6		5,897.79
	01/17/2020	94223	Accounts Payable	Pacific Smog		79.50
	Invoice		Date	Description		Amount
	123616		12/12/2019	Smog test - Unit 868		39.75
	123605		12/05/2019	Smog test - Unit 605		39.75

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/17/2020	94224	Accounts Payable	Quill Corporation		776.40
	Invoice		Date	Description		Amount
	3635936		12/31/2019	(4) Toner/Records 12/31/19		266.52
	3647317		01/02/2020	Grocery Bags/Evidence 1/2/20		68.26
	3677701		01/02/2020	Office Supplies/Records 1/2/19		158.77
	3677817		01/02/2020	Office Supplies/Records 1/2/19		162.76
	3678475		01/02/2020	Batteries/Records 1/2/19		15.21
	3685631		01/03/2020	Photo Battery (Rr-123) Records 1/3/19		104.88
Check	01/17/2020	94225	Accounts Payable	REDI Driver Inc.		174.27
	Invoice		Date	Description		Amount
	10534		01/02/2020	Veh - Maint Parts & Supply - Unit 219		174.27
Check	01/17/2020	94226	Accounts Payable	Sara Steck Myers		9,135.00
	Invoice		Date	Description		Amount
	12-04-19		12/04/2019	Professional Services - MPWSP - October & November 2019		4,185.00
	1-3-20		01/03/2020	Professional Services - MPWSP - December 2019		4,950.00
Check	01/17/2020	94227	Accounts Payable	Shamrock Consulting		26,394.18
	Invoice		Date	Description		Amount
	19-016		12/18/2019	AFG 2018 Management SCBA		3,506.10
	19-017		12/18/2019	2108 SAFER GRANT Management		22,888.08
Check	01/17/2020	94228	Accounts Payable	Sierra Pacific Properties, Inc.		5,350.00
	Invoice		Date	Description		Amount
	12-17-19		12/17/2019	Refund		5,350.00
Check	01/17/2020	94229	Accounts Payable	Sierra Springs & Alhambra		108.90
	Invoice		Date	Description		Amount
	9696351 122119		12/21/2019	Corp Yard - Sierra Spring - Water Svc		108.90
Check	01/17/2020	94230	Accounts Payable	Suburban Propane		1,654.06
	Invoice		Date	Description		Amount
	1602-120165		12/20/2019	Propane Gas- CW		1,654.06
Check	01/17/2020	94231	Accounts Payable	TechRx Technology Services		3,423.21
	Invoice		Date	Description		Amount

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	8261		12/13/2019	HP Desk Top - Edna		1,094.38
	8202		12/02/2019	Nanobeam AC Gen2 (Police East Field Office)Data Shield		184.88
	8267		12/20/2019	Nanobeam AC Gen2 (Police East Field Office)Data Shield		609.00
	8285		01/02/2020	Nanobeam AC Gen2 (Police East Field Office)Data Shield		1,534.95
Check	01/17/2020	94232	Accounts Payable	Tri County Fire Protection		135.00
	Invoice		Date	Description		Amount
	SY102748		12/19/2019	Annual Inspection - VD Park		135.00
	01/17/2020	94233	Accounts Payable	Valley Saw & Garden Equipment		113.55
Check	Invoice		Date	Description		Amount
	216996		12/18/2019	Starter cover - Unit 161		25.88
	218841		01/10/2020	Rewind starter & carb assy - Unit 219		87.67
	01/17/2020	94234	Accounts Payable	Verizon Wireless		2,012.26
Check	Invoice		Date	Description		Amount
	9844531410		12/18/2019	PW Crew, Airport & Bldg Insp - Cell Phones		547.64
	9844460147		12/18/2019	Cell Phone Service 11/19 thru 12/18/19		1,464.62
	01/17/2020	94235	Accounts Payable	Wald, Ruhnke & Dost Architects, LLP		28,782.29
Check	Invoice		Date	Description		Amount
	1903212		11/30/2019	Council Chambers Remodel (11/01/19 - 11/30/19)		28,782.29
	01/17/2020	94236	Accounts Payable	Wex Bank		445.55
	Invoice		Date	Description		Amount
Check	62934748		12/23/2019	Chevron Gas Billing 12/23/19		445.55
	01/17/2020	94237	Accounts Payable	WRA, Inc.		2,301.43
	Invoice		Date	Description		Amount
	28263-37977		11/30/2019	CaAm Biological Services - Nov 2019		2,301.43
Check	01/17/2020	94238	Accounts Payable	Zoom Imaging Solutions		66.64
	Invoice		Date	Description		Amount
	2177915		12/29/2019	MeterRead/Maintenance 12/29/19		66.64
	01/17/2020	94239	Accounts Payable	Marina Employees Association		150.00
Check	Invoice		Date	Description		Amount

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01-10-20		01/10/2020	24 - MEA Dues		150.00
	01/17/2020	94240	Accounts Payable	Marina Professional Fire Fighters Association		220.00
	Invoice		Date	Description		Amount
Check	01-10-20		01/10/2020	35 - MPFFA Dues		220.00
	01/17/2020	94241	Accounts Payable	Monterey County Sheriff's Department		142.86
	Invoice		Date	Description		Amount
Check	01-10-20		01/10/2020	551 - Garnishment (FTB) \$		142.86
	01/17/2020	94242	Accounts Payable	Premier Access Insurance		3,694.10
	Invoice		Date	Description		Amount
Check	01-01-20		01/01/2020	101 - Dental EE+1*		4,953.42
	01-01-20		01/01/2020	Dental Claim (01/2020)		(1,259.32)
	01/17/2020	94243	Accounts Payable	Vision Service Plan		1,916.04
EFT	01-01-20		01/01/2020	103 - Vision EE*		1,779.96
	01-01-20		01/01/2020	VSP Adjustment (01/2020)		136.08
	01/17/2020	574	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	250.00
EFT	01-10-20		01/10/2020	23 - MPOA Dues		250.00
	01/17/2020	575	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,350.00
	Invoice		Date	Description		Amount
	01-10-20		01/10/2020	25 - POA Dues		1,350.00
905 Chase - Checking Totals:						\$663,612.24
Transactions: 69						
Checks: 67 \$662,012.24						
EFTs: 2 \$1,600.00						

SA Check Register 01-17-20

Bank Account: 921 - Chase - Successor Agency

Batch Date: 01/17/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 921 - Chase - Successor Agency						
Check	01/17/2020	41	Accounts Payable	Keyser Marston Associates		3,187.50
	Invoice		Date	Description		Amount
	0034238		01/09/2020	Successor Agency Fiscal Services_ Dec. 2019		3,187.50
921 Chase - Successor Agency Totals:						<u>\$3,187.50</u>
Checks:		1	\$3,187.50			

Monthly EFT/Wire Report-Checking Acct.

From Payment Date: 11/1/2019 - To Payment Date: 11/30/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
905 - Chase - Checking									
EFT									
421	11/01/2019	Open			Accounts Payable	PERS Health Services Division	\$72,619.38		
422	11/01/2019	Open			Accounts Payable	PERS Health Services Division	\$5,965.50		
429	11/01/2019	Open			Accounts Payable	Richard B. Standridge	\$4,322.50		
430	11/01/2019	Open			Accounts Payable	CalPERS	\$73,558.45		
431	11/01/2019	Open			Accounts Payable	CalPERS	(\$0.02)		
432	11/04/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$673.18		
433	11/04/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$320.70		
434	11/04/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$873.80		
435	11/04/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,070.00		
436	11/04/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$520.09		
437	11/01/2019	Open			Accounts Payable	AFLAC - Attn.:Remittance Process	\$2,029.93		
440	11/04/2019	Open			Accounts Payable	CalPERS	\$68.61		
441	11/05/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$61.95		
442	11/05/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,323.86		
443	11/08/2019	Open			Accounts Payable	Marina Police Association-MPOA	\$240.00		
444	11/08/2019	Open			Accounts Payable	Police Officers Association - POA	\$1,255.88		
445	11/05/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$120.80		
446	11/08/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$3,656.24		
447	11/12/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$2,468.45		
448	11/08/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,085.23		
449	11/08/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$3,436.90		
450	11/08/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,160.07		
451	11/12/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,836.65		
452	11/12/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,792.96		
453	11/15/2019	Open			Accounts Payable	Richard B. Standridge	\$4,560.00		
454	11/05/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$143.48		
455	11/05/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$215.00		
456	11/05/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$574.00		
457	11/07/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$211.18		
458	11/08/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$38.65		
459	11/08/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$255.15		
460	11/08/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$555.93		
461	11/08/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$2,262.05		
462	11/13/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$378.99		
463	11/13/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$621.00		
464	11/13/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,827.57		
465	11/13/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,214.74		
466	11/13/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$680.81		
473	11/04/2019	Open			Accounts Payable	First Data EMPS	\$89.18		
478	11/15/2019	Open			Accounts Payable	AFLAC - Attn.:Remittance Process	\$2,029.93		
479	11/15/2019	Open			Accounts Payable	Discovery Benefits, Inc.	\$605.84		
481	11/22/2019	Open			Accounts Payable	Marina Police Association-MPOA	\$240.00		
482	11/22/2019	Open			Accounts Payable	Police Officers Association - POA	\$1,255.88		
483	11/15/2019	Open			Accounts Payable	CalPERS	\$75,942.61		
484	11/15/2019	Open			Accounts Payable	CalPERS	(\$1,287.73)		
485	11/20/2019	Open			Accounts Payable	California State Controller's Office	\$122.76		
486	11/29/2019	Open			Accounts Payable	Richard B. Standridge	\$4,465.00		
487	11/05/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,705.58		

Monthly EFT/Wire Report-Checking Acct.

From Payment Date: 11/1/2019 - To Payment Date: 11/30/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
489	11/18/2019	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$95.00		
496	11/26/2019	Open			Accounts Payable	Berkadia	\$97,717.81		
504	11/15/2019	Open			Accounts Payable	Hinderliter, de Llamas & Associates	\$662.66		
505	11/15/2019	Open			Accounts Payable	Division of the State Architect	\$26.00		
506	11/29/2019	Open			Accounts Payable	AFLAC - Attn.:Remittance Process	\$2,029.93		
507	11/29/2019	Open			Accounts Payable	CalPERS	\$77,163.07		
508	11/29/2019	Open			Accounts Payable	CalPERS	(\$1,225.94)		
Type EFT Totals:							\$455,637.24		

905 - Chase - Checking Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$455,637.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	55	\$455,637.24	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$455,637.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	55	\$455,637.24	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$455,637.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	55	\$455,637.24	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$455,637.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	55	\$455,637.24	\$0.00

Monthly EFT/Wire Report - Payroll Account

From Payment Date: 11/1/2019 - To Payment Date: 11/30/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
913 - Chase - Payroll ZBA									
<u>EFT</u>									
5382	11/01/2019	Open			Accounts Payable	California State Disbursement Unit	\$1,742.52		
5383	11/01/2019	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	\$62,641.10		
5384	11/01/2019	Open			Accounts Payable	Employment Development Department	\$19,104.14		
5385	11/01/2019	Open			Accounts Payable	ICMA Retirement Trust	\$8,127.97		
5386	11/01/2019	Open			Accounts Payable	Nationwide Retirement	\$2,898.69		
5387	11/01/2019	Open			Accounts Payable	Rebecca Minuth	\$527.52		
5526	11/15/2019	Open			Accounts Payable	California State Disbursement Unit	\$1,742.52		
5527	11/15/2019	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	\$69,435.32		
5528	11/15/2019	Open			Accounts Payable	Employment Development Department	\$21,147.30		
5529	11/15/2019	Open			Accounts Payable	ICMA Retirement Trust	\$8,100.84		
5530	11/15/2019	Open			Accounts Payable	Nationwide Retirement	\$3,036.70		
5531	11/15/2019	Open			Accounts Payable	Rebecca Minuth	\$527.52		
5671	11/29/2019	Open			Accounts Payable	California State Disbursement Unit	\$1,742.52		
5672	11/29/2019	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	\$64,870.36		
5673	11/29/2019	Open			Accounts Payable	Employment Development Department	\$19,870.48		
5674	11/29/2019	Open			Accounts Payable	ICMA Retirement Trust	\$8,118.68		
5675	11/29/2019	Open			Accounts Payable	Nationwide Retirement	\$2,870.25		

Monthly EFT/Wire Report - Payroll Account

From Payment Date: 11/1/2019 - To Payment Date: 11/30/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5676	11/29/2019	Open			Accounts Payable	Rebecca Minuth			
Type EFT Totals:					18 Transactions		\$527.52		
913 - Chase - Payroll ZBA Totals							\$297,031.95		



DRAFT

Agenda Item: **8b(1)**
City Council Meeting of
January 22, 2020

MINUTES

Tuesday, December 3, 2019

5:00 P.M. Closed Session

6:30 P.M. Open Session

REGULAR MEETING

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

Council Chambers
211 Hillcrest Avenue
Marina, California

TELECONFERENCE LOCATIONS: ¹

5228 E. Pine Avenue
Fresno, CA 93727

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

MEMBERS PRESENT: Lisa Berkley, Adam Urrutia (Called in at 7:10 pm), Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado (Arrived at 7:17 pm)
3. **CLOSED SESSION:** *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency Members) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*
 - a. Conference with legal Counsel, anticipated litigation – initiation of litigation pursuant to paragraph (4) of subdivision (d) of CA Govt. Code Section 54956.9 – two potential cases
 - b. Conference with legal Counsel, anticipated litigation – significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of CA Govt. Code Section 54956.9 – two potential cases

¹ Note: Pursuant to Government Code Section 54953(b), this meeting will include teleconference participation by Council Member Adam Urrutia from the address above. This Notice and Agenda will be posted at the teleconference location

- c. Real Property Negotiations (CA Govt. Code §54956.8).
 - i. Property: Marina Municipal Airport, South Tarmac, APN 031-112-001, a portion
Negotiating Party: Joby Aero Inc.
Property Negotiator: Finance Director and City Manager
Under Negotiations: both price and terms of payment.
 - ii. Property: Building 535 at 711 Neeson
Negotiating Party: Daniel Emerson, Light and Motion Industries, Inc.
Property Negotiator: Finance Director and City Manager.
Under Negotiations: both price and terms of payment

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

Robert Rathie, Assistant City Attorney reported out Closed Session: The Council met in Closed Session on the matters listed on the agenda, which were two matters of initiation of litigation and two matters of exposure to litigation and two matters with real property negotiations. Council received information, provided direction each one of those matters and no reportable action was taken.

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

5. **SPECIAL PRESENTATIONS:**

- a **Fort Ord Regional Trail And Greenway Presentation** – Stefania Castillo, TAMC
- b **Recreation Announcements**

6. **SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR:** *Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council's jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. 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.*

- Grace Silva-Santella – Submitted a complaint form to the building department related to 3070 Del Monte Blvd and what she believes is an illegal use of property. This property was once retail produce stand and since that business closed the property has remained undeveloped. For a number of years now the land has been used as a contractor yard by a general contractor Frank Lloyd Jenkins. On November 10th the debris on the property was two large shipping containers, appliances, shed on a trailer as a portable office, large tarps lumber and cabinets. There are often trucks and trailers stored on the site used by the contractor. This is all visible from our main thoroughfare. He uses a primary entrance to our core downtown as an illegal contractor's storage yard. Requesting staff review our Zoning Ordinance and determine is a contractor yard is a legal use for this property. If the use is illegal asked the proceeding start to force the tenant to vacate the property and remove all evidence of their contracting business. Marina residents and the Marina Core deserve better.
- Kathy Biala – Noticed a disturbing behavior on the part of persons in our local commissions and or council members. Aware of people on the dais seemingly either receiving or corresponding texts to unknow recipients. This is disturbing because it could be exparte communications to decision

makers that it neither disclosed and not even known whether such communication is taking place that might impact a vote. Does not know if this is prohibited but if it is not then perhaps it should be. People come in person to council or commissions to participate in a transparent public process often at some inconvenience to ourselves. We speak and everyone see's our faces and hears our words, but we are not privy to who is texting or what is being communicated. Wants to know the city's policy on sending and receiving texts while on the dais during deliberations and if this is considered a form of exparte communications and allowable?

- Mayor Pro-Tem Morton – On December 13th at 2:00pm is the FORA Board meeting under which Michael Houlemard will be the Executive Director. The matters to be discussed might be the Transition Planning/Implementing Agreements and the Habitat Conservation Plan.

7. 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. 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 the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

8. CONSENT AGENDA: *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. 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 the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*

a. ACCOUNTS PAYABLE:

- (1) Accounts Payable Check Numbers 93853-93936, totaling \$259,678.77
Accounts Payable Successor Agency totaling \$95.00

b. MINUTES:

- (1) November 5, 2019, Regular City Council Meeting
- (2) November 19, 2019, Regular City Council Meeting

c. CLAIMS AGAINST THE CITY: None

d. AWARD OF BID: None

e. CALL FOR BIDS: None

f. ADOPTION OF RESOLUTIONS:

- (1) ~~City Council consider adopting Resolution No. 2019-, approving City of Marina Records Retention Policy and Record Retention Schedule. Pulled by Council Member Berkley, becomes agenda item 11e~~

g. APPROVAL OF AGREEMENTS

- (1) City Council consider adopting **Resolution No. 2019-127**, approving a Slope Easement between the City of Marina and Marina Developers, Inc., and; authorizing the City Manager to execute the easement agreement on behalf of the city subject to final review and approval by the City Attorney.

- (2) City Council consider adopting **Resolution No. 2019-128**, authorizing the City Manager to execute a Memorandum of Understanding between the City of Marina and Marina Employees Association; authorizing adjustments to the City's Salary Schedule, and, authorizing Finance Director to make appropriate accounting and budgetary entries.
- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
 - i. MAPS: None
 - j. REPORTS: (RECEIVE AND FILE): None
 - k. FUNDING & BUDGET MATTERS: None
 - l. APPROVE ORDINANCES (WAIVE SECOND READING): None
 - m. APPROVE APPOINTMENTS: None

Brian McMinn, Public Works Director announced that there is a revised version of the Easement Deed to agenda item 8g(1) on the dais that reflects the correct entities that the easement will be vested in.

Council Member Berkley requested to pull agenda item 8f(1)

BERKLEY/O'CONNELL: TO APPROVE THE CONSENT AGENDA MINUS 8f(1) AND WITH THE REVISED VERSION OF THE EASEMENT DEED AND THE "EXHIBIT A" TO AGENDA ITEM 8g(2). 3-0-2(Urrutia, Delgado)-0 Motion Passes.

9. PUBLIC HEARINGS:

- a. City Council to consider holding a public hearing to receive public comment concerning Draft Map 109c prepared by the City's demographer and the sequence of elections for Council seats; and approving **Resolution No. 2019-129**, adopting an ordinance establishing a By-District Election process and election sequencing in four Council Districts according to "Map 109c".

Council Questions: if Map109, the initial one was prepared by the consultant and not by a member of the public or council members, correct? Same with 109b and 109c, correct? So, what we have in front of us is 109c which is the only map we have to consider? The only difference between 109c and 109b of the past is that the council voted to add 100 people to C? and that was done just to make it more population consistent? Have any of the other council members reviewed the numerous emails that we received in opposition to map109c or reviewed the nearly 100 comments on Nextdoor, many of which were in opposition to Map109c? Do we have a valid claim? If that claim is not valid and we don't something tonight that doesn't reach a final conclusion and we're outside our 90-day window, what does it matter if there was not a valid claim? In reading any case law regarding this issue, have the judges in any litigation allowed a claimant to perfect a claim and make it a good claim? If reviewing the different criteria required by the California Voting Rights Act, we have listed, is the pecking order of what is most important. What is most important the compactness of a district, the community needs of interest and respecting natural and geographic features or the order the transitioned including respecting which incumbent terms are us at the time the maps go into effect?

Public Comments:

- Dusan Tatomirovic – This is a very important topic. If we are doing things for the future, then we should be doing them objectively without personal interest. The concept of districting is based as we have it here using existing natural or manmade boundaries. The map in question, 109c is the weirdest map out of the entire package because it's obviously made for the interest of certain

people. It's not moral to do it that way. If we look at Map106 breaks the city into four quarters and makes it relatively fair because it's using existing main roads in Marina to split the city into parts. When you look at the population numbers the population numbers are very similar to the map109c, so there is no real justification of favoring one map over the other if we are looking at the numbers. Thinks those things have to be taken into account. Giving advantage to current city council members by carving the map that way is not fair. We are changing the system of how we elect council members, if we're changing the system then we're using the blank slate and we're starting fairly and openly for the entire city.

- Mike Owen – As you know been opposed to this map strongly. Agrees with all the emails and comments on Nextdoor opposing this. Was the only person that submitted a map on the deadline. Sympathize with all those comments opposing this a little bit but mostly have no sympathy at all for those that are now trying as the clock runs out to try to reverse this past the deadlines that were publicized and open to the public in time for them to make comment. Very encouraged with all these people opposing this because that give me hope that when this is revisited again in 2021 that there will be an alteration or change to what I see with not really compact, not really contiguous, not really shared communities of interest and hopefully Sea Haven residents will have enough of a buildout where they can be sort of like be more of a political active and voice their concerns about this also.
- Kathy Biala – Thanked Brian McCarthy for making comments about AB849 and Mike Owen who gave concrete examples which me to understand more. Believes one intent of AB849 is to prevent gerrymandering. Was disappointed that his council only voted to advance Map109b and not both the 109b and 112b Maps in an earlier motion. This would have allowed the final comparison and would have included the Mayor in this important issue. Does not understand why we are making a rushed decision before a new Bill that was approved October 9, 2019 comes into effect that specifically addresses districting. Why would we not want to be compliant with a new law that is just around the corner? Map109c fails three out of the four criteria in AB849 while Map112b complies with all four. Map112b would be compliant with an important criteria AB849 but Map109c has the distinct appearance of going contrary to the very intent AB849. Does not think this Council should approve Map109c. we should attempt to comply with all criteria with AB849 unless there is a dire and compelling reason to by-pass this at this junction. If you cannot wait, vote for Map112b.
- Christina Medina-Dirksen – Has been following this process very closely and appreciated that staff held at least 2 open houses that I attended and not one person was in the room or there. Thinks we have an outreach problem if 106 people are talking on Nextdoor and nobody is going to our meetings. Thinks we need to do something different to engage people to be here. It is an important topic. The problems we have with these maps and I appreciate the intent of them in terms of engaging voters but Map109c definitely is not reaching the goal stated, it's not continuous and no communities of interest. Urges council to revisit this. Would having a conflict of law or a conflict be a reason to be able to allow us to stay our decision or at least the showing the good faith to allow us some leeway in showing that we're doing this? Commented about an ad in a local paper about a paralegal soliciting on behalf of a lawyer plaintiffs for these actions. Please reconsider the \$30,000 ding we get, I would be in support of that. This needs more outreach and more people to weigh in on this.
- David Burnett – Map109c is not a good map. Served as co-chair on the County redistricting effort in 2010 and does not believe you have identified communities of interest. If you look at the constituents of your council and if you look at the population of the city just on a purely racial basis, I don't think the composition matches. Thinks the earlier comment that the map doesn't reflect/thought about communities of interest, thinks outreach is paramount if you're going to be

doing redistricting. Communities of interest are not a catch phrase, it's not something that's thrown out, it means that you have done due diligence and you've identified these communities and you've communicated with these communities and you understand these communities. If you do anything based on a lawsuit you're already starting off on the wrong foot. Yes, cities need to be prodded to do the right thing and maybe in one instance encouraging you to look at your communities and putting a gun to your head with a lawsuit is one way of doing that. Would say that your response to that is not appropriate. The proper response is to identify your community. 2010 was almost 10-years ago and 2020 Census is gathering the data and Marina has changed dramatically since 2010. You have to have five districts since there are five members of the council.

Council Member O'Connell stated for the record:

Gerrymandering

*1) Maps109 and 110 were prepared and submitted to the council by our consultant. No council member initially submitted a map or assisted anyone in preparing a map; 2) Maps101-108 were prepared and submitted by the public; 3) On 11/5/2019, Maps104, 109 and 110 were chosen by the council with instructions to the consultant that he should bring back these maps slightly modified so as to better consider the population of the former Fort Ord area. The city council did NOT instruct the consultant as to which boundary lines to move; 4) On 11/19/19, the city council received maps 104b, 109b, 110b, all prepared by the consultant 111, 112, 113, 112b and 113b; 5) Maps 111, 112 and 113 were submitted by a city council member; 6) A council member sought to submit a different version of map 111 because the original one did not comply with the law. The city council voted to NOT permit any new drafts to be submitted by the city council member or the public; 7) A motion was made to accept map 109b as the district election map. **It failed to get a majority**; 8) A motion was made to bring back 109b, 110b & 112b on December 3, 2019. **It failed**; 9) A motion was then made to bring back maps 109b & 112b. It was never voted on because of a substitute motion was made. Note that unlike the previous motion to bring back 109b, 110b & 112b, this motion did NOT include District map 110b; 10) The substitute motion was made to bring back 109b with a slight modification of increasing District 2 by 100 in population; 11) The city council did NOT instruct the consultant to move certain district boundaries. The council left it to the consultant and told him that he could make the population increase in District 2 from any other districts; 12) Before the vote on the substitute motion was taken a discussion was had by the council members with input from the public; 13) It was pointed out by the city council that 112b left District 1 without a city representative and District 3 would have 2 existing city council members in it; 14) District 1 would not have a representative for at least one year; 15) After a short break the city council voted 3 to 1 in favor of the substitute motion. One can only imagine what would be said if the council had chosen a modified version of a council members map after we had excluded eight maps submitted by the public; 16) The result of the substitute motion to slightly modify 109b is before us and is based on the consultant's independent effort. At no time did the city council direct the consultant to move any specific boundary line. The consultant was directed to provide the city council with a map that complies with existing law based on the consultant's knowledge and experience in this field.*

BERKLEY/ MORTON: THAT COUNCIL HELD A PUBLIC HEARING TO CONSIDER DRAFT DISTRICT BOUNDARY MAP109C AND THAT WE ADOPT RESOLUTION NO. 2019-129, INTRODUCE THE ORDINANCE WHICH WILL NOT BE READ IN ITS ENTIRETY ESTABLISHING A BY-DISTRICT ELECTION PROCESS IN FOUR COUNCIL DISTRICTS; AND TO BE REDISTRICT POST CENSUS 2021. 3-2(Urrutia, Delgado)-0 Motion Passes by Roll Call Vote

Substitute Motion

Delgado/Urrutia: that in order to establish boundaries that are not gerrymandering that we vote to make haste to approve Map112b at the next available meeting. Withdrawn

Public Comments on Motions

- Dusan Tatomirovic – If the City Council votes in favor of districting in general without specifying specific districts, can than work to cover us legally?
 - Mike Owen – Thinks what we need tonight is an end of this process and the beginning of looking at bringing this back when the law authorizes it and when you can hopefully mobilize all this energy from the community that has just recently shown up. Thinks that would give us a very good deliberate look at what would be best for the city, especially with the new census.
 - Grace Silva-Santella – It was mentioned that some people might feel a little shy about speaking in support of 109c but probably would have been speaking in support of it for these reasons: does not think any one of the council members being paid \$200 a month is doing this for gerrymandering. \$30,000 ends tonight and then we go into an unknown dollar amount. There are a lot of thinks I want to see in this community one of them is the sports center. In 2-years, in 2021 it seems the action you take tonight is going to moot. It's unfortunate this is happening and thinks a lot of us are angry that we're in this position, but we are, and we have no choice but to move ahead. Feels like if what we're rally concerned about here is disenfranchised and protected classes then we better get out there a start registering people to vote. this is a complicated, awkward, imperfect situation and sorry that it's creating such animosity. Thinks you should move ahead with this.
 - Christina Medina-Dirksen – Pointed out looking at the maps 112 and 109 your decision is probably already made. What's going to happen when we do come up with our new census numbers and we do put the Dunes and some of those communities together or not together? Guess what you're going to have a group of people who are going to be missing out on voting because of the way the districts were drawn. I know this has been going around and around but the public participation has been missing. Please keep in mind that this really has the potential to have people sitting out on elections and that's totally contrary to what this is all about. Thinks there was some good intent here, it may not be perfect for Marina because we are a very diverse community, but we could definitely see some more diverse faces up there on the dais. If anything, if this causes people to get upset and rise up and what to run so be it. It's sad that we haven't had as much participation. This is an economic issue because who does have the time to come up here and sit here twice a week? We're a working community. Please think about what you're doing here and if you are going to be letting people down in the future voting. Thank you for all you do.
 - Kathy Biala – AB849 is the future whether we like it or not. It has a resonating some of the issues we've talked about tonight, but it will be the law in the future. We have learned a lot about these issues but there is a set of priorities that are imbedded in this. It is not just a list of things. Hopes that when this issue comes up again that we will look at the priorities one-by-one and follow it to the tee as much as we can. As long as we learn in the future and we know the law as it will stand in the next addition of this process then I'll be happy.
- b. City Council open public hearing taking testimony from public and consider approve **Resolution No. 2019-130**, adopting a Negative Declaration of no significant environmental impact for the Draft Midterm Review of the 2015-2023 Housing Element to the General Plan, and; approve **Resolution No. 2019-131**, amending the City of Marina General Plan by adopting the Draft Midterm Review of the 2015-2023 Housing Element to the General Plan.

Council Questions: What is the number of public meetings allowed per project?

Mayor Pro-Tem Morton opened public hearing:

- Grace Silva-Santella – Noted that City of Monterey has programs to allow for preservation of existing housing through grants to improve restrooms, safety issues or general improvements to a senior's home, believe it was a CDBG program. Does Marina have a program like this? If not, how do we go about getting one? There are a few homes in my neighborhood that could utilize programs like these.
- Mike McCullum, Director of External Affairs for Monterey One Water – We are a neighbor to the north of you guys, and we provide wastewater treatment for our residents in and around the area. We are supportive of the future planning and development efforts with the City of Marina. Especially as they pertain to the city limits. Thinks it's important that you pass this draft midterm of the 2015-2023 Housing Element. As your neighbor that processes wastewater we have some biological processes that sometimes emits odors and we want to be good neighbors and we are trying to understand that being in a little bit of a remote location we feel like we want to continue to be good neighbors. As Marina develops your plan and Housing Element, we are requesting that we be involved in some of those discussions so that we own some of the forefront of the odor complaints that come up from time to time. As these land use modifications come forward, we would like to be part of the conversation.
- Guy Petraborg, Director of Engineering & Compliance for the Monterey Regional Waste Management District – Here to support the city's efforts on this agenda item and to express our interests to be involved in the future with the city on these types of topics. The Waste Management Districts provides waste processing, recycling and non-hazardous municipal solid waste disposal services regionally for the tri-county area. Marina is one of the nine member agencies in the formation of the District and we appreciate their contribution. Part of our efforts are to provide services for the community. The District is publicly owned and operated and runs a renewable energy. We are in the midst of developing/updating our strategic plans and capital improvement plans and we look forward to being a sustainable efficiently operated public facility for all communities. We are supportive of the city's planning for growth in the city limits and have our facility designed to be supportive of those types of community growth aspects. We are available as you move forward with modifying any general plans or specific land-use plans or housing elements to be a collaborative partner in the process. We would like to ask that the city engage the District in the future in the city growth plans.

MORTON/BERKLEY: TO ADOPT RESOLUTION NO. 2019-130, ADOPTING A NEGATIVE DECLARATION OF NO SIGNIFICANT ENVIRONMENTAL IMPACT FOR THE DRAFT MIDTERM REVIEW OF THE 2015-2023 HOUSING ELEMENT TO THE GENERAL PLAN, AND; APPROVE RESOLUTION NO. 2019-131, AMENDING THE CITY OF MARINA GENERAL PLAN BY ADOPTING THE DRAFT MIDTERM REVIEW OF THE 2015-2023 HOUSING ELEMENT TO THE GENERAL PLAN. 4-0-1(Delgado)-0 Motion Passes by Roll Call Vote

Council Member O'Connell asked if agenda item 11c could be heard prior to the remaining items. Council agreed to hear 11c first.

10. **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. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

11. 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. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

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. City Council consider adopting **Resolution No. 2019-132**, receiving a presentation and provide comments on the draft report and financial analysis for the sports center and receive an update on the draft aquatic center presentation.

Council Questions: What is the total cost of sports and pool buildings? Does the new building envision the connector?

BERKLEY/O'CONNELL: TO APPROVE RESOLUTION NO. 2019-132, RECEIVING A PRESENTATION AND PROVIDE COMMENTS ON THE DRAFT REPORT AND FINANCIAL ANALYSIS FOR THE SPORTS CENTER AND RECEIVE AN UPDATE ON THE DRAFT AQUATIC CENTER PRESENTATION. 4-0-1(Delgado)-0 Motion Passes

Public Comments:

- Dusan Tatomirovic – thinks this is something Marina needs and pretty sure everybody shares the idea that Marina deserves too. Likes the general concept of what is proposed and noted it's important to connect the two buildings and have that additional space which would give us diversity and give us operational space for normal operations. One of the elements that was brought up was bringing the existing facility to code and we might actually be able to eliminate some of the cost if we move those facilities into the new building and do it properly. We should be looking in to solutions who hopefully bring that price a little bit down.
- Doug Yount, Shea Homes/Marina Community Partners, Dunes Project – We're very excited to see these types of plans. Yes, these are large numbers, but we understand with the right partnerships and hopefully grant funds and other things we'll have enough in the bucket. At the end of the day there sounds like there might even be some net if the revenue projections are correct and the users. Would agree this will be a destination for the whole County particularly for the peninsula. With this type of facility, it's really a game changer for Marina.

9:59 PM

BERKLEY/O'CONNELL: TO EXTEND THE MEETING TO 10:30 PM 4-0-0-0 Motion Passes

- b. City Council consider adopting by four-fifths vote an Urgency Ordinance 2019-, adding Chapter 5.80 to Title 5 (Business Taxes, Licenses and Regulations) of the Marina Municipal Code to temporarily prohibit no-fault evictions in the City of Marina through December 31, 2019, for residential real property issued a certificate of occupancy prior to December 3, 2004.

Council Questions: Do we have any type of evidence that there is an urgent need for this?

Public Comments: None received

Council Member Urrutia: Found an article from the County Weekly that appeared in the November 21st edition that talks about town property management having done numerous no-fault evictions in Salinas and also received reports that C&C Property Management has also been engaging in numerous no-fault evictions throughout the area. Many cities across the state are passing this ordinance in order to protect their renters based on evidence that this is happening throughout the state and region.

10:30PM

O'CONNELL/BERKLEY: TO EXTEND THE MEETING TO 10:35 PM. 4-0-0-0

Berkley/Urrutia: to consider waving the first reading of the ordinance in its entirety; and approve an urgency ordinance by a vote of at least four members of the city council which would add Chapter 5.80 to Title 5 (Business Taxes, Licenses and Regulations) of the Marina Municipal Code to temporarily prohibit no-fault evictions in the City.

O'CONNELL/MORTON: TO CONTINUE THIS MATTER TO AN OPEN SESSION ON DECEMBER 10TH. 3-1(Urrutia)-0-0 Motion Passes By Roll Call Vote

- c. City Council receive a presentation on a draft campaign finance reform ordinance; direct staff to place the matter on the December 17, 2019 agenda, for discussion and action; provide further direction to staff, and; request review and approval by the City Attorney.

Council Questions: it's was stated that the purpose for this ordinance was for transparency related to finance campaigning and avoid corruption or the appearance of corruption – is there or are there examples of corruption or the appearance of corruption for this ordinance? It's stated that for the total campaign allotment per election would be two-dollars per voter population, correct? At the start of each election would it be publicly noticed that this is the maximum? It's stated that it doesn't cover signs, does that mean the placement of signs or the amount of money that could be spent on signs?

O'Connell/Berkley: to bring this back on the December 17, 2019, open a public meeting and take any testimony from the public and consider reading by title only, waiving further reading and introducing ordinance 2019-, amending Chapter 2.54 of the Marina Municipal Code to be entitled "Marina Campaign Finances". - **Withdrawn**

Substitute Motion

Urrutia/: to bring back on December 17 and open the item up not reading by title only but open it up for amendments from the City Council Members. Substitute Motion dies for a lack of Second

Council Member O'Connell – friendly amendment?

Council Member O'Connell asked that the substitute motion be restated for better understanding

Urrutia/ : to bring this back for a public hearing at our December 17th meeting. Motion dies for lack of Second

Council Member O'Connell withdrew his motion to make a new motion

O'Connell/Morton: to place this matter on the December 17, 2019 meeting, open a public hearing and take testimony from the public to consider the ordinance as written and introduce the ordinance amending Chapter 2.54 of the Marina Municipal Code to be entitled "Marina Campaign Finances".
Withdrawn

Council Member O'Connell – why not make a friendly amendment to my motion and I'll go along with your approach?

Council Member Urrutia: my friendly amendment would be: to bring it back on December 17th for a public hearing on the ordinance

City Attorney Rathie – and to consider possible amendments to the ordinance as written?

Council Member Urrutia – Yes.

Council Member O’Connell withdrew his new motion and will just go on that

Final Motion

URRUTIA/O’CONNELL: TO BRING IT BACK ON DECEMBER 17TH FOR A PUBLIC HEARING ON THE ORDINANCE; AND TO CONSIDER POSSIBLE AMENDMENTS TO THE ORDINANCE AS WRITTEN. 4-0-0-0 Motion Passes

Public Comments:

- Mike Owen – Corruption is sort of like fixing your roof when it’s dry. Had the privilege of looking at Frank’s very rough draft earlier in the year and really impressed with all the slings and arrows of outrageous attorneys’ opinions that have modified his original ordinance draft. Really confident and impressed that like at this point taken all the consultation he’s had that his is probably, as regarding all the other ordinances that other cities have this is probably about the best, we’re going to be able to get. If this is enacted in my view it would go a little bit towards not having to tilt the field as much for incumbents. It would make a little bit more of a level playing field for new applicants and I think this would help them.

- d. ~~City Council consider adopting Resolution No. 2019, authorizing City Manager to sign employment contracts with all the City’s directors.~~ ***Continued to December 17, 2019***
- e. ~~City Council consider adopting Resolution No. 2019, approving City of Marina Records Retention Policy and Record Retention Schedule.~~ ***Pulled by Council Member Berkley, was agenda item 8f(1). Continued to December 17, 2019***

12. **COUNCIL & STAFF INFORMATIONAL REPORTS:**

- a. Monterey County Mayor’s Association [Mayor Bruce Delgado]
- b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.

13. **ADJOURNMENT:** The Council adjourned the meeting adjourned at 10:42 to Tuesday, December 10, 2019 to start at 5:00pm

Anita Sharp, Deputy City Clerk

ATTEST:

Gail Morton, Mayor



DRAFT

Agenda Item: **8b(2)**
City Council Meeting of
January 22, 2020

MINUTES

Tuesday, December 17, 2019

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

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

Council Chambers
211 Hillcrest Avenue
Marina, California

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

MEMBERS PRESENT: Lisa Berkley, Adam Urrutia, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado
3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency Members) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*
 - a. Conference with legal Counsel, anticipated litigation – i of litigation pursuant to paragraph (4) of subdivision (d) of CA Govt. Code Section 54956.9 – three potential cases.
 - b. Real Property Negotiations (CA Govt. Code §54956.8).
 - i. Property: Marina Municipal Airport, South Tarmac, APN 031-112-001, a portion
Negotiating Party: Joby Aero Inc.
Property Negotiator: Finance Director and City Manager
Under Negotiations: both price and terms of payment.
 - ii. Property: 280 acres, more or less, located east of Hwy.1 and south of Imjin Parkway (Phases II and III of the Dunes).
Negotiating Party: Marina Community Partners, LLC
Property Negotiator: City Manager
Terms: Price and Terms of Payment

6:50 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN
CLOSED SESSION

Robert Rathie, Assistant City Attorney reported out Closed Session: Council met in closed session and had an extensive discussion of all the matter listed under closed session. Information and direction was provided and no reportable action was taken.

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

5. SPECIAL PRESENTATIONS:

a Proclamations

i. James “Scott” Clegg Retirement

b Recreation Announcements

6. SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR: *Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council’s jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. 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.*

- Steve Emerson – Noted that a majority of tonight’s audience is here for one item and asked if agenda item 11d could be moved up on the agenda to be heard sooner.
- Nancy Amadeo – Announced Marina in Motion will hold a 4th District Supervisorial Forum on January 25, 2020 from 10:00am to 12:00pm here in the Council Chambers.
- Wes Clark, Marina Trading Company – Here on behalf for the Veteran’s Transition Center (VTC). The VTC is looking for donations of clothing (Jackets, socks, sweaters, hoodies, underwear), toiletries for the veteran’s that are served at the VTC.
- Mayor Delgado – Thanked the staff members who organized the Staff Appreciation Dinner that happened yesterday. Thanked those volunteers involved in the Tree Lighting Ceremony.
- Mayor Pro-Tem Morton – Announced the first FORA Board meeting for 2020 will be held on January 10, 2020 in the afternoon. Thereafter, for the next five months the FORA Board meetings will take place on the 2nd Thursday of each month.

7. 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. 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 the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

City Council discussed and a motion was made: **MAYOR DELGADO AND SECONDED BY COUNCIL MEMBER BERKLEY: TO REARRANGE THE AGENDA SO THAT OTHER ACTION ITEM 11d COULD BE HEARD PRIOR TO THE PUBLIC HEARING ITEM 9a. 5-0-0-0. Motion Passes**

8. CONSENT AGENDA: *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. 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 the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*

a. ACCOUNTS PAYABLE:

- (1) Accounts Payable Check Numbers 93937-94051, totaling \$553,312.55
Wire transfers from Checking and Payroll for October 2019 totaling:
\$477,453.21

b. MINUTES: None

c. CLAIMS AGAINST THE CITY: None

d. AWARD OF BID:

- (1) City Council consider adopting **Resolution No. 2019-133**, awarding the 8th Street and 2nd Avenue Barracks Demolition Contract to Monterey Environmental Solutions & Services of Monterey, California, and; approving the emergency allocation of \$77,900 from Caretaker Funds to finance the 8th Street And 2nd Avenue Barracks Demolition, and; authorizing Finance Director to make necessary accounting and budgetary entries, and; authorizing City Manager to execute contract documents and all change orders on behalf of City subject to final review and approval by the City Attorney.

e. CALL FOR BIDS: None

f. ADOPTION OF RESOLUTIONS:

- (1) City Council consider adopting **Resolution No. 2019-134**, amending the City's Salary range for Recreation Instructor as of January 1, 2020 and January 1, 2021.

g. APPROVAL OF AGREEMENTS

- (1) City Council consider adopting **Resolution No. 2019-135**, approving Agreements between the City of Marina and PG&E for an On-Bill Financing (OBF) Program for City facility lighting fixture upgrades, and; authorizing the City Manager to execute the Agreements on behalf of the City subject to final review and approval by the City Attorney.
- (2) City Council consider adopting **Resolution No. 2019-136**, approving an amendment to the agreement between City of Marina and Formation Environmental, LLC. to provide engineering services for the groundwater sustainability planning and the completion of the Groundwater Sustainability Plan (GSP); authorize a budget appropriation from the General Fund in the amount of \$53,000; authorize the Finance Director to make the necessary accounting and budgetary entries; and authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

- (3) City Council consider adopting **Resolution No. 2019-137**, approving an Amendment to the Lease Agreement between City of Marina and Joby Aero, Inc. for the building located at 3200 Imjin Road (Building 507) at the Marina Municipal Airport; and authorizing Finance Director to make necessary accounting and budgetary entries; and authorizing City Manager/Airport Manager to execute an Amendment to the Lease Agreement on behalf of the City, subject to final review and approval by City Attorney.
 - (4) City Council consider adopting **Resolution No. 2019-138**, approving Ground Lease Agreement between City of Marina and Joby Aero, Inc. for a five-acre portion of the developed south tarmac, along with two options totaling 25-acres, located at 3200-C Imjin Road; and authorizing Finance Director to make necessary accounting and budgetary entries; and authorizing City Manager/Airport Manager to execute the Ground Lease Agreement on behalf of the City, subject to final review and approval by City Attorney.
- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
 - i. MAPS: None
 - j. REPORTS: (RECEIVE AND FILE):
 - (1) City Council receive TAMC December 4, 2019 Board Highlights
 - (2) City Council receive Monterey-Salinas Transit December 2019 Highlights
 - (3) City consider adopting **Resolution No. 2019-139**, receiving and filing the fiscal year 2018-2019 on the collection and use of mitigation fees for new development impacts.
 - k. FUNDING & BUDGET MATTERS: None
 - l. APPROVE ORDINANCES (WAIVE SECOND READING):
 - (1) ~~City Council consider adopting second reading of Ordinance No. 2019-, approval of a by-district election process in four Council Districts.~~ ***Pulled by Mayor Delgado, becomes agenda item 11f***
 - m. APPROVE APPOINTMENTS: None

Mayor Delgado requested to pull agenda item 8l(1) for questions and separate vote.

Brian McCarthy had question on 8g(1), asked when we have discussions with the contractor to replace city lights if we could maybe somehow incorporate some synergies there and ask them how we might be able to approach the owners of the non-city-owned light posts and get them converted to LED as well.

DELGADO/URRUTIA: TO APPROVE THE CONSENT AGENDA MINUS 8l(1). 5-0-0-0
Motion Passes

9. PUBLIC HEARINGS:

- a. City Council open a public hearing and introduce Ordinance No. 2019-, Campaign Finance Reform; provide further direction to staff, and; request review and approval by the City Attorney.

Council Questions: How do we get to a level playing field without limiting one's own contribution to one's own campaign? Liquidation of surplus funds after elections? Did calculations on all candidates who ran get performed? When totaling up the contributions did you happen to calculate how many contributions were over \$200 versus under \$200? Time Limit of Contributions, if someone wanted to challenge an incumbent don't, we not level the playing field? Petty Cash, could a campaign not withdrawal \$99 a day from their bank account and spend that amount of money everyday from January 1st through election day? Disbursement of Funds, Check or Debit Card? Municipal Filings 2.54.150(a)(1) is it necessary? Campaign Contribution Limit of \$200? Anonymous Contributions? What amounts must be reported? Prohibitions on Contributions from Organizations?

9:58 pm – URRUTIA/DELGADO: TO EXTEND THE MEETING TO 10:30 PM. 5-0-0-0 Motion Passes

Public Comment:

- Mike Owen – At one time or the other I've knocked on doors and have been involved in campaigns much longer than Bruce has been running. I have never contributed to any council member or any mayor person running, and people have asked me why do this proposition or why do this motive if there's no trouble? This is what Frank O'Connell has been trying to do for the last year. To come up with something that's the best shot you're going to have, which won't be perfect. If you really want to apply this, hopefully you can just see like where this can go, limit the voting's to just the people in your district. Consider limiting this to only contribution within your district. What Frank is trying to do is go out and talk to the people in your district who would vote for you.
- Mark Rhodes – Commends council for tackling such a difficult and controversial subject. You can take outside resources coming in from Salinas you could take the Imjin Road or Reservation Road that's going to increase traffic 500 cars per year during peak hours. As Marina grows so will that traffic. As it was said, it's not going to be perfect the first time but move ahead on it.
- Brian McCarthy – Would like to see a comparison with other peninsula cities and how Marina would be compared to those cities in terms of campaign finance reform, it's important to look at. What the rush Thinks this issue is incredibly important. Feels like he has an idea of what the next election cycle is going to look like. Does not know if passing this is going to have a big difference of the outcome of that. As for donations outside the city, Marina is incredibly transient in nature. We have a huge portion of our population just moved here and a huge portion of those people are likely to run for office someday and they are likely to reach out to their friends, family and associates that like outside the city. Hopes Council will take a little more time to consider this before adopting or moving forward.
- Christina Medina-Dirksen – Wondered if this is really a problem. In listening to both presentations given by Council Member O'Connell the numbers don't add up. I think everyone up here whether you are in office or plan to you have to know the community so you're going to be knocking on doors and you probably should be talking to the community before you come up here. I hope that you would continue with the town hall meetings. As far as outside influences being a problem, yes, we are a very transient community and as it was pointed out we have friends and family supporters outside our community and does not think it's fair to put such rules where there's not a problem. Urged council to take this a little slower because while the intension may be good the outcome could really be disengagement again from the voter.

10:29 pm – BERKLEY/MORTON: TO EXTEND MEETING TO 10:45 PM. 5-0-0-0 Motion Passes

Urrutia/Delgado: to continue this item to the first meeting in January 2020

10:45pm – URRUTIA/MORTON: TO EXTEND TO 11:00 PM. 5-0-0-0

Substitute Motion

O'CONNELL/ MORTON: TO AMEND THE PROPOSED ORDINANCE 2019-, TO INCLUDE SUBSECTION 2.54.120(C) TO READ: "THIS PROVISION SHALL NOT APPLY TO ANY MONETARY BALANCE EXISTING IN A CAMPAIGN COMMITTEES ACCOUNT THE DATE OF ENACTMENT OF THIS ORDINANCE"; PLACE THIS MATTER ON THE JANUARY 22, 2020 MEETING AGENDA AND CONSIDER READING BY TITLE ONLY WAIVING FURTHER READING AND APPROVING INTRODUCTION OF ORDINANCE 2019-, AMENDING CHAPTER 2.54 OF THE MUNICIPAL CODE TO BE TITLED MARINA CAMPAIGN FINANCE". 3-2(Urrutia, Delgado)-0-0 Substitute Motion Passes

Council Member O'Connell Called for the Question: 2-3(Urrutia, Berkley, Delgado)-0 Call for the Question fails.

Council discussed what items in Other Action need to get completed tonight. Staff indicated that 11a, 11c and 11e needed completion and 11b could be continued to the next meeting.

11:00 pm – DELGADO/MORTON: TO EXTEND MEETING TO 11:15 PM. 4-1(O'Connell)-0-0 Motion Passes

10. 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. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*
11. 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. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

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. City Council consider adopting **Resolution No. 2019-141**, authorizing City Manager to sign employment contracts with all the City's directors. ***Continued from December 3, 2019***

Council Questions: None received

DELGADO/URRUTIA: TO APPROVE RESOLUTION NO. 2019-141, ACKNOWLEDGING THE EQUITY ADJUSTMENT FOR THE CHIEF OF POLICE OF 2.8%.; AND RATIFY THE CURRENT DIRECTOR CONTRACTS; AND AUTHORIZING CITY MANAGER TO SIGN EMPLOYMENT CONTRACTS WITH ALL THE CITY'S DIRECTORS. 4-1(O'Connell)-0-0 Motion Passes

Public Comments: None received

- b. City Council consider adopting Resolution No. 2019-, approving City of Marina Records Retention Policy and Record Retention Schedule. ***Pulled by Council Member Berkley, was agenda item 8f(1). Continued to December 17, 2019; Continued to January 22, 2020***
- c. City Council consider adopting **Resolution No. 2019-142**, directing staff to conduct a resident satisfaction survey.

Mayor Pro-Tem Morton recused herself from this item due to intern who prepared the survey is a family member.

DELGADO/URRUTIA: THAT WE COMMIT TO THIS TONIGHT TO HAVING THIS SATISFACTION SURVEY CONDUCTED AND COMPLETED; AND THAT WE SEEK TO HAVE AN ONLINE OPPORTUNITY TO INCREASE THE NUMBER OF PEOPLE; AND THAT WE EXPAND IT TO AS MANY LANGUAGES AS AVAILABLE WITHIN THE TIME THAT WE HAVE TO DO SO; AND THAT WE SPEND UP TO \$1500.00 IF NECESSARY; AND TO BRING THIS BACK AT THE EARLIEST TIME IN JANUARY. 4-0-0-0 Motion Passes

4-0-0-0 Motion Passes

Public Comments:

- Brian McCarthy – In regard to the staff report a little offended that there was a suggestion that a lot of people couldn't use the internet and in 15-day the year will be 2020 and, in our town, there is a company that is making flying cars and we're worried about not being able to use the internet. The DoD uses a system called ICE. It's www.ice.disa.mil and it's a model that works well and encourage both the intern and the city staff to take a look at that.
- Mike Owen – commented on the Recreation Commission report on the improvements that the Recreation Department has been doing and one of them was about the computerization and the data process that was messing a lot of his activities, registrations and so forth. But noted that there was a group consisting of seniors that that just did not work, they were not familiar with the internet or comfortable doing it.
- d. City Council consider adopting **Resolution No. 2019-140**, approving an Operating Agreement (The Dunes on Monterey Bay), including all exhibits thereto; and clarifying modifications to the Schedule of Performance; and Housing Invoice No. 2 submitted by MCP pursuant to Section 8.4 of the DOA; and execution by the City and Developer of a written acknowledgment of the duration and date of termination of the Excused Delay; and Other actions necessary to implement the above agreements, documents and actions.

Council Questions: What is the construction date for affordable housing? Is it January 2023? What is planned to be built on both sides of the linear park? What was the motivation for shifting from 100 feet to 70 feet for the park? What is the cost differential for building a park of 100 feet versus 70 feet? The adjustment that was made to your contribution from \$3 million to \$4.6 million was an adjustment for cost of living index over time, correct? The home prices, the things that you will be selling also have gone up by that same market increase over time, correct? So, the \$3.8 million does have some alternative supplemental sources is what the plan is? What is the current traffic pattern on both sides of the park? Is the deadline for getting architectural designs in December 2020? If architectural designs are presented with the year do, we have the ability to free up the hotel rooms that are being held as part of this agreement and offer them to another hotel developer at a different site? Do you know how many remaining residential units in total there would be in the Promenade if nine units are removed/moved from this area? What are the prices of the workforce housing? FORA Fees after dissolution? Will the blight around Phase III-Second Avenue rentals be removed? What is the completion date for vertical construction of affordable apartments? What is the status and thinking of the grocery store? In the contemplation of savings on the linear park width reduction, is the savings mostly from having to construct 30-feet of the park, not having to maintain 30-feet of the park or in not having to install quite so many retaining walls? Is the cost of construction in providing irrigation, sod etc.?

Public Comments:

- Nancy Amadeo – Hopes tonight there is a unanimous vote to move forward with this for many reasons. The project has been delayed. It is important to this council that blight is removed, especially to the residents who live at The Dunes. It's about the quality of life for the people that live in Marina. That is a quality of life issue that this city doesn't have the money for but now we will have money. We might use it to tear down blight, we might use it to construct. We might have to modify plans, but we'll get parks out of this. There's opportunity to get huge revenue operation called a hotel. The Promenade, which we've talked about for years and now there is a proforma that says when it's going to get done. If you talk to the people who live in the Dunes, they would love to see a grocery store. There are so many opportunities and have yet to hear one negative thing that says don't do this. There is no risk to the city. We, the resident's benefit. Please, let's move forward with this.
- Josh Mathis – United Way of Monterey County and we're focusing on access to quality and affordable housing and we support this project as well as the workforce housing as well.
- Mark Rhodes – Support project not only on what we've heard going forth with Shae Homes but also on your agenda you have Joby. Joby is looking to hire roughly 1000 people that will have a definite impact on the city. This impacts Imjin Road, Reservation Road and the airport in general. Again, supports this project, it's good for the city and good for the residents.
- Paul Bruno – The Dunes has been very good for Marina. Go out there and take a look and see all those people and activity. It's been a great project, but it's really half finished. Imagine if it stayed half finished and then think about how much better it could be when it's actually done. There's a lot of opportunity out there but it's hard to be a developer out at the former Fort Ord. Projects die out there and the fact that they're willing to come back to the table and try to make it work that's important and took a lot of negotiations and a lot of time. What you have before you is something that's really good. Let's move forward and make this city what it's supposed to be, an incredible place.
- Joanna Carman Mid-Peninsula Housing – Commends the City and its leadership for what they are doing to address the growing demand for housing as well as affordable housing and we support today's staff recommendation on this agreement as it will deepen affordability restrictions and accelerate the construction of affordable homes.
- John McCormick – Was part of the team Scott Negri brought in and we brought in a lot of restaurants into town here, it's still a big success. This is what you need to do, get this done. The synergies and the completeness of this project will give you way more than what you think you're going to get. I support this and support the City of Marina. We need rational decisions and thinks that the Shae team gave you the same story that we were back here in spring as what they just gave you again, very consistent. You've negotiated a very good payback from them, there's nothing you lost here.
- Patti Bradshaw – Spent 20-years with Planning with lots of hard work and fun. When things were brand new, we would try squeeze just a little bit more out. I would really like to see this happen but now is not the time to even tweak it the tiniest bit. Impressed by the letter we received from PK Diffenbaugh, MPUSD Superintendent on the housing problem they have retaining teachers. Please don't try to make any changes, we're very lucky to have them continue with this and it's really good for Marina.
- Ron Lebda – Advantage to being with the Chamber of Commerce and the EDC is meeting with people in our community on a business level. Some are disappointed because there are vacant lots and the struggle to develop them. This is an opportunity with no cost or expense to the City to have that accomplished. As the Chamber of Commerce one of our goals is revenue because

revenue drive a city. Over the past 20-years the city council has had a struggle with balancing the budget. This gives us an opportunity to not only meet our budget but have extra resources to maintain our city parks. On Downtown Revitalization Committee and really want our downtown to be developed too. All-in-all it's a good idea and I'm in favor of it.

- Terry Lebda – Time is of the essence. Heard of the benefits of running into this right now and not postponing it because of the savings and closure of FORA and all of those things they were talking about with incentives. So, now is a time to do it and if we wait or postponed any longer costs go up but now, we've got incentives that will work. I really hope and trust that our council will approve this tonight.
- Metti – Commutes down Highway One corridor and recently the Dunes has been a very frequent destination for me to stop to eat. It's a project that seems like it's been very responsibly done and in favor of the next phase. Shae Homes is very responsible developer and have a very good track record. Thinks Council should definitely approve this project.
- Steve Emerson – We're looking for blight removal, affordable housing, parks, a full-service hotel with restaurant and actually have a conference to do things. That's possible with this. As far as the linear park I think the other tradeoff to that is the arts district and the church that they are keeping within the city. Real estate is cyclical. We've lived through that. we know how bad that is. we don't have much time. Anything that we're doing at this point, you've got to get moving and continue the process going now. We wait a year, we've missed it. By the time you build and get things up and going we've missed this opportunity. Now is the time to finish the project and make sure we can get it done. To remove the blight, extend the parks, add affordable housing all the things we as a community wanted for a long time. it's here, it's now. It's in our grasps, it's time to take it.
- Mike Owen – Agrees now's the time for the developer if the council approves this to be going and reviewing the tree removal and replacement plans with the tree committee because normally we are not involved until after the fact and we're the monkey in the wrench and we're complaining about all these trees that were removed without any process that was supposed to happen to go through and identify trees to be saved or maybe everything needs to be clear-cut but the original plans were to save trees along First Avenue. Has the original surveys from 2000 and is asking now is the time to involve all the processes that needs to be involved to make this go smoothly.
- Scott Negri – can attest to how hard and expensive it is to develop the Fort Ord. you have a proven developer here who's willing to put him money where his mouth is. Urged Council to take them up on their offer, to approve it tonight. Please don't delay it.
- Harvey Dadwall – Strongly supports this project. The guests who come to my hotel, and I'm actively advertising the Springhill Suites Guest Room are an ocean view, but the people see comments that all they see is blight. This needs to be done as soon as possible. As for the final costs, no one know better than me how hard it was to build. My costs almost doubled. The prevailing wage increased the cost by 80%. Small contracts will not touch this type of project. Strongly support and hopes it will be done.

DELGADO/BERKLEY: TO APPROVE RESOLUTION NO. 2019-140, APPROVING AN OPERATING AGREEMENT (THE DUNES ON MONTEREY BAY), INCLUDING ALL EXHIBITS THERETO; AND CLARIFYING MODIFICATIONS TO THE SCHEDULE OF PERFORMANCE; AND HOUSING INVOICE NO. 2 SUBMITTED BY MCP PURSUANT TO SECTION 8.4 OF THE DOA; AND EXECUTION BY THE CITY AND DEVELOPER OF A WRITTEN ACKNOWLEDGMENT OF THE DURATION AND DATE OF TERMINATION OF THE EXCUSED DELAY; AND OTHER ACTIONS NECESSARY TO IMPLEMENT THE ABOVE AGREEMENTS, DOCUMENTS AND ACTIONS. 5-0-0-0 Motion Passes

- e. City Council consider adopting by four-fifths vote an **Urgency Ordinance 2019-05**, adding Chapter 5.80 to Title 5 (Business Taxes, Licenses and Regulations) of the Marina Municipal Code to temporarily prohibit no-fault evictions in the City of Marina through December 31, 2019, for residential real property issued a certificate of occupancy prior to December 3, 2004. *Continued from December 10, 2019*

DELGADO/URRUTIA: TO APPROVE URGENCY ORDINANCE 2019-05, ADDING CHAPTER 5.80 TO TITLE 5 (BUSINESS TAXES, LICENSES AND REGULATIONS) OF THE MARINA MUNICIPAL CODE TO TEMPORARILY PROHIBIT NO-FAULT EVICTIONS IN THE CITY OF MARINA THROUGH DECEMBER 31, 2019, FOR RESIDENTIAL REAL PROPERTY ISSUED A CERTIFICATE OF OCCUPANCY PRIOR TO DECEMBER 3, 2004. 5-0-0-0 Motion Passes by Roll Call Vote

Public Comments:

- Brian McCarthy – thinks this is an item that isn't getting the time it deserves. This is not a permanent ordinance and doesn't affect single-family homes but what it does do is helps a lot of people in a time where it's very scary. Commends the Council Member who presented this ordinance.

- f. City Council consider adopting second reading of **Ordinance No. 2019-04**, approval of a by-district election process in four Council Districts. *Pulled by Mayor Delgado, was agenda item 8l(1)*

Council Questions: None

MORTON/O'CONNELL: TO APPROVE ORDINANCE NO. 2019-04 AND WAVE FURTHER READING IN FULL. 3-2(Urrutia, Delgado)-0-0 Motion Passes by Roll Call Vote

Public Comments:

- Brian McCarthy – Hopes council is looking into the future for 2022 and after the Census how we're going to deal with this issue going forward.

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

- a. Monterey County Mayor's Association [Mayor Bruce Delgado]
- b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.

13. ADJOURNMENT: The meeting adjourned at 11:26 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor



DRAFT

Agenda Item: **8b(3)**
City Council Meeting of
January 22, 2020

MINUTES

Tuesday, January 7, 2020

5:00 P.M. Closed Session

6:30 P.M. Open Session

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

Council Chambers
211 Hillcrest Avenue
Marina, California

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: Lisa Berkley, Adam Urrutia, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado
3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (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) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Miliias-Brown Act representative.*
 - a. Conference with Legal Counsel, one case of existing litigation pursuant to paragraph (1) of subdivision (d) of CA Govt. Code Section 54956.9: (1) City of Marina and Marina Groundwater Sustainability Agency v. County of Monterey; Monterey County Board of Supervisors; County of Monterey Groundwater Sustainability Agency; California Department of Water Resources (DWR); and Director Karla Nemeth in her official capacity; Monterey County Superior Court Case No.19CV005270.
 - b. Conference with Legal Counsel, anticipated litigation – initiation of litigation pursuant to paragraph (4) of subdivision (d) of CA Govt. Code Section 54956.9 – three potential cases

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

Robert Rathie, Assistant City Attorney reported out Closed Session: Council met in Closed Session with regard to the matters listed. For all matters, Council received information, gave direction and no reportable action was taken.

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

City Council agreed to rearrange the agenda to hear 6a first; then hear agenda item 5b and then 5a.

5. CONSENT AGENDA: *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. 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 the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*

- a. City Council consider directing staff to move forward with conducting a resident satisfaction survey.

Mayor Pro-Tem Morton recused herself from this item.

Council Questions: Did Council Member Berkley look at this per the motion from December 17, 2019? Did the city spend up to the \$1500 to have a professional pollster review this? If not, why?

BERKLEY/URRUTIA: TO DIRECT STAFF TO MOVE FORWARD WITH CONDUCTING A RESIDENT SATISFACTION SURVEY. 4-0-0-0 Motion Passes

Public Comments: None received

- b. City Council adopting **Resolution No. 2020-01**, authorizing the Mayor to sign a letter of support on behalf of the City Council supporting pursuing the Transit and Intercity Rail Capital Program Grant for *Surf!* Highway 1 Busway Project paralleling Highway 1.

Council Questions: How does the impacts at 8th Street bridge impact the FORTAG trail? This project would be complementary to the Multi-Model Corridor?

MORTON/BERKLEY: TO APPROVE RESOLUTION NO. 2020-01, AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT ON BEHALF OF THE CITY COUNCIL SUPPORTING PURSUING THE TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM GRANT FOR SURF! HIGHWAY 1 BUSWAY PROJECT PARALLELING HIGHWAY 1. 5-0-0-0 Motion Passed

Public Comments: None received

6. PUBLIC HEARINGS/OTHER ACTION ITEMS:

- a. City Council consider adopting Resolution No. 2020-, receive a presentation on the adoption of a Groundwater Sustainability Plan (GSP) for a portion of the 180/400 Foot Aquifer Sub-basin; provide direction to staff on any needed changes to the Groundwater Sustainability Plan; approve the Groundwater Sustainability Plan, and direct staff to file the Groundwater Sustainability Plan with the Department of

Water Resources for their review and determination. *(To be Continued to January 14, 2020)*

Mayor Delgado opened Public Hearing for anyone in the audience tonight to make comments.

City Council continued this item to January 14, 2020.

Council Member Berkley read a statement:

7. ADJOURNMENT: The Council adjourned the meeting at 6:57 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor



DRAFT

Agenda Item: **8b(4)**
City Council Meeting of
January 22, 2020

AGENDA

Tuesday, January 14, 2020

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

SPECIAL MEETING
CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK SUSTAINABLE
COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR AGENCY OF THE FORMER
MARINA REDEVELOPMENT AGENCY AND MARINA GROUNDWATER
SUSTAINABILITY AGENCY

Council Chambers
211 Hillcrest Avenue
Marina, California

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: Lisa Berkley, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado

MEMBERS ABSENT: Adam Urrutia (Excused)
3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (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) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*
 - a. Conference with Legal Counsel, one case of existing litigation pursuant to paragraph (1) of subdivision (d) of CA Govt. Code Section 54956.9: (1) City of Marina and Marina Groundwater Sustainability Agency v. County of Monterey; Monterey County Board of Supervisors; County of Monterey Groundwater Sustainability Agency; California Department of Water Resources (DWR); and Director Karla Nemeth in her official capacity; Monterey County Superior Court Case No.19CV005270.

- b. Conference with Legal Counsel, anticipated litigation – initiation of litigation pursuant to paragraph (4) of subdivision (d) of CA Govt. Code Section 54956.9 – two potential cases

6:40 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

Robert Rathie reported out Closed Session: Council met in Closed Session on all matters listed on the agenda. Council received information, provided direction and no reportable action was taken on any of the matters.

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

5. **PUBLIC HEARINGS/OTHER ACTION ITEMS:**

- a. City Council consider adopting Resolution No. 2020-, receive a presentation on the adoption of a Groundwater Sustainability Plan (GSP) for a portion of the 180/400 Foot Aquifer Sub-basin; provide direction to staff on any needed changes to the Groundwater Sustainability Plan; approve the Groundwater Sustainability Plan, and direct staff to file the Groundwater Sustainability Plan with the Department of Water Resources for their review and determination. *(Continued from January 7, 2020)*

Council Questions: Do the vernal pools and others quasi wetland areas near Highway1 overlie that area of freshwater-200,000 acre-feet, are they overlapped there? What does “data gap” refer to? Do you plan on monitoring those aquatic communities in perpetuity and then if there’s drawdown you see the effect or not? If you see an effect do you try to characterize what can be done about it? How much available information is there historically to understand changes that have happened to these eco systems/plant communities for the last eight decades? Going into the future would this information be helpful? When you went from the specific responses to each comment and then did the summary responses, where the summary responses to some comments exclusive to those specific responses or did you respond twice, once specifically and once in summary? How did the Salinas Valley Basin respond in their response to comments to our comment to them that that was unacceptable? Sustainable Management Criteria – for two different criteria we’re using two different methods or approaching them differently? Migration – is it not ok if it migrates one-foot or is it not ok if it migrates in to a new aquifer? How much migration is allowed? Currently, what is the minimum detection level? If we were to see some minimum migration of 100-feet and we were therefore bound to take trigger action might some people say that we’re spending a lot of money without characterizing how important that small migration is? Do we or the Salinas Valley Basin plan to talk about confidence intervals? Is this something we commented on that they lack that component? So, it is consistent with SIGMA to rely on data for which there’s no confidence intervals or understanding?

Public Comments:

- Margaret-Ann Coppernol – Proud of Council, staff and consultants establishing this superb GSP to secure, protect and manage our sole water supply source is courageous and commendable. Deep desire for those opposing this plan will decide to cooperate, coordinate, collaborate and be part of a creative, positive, harmonious solution so we all work together for the benefit of all. The multi-party resolution consummated with the California Coastal Commission, Save the Lands Commission and the City of Marina should provide solid testimony that our city is operating in the best interest of our citizens and the environment. Marina has every right to exercise groundwater

management authority within its own jurisdiction and for the public good. Designating the Cemex property for conservation and recreation purposes only have been in the public interest indeed for the survival of our communities and neighbors. The City of Marina along with MCWD are exceptionally capable of preserving our water supply source and preventing further deterioration of the critically over drafted Salinas Valley groundwater Basin. Our citizens stand ready to support the City of Marina GS Plan and defend the water rights it protects. Thank you for doing the right thing.

Mayor closed the public hearing for public comments.

MORTON/BERKLEY: TO APPROVE THE REVISED RESOLUTION 2020-02, TO RECEIVE A PRESENTATION ON THE PREPARATION OF THE FINAL GROUNDWATER SUSTAINABILITY PLAN FOR MGSA'S PORTION OF THE 180/400 FOOT AQUIFER SUBBASIN; AND APPROVE THE FINAL GROUNDWATER SUSTAINABILITY PLAN VOLUMES I & II, AND DIRECTS STAFF TO FILE THE FINAL GROUNDWATER SUSTAINABILITY PLAN BY JANUARY 31, 2020 WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES ALONG WITH ANY NECESSARY OR APPROPRIATE EXPLANATION OR DOCUMENTATION REGARDING THE FILING; AND SHOULD AFTER TONIGHT'S PUBLIC HEARING SHOULD THERE HAVE BEEN ANY DISCOVERED NEEDED CHANGES TO THE PLAN THAT WE DIRECT STAFF TO MAKE THOSE AND TO MAKE THE TIMELY FILING. 4-0-1-0(Urrutia) Motion Passes

6. ADJOURNMENT: The meeting adjourned at 7:45 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

January 13, 2020

Item No. **8f(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of January 22, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
ACCEPTING THE PUBLIC SAFETY BUILDING I.T. SERVER ROOM
IMPROVEMENTS PROJECT AND AUTHORIZING FILING NOTICE OF
COMPLETION WITH MONTEREY COUNTY RECORDER'S OFFICE**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, accepting the Public Safety Building I.T. server room improvements project, and;
2. Authorizing filing of Notice of Completion with Monterey County Recorder's Office.

BACKGROUND:

At the regular meeting of September 5, 2019, the City Council adopted Resolution No. 2019-90, authorizing the awarding of the contract to D&L Della Mora Heating Sheet Metal & Air Conditioning, Inc. of Marina, California for \$22,425.00 plus allocating \$2,200 for City staff construction inspection, administration, contingency and project closeout.

ANALYSIS:

A budget amount of \$24,625 was approved for the Project. The final construction cost was \$22,425.00. The project cost of inspection and administrative services was \$2,200. Therefore, the final project cost for construction was \$24,625.00.

It is appropriate to accept these public improvements and to file a Notice of Completion for the project with the Monterey County Recorder's Office ("**EXHIBIT A**"). Following Council approval, the City will receive a one year warranty bond for the project from the Contractor and release contract retention 35 days after the recording of the Notice of Completion.

FISCAL IMPACT:

None.

CONCLUSION:

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

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

REVIEWED/CONCUR:

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
ACCEPTING THE PUBLIC SAFETY BUILDING I.T. SERVER ROOM
IMPROVEMENTS PROJECT AND AUTHORIZING FILING NOTICE OF
COMPLETION WITH MONTEREY COUNTY RECORDER'S OFFICE

WHEREAS, at the regular meeting of September 5, 2019, the City Council adopted Resolution No. 2019-90, authorizing the awarding of the contract to D&L Della Mora Heating Sheet Metal & Air Conditioning, Inc. of Marina, California for \$22,425.00 plus allocating \$2,200 for City staff construction inspection, administration, contingency and project closeout, and;

WHEREAS, a budget amount of \$24,625 was approved for the Project. The final construction cost was \$22,425.00. The project cost of inspection and administrative services was \$2,200. Therefore, the final project cost for construction was \$24,625.00, and;

WHEREAS, it is appropriate to accept these public improvements and to file a Notice of Completion for the project with the Monterey County Recorder's Office ("Exhibit A"). Following Council approval, the City will receive a one-year warranty bond for the project from the Contractor and release contract retention 35 days after the recording of the Notice of Completion.

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

1. Accept the Public Safety Building I.T. server room improvements project, and;
2. Authorizing filing of Notice of Completion with Monterey County Recorder's Office.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 22nd day of January 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Exhibit A

After Recordation Return To:

City of Marina
Community Development Department
211 Hillcrest Avenue
Marina, CA 93933

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the City of Marina, a municipal corporation, did, on the 4th Day of September, 2019, enter into a contract with Granite Construction Company wherein said contractor agreed to complete all work for the Public Safety Building I.T. server room improvements project according to plans and specifications furnished by the City of Marina.

That the work under said contract was actually completed by the contractor or assignee, and accepted by the City of Marina on December 12, 2019.

The real property involved in said contract is described as various streets within the City of Marina with the property interest of the City is Owner.

Dated: January, ____ 2020

MARINA, a Municipal Corporation

BY _____
Brian McMinn
Public Works Director/City Engineer

VERIFICATION

I, the undersigned, say: I am the Public Works Director/City Engineer of the City of Marina, a Municipal Corporation, and the declarant of the foregoing notice of completion: I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2020, at Marina, California.

Brian McMinn
Public Works Director/City Engineer

January 17, 2020

Item No: **8f(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of January 22, 2020

**CITY COUNCIL TO CONSIDER AUTHORIZING THE MAYOR TO SIGN A
LETTER OPPOSING SB 50 (WEINER) PLANNING AND ZONING,
HOUSING DEVELOPMENT INCENTIVES OPPOSE UNLESS AMENDED**

REQUEST:

It is requested that the City Council consider:

1. Authorizing the Mayor to sign a letter opposing SB50 (Weiner) Planning and Zoning, Housing Development Incentives Oppose Unless Amended

BACKGROUND:

SB50 (Weiner) Planning and Zoning, Housing Development Incentives would authorize a development proponent of a neighborhood multifamily project located on an eligible parcel to submit an application for a streamlined, ministerial approval process that is not subject to a conditional use permit. The bill would define a “neighborhood multifamily project” to mean a project to construct a multifamily structure on vacant land, or to convert an existing structure that does not require substantial exterior alteration into a multifamily structure, consisting of up to 4 residential dwelling units and that meets local height, setback, and lot coverage zoning requirements as they existed on July 1, 2019. The bill would also define “eligible parcel” to mean a parcel that meets specified requirements, including requirements relating to the location of the parcel and restricting the demolition of certain housing development that may already exist on the site

League of California Cities is requesting local cities bring before their council authorization for their mayors to sign a letter opposing SB50 unless amended (**“EXHIBIT A”**).

CONCLUSION:

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

Respectfully submitted,

Layne Long
City Manager
City of Marina

City of Marina

City of Marina
 211 HILLCREST AVENUE
 MARINA, CA 93933
 831- 884-1278; FAX 831- 384-9148
www.cityofmarina.org

January 23, 2020

The Honorable Scott Wiener
 Senator, California State Senate
 State Capitol Building, Room 5100
 Sacramento, CA 95814

Subject: **Re: SB 50 (Weiner) Planning and Zoning, Housing Development Incentives**
Oppose Unless Amended (as amended 01/06/2020)

Dear Senator Weiner:

The City of Marina must continue to oppose SB 50 unless the measure is further amended to address our key concerns. The amendments taken on January 6, 2020 do not take into account our primary objections to SB 50. However, Marina is pleased to see that recent amendments attempt to create an alternative planning process for jurisdictions to develop a “local flexibility plan” that, if approved by the California Department of Housing and Community Development (HCD), would exempt cities from nearly all aspects of SB 50 with the exception of requiring fourplexes in single-family zones. Unfortunately we can’t evaluate whether the “local flexibility plan” is a viable alternative because the amendments do not clearly identify the elements of the plan.

Specific Concerns with the January 6, 2020 Amendments

It appears that the intent of the amendments is to provide local governments with an opportunity to develop their own plan to meet the goals and objectives of SB 50. Although the goal of increased density around transit is clear; the goal of the bill regarding a jobs-rich housing project is not.

The amendments, as drafted, raise the following concerns:

- **Without clearly identified criteria, we are unable to evaluate** whether the “local flexibility plan” is actually a viable alternative planning option.
- **OPR and HCD are tasked with developing “rules, regulations, or guidelines”** for the submission and approval of a local flexibility plan” without sufficient direction from the Legislature. This rulemaking process is exempt from the Administrative Procedures Act, thus allowing the Office of Planning and Research (OPR) and HCD to craft rules, regulations, or guidelines with little to no public input or oversight.
- **The elements of the plan are not clear:** Further Legislative direction is required.
 - “Achieve a standard of transportation efficiency as great or greater than if the local government were to grant equitable communities incentives.” SB 50 does not contain any language regarding “transportation efficiency.” Therefore, it is not possible to determine how HCD, OPR or a local government will determine how to meet this standard or how a “local flexibility plan” is expected to comply with this standard.

- “Increase overall feasible housing capacity for households of lower, moderate, and above moderate incomes, considering economic factors such as cost of likely construction types, affordable housing requirements, and the impact of local development fees.” The override provisions of SB 50 do not contain any language regarding “feasible housing capacity for households of lower, moderate, and above moderate incomes,” nor does it address “economic factors such as cost of likely construction types, affordable housing requirements, and the impact of local development fees.” Therefore, it is not possible to determine how HCD, OPR or a local government will determine how to meet this standard or how a “local flexibility plan” is expected to comply with this standard.
- SB 50’s “community plan” for sensitive communities provides a much clearer alternative and should be considered as a possible alternative planning process for all jurisdictions.

As a community, we have worked hard the last few years to update our Housing Element and are in the beginning stages of updating our General Plan. The constant moving target created by bills that grant exceptions to local regulations creates confusion and frustration for our citizens who participate in efforts to help define their vision for our communities.

We are currently development a Specific Plan for our downtown, which includes building heights of up to five stories, anticipating the need to provide housing and meet our RHNA numbers. As new legislation such as this comes along, it calls into question why we are going through efforts to spend our limited funds, time, and citizen’s involvement in creating the inclusive, welcoming community that Marina is striving to become.

We feel it is important that Developers should be partners and not be allowed to override locally-developed housing elements which identify adequate sites with sufficient density to accommodate our regional housing needs.

We are also concerned with the lack of clarity included in the proposed bill. While the efforts to address housing needs is essential, the lack of clarity concerning certain phrases in the bill, such as what constitutes a” jobs-rich area,” needs to be defined in the legislation.

For these reasons, the City of Marina oppose SB 50 unless amended.

Sincerely,

Bruce Delgado
Mayor
City of Marina

cc. Senator Bill Monning
Assembly Member Mark Stone
Deanna Sessums, dsessums@cacities.org
League of California Cities, cityletters@cacities.org

January 14, 2020

Item No: **8g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of January 22, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING AN AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE CITY OF MARINA AND JOBY AERO, INC FOR THE
BUILDING LOCATED AT 741 NEESON ROAD (BUILDING 527) AT THE
MARINA MUNICIPAL AIRPORT, AUTHORIZING FINANCE
DIRECTOR TO MAKE NECESSARY ACCOUNTING AND
BUDGETARY ENTRIES, AND AUTHORIZING CITY MANAGER TO
EXECUTE LEASE AGREEMENT ON BEHALF OF THE CITY,
SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020- , approving an Amendment to the Lease Agreement between City of Marina and Joby Aero Inc for the building located at 741 Neeson Road (Building 527) at the Marina Municipal Airport; and
2. Authorizing Finance Director to make necessary accounting and budgetary entries; and
3. Authorizing City Manager to execute Lease Agreement subject on behalf of the City, subject to final review and approval by City Attorney.

BACKGROUND:

On April 18, 2019, the City entered a lease for the 39,466 square foot building located at 714 Neeson Road (Building 527) at the Marina Municipal Airport. The space includes 27,715 square feet of hanger, officer and miscellaneous space on the first floor and 11,751 square feet of second floor space. The executed Lease is attached as “**EXHIBIT A**”.

ANALYSIS:

Building 527 is a former military maintenance hangar. Since being deeded to the City in the mid-1990’s, the building has not seen significant improvements. Joby has been, and will continue to make, significant improvements to the office and hanger space of the building. These improvements and the occupation of the office space by new employees will require that certain improvements be made to improve access to persons with disabilities, as required under the American Disability Act (ADA). These improvements will include the installation of an elevator, reconstruction of the stairway that accesses the second-floor office space, and redesign and construction of bathroom facilities. It is estimated that these improvements will between \$300,000 and \$500,000.

Under the approved Lease Agreement Joby Aero Inc is responsible for the ADA upgrades to the building. The current terms include:

- Term of 5 years with one 3-year option
- \$0.33 per sf increasing by 3.5% annually

Due to the high cost of the ADA upgrades required to the building, staff is supporting the amendment to the terms of the agreement as follows:

- Extend the term to 10 years with mutual option to extend for 5 additional years
- \$0.33 per sf
 - Defer annual rent escalation for the first 5 years
 - At the end of 5 years, rent will be at a level it would be had a 2.5% annual escalator been employed during the 5-year deferral.
 - At year 6 to the termination of the lease the rent will be increased annually by 3.5%

The changes have been incorporated into the attached Amendment to the existing Lease Agreement (**“EXHIBIT B”**).

Over the 10-year term of the lease, the total rent collected would be \$1.5million under the proposed changes. This is approximately \$81,080 total less rent revenue than would be collected under the current terms. However, this reduction in rent would still not cover the \$300,000 - \$500,000 in ADA improvements that Joby will be making to the building.

Additional Leasehold

In addition to the changes included in the proposed Amendment to the Lease Agreement, an expansion to the leasehold area is also included. Currently, the leasehold extends 60-feet to the north of the building, and 30-feet to the east of the building. Joby has requested that the leasehold area be expanded to 75-feet on the north and 40-feet to the east.

Joby has requested the leasehold expansion to allow for new structures to be built immediately abutting the north elevation of the building. One structure would be 75’ x 60’ and would house an autoclave used in the production of the wing assembly of their aerial vehicle. The other structure would be 125’ x 75’ and would be used for aviation related tool storage. Between these two new structures would be an opening that allows active aircraft to enter and exit the existing hanger.

The new structures proposed by Joby would be constructed by Joby, therefore this portion of the leasehold would be a ground lease equivalent lease rate of \$.03 per square foot (consistent with the larger building ground lease). This rate has been included in the rent totals contained in the Amendment to the Lease Agreement (13,875 s.f. x \$.03 = \$416 mo.).

Benefits of the proposed Amendment to the Lease include:

- Joby continuing to improve and revitalize the building through office modernization, ADA upgrades and hanger space improvements.
- The ADA upgrades are required in order for the office space to be fully utilized and new high paying jobs can be added at the facility.
- The lease of Building 507 still creates ongoing/reoccurring building lease revenue for the Airport.

COUNCIL PRIORITIES

At the March 2019 City Council retreat, the council identified a number of priorities. This item addresses one of the established priorities.

FISCAL IMPACT:

Should the City Council approve this request, anticipated annual rent revenue to the airport will be \$161,196 for the first 5-years, increasing to \$211,325 at year 10. Building lease rent revenue is recorded to FY 2018-19 Budget, Airport Operations Fund 555, Facilities Rents Building Rents, Account No. 555.000.000.00-5460.220.

CONCLUSION:

This request is submitted for the City Council/Airport Commission consideration and approval

Respectfully submitted,

Matthew Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN
THE CITY OF MARINA AND JOBY AERO, INC FOR THE BUILDING
LOCATED AT 741 NEESON ROAD (BUILDING 527) AT THE MARINA
MUNICIPAL AIRPORT, AUTHORIZING FINANCE DIRECTOR TO MAKE
NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND
AUTHORIZING CITY MANAGER TO EXECUTE LEASE AGREEMENT ON
BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL
BY CITY ATTORNEY

WHEREAS, on April 18, 2019, the City entered a lease for the 39,466 square foot building located at 714 Neeson Road (Building 527) at the Marina Municipal Airport, and

WHEREAS, Building 527 consists of approximately 39,466 square feet including 27,715 square feet of hangar, office and miscellaneous use space located on the ground floor; and space on the second floor; and

WHEREAS, building 507 is a former military maintenance hangar that does not meet the current American Disability Act (ADA) accessibility standards; and

WHEREAS, Joby Aero, Inc.'s job creation and effort to improve the building necessitate bringing the building to today's ADA accessible standards; and

WHEREAS, required ADA upgrades include the installation of an elevator, reconstruction of the stairway that accesses the second-floor office space, and redesign and construction of bathroom facilities. It is estimated that these improvements will cost between \$300,000 and \$500,000; and

WHEREAS, Joby Aero, Inc. has requested certain changes to terms of the current lease due to the high cost; and

WHEREAS, currently, the leasehold extends 60-feet to the north of the building, and 30-feet to the east of the building. Joby has requested that the leasehold area be expanded to 75-feet on the north and 40-feet to the east, for a total of 13,875 square feet; and

WHEREAS, the expanded portion of the leasehold would be a ground lease equivalent lease rate of \$.03 per square foot; and

WHEREAS, staff and City Attorney's office have prepared and Joby Aero, Inc. has reviewed the Amendment to the Lease Agreement for Building 507 ("**EXHIBIT "B"**"). The Amendment to the Lease Agreement provides for:

- Extension of the Term to 10 years with mutual option to extend for 5 additional years
- \$.33 per sf
 - Deferred annual rent escalation for the first 5 years
 - At the end of 5 years, rent will be at a level it would be had a 2.5% annual escalator be employed during the 5-year deferral.
 - At year 6 to the termination of the lease the rent will be increased annually by 3.5%
- \$.03 per sf ground lease area with same escalator provisions as above.

WHEREAS, anticipated annual rent revenue to the airport will be approximately \$161,196. Building lease rent revenue is recorded to FY 2018-19 Budget, Airport Operations Fund 555, Facilities Rents Building Rents, Account No. 555.000.000.00-5460.220.

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

1. Approve the Amendment to the Lease Agreement between City of Marina and Joby Aero Inc, for the building located at 741 Neeson Road (Building 527) at the Marina Municipal Airport; and
2. Authorize Finance Director to make necessary accounting and budgetary entries; and
3. Authorize City Manager to execute Lease Agreement on behalf of the City, subject to final review and approval by City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 22nd day of January 2020, 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

MARINA MUNICIPAL AIRPORT

**LEASE BETWEEN
THE CITY OF MARINA**

AND

JOBY AERO, INC.

for

BUILDING 527

Recording Requested by and)
When recorded mail to:)
City Clerk)
City of Marina)
857 Cass Street, Suite D.)
Monterey, California 93940)
APN 031-112-021)
_____)

LEASE

THIS LEASE (the "Lease"), made and entered into this 18th day of April 2019, by and between the **CITY OF MARINA**, a California municipal corporation ("City"), and **JOBY AERO, INC.** a corporation of the State of Delaware registered to do business in California ("Tenant"), as follows:

Recitals:

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

- A. City owns and operates the Marina Municipal Airport (the "Airport") located in the City of Marina. The Airport was formerly known and operated by the U.S. Army as Fritzsche Airfield and was part of the Fort Ord Military Reservation.
- B. Tenant desires to lease a portion of the Airport real property, which includes a structure formerly utilized by the U.S. Army as an aircraft hangar and office facility, for use in the Tenant's aeronautical use in connection with Tenant's business of developing, designing, engineering, tooling, testing, manufacturing and the sale of aircraft and aircraft components and for the storage of active/airworthy aircraft or performing final assembly of aircraft under construction, or for repairing and storing tools and materials used for aircraft or for any one of the "aeronautical uses.
- C. On February 14, 2019, the City received approval of the terms and conditions of this Lease by the Federal Aviation Administration ("FAA") as an aeronautical lease.
- D. As the lease of an existing public structure this Lease is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Categorical Exemption 15301.
- E. It is mutually agreed that this Lease is upon and subject to the following terms, covenants, conditions and provisions and Tenant covenants, as a material part of the consideration of this Lease, 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 Lease is made upon the condition of such performance and compliance.

Terms and Conditions

ARTICLE 1. LEASE OF PREMISES, EASEMENT AND RESERVATION, TERM

1.01 **Leased Premises.** City hereby leases to Tenant, and Tenant hereby leases from City the following real property and premises (the "Premises"), being a portion of the Marina Municipal Airport, located within and around Building Number 527 (the "Building" or "Building 527") located at 741 Neeson Rd., Marina, County of Monterey, California, as shown on **Exhibit A**, attached hereto and made a part hereof. The interior space leased consists of approximately 39,466 square feet including 27,715 square feet of hangar, office and miscellaneous use space located on the ground floor of Building 527 as outlined and designated on the floor plan attached hereto as **Exhibit B** and made a part hereof. The Premises includes one restroom facility, located on the ground floor, accessible to persons with disabilities ("ADA compliant restroom") and the Building is otherwise noncompliant with the Americans with Disabilities Act ("ADA"). The exterior area includes the area shown on **Exhibit A**. An easement is granted for ingress to and egress from the leased Premises for vehicles and the following rights, appurtenances, and easements and no others:

a) The exclusive use of certain portions of the surrounding paved areas and parking lots as shown on **Exhibit A**. City reserves the right to designate alternate parking areas for Tenant's use. Tenant may, in a manner approved in advance and in writing by the City, mark or designate parking spaces for its use.

b) The furniture, furnishings, fixtures, and equipment, if any, to be set forth in the Schedule of Property attached hereto as **Exhibit C** and made a part hereof.

The foregoing rights shall terminate simultaneously on expiration or sooner termination of this Lease.

1.02 **Easement and Reservation.** The following described easement and reservation is hereby reserved by the City:

a) **Avigation Easement.** The leased Premises shall be subject to an easement and right of way for the unobstructed passage of aircraft in the airspace above the leased Premises, which is reserved by City for the benefit of itself and all members of the general public operating aircraft which land at or take off from the Airport. Concomitant and coextensive with said easement and right of way, City and general public shall have the further right to cause in all airspace above the surface of the leased Premises such noise, vibrations, fumes, dust, fuel particles, and other effects that may be caused by the operation of aircraft landing at or taking off from or otherwise operating at the Airport. In connection with this easement and right of way, Tenant agrees not to cause or permit any structure, natural growth, or other object on the leased Premises which extends into the airspace over the leased Premises more than 210 feet above mean sea level, and not to use or permit the use of the leased Premises in such a manner as to create electrical interference with radio communications between aircraft and the Airport, to make it difficult for flyers to distinguish between airport lights and other lights, to impair visibility in the vicinity of the Airport, or to otherwise endanger aircraft landing at or taking off from the Airport. Tenant further agrees that in the event it causes or permits any structure, natural growth, or other object on the leased Premises which extends into the airspace over the leased Premises more than 210 feet above mean sea level, or otherwise causes or permits any condition on the leased Premises which endangers aircraft landing at or taking off from the Airport, then City shall have the right to

enter upon the leased Premises and to remove such structure, natural growth, object or condition endangering aircraft landing at of taking off from the Airport, all at Tenant's sole cost and expense.

b) **Utility Reservation.** City reserves the right to install, lay, construct, maintain, repair and operate 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 leased Premises. No right reserved by the City in this clause shall be so exercised as to interfere unreasonably with Tenant's operations or to impair the security of any secured creditor of Tenant.

c) **Parking.** The City reserves the right, with prior written notice to Tenant, to use the parking area in conjunction with special events held at the Airport (see 2.03 below). In making use of the parking area, City shall consider and make a good faith effort to alleviate adverse effects on Tenant's operations. City and Tenant agree to reasonably cooperate concerning the City's occasional use of the parking area.

1.04 **Term.** The term of this Lease ("Term") shall be effective upon March 20, 2019 (the "Effective Date"). City shall confirm the Effective Date of this Lease in writing to the Tenant. The Term shall continue for five years following the Effective Date, to the "Expiration Date" five years hence unless terminated earlier as provided herein.

1.05 **Conditional Option to Extend.** City shall have the conditional right and option to renew and extend the term of this Lease by written amendment for an additional period of three years only, through the election and exercise of one three-year option following the Expiration Date in §1.04 hereof. This option is conditional upon FAA approval and Tenant's acceptance of the terms of the lease amendment. This option may be exercised by the City by its giving written notice of its intent to extend this option to the Tenant not sooner than 210 nor less than 180 days before the expiration of the Term.

1.06 **Option to Extend – Rent Payable.** The monthly rent to be paid by the Tenant for the conditional three-year option will be increased by three and one half percent (3.5%) above the monthly rent payable in the final year of the Term as follows:

Rent for Year One of first option to extend =	\$15,468.00 per month.
Rent for Year Two of first option to extend =	\$16,009.00 per month.
Rent for Year Three of first option to extend =	\$16,569.00 per month.

1.07 **Holding Over.** Any holding over after the expiration of the initial or extended term of this Lease with the consent of the City shall be construed to be a tenancy from month-to-month at a monthly rental equal 125% of the monthly rental for final month of the previous term. Tenant's occupancy during any period of holding over shall otherwise be on the same terms and conditions herein specified so far as applicable.

1.08 **Tenant Option to Elect Early Termination.** Provided Tenant is in compliance with all terms and conditions of this Lease including, but not necessarily limited to the payment of rent and other charges, Tenant shall have the option to terminate this Lease following the end of the twenty-fourth month following the Effective Date by giving written notice to the City of Tenant's election to terminate this Lease at least 180 days prior to the early termination date.

ARTICLE 2. USE OF LEASED PREMISES

2.01 **Use.** This Lease is made for the purpose of allowing Tenant's commercial, aeronautical, use of the leased Premises and for granting Tenant certain rights and privileges to occupy Building 527 and to use the adjacent areas designated for parking for Tenant's use. Tenant may use the Premises in its business of aviation-related manufacturing, assemblage or research and aviation-based services, supplies or retail including developing, designing, engineering, tooling, testing, manufacturing and the sale of aircraft and aircraft components; and must continually use the Premises at all times under the term of this Lease for the storage of active/airworthy aircraft or performing final assembly of aircraft under construction, or for repairing and storing tools and materials used for aircraft or for any one of the "aeronautical uses: as now set forth in the Section II (b) of the FAA's "Final Policy on Non Aeronautical Use of Airport Hangars" published in the Federal Register on June 15, 2016, or as that Policy may be amended in the future concerning the aeronautical use of hangars. A use by the Tenant, or any subtenant or successor in interest, other than in conformation to those described in the Final Policy on Non Aeronautical Use of Airport Hangars shall require the prior written amendment of this Lease and may require a use permit from the City. There shall be no outdoor storage except within fenced and screened areas approved in advance and in writing by the City or for storage of hazardous materials approved in advance and in writing by the City's Fire Chief. Tenant shall not use the leased premises, or any part thereof, or permit them to be used for any purpose, including residential purposes, other than the purpose specified herein without the consent of the City, such consent not to be unreasonably withheld.

The Tenant by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the leased Premises in any manner that might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the Tenant.

2.02 **Airport Rules & Regulations.** In making use of the leased Premises as specified in this Lease the Tenant shall, in common with all other users of the Airport, comply with the following rules and regulations:

a) Tenant acknowledges that it has received and reviewed a copy of the City's Airport Operating Ordinance (Marina Municipal Code Chapter 13.22) and shall comply with the minimum operating standards or requirements promulgated by City and applicable to each of Tenant's activities on the Airport.

b) Subject to the provisions of the California Code of Civil Procedure §731a, Tenant shall not do or permit to be done upon the Premises any act or thing which constitutes a nuisance, i.e., which may disturb the quiet enjoyment of City, any other tenant of City or private businesses on adjacent land or neighboring property. If City notifies Tenant that such a nuisance or disturbance exists, Tenant agrees, within 72 hours from receiving written notice by the City, to abate or otherwise cause said nuisance to be cured. In the event Tenant has not taken corrective action within 72 hours, the City may enter and abate said nuisance, including but not limited to entering the Premises and abating the nuisance or disturbance, at the expense of Tenant without any liability whatsoever to City for monetary loss or anticipated profits of Tenant or others.

c) Tenant shall have the right, at its expense, to place in the leased Premises a sign or signs

identifying Tenant. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved in advance by the City and in conformance with any overall directional graphics or sign program established by the City including section 17.28.060 of the City's Zoning Ordinance. Tenant shall expeditiously submit its application to the City Planning Department to process Tenant's request for a sign or signs to be affixed to the leased Premises, to be readily visible from Imjin Road. City's approval shall not be delayed or withheld unreasonably. Notwithstanding any other provision of this Lease, any signs shall remain the property of Tenant. Tenant shall remove, at its own expense, all lettering, signs and placards so erected on the Premises upon termination of this Lease.

d) Tenant shall have the right, at its expense, to place in or on the Premises trade fixtures, furnishings, personal property, equipment and materials necessary to perform any services provided for or authorized hereunder. Said trade fixtures, furnishings, personal property, equipment and materials shall remain the property of Tenant.

e) Tenant shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business provided for and authorized hereunder, including rules and regulations promulgated by the City, and Tenant shall maintain in effect and post in a prominent place all necessary or required licenses or permits, including an Occupancy Permit obtained pursuant to Marina Municipal Code, Chapter 15.54 and a City business license pursuant to Marina Municipal Code Title 5, prior to commencing occupancy and operations. Tenant shall prepare an Emergency Action/Fire Protection Plan. Current plan shall be kept on file with the City's Fire Department.

f) Tenant agrees at its own expense to keep and maintain on the leased Premises portable fire extinguishers of such number, size and type as may be prescribed from time to time by the regulations of the City's Fire Department.

g) Tenant shall be responsible for the maintenance and repair of the Premises as set forth in §10.02 of this Lease and shall keep and maintain the Premises in good condition, order and repair, and shall surrender same upon the expiration of this Lease in the condition in which they are required to be kept, reasonable wear and tear and damage by the elements not caused by Tenant's negligence excepted. Tenant, by this Lease, specifically waives the provisions of §§1941 and 1942 of the California Civil Code with respect to the landlord's obligations for the tenantability of leased Premises and the Tenant's right to make repairs and deduct the expenses of such repairs from rent.

h) Semi-trucks and trailers delivering materials and shipping finished products shall not do so within the Airport operations area unless approved by the Airport Services Manager in writing. Email shall be acceptable for this purpose). Delivery vehicles shall be under the control and/or escort of a representative of the tenant at all times while on the Airport operations area. Semi-trucks and trailers must not be parked in any area of the Airport including the parking lot after delivery or pickup operations are completed.

i) Tenant understands and agrees that its right to use the leased Premises for the purposes provided for by this Lease shall not be, and shall not be construed to be, exclusive of the right of any other person or firm to operate the same or a similar business at the Marina Municipal Airport and to lease premises at the Airport from the City for such purposes, within the meaning of §308A of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1349a). City reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Tenant by this Lease, excepting any rights with respect to the use or possession of the leased Premises.

j) Tenant shall, in good faith use its best efforts to efficiently utilize the facilities covered by this Lease in order to promote and aid the commerce of the Marina Municipal Airport and the use of its facilities at no additional cost to Tenant.

2.03 **Special Events**. Tenant understands and acknowledges that the City will, from time to time, conduct special events at the Airport. Tenant agrees to cooperate with the City concerning these events (e.g. allowing the City to use the Premises Parking Area during weekends). City shall provide not less than 14-days prior written notice to Tenant of any special event which is expected to have an impact on Tenant's operations or use of the property.

ARTICLE 3. USE AND MAINTENANCE OF AIRPORT FACILITIES

3.01 **Maintenance of Airport Facilities**. The City reserves the right but shall not be obligated to the Tenant to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport together with the right to direct and control all activities of the Tenant in this regard.

3.02 **Aerial Approaches**. City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

3.03 **FAR Notification Requirements**. Tenant agrees to comply with the notification and review requirements covered in of the Federal Aviation Regulations in the event future construction of a building is planned for the leased Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the leased Premises. This requires the submission of FAA Form 7460-1 *Notice of Construction or Alteration to the FAA*. The Tenant by accepting this Lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit objects of natural growth or other obstructions on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of Tenant.

3.04 **FAA Safety & Security Rules & Regulations**. Tenant will conform to Airport and FAA safety and security rules and regulations regarding use of the Airport operations area including runways, taxiways, and aircraft aprons by vehicles, employees, customers, visitors, etc., in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered or required by the Airport; and will be subject to penalties as prescribed by the Airport Manager for violations of the Airport safety and security requirements.

3.05 **Non Interference with Landing and Taking off of Aircraft**. The Tenant by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the

Premises hereby leased and cause the abatement of such interference at the expense of the Tenant.

ARTICLE 4. RENTS AND FEES

4.01 Time and Place of Payment. Tenant shall pay all rental charges and all other obligations due to the City under this Lease every month in advance on or before the first day of the month during the term of this Lease at the office of the City Finance Director, City Hall, 211 Hillcrest Avenue, Marina, California 93933. The rent for certain months of this Lease may be pro-rated. For purposes of calculating and pro-rating rents and other charges due, each month shall be considered to have 30 days, and each year of the initial or any extended term of this Lease to have 360 days.

4.02 Rent: Initial Rent Amount. The monthly rent payable shall be \$13,024.00 (at the rate of \$0.33 per square foot). Thereafter for the initial term the rent shall increase annually by three and one half percent (3.5%) above the monthly rent payable in the prior year as follows:

Rent for Year Two =	\$13,480.00 per month.
Rent for Year Three =	\$13,952.00 per month.
Rent for Year Four =	\$14,440.00 per month.
Rent for Year Five =	\$14,945.00 per month.

Tenant shall also pay as additional rent, every month as provided above, the amounts set forth in Article 12 herein for utilities (water, sewer, and gas), trash collection and assessments. The rent payable under this Lease shall be triple net (*i.e.*, Tenant shall pay all of its operating expenses, insurance premiums and taxes including possessory interest tax). Rent and all net charges shall commence upon the Effective Date.

4.03 Delinquency Charge. Tenant hereby acknowledges that late payment by Tenant of rent and other sums due hereunder will cause the City to incur costs not contemplated by this Lease, the exact amount will be extremely difficult to ascertain. Should any payments due under this Lease remain unpaid ten days after the due date of such payment, a penalty of 10% shall be added to any payments past due. City may, but is not required to, provide written notice to Tenant of Tenant's failure to pay rent when due. City and Tenant agree that this late charge represents a fair and reasonable estimate of costs that the City will incur by reason of the late payment of rent by the Tenant. Acceptance of any such late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent the City from exercising any of the other rights and remedies available to it by reason of such default. Interest on any unpaid rents, charges and any penalty shall accrue at the rate of 1.5% per month thereafter until paid.

4.04 Performance Deposit. Upon execution of this Lease, Tenant will pay to the City the sum of \$15,000.00, deposited with the City's funds as partial security of future rental and other payments due. The parties agree that these funds will remain on deposit with the City and shall be considered a performance deposit under this Lease. In the event the City is required to utilize this deposit or any portion thereof during the term of this Lease for the payment of rents, charges, or fees due, Tenant within thirty (30) days from such use of the deposit funds shall deposit with the City an additional sum sufficient to restore the performance deposit to the amount herein set forth. This performance deposit, or any remaining portion thereof, shall be returned to the Tenant at the termination of this Lease, after deduction of any amounts therefrom for payment of any obligation of Tenant due and owing to the City under any of the provisions of this Lease.

4.07 **Accord and Satisfaction.** No payment by Tenant or receipt by the City or a lesser amount of any sum due hereunder shall be deemed to be other than on account of the earliest due rent or payment, nor shall any endorsement or statement on any check or payment, or any letter accompanying any such check or payment, be deemed an accord and satisfaction, and the City may accept such check or payment and pursue any other remedy available in this Lease, at law or in equity. The City may accept any partial payment from Tenant without invalidation or any contractual notice require to be given herein (to the extent such contractual notice is required) and without invalidation of any notice require to be given pursuant to California Code of Civil Procedure section 1161 *et seq.*, or any successor statute thereto.

4.08 **Commissions.** City shall not be liable for the payment of any brokerage commissions or fees associated with this Lease to engineers, contractors, or attorneys working on behalf of Tenant.

ARTICLE 5. TAXES AND ASSESSMENTS

5.01 **Payment.** Tenant shall meet all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted including a **possessory interest tax** created by this Lease, permit and license fees, it being understood by Tenant that although the public property is held in public ownership, **Tenant's interest therein will be taxable as a possessory interest** (California Revenue & Taxation Code §107.6). Tenant shall pay any personal property taxes levied on Tenant's inventory, furnishings, personal property or trade fixtures. Tenant may, at its sole expense and cost, contest any tax or fee. All taxes, fees, assessments, charges, etc. shall be paid prior to their delinquency date and satisfactory evidence that such taxes have been paid shall be furnished to the City.

5.02 **Joint Assessment.** If the Premises are not separately assessed, Tenant's liability shall be an equitable portion of the possessory interest taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by the City from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. The City's reasonable determination thereof, in good faith, shall be conclusive.

5.03 **Assessment by the Monterey County Water Resources Agency (MCWRA).** Tenant shall pay any assessment levied by the MCWRA. If the leased Premises are not separately assessed by MCWRA, Tenant's liability shall be an equitable portion of the MCWRA assessment for all of the land and improvements of which the Premises are a part included within the parcel(s) so assessed, such proportion to be determined by the City from the respective valuations assigned in the MCWRA's work sheets or such other information as may be reasonably available. The City's reasonable determination thereof, in good faith, shall be conclusive provided, however, Tenant may appeal the City's determination of the proration of any MCWRA assessments to the City Council, whose decision shall be final. In the event Tenant fails to pay any assessment when due, the City may, at its option, pay the same and collect from Tenant's performance deposit (see Section 4.06) the amounts so disbursed, plus interest at the rate of 10% per annum or fraction thereof.

ARTICLE 6. SUBORDINATE TO FEDERAL AGREEMENT AND REGULATIONS

6.01 **Subordinate to Agreements with U.S.** This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States government or any department thereof relative to federal aid for the development and maintenance of

the Airport or the development, operation or maintenance of the Airport. Failure of the Tenant or any occupant to comply with the requirements of any existing or future agreement between the City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Tenant's rights hereunder. Tenant acknowledges it has been given an opportunity to review the Deed of Conveyance for the leased Premises from the U.S. Army to the City and agrees to comply with all requirements pertinent to Tenant's activities contained in that document.

6.02 War or National Emergency. This Lease and all provisions hereof shall be subject to whatever right the United States government has affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

6.03 Conformance with Federal Aviation Administration Regulations. Tenant agrees that Tenant's use of the leased Premises, including all future construction, modification or alteration thereon, shall comply with all applicable Federal Aviation Administration regulations now in force or that may be hereafter adopted by Federal authority. This Lease and Tenant's occupancy of the leased Premises is governed by and subject to the provisions set forth in the Federal Aviation Administration Assurances ("Exhibit D") attached hereto and incorporated herein by this reference and as they may be amended in the future. In the event of a conflict between the Federally Aviation Administration Assurances and the terms and conditions of this Lease, the Federally Aviation Administration Assurances shall prevail and control.

6.04 Federal or State Grants. City and Tenant agree to mutually cooperate in any application for such economic development grants and loans as may be available to City or Tenant for relocation, job training and economic development of the Airport.

ARTICLE 7. NON-DISCRIMINATION

7.01 Non-Discrimination.

(a) Tenant, for its personal representatives successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated on the leased Premises for a purpose for which a Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) Tenant, for its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased Premises, (2) that, in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the leased Premises in compliance with all other requirements imposed by or pursuant to 49

CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Tenant or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of, personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the City as the Airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the City as the Airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

(d) In the event of breach of any of the nondiscrimination covenants, City (through the City Manager/Airport Manager) shall have the right to terminate this Lease, and to re-enter the Premises, and hold the same as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 Code of Federal Regulations Part 21 are followed and completed including expiration of appeal rights.

7.02 Compliance with Non-Discrimination Covenants. Without limiting the generality of any other terms or provisions of this Lease, noncompliance with Section 7.02 above shall constitute a material breach thereof and in the event of such noncompliance City (through the City Manager/Airport Manager) shall have the right to terminate this Lease and the estate hereby created without liability therefor or, at the election of the City of the United States, either or both said governments shall have the right to judicially enforce Sections 7.01 and 7.02 of this Article 7.

7.03 Covenants in Other Ancillary Agreements. Tenant agrees that it shall insert the above two (2) provisions in any agreement, sublease, assignment or other agreement by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or non aeronautical services to the public on the Premises.

ARTICLE 8. CONDITION OF THE PREMISES

8.01 Acceptance of Leased Premises. Tenant understands that the leased Premises were formerly used by the federal government as part of an Army air base, that surrounding lands which were also part of such Army air base have, in the past been found to contain concentrations of volatile organic chemicals which exceed standards prescribed by the environmental agencies and the state and federal governments. Pursuant to Health & Safety Code §25359.7(a) Tenant is provided this notice that the structure may contain asbestos materials and lead-based paints. The City has provided to the Tenant an asbestos survey report prepared by the U.S. Army Corps of Engineers for Building 527, which is attached hereto as **Exhibit E**. Tenant acknowledges that City has granted to Tenant the right to review all maps and records of the old Army air base presently on file in the office of the City's Planning Department as well as the right to inspect the leased Premises and perform any tests of the soils and improvements thereon or the groundwater thereunder, all in order to afford Tenant a full and complete opportunity to investigate and determine whether the leased Premises can be used for the

purposes for which it is being leased.

8.02 No Warranty. Tenant 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 leased Premises or the suitability of the Premises for its intended use, save and except for the representation and warranty that no City officer, employee, contractor, subcontractor, tenant, subtenant or agent has caused any condition of pollution or contamination which may now exist on the leased Premises. Such representation and warranty, however, shall not extend to any condition of pollution or contamination caused by the federal government. Upon entering into occupancy, Tenant also agrees to accept the leased Premises in its present condition and "as is", with respect to all conditions which may now exist on or under the leased Premises save and except for any condition of pollution or contamination caused by an officer, employee, or agent of City. Moreover, Tenant agrees to waive any claim or right of action against the City which Tenant now has or hereafter may acquire arising out of the condition of the leased Premises, its soils and/or the groundwater underlying the leased Premises, including but not limited to any claim of indemnity which Tenant may have by reason of costs incurred by Tenant arising out of the abatement or cleanup of any pollution or contamination condition discovered on the leased Premises hereinafter required under applicable state, federal or city laws or regulations save and except for a claim or right of action arising out of a condition of pollution or contamination caused by an officer, employee or agent of the City. Tenant is not responsible for the cost of environmental abatement, remediation or cleanup of pollution or contamination which is unrelated to the activities of the Tenant, or its officers, employees, agents, contractors or invitees, on the Premises. As of the Effective Date, Tenant waives, releases and discharges the City, its Council, Commissions, Boards and Departments, their respective elected and appointed officials, officers, employees, agents, representatives and attorneys from any and all present and future claims, demands suits, legal and administrative proceedings, and from all liability, damages, losses, costs, liabilities, fees and expenses (including without limitation attorney's fees) arising out of or in any way connected with the Tenant's use, maintenance, leasehold or operation of the leased Premises, any Hazardous Materials, contamination in any state on the leased Premises, however the Hazardous Materials came to be placed there. Tenant acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code of Civil which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

To the extent of the release set forth in this Section 8.02, Tenant hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Tenant's Initials: JB

8.03 Americans with Disabilities Act (ADA). The Building 527 described in this Lease and the real property of which it is a part has not undergone inspection by a certified access specialist (CASP) and has not been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53. In accordance with a written agreement between the City and the Tenant per California Civil Code section 1938(b). Tenant understands and acknowledges that, with the exception of: (1) an ADA compliant path of travel from the public way to inside the building, including common area; and the ADA compliant restroom on the first floor of the Building, the City makes no representation concerning the premises compliance with the ADA. A CASp can inspect the premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a

CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises. Tenant is solely responsible for determining whether or not Tenant's intended use of Building 527 will be or is in compliance with the ADA. The City and Tenant acknowledge that certain portions of Building 527 remain inaccessible for some disabled individuals. Upon the Effective Date of this Lease, Tenant shall be responsible for the leased premises compliance with the ADA and Tenant shall hold the City harmless for any liability, loss, damages or claim arising out of or related to compliance with the ADA.

8.04 Disclosure to Sub Lessees and Assignees. Tenant agrees that in the event Tenant subleases all or any portion of the Premises or assigns its interest in this Lease, Tenant shall indemnify and defend the City for, from and against any matters which arise as a result of Tenant's failure to disclose any relevant information about the Premises or the improvements to any subtenant or assignee. It is the intention of the City and Tenant that the immediately preceding sentence shall survive any release of Tenant by the City upon any assignment of this Lease by Tenant.

ARTICLE 9. LEASEHOLD IMPROVEMENTS

9.01 Improvements to Leased Premises. During the initial or any extended term of this Lease Tenant or its contractors or subcontractors shall not make any additions or alterations to the improvements on the leased Premises which attach to, alter, or in any way affect the structural integrity of the Premises, without the prior written consent of the City, such consent not to be unreasonably delayed or withheld. Moreover, upon receiving consent to make an addition or alteration to the improvements on the leased Premises which attach to, alter or in any way affect any structural element of Building 527, Tenant or its contractors or subcontractors shall not commence work on the construction or installation of such added or altered improvement until plans and specifications for same have been submitted to and approved by the City's review processes and a building permit issued. During the initial or any extended term of this Lease, Tenant may make or cause to be made improvement which do not attach to, alter or in any way affect the structural integrity of the Premises and are required for Tenant's use. In making any such improvement Tenant shall obtain all required permits and be solely responsible for any damage to the Premises. Prior to making any improvements that do not attach to, alter or in any way affect the structural integrity of the Premises Tenant shall notify the Airport Manager in writing concerning the improvement and the Airport Manager shall have ten calendar days to object. If the Airport Manager lodges an objection to the improvement the Airport Manager and Tenant shall work in good faith to achieve the Tenant's goal..

9.02 Performance Bond. Tenant shall cause to be made, executed and delivered to City, prior to the date of commencement of any work in or on the leased area which attach to, alter or in any way affect any structural element of Building 527, performance bonds approved as to form and as to surety by the City, with Tenant or Tenant's contractor as principal, and the City specifically named as an additional insured, each in the sum of one hundred percent (100%) of the amount of the contract for all work costing in excess of \$5,000.00 for a) the said required work in accordance with the approved plans and specifications and b) to provide that if Tenant or its contractor or contractors fail to pay for any materials, provisions or other supplies, used in or upon, for or about the performance of the work to be done, or for any work or labor thereon of any kind, that the surety will pay the same, in an

amount not exceeding the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee as set by the court.

9.03 **Insurance**. Before commencing any work which attaches to, alters, or in any way affects any structural element of Building 527 which work will be performed by Tenant or its contractors and/or subcontractors engaged by the Tenant, Tenant agrees to obtain, or cause to be obtained, with a responsible insurance carrier authorized under the laws of the State of California to insure employees against liability for compensation under the Workers Compensation Insurance and Safety Act, compensation insurance covering full liability for compensation under said Act, for any person injured while performing any work or labor incidental to the work in or on the leased Premises.

9.04 **Title to Improvements**. Upon termination of this Lease or any extended periods thereof, all additions or alterations to the improvements on the leased Premises made by Tenant or its contractors or subcontractors which are not subject to amortization as Tenant allowance-eligible improvements shall become the property of the City without payment of any compensation therefor; provided, however, that upon termination of this Lease, City shall have the option to require Tenant to remove any or all added improvements or restore any altered improvement to the same condition as it was at the commencement of the term of this Lease, all at Tenant's sole cost and expense.

9.05 **Prevailing Wages**. Tenant shall abide by the regulations promulgated by the Fort Ord Reuse Authority in the FORA Master Resolution regarding the payment of prevailing wages for construction and/or improvement projects on former Fort Ord properties including the requirement that Tenant, any contractor, and any subcontractor performing work for which prevailing wages are required on the Premises be registered with the California Department of Industrial Relations ("DIR") in accordance with California Labor Code 1725.5. For any work paid for in whole or in part by public funds, Tenant shall comply with the requirements and implementing regulations of California Labor Code §1720 et seq. for payment of prevailing wages on "public works projects."

9.06 **Improvements by the City**. Except as otherwise expressly set forth in this Lease, the City is not obligated to construct or install any improvements on or off of the leased Premises. The City shall have no obligation on account of any construction or installation of any improvement by Tenant to pay for all or any portion of the costs or expenses arising out of such construction or installation.

9.07 **Right of Entry for Construction and Maintenance**. The City and Tenant each agree that the other shall be permitted to enter upon its property, as may reasonably be necessary in order for Tenant to make the Improvements or do other work required by this Lease or in order for the City to fulfill its responsibilities to make improvements and for maintenance as set forth in Section 10.01, and to maintain or repair the respective party's property. The right of each party to enter the other's property or the Premises shall extend to such party's lessees, and licensees and contractors. A party's exercise of its right of entry shall not unreasonably interfere with the other party's use of its property. Any interference shall be temporary and all work on the entering party's property shall proceed expeditiously as necessary to avoid or minimize any such interference. The City shall provide reasonable advanced notice prior to entry to the property and make reasonable efforts to do so during normal business hours. A party intending to exercise the right of entry shall first give to the other party reasonable prior written notice before commencement of any work on the other party's property. In the event a party's entry results in any damage to the other party's property, the same shall be repaired expeditiously at the entering party's expense.

9.08 Prevailing Wage Required.

(a) Prevailing Wage Standards.

(1) **Basic Requirements.** Tenant agrees that, with respect to any construction at or on the Premises for which prevailing wage is required by California Labor Code §1720 et seq. for work paid for in whole or in part from public funds or for “First Generation Construction Work” pursuant to the FORA Master Resolution Section 3.03.090. For the purposes of determining whether prevailing wage applies, Tenant and its contractors and subcontractors shall be considered as transferees of a FORA member agency, Tenant (and its contractors and subcontractors) shall comply with the then current Public Works Prevailing Wage Requirements, as the same may be amended from time-to-time (collectively, the “Prevailing Wage Requirements”).

(2) **Additional Prevailing Wage Provisions.** The following provisions of this Section apply only if, and to the extent that, the Prevailing Wage Requirements are applicable:

(a) The Prevailing Wage Requirements shall apply to the employees of any employer including Tenant and any Tenant’s contractor(s) or subcontractor(s), including their successors and assignees, but shall not apply to supervisory or managerial personnel or to persons employed in the operation or maintenance of the Premises.

(b) Tenant shall cause the provisions of this Section to be incorporated into each contract and subcontract for each Tenant contractor and subcontractor which would be subject to this Section. In the event the provisions are not so incorporated, Tenant shall be liable to the worker in any action for the difference between the prevailing wage rate required to be paid under the Prevailing Wage Requirements and the amount actually paid to the worker, including costs and attorney fees, as if Tenant were the actual employer.

(c) Nothing in this Lease shall prevent the employment of any number of properly registered apprentices, as defined in Chapter 4, Division 3 of the California Labor Code. Every such apprentice shall be paid not less than the standard wage paid to apprentices under the regulations of the crafts or trade at which the apprentice is employed and shall be employed only at the work of the craft or trade to which the apprentice is registered. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which the apprentice is in training. Tenant and Tenant’s contractors and subcontractors shall be responsible for complying with Section 1777.5 of the California Labor Code concerning apprentice-able occupations, with respect to all work covered by that section.

(d) Tenant agrees that to the extent that Tenant and its contractors and subcontractors are required to comply with the Prevailing Wage Requirements. Tenant shall assure that all workers are paid the prevailing rate of per diem wages, and travel and subsistence payments (defined in applicable collective bargaining agreements filed in accordance with the California Labor Code), in effect at the time the work is performed. Copies of the applicable prevailing rate of per diem wages are on file at the City’s Building Division office and will be made available to any interested party on request. Tenant agrees to post a copy of the prevailing rate of per diem wages at the leased Premises.

(e) Except where the context otherwise requires, the definitions of terms and phrases contained in the California prevailing wage law, Sections 1720 et seq. of the California Labor Code, and in the

implementing administrative regulations, shall apply to the same terms and phrases which are used in the Prevailing Wage Requirements of this Section 9.10.

(f) In the event a civil wage and penalty assessment is served by the Labor Commissioner, acting through the Division of Labor Standards Enforcement, on the City, the Tenant, or any contractor or subcontractor of the Tenant, as a result of the failure of Tenant or any of its contractors or subcontractors to comply with this Section 9.10, Tenant shall withhold from amounts due to the contractor or subcontractor sufficient funds to satisfy the assessment and, if the assessment becomes final, Tenant shall pay as a penalty to the City the amount determined by the Labor Commissioner in accordance with California Labor Code §1775, as the penalty assessment payable for each worker for each day, or portion thereof, such worker was paid less than the applicable prevailing wage rates for such work or craft in which such worker was employed. Further, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Tenant or by Tenant's contractor or subcontractor. Tenant, and each affected contractor and subcontractor, shall have the right to request a review by the Labor Commissioner of the civil wage and penalty assessment served by the Labor Commissioner by transmitting a written request for review to the Labor Commissioner within sixty days after service of the assessment, and Tenant and its contractors and subcontractors shall not be obligated to pay the civil wage and penalty assessment to the City until a final written decision affirming, modifying or dismissing the assessment is issued by the Labor Commissioner.

(g) The Prevailing Wage Requirements of this Section 9.10 will be monitored and enforced by the City's Building Division. In addition to any other rights provided by California law to recover compensation, a worker that has been paid less than the prevailing wage rates shall have a right to commence an action or proceeding against the employer of the worker for the difference between the prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which the worker was paid less than the compensation required to be paid under the provisions of this subsection. No issue other than that of the liability of the employer for the amount of unpaid wages allegedly due shall be determined in such action or proceeding, and the burden shall be on the employer to establish that the amounts demanded are not due. A worker recovering any or all of the wages claimed to be due shall recover his costs and attorney fees in securing such recovery. Nothing in this Section shall preclude its enforcement by the California Division of Labor Standards Enforcement.

(h) Tenant agrees to keep or cause to be kept by each contractor and subcontractor an accurate payroll record for each worker employed on work covered by this Section showing all of the information specified in subsection (a) of Section 1776 of the California Labor Code. All such payroll records shall be certified, available for inspection and filed monthly in accordance with the procedures specified in subsections (b)-(e) inclusive of Section 1776 and Section 1771.4 of the California Labor Code. In addition, copies of such certified payroll records shall be filed with the City within a reasonable time not to exceed thirty days from close of payroll by the respective employer. In the event Tenant or its contractor or subcontractor fails to make the certified payroll records available for inspection within ten days of a written request made by the Labor Commissioner, acting through the Division of Labor Standards Enforcement, and a penalty assessment is served or levied by the Labor Commissioner arising out of such failure, Tenant shall forfeit as a penalty to the City the penalty per calendar day, or portion thereof, for each worker determined in accordance with California Labor Code §1776, not otherwise paid to the City by the contractor or subcontractor who failed to comply with California Labor Code §1776. In accordance with California Labor Code §1813, in the event Tenant or its contractor or subcontractor requires or permits a worker to work in violation of California Labor

Code Division, 2, Part 7, Chapter 1, Article 3 (payment for work in excess of eight hours in one calendar day and forty hours in one calendar week), Tenant shall forfeit as a penalty to the City the sum of Twenty-five Dollars (\$25.00) for each worker so employed, provided such penalty is not otherwise collected from the contractor or subcontractor who permitted its worker(s) to work in violation of such California Labor Code provisions..

(i) It is understood and agreed that all documents that Tenant is required to submit to or file with the City under this Section shall constitute public records that shall be available to any member of the public for review or copying in accordance with the California Public Records Act and in accordance with restrictions on disclosure of personal identification information set forth in the California Labor Code.

(j) In the event of repetitive breach of the requirements of this Section by Tenant, the City shall be entitled, in addition to all other remedies hereunder for breach of this Lease, to appoint at Tenant's expense a special monitor to oversee Tenant's compliance. Fees for said special monitor shall be billed to Tenant, which fees Tenant agrees to pay as Additional Rent within ten days after Tenant's receipt of such bill.

(k) Tenant shall indemnify, defend (with counsel approved by the City) and hold the City, its officers, officials, employees, and agents harmless from and against all claims which directly or indirectly in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding, the failure to comply with any state or federal labor laws, regulations or standards in connection with the Lease, including but not limited to the prevailing wage laws, or any act or omission of Tenant related to this Lease with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims. It is further agreed that City does not and will not waive any rights against Tenant that it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or deposit by Tenant to City of any of the insurance policies described in this Lease. The provisions of this subsection survive the expiration or earlier termination of this Lease. The indemnification obligations of Tenant as set forth in this section shall not apply to claims arising from the gross negligence or willful misconduct of the City, its officials, officers, employees or agents.

(l) Contractors or subcontractors shall not be qualified to perform work on Tenant allowance-eligible Improvements eligible for a Tenant allowance, or be listed in a bid proposal for such work, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for the work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

9.09 Performance and Labor and Material Bonds. Before the commencement of any construction work hereunder for Tenant allowance-eligible improvements, the City will require that Tenant, or its contractors, at no cost or expense to the City, furnish to the City the following security concerning Improvements to be constructed by or on behalf of Tenant and covering any obligation of Tenant under the Prevailing Wage Requirements provisions of this Lease:

(a) **Performance Bond.** A bond in cash, or securities satisfactory to the City in its sole discretion, or issued by a surety company licensed to transact business in the State of California and satisfactory to the City, in a sum of not less than 100% of any construction contract (or in the event Tenant serves as its own general contractor, 100% of the anticipated construction costs of the Tenant allowance-eligible Improvements) for the proposed Tenant allowance-eligible Improvements, payable to the City and conditioned upon full, faithful and satisfactory performance by Tenant its contractor(s) of the such Tenant allowance-eligible improvements within the period of time specified in the construction schedule. Upon Tenant's or its contractor(s) full, faithful and satisfactory performance and completion of the such Tenant Allowance-eligible improvements, said bond shall be cancelled or returned to Tenant or contractor, as the case may be; otherwise, such part of the amount of the bond as shall be required to complete such Tenant allowance-eligible improvements shall be payable to or retained by the City, as the case may be. In the event that said bond shall be in cash, the City shall have the right to invest and reinvest the same as it shall see fit, and any interest earned thereon during the time it is so held by the City shall accrue to and belong to the City, and Tenant or contractor shall have no interest in or claim thereto.

(b) **Labor and Material Bond.** A bond in cash or securities satisfactory to the City in its sole discretion, or issued by a surety company licensed to transact business in the State of California and satisfactory to the City with Tenant's contractor(s), as principal(s), in a sum not less than 100% of any construction contract (or in the event Tenant serves as its own general contractor, 100% of the anticipated construction costs of the Tenant allowance-eligible Improvements) for the proposed Tenant allowance-eligible improvements as such costs are set forth in the estimated Tenant allowance-eligible improvement completion costs, guaranteeing the payment for all materials, provisions, provender, supplies and equipment used in, upon, for or about the performance of said work or labor done thereon of any kind whatsoever and protecting the City from any liability, losses or damages arising therefrom.

(c) **General.** In the event and to the extent that Tenant obtains from Tenant's contractor(s) the bonds required hereunder which are satisfactory to the City, the City, upon application by Tenant and upon naming the City as an additional obligee of Tenant's principal and surety under such bond or bonds, shall release Tenant from and consent to the cancellation of the bond or bonds originally furnished by Tenant. It is understood and agreed that any bond which, as to the City as obligee, is conditioned upon Tenant making all necessary payments to the contractor shall not be satisfactory to the City. A combination performance and labor and material bond shall satisfy the foregoing requirements of this Section.

9.10 **No Right to Demolish.** Notwithstanding any other provisions of this Article, Tenant has no right to demolish the Tenant allowance-eligible improvements, once built, or to remove any improvements, equipment or items financed by the City, in whole or in part, unless Tenant has received the prior written approval of the City.

9.11 **Insurance.** Before commencing any construction work and during the course of construction, Tenant agrees to obtain, and cause its contractor(s) to be obtain, with a responsible insurance carrier authorized under the laws of the State of California to insure employees against liability for compensation under the Workers Compensation Insurance and Safety Act, compensation insurance covering full liability for compensation under said Act, for any person injured while performing any work or labor incidental to the work in or on the leased Premises. During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance, including installation floater coverage, in a sum equal, from time to time, to the agreed full replacement cost of Buildings 527 prior to completion of the improvements in the amount of Two

Million Five Hundred Seventy-Three Thousand One Hundred Twenty Seven and no cents (\$2,573,127.00) plus the amount to be expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Tenant. The City and Tenant's general contractor shall be additional named insureds on Tenant's builder's risk and liability insurance.

ARTICLE 10. MAINTENANCE AND REPAIR

10.01 **City's Obligation under this Lease.** The City shall be responsible for the following maintenance and repair of Building 527 for the initial and any extended term of this Lease:

- a) Maintaining and repairing, with the exception of painting, all structural elements of the building's exterior walls, surfaces and foundations.
- b) Maintaining the watertight integrity of the building's exterior walls.
- c) Maintain, repair, or replace as required roof coverings, gutters and drains.
- d) Maintain and repair all exterior underground plumbing, drains and utility connections.
- e) Maintaining in compliance with applicable law, regulations and codes, the interior fire alarm system. Any damage to the interior fire alarm system resulting from tenant misuse or negligence shall be repaired or replaced by the Tenant.
- f) Maintenance of the large, aircraft hangar doors on the northern facing side of Building 527.

10.02 **Tenant's Obligations under this Lease.** Tenant shall be responsible for the following maintenance and repair of Tenant's leased Premises within Building 527 for the initial and any extended term of this Lease.

- a) Maintenance, repair or replacement of interior systems and components for the electrical, plumbing, ventilation, and mechanical systems including the overhead crane and the air compressor.
- b) Interior and exterior glass, glazing, if any, and doors damaged by Tenant or its invitees.
- c) All interior walls, ceiling, floors, bathrooms, drains and other structures or components, if any.
- d) All air conditioning systems and components, if any.
- e) All communication systems and components.
- f) The "wet pipe" fire suppression system.
- g) All security alarm systems and components, if any.

- h) Maintenance, sweeping and keeping clear of refuse, regular trash and waste removal, repair or replacement of sidewalks, driveways and asphalt parking areas as well as any damage to the building structure or components or paved surfaces caused by Tenant or its invitees.
- i) General maintenance and upkeep of the trash enclosure

10.03 **Surrender.** On the last day of this Lease, Tenant shall surrender the leased Premises to the City in the same condition as when received, broom clean, ordinary wear and tear excepted. Tenant shall repair any damage to the leased Premises occasioned by the removal of Tenant's trade fixtures, furnishings and equipment which repair shall include the patching and filling of holes and repair of structural damage to the City's satisfaction.

ARTICLE 11. DAMAGE OR DESTRUCTION OF IMPROVEMENTS

11.01 Destruction or Substantial Damage of Premises.

a) If, during the initial or any extended term of this Lease, any of the insured improvements now or hereafter located on the leased Premises are substantially damaged or destroyed by a fire or other casualty (excluding earthquake or flood) beyond Tenant's control, City shall proceed with reasonable diligence to restore the leased Premises substantially to the condition thereof immediately prior to such damage or destruction; provided, however, that either party may elect to terminate this Lease by giving written notice of such election to the other party prior to commencement of restoration and not later than 30 days after the date of loss, if the necessary restoration work would reasonably require a period longer than 90 working days to complete, or City may elect to terminate within 30 days of the date of loss if the total of the necessary restoration work would reasonably require the expenditure of more than fifteen thousand dollars (\$15,000.00) including insurance proceeds. In no event will City be required to repair or replace Tenant's stock in trade, fixtures, improvements, furniture, furnishings and equipment.

(b) If, during the initial or any extended term of this Lease, any substantial damage or destruction occurs to the leased Premises and the cost to repair the damage or destruction that is not covered by insurance exceeds fifteen thousand dollars (\$15,000.00), the City may terminate this Lease upon giving thirty (30) days prior written notice to the Tenant; provided, however, that the Tenant shall have the right to elect to pay the difference between the cost of repairing or restoring the damaged or destroyed improvements and fifteen thousand dollars (\$15,000), in which case this Lease shall remain in full force and effect, and Tenant shall proceed with reasonable diligence to restore the Premises.

c) In no event will the City be required to make repairs for any damage caused by the willful acts or negligence of Tenant or Tenant's employees, agents, subtenants or invitees, which damage Tenant shall promptly repair, replace or restore at Tenant's sole cost and expense. Upon any termination of this Lease under this section, City and Tenant shall be released thereby without further obligation to each other, except for obligations which have theretofore accrued and are then unpaid or unperformed.

d) In the event that restoration is made pursuant to this section, this Lease shall remain in full force and effect, and City shall be entitled to and shall have possession of the necessary parts of the

leased Premises for such purposes, and if there is any substantial interference with Tenant's business on account of such repairs, Tenant shall be entitled to a proportionate reduction of rent during the time that said repairs are being made from the date on which such damage occurred until the City completes repairs computed on the basis of the relation which the gross square foot area of space rendered untenable bears to the total square footage of the Premises and the extent to which the Premises are unusable by Tenant. Should any dispute arise over the reduction of rent to which Tenant is entitled, such dispute shall be resolved according to the provisions of §17.04 of this Lease.

11.02 **Waiver**. Except as otherwise specifically provided in this section, Tenant specifically waives the provisions of §§1932 and 1933 of the California Civil Code with respect to the termination of the hiring of a thing by virtue of the perishing or destruction of the thing being hired.

ARTICLE 12. UTILITIES, GARBAGE COLLECTION & ASSESSMENT

12.01 **Provision of Utilities**. Tenant shall have the right to use the utility service facilities serving the Premises at the commencement of the Term of this Lease. The City will use its best efforts to continue all utility services, but it cannot and does not guarantee that there will be no interruptions of service and Tenant hereby waives any rights or claims it may have resulting from temporary interruptions of service. To the extent it has knowledge the City will provide notice of any work scheduled which may interrupt the utility service to the leased Premises. If City is unable to provide utility service facilities due to the imposition of any limit on consumption or on the construction of additional utility facilities, or the allocation or curtailment of utility facilities or services by law or regulation, it shall have no obligation hereunder.

12.02 **Payment of Utilities**. Tenant agrees upon entering into occupancy of the Premises to pay directly to the utility providers for all utility services provided under the terms of any contract between the Tenant and the utility provider and to the City for all utility services provided under the terms of any contract between the City and a utility provider serving the premises through existing lines and connections. Tenant shall be responsible to provide and pay for all new connection equipment and any fees required. Tenant shall pay all utility charges within twenty (20) days of receipt of invoice and shall provide evidence of payment when requested to do so in writing by the City. In the event Tenant fails to pay any utility bill when due, the City may, at its option, pay the same and collect from Tenant's performance deposit the amounts so disbursed, plus interest at the rate of 1½% per month or fraction thereof.

12.03 **Telephone / Internet Connectivity**. Tenant shall be responsible for providing and paying directly to the provider for telephone and internet connection to the Premises.

12.04 **Garbage/Trash Collection**. Tenant agrees upon entering into occupancy of the leased Premises to pay for garbage and trash collection and removal services. Tenant shall arrange and pay for the disposal of all hazardous waste in accordance with all applicable local, state and federal laws and regulations. In the event Tenant fails to pay any bill when due, the City may, at its option, pay the same and collect from Tenant's performance deposit the amounts so disbursed, plus interest at the rate of 1½% per month or fraction thereof.

12.05 **Monterey County Water Resources Agency (MCWRA) Assessment**. Tenant agrees to pay its pro rata share of assessments levied by the MCWRA. Tenant's liability shall be an equitable

portion of the MCWRA assessment for all of the land and improvements included within the parcel so assessed, such proportion to be determined by the City from the respective valuations assigned in the MCWRA's work sheets or such other information as may be reasonably available. The City's reasonable determination thereof, in good faith, shall be conclusive. Charges will be due and payable within fifteen (15) days of the date of the invoice. Provided, however, Tenant may appeal the City's determination of the proration of MCWRA assessments to the City's Airport Commission, whose decision shall be final. In the event Tenant fails to pay any assessment when due, the City may, at its option, pay the same and collect from Tenant's performance deposit the amounts so disbursed, plus interest at the rate of 1½% per month or fraction thereof.

12.06 Compliance with Regulations of Local Agencies. It shall be the responsibility of the Tenant under this Lease to contact, consult and comply with any regulation applicable to Tenant's activities at the Airport which are now or may be promulgated by a local public or private utility provider or regulator having jurisdiction over activities or utility services at the Airport, including, but not limited to, the Fort Ord Reuse Authority, Monterey Regional Water Pollution Control Agency, Marina Coast Water District, Pacific Gas & Electric Company and the Monterey Bay Unified Air Pollution Control District and the Monterey County Water Resources Agency.

ARTICLE 13. INSURANCE & INDEMNIFICATION

13.01 Insurance to be provided by the Tenant. The Tenant shall obtain insurance coverage, naming the City, its council, boards, commissions and members thereof, its officers, employees, volunteers and agents as an additional insured, and maintain same continuously in effect at all times during the term of this Lease:

a) **Commercial General Liability Insurance** (primary) shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or a form approved by the City's Risk Manager including contractual liability, independent contractors, board form property damage, sudden and accidental pollution, personal injury and products and completed operations. Policy limits shall be no less than one million dollars per occurrence (i.e., non aggregate program) for all coverage and two million aggregate. City and its Council, boards, commissions, officers, employees, volunteers and agents shall be added as additional insureds using ISO form GC 20 10 11 85 or a form approved by the City Attorney. 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 employee or agent of the City and must include a severability of interest (cross liability) provision, that is, it shall act as though a separate policy were written for each insured and additional insured named in the policy.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractor's 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.

b) **Umbrella Liability Insurance** (over primary) is required and shall apply to bodily injury/property damage, personal injury/advertising injury, contractual and products and completed operations at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be 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. Policy limits shall be not less than one million dollars per

occurrence and in the aggregate, above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverages.

c) **Workers' Compensation/Employer's Liability** shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, its Council, boards, commissions, officers, employees or agents.

d) **Business Auto Coverage** If Tenant uses or causes to be used vehicles in connection with its use of the leased property, it shall obtain comprehensive or business automobile liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage, including owned, non-owned and hired vehicles. Coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on a form approved by the City Attorney. Limits shall be no less than one million dollars per accident. This policy shall be scheduled as underlying insurance to any umbrella policy required above for a total limit of no less than \$2,000,000.00 each accident.

13.02 **Fire insurance.** The City shall obtain and maintain continuously in effect at all times during the term of this Lease, the following insurance coverage:

a) Fire and extended coverage insurance (excluding smoke pollution, or damage occasioned by earthquake or flood) on the structure and fixed improvements located on the Premises; with deductibles to be paid by the City for insured losses, in an amount equal, from time to time, to the full replacement cost of Building 527 to be determined by the City in its sole discretion during the term of this Lease. The proceeds of any such insurance may be used for rebuilding or repairing permanent improvements, subject to the provisions of Article 11 of this Lease.

b) Tenant shall reimburse the City for the full cost, if any, of all additional insurance assessments required by City's insurer due to any hazardous activities by Tenant on the leased property.

c) Tenant hereby agrees to maintain, at its own cost and expense, during the entire term of this Lease or as said term may be extended, a policy or policies of insurance against loss or damage upon its furnishings, fixtures, inventory, personal property and equipment. A certificate or certificates of Tenant's current insurance coverage must be filed with the City's Risk Manager.

13.03 **Tenant and the City further agree as follows:**

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

b) The insurance requirements set forth in this Article are intended to be separate and distinct from any other provision in this Lease and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Lease shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Lease or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Article is to be construed as affecting or altering the legal status of the parties

to this Lease.

d) For purpose of insurance coverage only, this Lease 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 towards, performance of this Lease.

e) Requirements of specific coverage features or limits contained in this Article 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.

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

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

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

i) Tenant agrees to provide evidence of the insurance required herein, satisfactory to the City prior to taking any steps in furtherance of this Lease and annually upon renewal of the Tenant's business license, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Tenant's general liability and umbrella policies using ISO form CG 20 10 1 85 or a form approved by the City Attorney. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Tenant 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. Tenant agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.

j) Tenant shall provide proof that policies of insurance required herein expiring during the term of this Lease have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours of 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 Lease in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Tenant agrees to require all contractors, subcontractors or other parties hired to perform work on the leased Premises to provide general liability insurance naming as additional insureds all parties to this Lease. Tenant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Tenant agrees to require that no contract used by any contractor or subcontractor, will reserve the right to charge back to

City the cost of insurance required by this Lease. Tenant agrees that upon request, all agreements with contractors or subcontractors or others with whom Contractor contracts with will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, its Council, commissions, officers, employees and agents.

m) Tenant agrees to provide immediate notice to City of any claim or loss against Tenant or its contractors or subcontractors that includes or potentially may include the 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.

n) In the event of any loss that is not insured due to the failure of Tenant to comply with these requirements, Tenant agrees to be personally responsible for any and all losses, claims, suits damages, defense obligations and liability of any kind attributed to City, or City's employees as a result of such failure.

o) Coverage will not be limited to the specific location or individual or entity designated as the address of the leased Premises.

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

q) Tenant agrees to require all contractors, subcontractors or parties, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Lease, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Lease. Tenant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here.

r) Tenant 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 the Tenant and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with Tenant or its employees.

s) Insurance requirements shall be applied uniformly to all Tenants engaged in similar-type operations at the Airport, and such requirements shall be consistent with industry standards.

13.04 Approval of Insurance Coverage. Upon execution of this Lease, a copy of the insurance policy or policies required herein or, in lieu thereof, the face page of such policy or policies and any endorsements which limit or otherwise affect the coverage provided therein shall be delivered by Tenant to the City Manager, or his or her designee, for approval as to form and sufficiency. When such insurance policy or policies have been so approved, Tenant may substitute for same a certificate of insurance issued by the respective insurance company or companies certifying that such insurance policies are in full force and effect and that all liabilities arising out of this lease or Tenant's possession and use of the leased property are covered by such insurance policy or policies and a current copy of such certificate shall be provided to the City annually upon renewal of Tenant's business license. Notwithstanding any provisions to the contrary contained herein, Tenant shall not have the right to take possession of the leased property until such insurance policy or policies are filed with and approved by the City Manager.

13.05 Review of Insurance Coverage. City shall have the right at any time during the term of this Lease to review the type, form and coverage limits of the insurance requirements. If in the opinion of the City, the insurance provisions of this Lease are not sufficient to provide adequate protection for the City and the members of the public using the Airport, the City may require Tenant to maintain insurance sufficient to provide such adequate protection. Insurance requirements shall be applied uniformly to all Tenants engaged in similar-type operations at the Airport, and such requirements shall be consistent with industry standards. City shall notify Tenant in writing of any changes in the insurance provisions necessary to provide adequate protection. If Tenant does not deposit acceptable certificates evidencing valid insurance policies acceptable in form and content to the City, incorporating such changes, within 60 days of receipt of such notice, this Lease shall be in default. The procuring of such policy of insurance shall not be construed to be a limitation upon Tenant's liability nor as a full performance of its part of the indemnification provisions of this Lease; Tenant'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 the operation under this Lease.

13.06 Indemnification. Tenant and the City agree that 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, attorney's fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the matters set forth below.

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. Tenant acknowledges that City would not enter into this Lease in the absence of the commitment from Tenant to indemnify and protect City as set forth here.

To the full extent permitted by law, Tenant 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, actual attorney fees incurred by the 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 (i) the intentional act or negligence of Tenant or Tenant's employees, agents, contractors, subcontractors or invitees, (ii) any breach or default in performance of any obligation to be performed by Tenant under this Lease, or (iii) the occupancy of the Premises by Tenant and the operation of Tenant's business thereon. All obligations under this provision are to be paid by Tenant upon receipt of notice by Tenant from the City that the City has suffered or incurred the same.

Without affecting the rights of the City under any provision of this Lease or this section, Tenant shall not be required to indemnify, defend or hold harmless City as set forth above to the extent liability is attributable to the sole negligence, gross negligence or willful misconduct of City, or officers, employees, agents, contractors, subcontractors, tenants, subtenants or volunteers of the City, provided such 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 or grossly negligent or to have engaged in willful misconduct and not in instances where Tenant is solely or partially at fault, or in instances where City's fault account for only a percentage of the

liability involved. In those instances, the obligation of Tenant will be for that portion of the liability not attributable to the City's gross negligence or willful misconduct.

Notwithstanding the above, or anything in the Lease, the City shall not in any event, including, without limitation, the sole or gross negligence or willful misconduct of the City or any person for whom it is responsible in law, be in any way liable or responsible to the Tenant for any consequential, indirect, special, punitive or incidental loss, injury or damages of any nature whatsoever (including, without limitation, loss of income or revenue or business interruption) that may be suffered or sustained by the Tenant or its representatives, customers or any other person for whom the Tenant is responsible in law.

Tenant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Article from any assignee, contractor, subcontractor or any other person or entity involved by, for, with or on behalf of Tenant in the performance of Tenant's obligations under this Lease. In the event Tenant fails to obtain such indemnity from such third parties, as required here, Tenant 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. This obligation to indemnify and defend City as set forth herein is binding on the successors and assigns of Tenant and shall survive the termination of this Lease or this Article.

ARTICLE 14. LIENS & CLAIMS

14.01 **Liens and Claims.** Tenant shall not suffer or permit to be enforced against City's title to the leased Premises, 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 City).

14.02 **Tenant to Pay Liens & Claims.** Tenant shall pay all such liens, claims and demands before any action is brought to enforce same against said land; and Tenant 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.

14.03 **Payment of Liens & Claims by City.** Should Tenant fail or refuse to pay any lien, claim, or demand arising out of the construction, repair, restoration maintenance and use of said Premises and the buildings and improvements thereon, or any other claim, charge or demand which Tenant has agreed to pay under the covenants of this lease, Tenant or its authorized encumbrancers, if any, shall, within 30 days written notice from City to Tenant 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 Tenant or its said encumbrancer within said 30 day period, not pay and discharge said lien, claim or demand, or not provide said security to City, then City may, at its option, either treat such failure or refusal as a breach of or default under this Lease, or may pay any such lien, claim, charge or demand, or settle or discharge any action therefore or judgment thereon, and all costs, expenses and other sums incurred or paid by City in connection therewith shall be repaid to City by Tenant 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 shall constitute a breach of the covenants and conditions of this Lease.

ARTICLE 15. TRANSFERS & ENCUMBRANCES

15.01 **Sales, Assignments, Transfers, Subleases, and Encumbrances.** Tenant shall not sell, assign, transfer, or encumber this lease, any interest of Tenant in and to the leased Premises, nor sublease the leased Premises, in whole or in part, except with the consent of City, which consent shall not be unreasonably withheld. Tenant acknowledges and understands that the leased Premises are restricted to aviation/aeronautical-related uses unless a non aviation/non aeronautical use is approved by both the City and the Federal Aviation Administration. Neither shall this Lease, nor any interest of Tenant in and to the leased Premises be subject to an involuntary sale, assignment or transfer, or sale, assignment or transfer by operation of law in any manner whatsoever. Any such sale, assignment, transfer, encumbrance or sublease, whether voluntary or involuntary shall be void and of no effect and shall be a default which entitles City to terminate this Lease, Tenant's rights in and to the leased Premises, in the manner hereinafter provided by this lease.

15.02 **Tenant Affiliate.** Notwithstanding the provisions of §15.01, the Tenant may assign or sublet the Premises, or any portion thereof, with the City's consent to any corporation which controls, is controlled by or is under common control with the Tenant, or to any corporation resulting from the merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant as a going concern of the business that is being conducted on the Premises, provided that said assignee assumes, in full, the obligations of Tenant under this Lease. Any such assignment shall not, in any way, affect or limit the liability of Tenant under the terms of this lease even if after such assignment or subletting the terms of this Lease are materially changed or altered without the consent of Tenant, the consent of whom shall not be necessary.

15.03 **No Release of Tenant.** Regardless of City's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary responsibility of Tenant to pay the rent and to perform all other obligations to be performed by Tenant under this Lease. The acceptance of rent by the City shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms hereof, City may proceed directly against Tenant without the necessity of exhausting remedies against said assignee. City may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Tenant without notifying Tenant, and without obtaining his consent thereto and such action shall not relieve Tenant of liability under this Lease.

ARTICLE 16. HAZARDOUS SUBSTANCES

16.01 **Hazardous Materials.** "Hazardous Materials" shall include substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., the Resources Conservation and Recovery Act; all environmental laws of the State of California, and any other environmental law, regulation or ordinance now existing or hereinafter enacted.

16.02 **Hazardous Materials Study.** Prior to, or following its occupancy of the Premises, Tenant may, at its sole cost and expense, arrange for a Hazardous Materials study of the leased property. City shall provide Tenant any documents, drawings and data in its possession relating to environmental analysis of the leased property. Tenant and City agree that, upon occupancy, the City shall have no further obligation under this Lease to remove any Hazardous Materials in or on the leased property, including any required repairs identified in any study Tenant may chose to make, prior

to, or after Tenants occupancy of the leased Premises.

16.03 **Hazardous Substances.** Pursuant to Health and Safety Code §25359.7(b), Tenant shall notify City in writing within a reasonable time, of any material release of Hazardous Materials and of any hazardous substances that have come to be located beneath the Marina Municipal Airport. Tenant will comply with all applicable Hazardous Materials laws and such other reasonable rules, regulations and safeguards as may be required by the City (or any insurance carrier of the City) in connection with using, generating, manufacturing, refining, producing, processing, storing or disposing of Hazardous Materials on, under of about the leased Premises. Tenant shall, at its expense, procure, maintain in effect and comply with all conditions of any and all permits, license and other governmental and regulatory approvals required for the storage and use by Tenant of Hazardous Materials on the Premises including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving Building 527.

16.04 **Removal.** Prior to the expiration of this Lease, Tenant shall at its sole expense, remove all items of personal property, including but not limited to all flammable substances and Hazardous Materials and wastes as defined by state or federal law at the time of the expiration of this lease.

16.05 **Inspection of Records.** Tenant shall make available for inspection to the City, all records relating to the maintenance, release, mitigation and cleanup for any hazardous substances on the Premises.

16.06 **Notice.** Upon execution of this Lease, Tenant shall provide the City's Fire Department with a complete list of all Hazardous Materials used or to be used or stored on the Premises with total quantities of each Hazardous Material. Tenant shall notify City of changes in quantity of type within five days of change.

16.07 **Right to Inspect.** The City, in its proprietary capacity, agrees to give reasonable notice in accordance with the general laws of the City, prior to entering upon and inspecting the Premises at any time.

ARTICLE 17. GENERAL PROVISIONS

17.01 **Additional Rules & Regulations.** The City Manager/Airport Manager shall have the power to establish in writing such additional rules and regulations respecting operation of the Airport as are not inconsistent with provisions of this Lease or any applicable ordinances or laws, providing such rules and regulations are found to be necessary or convenient by the City Manager/Airport Manager for the operation of the Airport or the enforcement of the provisions of this Lease, the provisions of any and all applicable laws and ordinances, and the preservation of the public peace, health, safety and welfare; and Tenant shall comply with any and all such rules and regulations adopted in writing by the City Manager/Airport Manager. Tenant may within ten days' of Tenant's receipt of any additional rule or regulation established in writing by the City Manager/Airport Manager appeal such rule or regulation to the City Council/Airport Commission, such appeal to be heard within thirty days. The decision of the City Council/Airport Commission shall be final.

17.02 **Compliance with Laws; Permits and Licenses.** Tenant's business shall 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 operation of Airports. Similarly, Tenant will obtain and pay for any necessary permits, licenses and other consents for the operation of Tenant's business including a City of Marina Business License. Tenant represents and warrants that it has full power and authority to enter into this Lease and perform hereunder and holds all permits and licenses which are required by law or regulation for complete performance in accordance with the terms of this Lease.

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

17.04 **Dispute Resolution.** The parties agree that if any dispute arises over the interpretation or performance of this Lease, the parties will first attempt to negotiate any such dispute informally. If such informal negotiation fails, and if the parties mutually agree at the time, the parties may then submit the dispute for formal mediation to the American Arbitration Association (AAA) or the Judicial Arbitration and Mediation Services (JAMS), or such other mediation service as the parties may mutually agree upon. Expenses of such mediation shall be shared equally between the parties.

17.05 **Confidentiality.** To the extent allowed by law, the City shall not disclose Tenant's financial statement or confidential financial condition. Tenant acknowledges that the City is a municipal corporation and has limited powers to withhold information from the public.

17.06 **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 Lease 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 Lease 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, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonable consulted by the attorneys for the prevailing party.

17.07 **Litigation Involving Lease.** In the event the City is made a party to any litigation concerning this Lease or the leased Premises by reason of any act or omission by Tenant, Tenant shall hold the City harmless from all loss or liability, including reasonable attorney's fees, incurred by the City in such litigation. In case suit shall be brought for an unlawful detainer of said Premises, for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant or provision herein contained on the part of Tenant to be kept or performed, and the City prevails therein, Tenant shall pay to the City a reasonable attorney's fee, which shall be fixed by the court.

17.08 **Bankruptcy and Insolvency.** If Tenant shall, at any time during the term of this Lease, become insolvent, or if proceedings in bankruptcy shall be instituted by or against Tenant, or if Tenant shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of Tenant shall be appointed in any suit or proceeding brought by or against Tenant, or if Tenant shall make any assignment for the benefit of creditors, then in each and every case, this Lease and the rights and privileges granted hereunder shall immediately cease, terminate and

be forfeited and canceled; provided, however, that if Tenant shall, within six days after the filing and service on Tenant of any involuntary petition in bankruptcy or for appointment of a receiver, commence proper proceedings to dismiss or deny the petition or vacate the receivership and shall expeditiously pursue and diligently exhaust all proper remedies toward that end, the bankruptcy or receivership shall not constitute a default until the entry of a final determination adverse to Tenant.

17.09 **Eminent Domain.** In the event of a total or partial taking of the leased Premises or any interest therein by a public authority under the power of eminent domain, including but not limited to any taking of Tenant's leasehold estate by City under City's power of eminent domain, then the rights of the Tenant with respect to the term, rent, and the just compensation awarded in such eminent domain proceeding shall be in accordance with the law in effect when such taking occurs.

17.10 **No Relocation Benefits.** This Lease creates no rights under the California Government Code Sections 7260 to 7277 or the Federal Uniform Relocation Assistance Act for Tenant to receive relocation assistance upon termination of this Lease.

17.11 **Force Majeure; Waiver.** Tenant shall not be in default under this Lease in the event that the activities of Tenant are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City of Marina; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires; strikes, lockouts and other labor disturbances; or other catastrophic events which are beyond the reasonable control of Tenant. "Other catastrophic events" does not include the financial ability of Tenant to perform or failure of Tenant to obtain any necessary permits or licenses from other governmental agencies or the right to use facilities of any public entity where such failure occurs because Tenant has failed to exercise reasonable diligence.

17.12 **Abandonment.** Tenant shall not vacate or abandon the leased Premises or any part thereof at any time during the term of this Lease. If Tenant shall abandon, vacate or surrender the leased Premises or be dispossessed by process of law or otherwise, any property belonging to Tenant and left on the leased Premises shall be deemed, at the option of City, to be abandoned. Upon relinquishing possession, Tenant shall be in default of this Lease and City shall be entitled to terminate this lease, Tenant's rights in and to the leased Premises in the manner hereinafter provided by this Lease.

17.13 **Default.** Tenant shall be deemed in default under this Lease:

a) Upon breach of any of the covenants and conditions of this Lease with respect to discrimination on the grounds of race, creed, color, national origin, or sex; with respect to economic discrimination; with respect to the sale, assignment, transfer, encumbrance, or subletting of the leased Premises which is the subject matter of this Lease; with respect to the bankruptcy or insolvency of Tenant; or, with respect to any other covenant or condition of this Lease, which breach cannot be cured, immediately upon being given notice thereof by City.

b) Upon failure to pay any rent or any other consideration required under this Lease to be paid by Tenant to City within 10 days following the date those obligations are due. City may, but is not required to, provide written notice to Tenant of Tenant's failure to pay rent when due.

c) Upon failure to provide written evidence of the insurance when due, within 14 days

after being given notice thereof by City.

d) Upon the breach of any of Tenant's other duties and obligations under this Lease, which breach can be cured, if such breach is not cured within thirty days after being given written notice thereof by City.

17.14 Remedies on Default.

a) City's Right to Terminate Lease. Upon Tenant's default of this lease, City shall have the right, without further notice, to terminate this Lease as well as Tenant's rights in and to the leased Premises, to enter upon and retake possession of the leased Premises, including all improvements thereon and facilities appurtenant thereto, by legal proceedings or otherwise, and to recover from Tenant, at the time of such termination, the excess, if any, of the amount of rent to be paid by Tenant under this Lease for the balance of the lease term over the then reasonable rental value of the leased Premises for the same period. For the purposes of this section, City and Tenant agree that the "reasonable rental value" shall be the amount of rent which City can obtain as rent for the balance of the lease term.

b) City's Right to Repossess, Operate, or Relet the Leased Premises for Tenant's Account. Upon Tenant's default under this Lease, City shall also have the right, without further notice and without terminating this Lease, to enter upon and retake possession of the leased Premises, including all improvements thereon and fixtures appurtenant thereto, by legal proceedings or otherwise, and to take, operate, or relet the same in whole or in part for the account of Tenant at such rental, on such conditions, and to such Tenant or Tenants as City, in good faith, may deem proper, for a term not exceeding the unexpired period of the full term of this Lease. City shall receive all proceeds from rent accruing from such operating or reletting of the leased Premises and shall apply the same first to the payment of all costs and expenses incurred by City in the operation or reletting of the leased Premises and any alterations or repairs reasonably necessary to enable City to operate or relet the leased Premises, and then to the payment of all such amounts as may be due or become due under the provisions of this Lease, and the balance remaining, if any, at the expiration of the full term of this Lease or on the sooner termination thereof, by written notice of termination given by City to Tenant, shall be paid over to Tenant. In the event proceeds from rentals received by City under the provisions of this section are insufficient to pay all costs and expenses and all amounts due and becoming due hereunder, Tenant shall pay to City, on demand by City, such deficiency as may from time-to-time occur or exist. Notwithstanding any such operation or reletting without terminating this Lease, City may, at any time thereafter, elect to terminate this lease in the event that Tenant remains in default hereunder at such time.

c) City's Right to Perform. Notwithstanding any provisions as to notice of default in this Lease to the contrary, if, in City's judgment, a continuance of any default by Tenant for the full period of the notice otherwise provided for will jeopardize the leased Premises, including any improvements thereon or facilities appurtenant thereto, or the rights of City, City may, without notice, elect to perform those acts in respect of which Tenant is in default at Tenant's expense and Tenant shall thereupon reimburse City, with interest at the rate of 10% per annum, upon thirty days' written notice by City to Tenant.

d) Other Remedies. All rights, options, and remedies of City contained in this Lease shall

be construed and held to be cumulative and not one of them shall be exclusive of the other, and City shall 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 lease.

17.15 **Waiver of Default**. Any waiver by City of a default of this Lease arising out of the breach of any of the covenants, conditions, or restrictions of this Lease shall 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 lease.

17.16 **City's Right of Entry**. Tenant shall permit City and any agents and employees of City to enter in and upon the leased Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for improvements, alterations, additions, or repairs, without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the leased Premises thereby occasioned.

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

To City: City of Marina
 City Hall
 Attention: City Manager/Airport Manager
 211 Hillcrest Avenue
 Marina, California 93933
 Fax Number: (831) 384-0425

Copy to: City Attorney
 City of Marina
 Law Offices of Robert R. Wellington
 857 Cass Street, Suite D.
 Monterey, California 93940
 Fax Number: (831) 373-7106

To Tenant: Joby Aero, Inc
 340 Woodpecker Ridge
 Santa Cruz, California 95060
 Fax Number: (831) 426-5666

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 shall be deemed effective on the date personally served or sent by facsimile or, if mailed, three business days from the date such notice is deposited in the United States mail.

17.18 **Corporate Authority**. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation, Tenant shall, within 30 days after execution of this Lease, deliver to the City a certified copy of a

resolution of the Board of Directors or said corporation authorizing or ratifying the execution of this Lease. If Tenant is, or at any time during the initial or any extended term of this lease becomes a limited liability company, Tenant shall provide City with a certified copy of Tenant's LLC-1 articles of organization together with a certificate of the status certified by the Secretary of State. If Tenant is a general partnership, Tenant shall provide the City with a copy of the recorded statement of partnership.

17.19 **Amendment or Modification.** This Lease 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. In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Lease, Tenant agrees to consent in writing upon the request of the City to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of the Lease as may be reasonable required to enable City to obtain FAA funds, provided that in no event shall such changes materially impair the rights of Tenant hereunder. A failure by Tenant to so consent shall constitute a breach of this Lease.

17.20 **Construction of Lease.** Whenever the singular number is used in this Lease 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 shall be more than one Tenant designated in or signatory to this Lease, the obligations hereunder imposed upon Tenant shall be joint and several; and the term "Tenant" as used herein shall refer to each and every of said signatory parties, severally as well as jointly.

17.21 **Covenant & Condition.** Each term and provision of this Lease performable by Tenant shall be construed to be both a covenant and a condition.

17.22 **Time.** Time is and shall be of the essence of each term and provision of this Lease.

17.23 **Material Breach.** Each and every term, condition, covenant and provision of this Lease is and shall be deemed to be a material part of the consideration for the City's entry into this Lease, and any breach hereof by Tenant shall be deemed to be a material breach.

17.24 **Heirs, Successors and Assigns.** All of the covenants, agreements, conditions and undertakings herein contained shall, subject to the provisions as to assignments, apply to and bind the representatives, heirs, executor, administrators, successors or assigns of all the parties hereto; and all the parties hereto shall be jointly and severally liable hereunder.

17.25 **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 Lease.

17.26 **Interpretation.** This Lease 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 Lease against the party that has drafted it is not applicable and is waived. The provisions of this Lease shall be interpreted in a reasonable manner to affect the purpose of the parties and this Lease.

17.27 **Captions.** Titles or captions of articles and sections contained in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the

scope of this Lease or the intent of any provision of it.

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

17.29 **Waiver**. No waiver of any right or obligation of either party hereto shall be effective unless made in 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 Lease on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

17.30 **Counterparts**. This Lease may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute one and the same instrument.

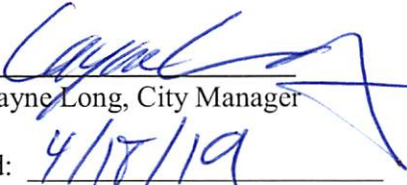
17.31 **Exhibits Incorporated**. All exhibits reference in this Lease and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Lease and any of the terms of any exhibit to the lease, the terms of the Lease shall control the respective duties and liabilities of the parties.

17.32 **Entire Agreement**. This Lease 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 Lease has been executed by the duly authorized officers or representatives of each of the parties on the date first shown above.

CITY OF MARINA,
a municipal corporation

JOBY AERO, INC.
a Delaware corporation

By: 
Layne Long, City Manager

By: 
Joe Ben Bevirt, Chief Executive Officer

Dated: 4/18/19

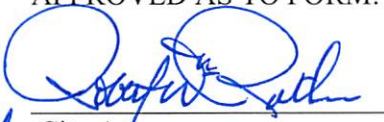
Dated: 4/8/19

(Pursuant to Reso. 2018-102)

ATTEST:


City Clerk

APPROVED AS TO FORM:


for the City Attorney

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

STATE OF California
COUNTY OF Santa Cruz

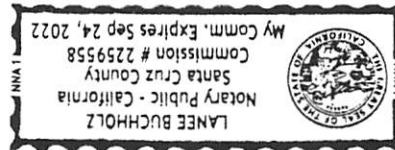
On 4/8/19, before me Lanee Buchholz,
Notary Public, personally appeared Joe Ben Bevirt

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

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

WITNESS my hand and official seal.

Lanee Buchholz (Seal)
Notary Public



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

STATE OF California
COUNTY OF Santa Cruz

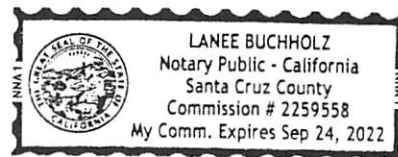
On 4/8/19, before me Lanee Buchholz,
Notary Public, personally appeared Joe Ben Bevirt
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Lanee Buchholz
Notary Public

(Seal)



EXHIBITS

EXHIBIT A

**A PLAT OF THE AIRPORT REAL PROPERTY
INCLUDING AREAS FOR PARKING**

EXHIBIT B

A FLOOR PLAN OF THE LEASED PREMISES

EXHIBIT C

SCHEDULE OF CITY-OWNED PROPERTY

EXHIBIT D

FEDERAL AVIATION ADMINISTRATION ASSURANCES

EXHIBIT E

ASBESTOS SURVEY FOR BUILDING 527

EXHIBIT A

PLAT OF THE AIRPORT REAL PROPOERTY INCLUDING AREAS FOR PARKING

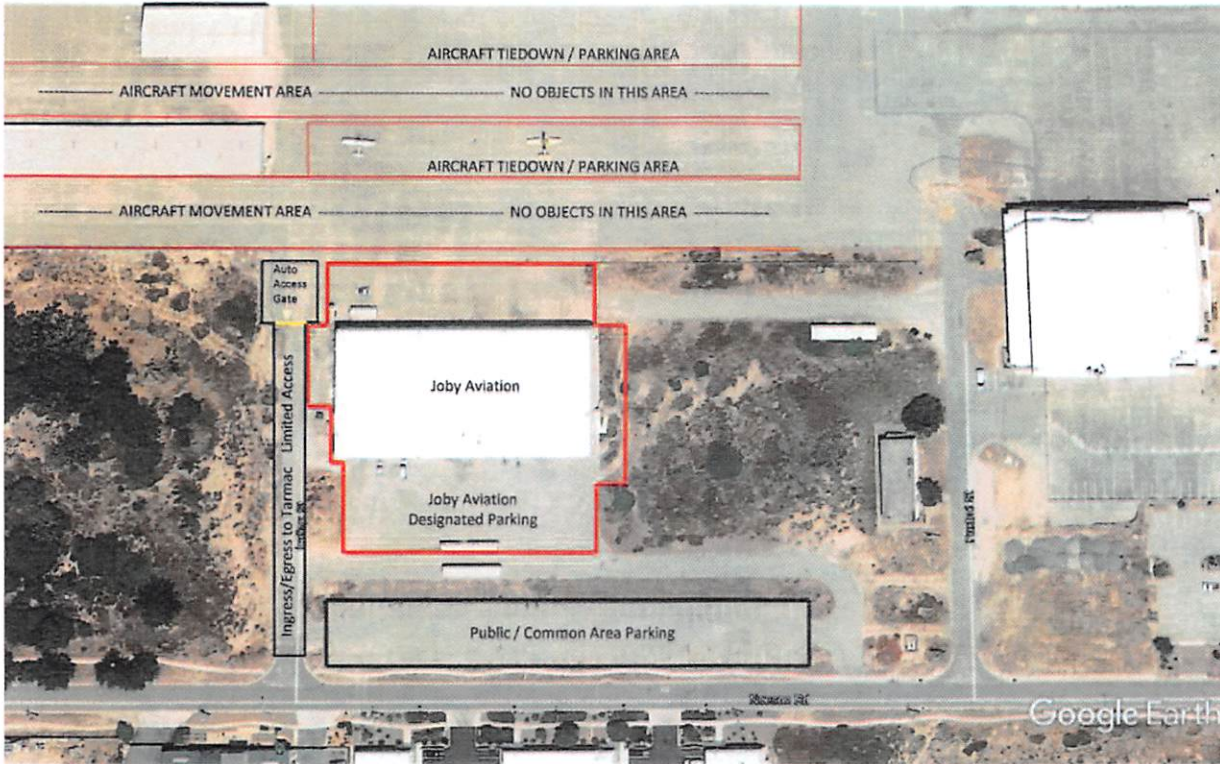
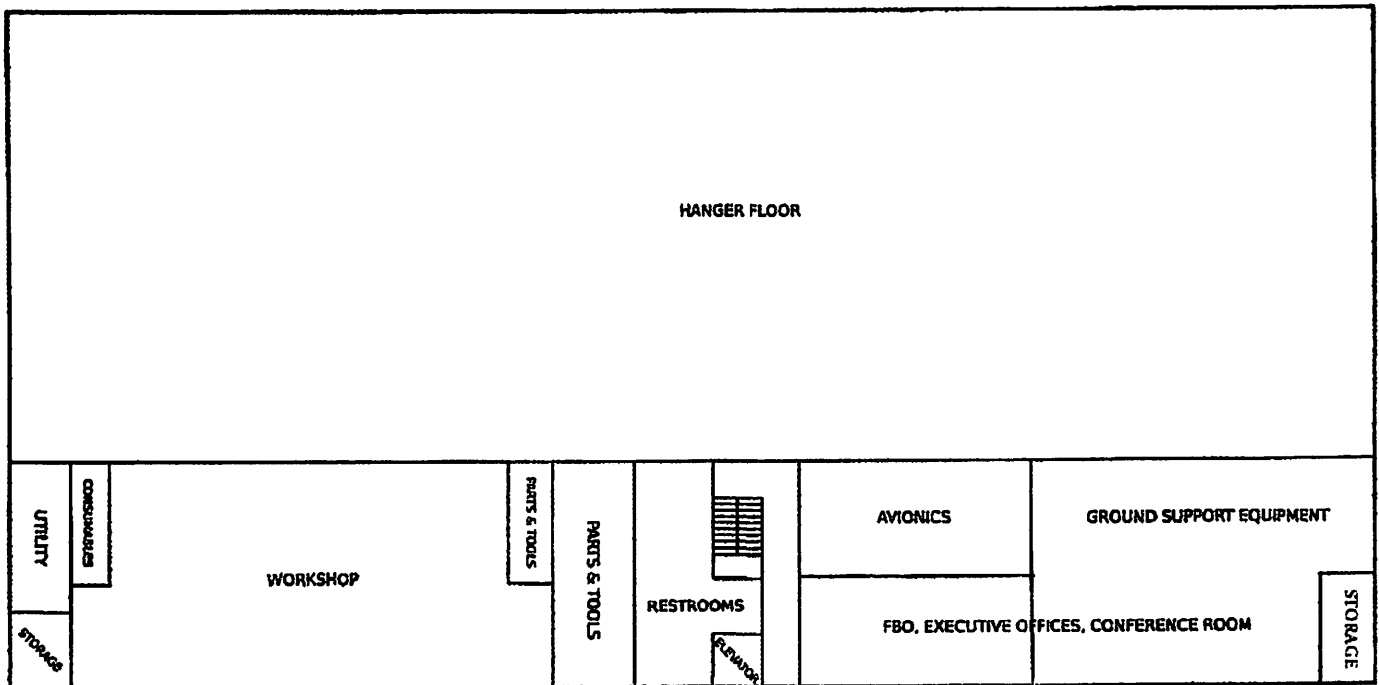


EXHIBIT A
PLAT OF THE AIRPORT REAL
PROPERTY INCLUDING
AREAS DESIGNATED FOR
PARKING

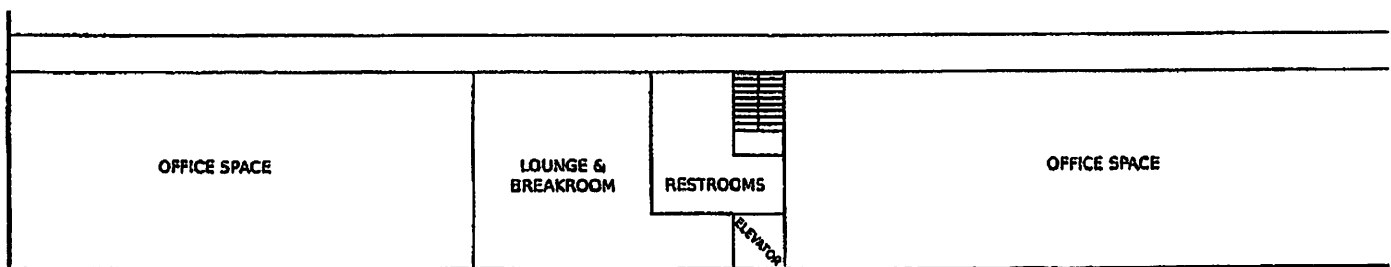
RED LINE IS BOUNDARY
OF THE LEASEHOLD

EXHIBIT B

FLOOR PLAN OF THE LEASED PREMISES



First Floor Plan



OFFICE SPACE: ENGINEERING, CLASS ROOMS, CONFERENCE ROOMS
LOUNGE & BREAKROOM: PUBLIC AREA, ACCESSIBLE VIA STAIRS OR ELEVATOR

Note: No elevator currently exists in the building. This was a future contemplation for Tenant Improvement.

Second Floor Plan

EXHIBIT C

SCHEDULE OF CITY-OWNED PROPERTY

1. Overhead Crane – Hangar Area



2. Overhead Crane – Receiving Area



3. Building Air Compressor



4. Building Boiler and Hot Water Heater



EXHIBIT D

FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Tenant shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, the City of Marina shall have the right to terminate the Lease and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.
4. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the City of Marina shall have the right to terminate this Lease and the estate hereby created without liability therefore or at the election of the City of Marina or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Tenant agrees that it shall insert the above five provisions in any Lease by which said Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

7. The Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Tenant assures that it will require that its covered sub organizations provide assurances to the Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The City of Marina reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

9. The City of Marina reserves the right, but shall not be obligated to the Tenant to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Tenant in this regard.

10. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Marina and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the City of Marina, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Marina Municipal Airport.

12. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased premises.

13. The Tenant by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor Lease the erection of any structure or object above the mean sea level elevation of 210 feet.

In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land Leased hereunder and to remove the offending structure or object, all of which shall be at the expense of the Tenant.

14. The Tenant by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the Leased premises in any manner which might interfere with the landing and taking off of aircraft from the Marina Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby Leased and cause the abatement of such interference at the expense of the Tenant.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

EXHIBIT E

ASBESTOS SURVEY FOR BUILDING 527

Provided as separate .pdf file.

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P00527**

BUILDING SUMMARY

BUILDING P00527

Date(s) of Survey	12/23/91
Estimated Date of Construction	1977
Building Usage	Maintenance Hangar Aviation
Total Gross Square Footage	39,446 Sq. Ft.
Building Type	Concrete Block/Metal
Number of Levels	1
Estimated Cost of Recommended Work Items for Asbestos-Containing Materials (CWE)	\$0
Total Estimated Cost Including Additive Items (CWE)	\$328,530
• Cost per Square Foot Including Additive Items (CWE)	\$8.33
Friable Asbestos-Containing Materials	None
Nonfriable Asbestos-Containing Materials	Floor Tile Mastic, Joint Compound

WORK ITEM INVENTORY

BLDG./ WORK ITEM	DE RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST
P00527 1	13	N/A	Floor Tile Mastic	8,500 SF	Mezz Various Locations	Nonfriable	O&M	\$0
FINDINGS: Nonfriable asbestos-containing floor tile mastic associated with 12" x 12" white resilient floor tile in the mezzanine offices and corridor was in good condition. No asbestos was detected in the resilient floor tile. This material is protected by the floor tile and does not pose a risk of contamination as long as it does not become damaged or deteriorated in such a way that it could release asbestos fibers into the air. [Bulk Sample(s) 2, 6, 12] RECOMMENDATIONS: Inspect biannually as part of O&M. Prohibit any disturbance including sanding, chipping or the use of corrosive cleaning chemicals on this material which may cause generation of airborne asbestos fibers. For all O&M, repair or removal activities, floor tile associated with the mastic must be considered asbestos-contaminated. Should this material be removed, delete this work item from the O&M. Use asbestos-free materials for any replacement. Additive cost for optional removal and replacement of this material is \$118,575.								

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P00527**

WORK ITEM INVENTORY

BLDG/ WORK ITEM	DEI RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST
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P00527	13	N/A	Joint Compound	7,700 SF	1st/Mezz Various Locations	Nonfriable	O&M	\$0
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FINDINGS: Nonfriable asbestos-containing joint compound associated with wallboard above the stairs and throughout the mezzanine was in good condition. No asbestos was detected in the wallboard. This material is accessible to building users but does not pose a risk of contamination as long as it does not become damaged or deteriorated in such a way that it could release asbestos fibers into the air. [Bulk Sample(s) 13, 18]

RECOMMENDATIONS: Inspect biannually as part of O&M. Prohibit disturbance which may cause the generation of airborne asbestos fibers. For all removal, repair, and O&M activities, the associated wallboard must be considered asbestos-contaminated. Any construction, renovation or demolition activities may render the joint compound friable. Should this material be removed, delete this work item from the O&M. Use asbestos-free materials for any replacement.

Additive cost for optional removal and replacement of this material is \$132,825.

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P00527**

WORK ITEM INVENTORY

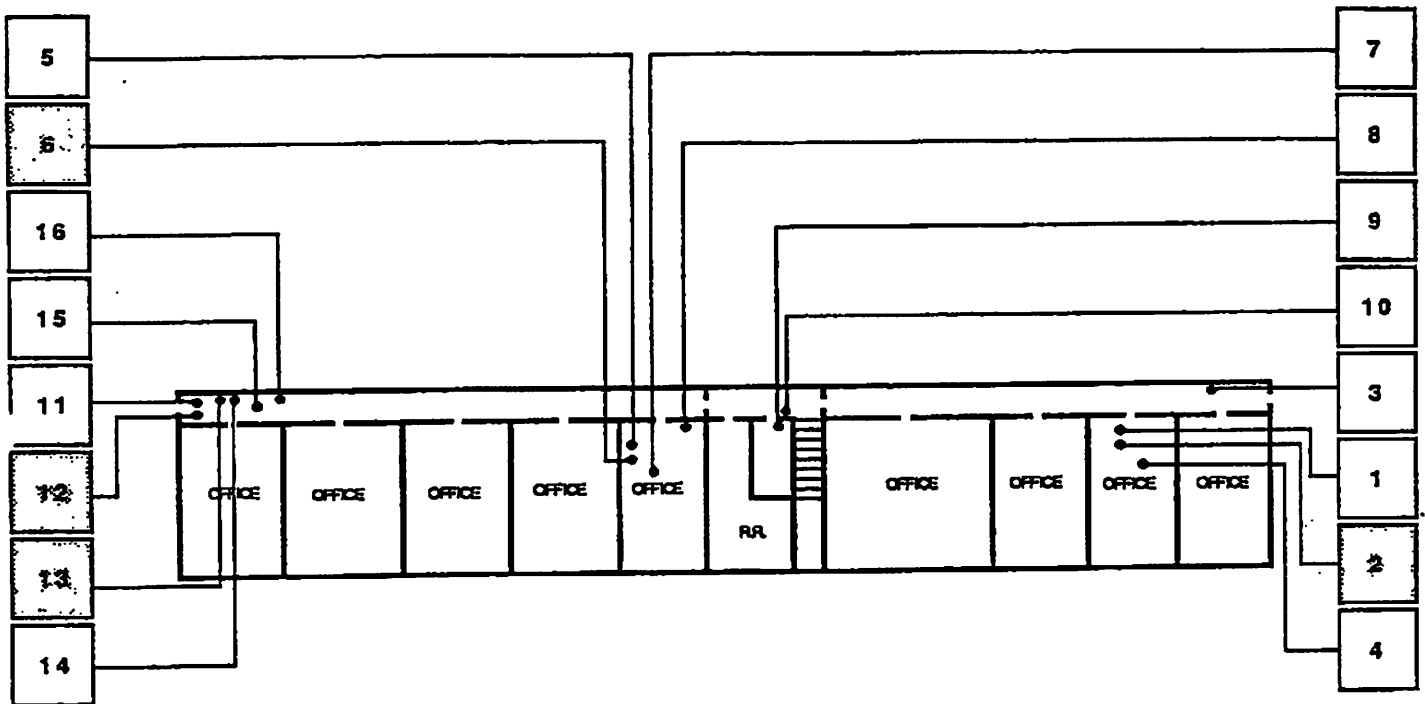
BLDG/ WORK ITEM	DEI RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST
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**WORK ITEM SUMMARY
BUILDING P00527**

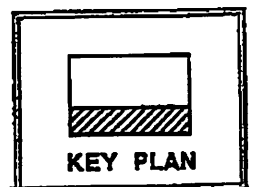
The work items are listed below in numerical (and DEI Rating) order, and their estimated costs have been totaled.

P00527	13	N/A	Floor Tile Mastic	8,500 SF	Mezz Various Locations	Nonfriable	O&M	\$0
1								
P00527	13	N/A	Joint Compound	7,700 SF	1st/Mezz Various Locations	Nonfriable	O&M	\$0
2								
								\$0

ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION



BUILDING P00527
MEZZANINE FLOOR PLAN
NOT TO SCALE

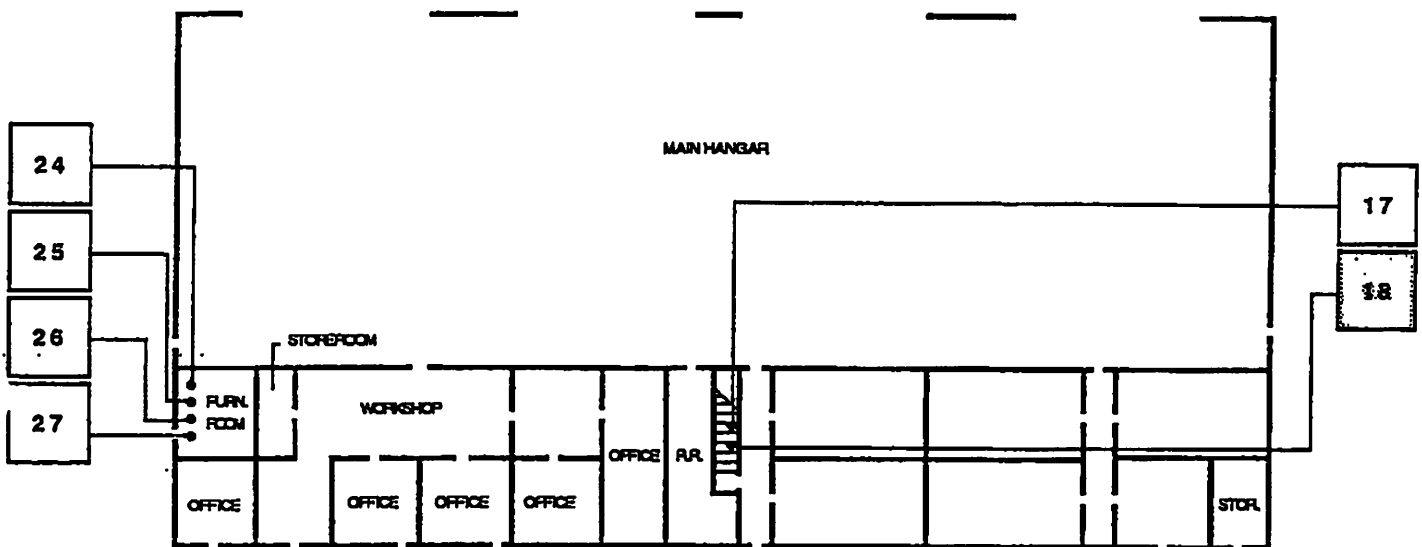


BULK SAMPLE ASBESTOS CONTENT ☐ = >0.1% ☐ = NONE DETECTED

IGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION



BUILDING P00527
FIRST FLOOR PLAN
NOT TO SCALE

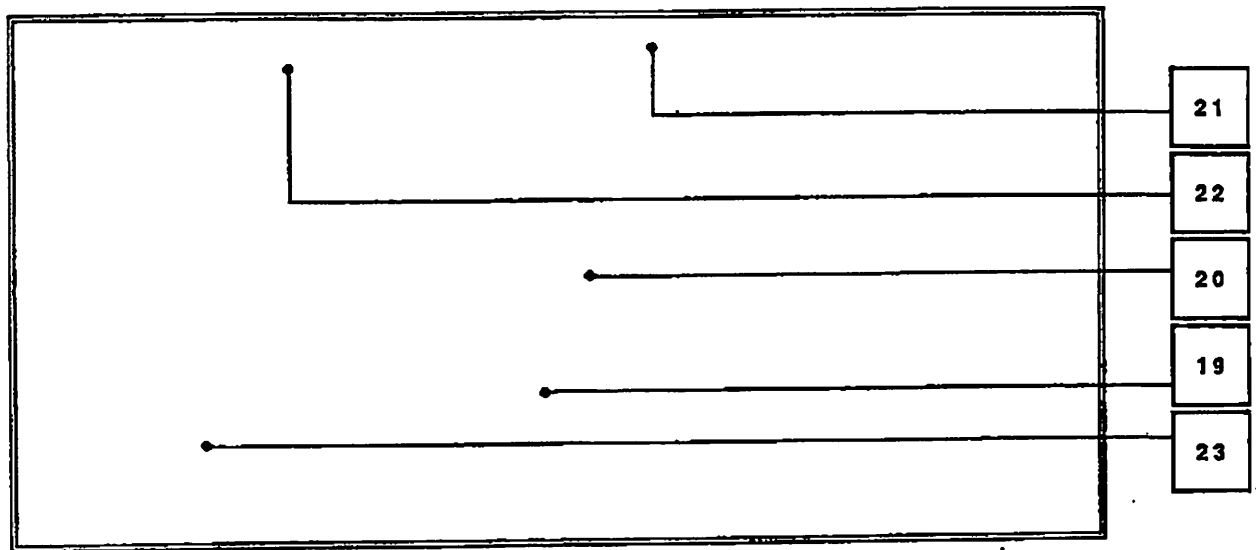


BULK SAMPLE ASBESTOS CONTENT ☐ = >0.1% ☐ = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION



BUILDING P00527
ROOF PLAN
NOT TO SCALE



BULK SAMPLE ASBESTOS CONTENT ☒ = >0.1% ☐ = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P00527**

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
P00527	1	Resilient Floor Tile (12" x 12") White	8,500 SF	Mezz	Office	N		N/D		
P00527	2	Floor Tile Mastic Black	8,500 SF	Mezz	Office	P	Chrysotile	20	Nonfriable	None
P00527	3	Baseboard Mastic Brown	1,300 LF	Mezz	Corridor	N		N/D		
P00527	4	Acoustic Panel (2' x 4') White	8,005 SF	Mezz	Office	N		N/D		
P00527	5	Resilient Floor Tile (12" x 12") White	(R1)	Mezz	Office	N		N/D		
P00527	6	Floor Tile Mastic Black	(R2)	Mezz	Office	P	Chrysotile	30	Nonfriable	None
P00527	7	Acoustic Panel (2' x 4') White	(R4)	Mezz	Office	N		N/D		
P00527	8	Baseboard Mastic Brown	(R3)	Mezz	Office	N		N/D		
P00527	9	Wallboard	7,700 SF	Mezz	Office	N		N/D		
P00527	10	Joint Compound	7,700 SF	Mezz	Corridor	N		N/D		
P00527	11	Resilient Floor Tile (12" x 12") White	(R1)	Mezz	Corridor	N		N/D		
P00527	12	Floor Tile Mastic Black	(R2)	Mezz	Corridor	P	Chrysotile	30	Nonfriable	None
P00527	13	Joint Compound	(R10)	Mezz	Corridor	P	Chrysotile	3	Nonfriable	None

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P00527**

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
P00527	14	Wallboard	(R9)	Mezz	Corridor	N		N/D		
P00527	15	Acoustic Panel (2' x 4') White	(R4)	Mezz	Corridor	N		N/D		
P00527	16	Baseboard Mastic Brown	(R3)	Mezz	Corridor	N		N/D		
P00527	17	Wallboard	(R9)	1	Stairs	N		N/D		
P00527	18	Joint Compound	(R10)	1	Stairs	P	Chrysotile	3	Nonfriable	None
P00527	19	Roofing Composite	27,120 SF	Roof	Roof	N		N/D		
P00527	20	Roofing Composite	(R19)	Roof	Roof	N		N/D		
P00527	21	Roof Penetration Mastic	12 E	Roof	Roof	N		N/D		
P00527	22	Roof Penetration Mastic	(R21)	Roof	Roof	N		N/D		
P00527	23	Roof Penetration Mastic	(R21)	Roof	Roof	N		N/D		
P00527	24	Pipe Fitting Insulation Lagging (14" O.D.)	2 LF	1	Furnace Room	N		N/D		
P00527	25	Pipe Fitting Insulation Lagging (14" O.D.)	(R24)	1	Furnace Room	N		N/D		
P00527	26	Storage Tank Lagging	30 SF	1	Furnace Room	N		N/D		

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P00527**

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE %	FRIABILITY	DAMAGE
P00527	27	Storage Tank Lagging	(R26)	1	Furnace Room	N	N/D		

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P00527**

CURRENT WORKING ESTIMATE (CWE)

UNIT COST ESTIMATE SUMMARY

DATE PREPARED: 10/20/92

SHEET 1 OF 2

PROJECT: FORT ORD INSTALLATION BUILDING - P 00527
ASBESTOS MATERIAL ABATEMENT/REPLACEMENT
LOCATION: FORT ORD, CALIFORNIA
ARCHITECT/
ENGINEER: DIAGNOSTIC ENGINEERING INC.

BASIS FOR ESTIMATE

☒ CODE A (NO DESIGN)
☐ CODE B (PRELIMINARY DESIGN)
☐ CODE C (FINAL DESIGN)
☐ OTHER (SPECIFY): _____

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

ITEM NO.	DESCRIPTION	RECOMMENDED ACTION	ESTIMATED QUANTITY	UNIT	COST BREAKDOWN	UNIT COST (\$)	DIRECT COST (\$)
W.I. 1	Floor Tile Mastic	O&M	8,500	SF	ABATEMENT	0.00	0
					REPLACEMENT	0.00	0
					ADDITIVE REMOVAL	5.80	49,300
					ADDITIVE REPLACEMENT	3.50	29,750
W.I. 2	Joint Compound	O&M	7,700	SF	ABATEMENT	0.00	0
					REPLACEMENT	0.00	0
					ADDITIVE REMOVAL	6.50	50,050
					ADDITIVE REPLACEMENT	5.00	38,500

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P00527**

CURRENT WORKING ESTIMATE (CWE)

UNIT COST ESTIMATE SUMMARY

DATE PREPARED: 10/20/92

SHEET 2 OF 2

PROJECT: FORT ORD INSTALLATION BUILDING - P 00527
ASBESTOS MATERIAL ABATEMENT/REPLACEMENT
LOCATION: FORT ORD, CALIFORNIA
ARCHITECT/
ENGINEER: DIAGNOSTIC ENGINEERING INC.

BASIS FOR ESTIMATE

☒ CODE A (NO DESIGN)
☐ CODE B (PRELIMINARY DESIGN)
☐ CODE C (FINAL DESIGN)
☐ OTHER (SPECIFY): _____

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

COSTS FOR BUILDING P00527 : DIRECT COST		CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS)	CONTRACTOR COST	
ABATEMENT	\$0	\$0	\$0	
REPLACEMENT	\$0	\$0	\$0	\$0
ADDITIVE REMOVAL	\$99,350	\$49,675	\$149,025	
ADDITIVE REPLACEMENT	\$68,250	\$34,125	\$102,375	\$251,400

RECOMMENDED ITEMS:

Building P00527 Contractor Cost		\$0
INDEPENDENT MONITORING (CONTRACT)	10%	\$0
SITE & UTILITIES		\$0
Total Contract Cost		\$0
Contingencies During Construction	10%	\$0
Subtotal		\$0
Supervision & Administration	8%	\$0
Total Construction		\$0
SUB-ALLOTMENT		\$0
Total CWE Without Additives		\$0

ADDITIVE ITEMS:

Building P00527 Additive Contractor Cost		\$251,400
INDEPENDENT MONITORING (CONTRACT)	10%	\$25,140
Total Additive Contract Cost		\$276,540
Contingencies During Construction	10%	\$27,654
Subtotal		\$304,194
Supervision & Administration	8%	\$24,336
Total Additives CWE		\$328,530
Total CWE Including All Additives		\$328,530

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P00527**

UNIT COST ESTIMATE

DATE PREPARED: 10/20/92

SHEET 1 OF 1

PROJECT: FORT ORD INSTALLATION BUILDING - P 00527
ASBESTOS MATERIAL ABATEMENT
LOCATION: FORT ORD, CALIFORNIA
ARCHITECT/
ENGINEER: DIAGNOSTIC ENGINEERING INC.

BASIS FOR ESTIMATE

☒ CODE A (NO DESIGN)
☐ CODE B (PRELIMINARY DESIGN)
☐ CODE C (FINAL DESIGN)
☐ OTHER (SPECIFY): _____

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

ITEM NO.	DESCRIPTION	ACTION	ESTIMATED QUANTITY	UNIT	UNIT COST (\$)	DIRECT COST (\$)
W.I. 1	Floor Tile Mastic	O&M	8,500	SF	0.00	0
W.I. 2	Joint Compound	O&M	7,700	SF	0.00	0

DIRECT COST	\$0
CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS)	\$0
CONTRACTOR COST - ABATEMENT	\$0

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P00527**

UNIT COST ESTIMATE

DATE PREPARED: 10/20/92

SHEET 1 OF 1

PROJECT: FORT ORD INSTALLATION BUILDING - P 00527
ABATED MATERIAL REPLACEMENT
LOCATION: FORT ORD, CALIFORNIA
ARCHITECT/
ENGINEER: DIAGNOSTIC ENGINEERING INC.

BASIS FOR ESTIMATE

☒ CODE A (NO DESIGN)
☐ CODE B (PRELIMINARY DESIGN)
☐ CODE C (FINAL DESIGN)
☐ OTHER (SPECIFY): _____

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

ITEM NO.	DESCRIPTION	ACTION	ESTIMATED QUANTITY	UNIT	UNIT COST (\$)	DIRECT COST (\$)
W.I. 1	Floor Tile Mastic	Replacement	8,500	SF	0.00	0
W.I. 2	Joint Compound	Replacement	7,700	SF	0.00	0

DIRECT COST

\$0

CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS)

\$0

CONTRACTOR COST - REPLACEMENT

\$0

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P00527**

UNIT COST ESTIMATE

DATE PREPARED: 10/20/92

SHEET 1 OF 1

PROJECT: FORT ORD INSTALLATION BUILDING - P 00527
ADDITIVE ASBESTOS MATERIAL REMOVAL
LOCATION: FORT ORD, CALIFORNIA
ARCHITECT/
ENGINEER: DIAGNOSTIC ENGINEERING INC.

BASIS FOR ESTIMATE

☒ CODE A (NO DESIGN)
☐ CODE B (PRELIMINARY DESIGN)
☐ CODE C (FINAL DESIGN)
☐ OTHER (SPECIFY):

REPORT NO. 1A2141AB001

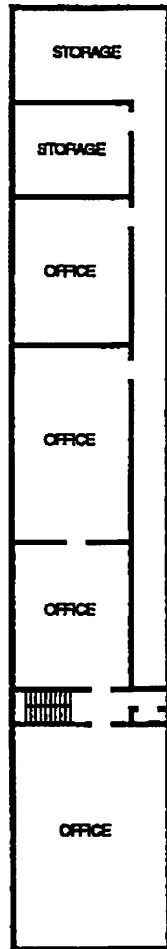
ESTIMATOR: M. EISSINGER

CHECKED BY: L WERNER

ITEM NO.	DESCRIPTION	ACTION	ESTIMATED QUANTITY	UNIT	UNIT COST (\$)	DIRECT COST (\$)
W.I. 1	Floor Tile Mastic	Additive Removal	8,500	SF	5.80	49,300
W.I. 2	Joint Compound	Additive Removal	7,700	SF	6.50	50,050

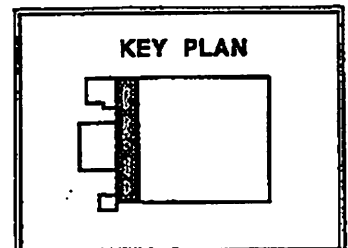
DIRECT COST	\$99,350
CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS)	<u>\$49,675</u>
CONTRACTOR COST - ADDITIVE REMOVAL	\$149,025

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION**



NOTE: No Samples Taken

**BUILDING P00533
MEZZANINE PLAN
SECTION A
NOT TO SCALE**



BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

DIAGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P00527**

UNIT COST ESTIMATE

DATE PREPARED: 10/20/92

SHEET 1 OF 1

PROJECT: FORT ORD INSTALLATION BUILDING - P 00527
ADDITIVE ABATED MATERIAL REPLACEMENT
LOCATION: FORT ORD, CALIFORNIA
ARCHITECT/
ENGINEER: DIAGNOSTIC ENGINEERING INC.

BASIS FOR ESTIMATE

☒ CODE A (NO DESIGN)
☐ CODE B (PRELIMINARY DESIGN)
☐ CODE C (FINAL DESIGN)
☐ OTHER (SPECIFY): _____

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

ITEM NO.	DESCRIPTION	ACTION	ESTIMATED QUANTITY	UNIT	UNIT COST (\$)	DIRECT COST (\$)
W.I. 1	Floor Tile Mastic	Additive Replacement	8,500	SF	3.50	29,750
W.I. 2	Joint Compound	Additive Replacement	7,700	SF	5.00	38,500

DIRECT COST	\$68,250
CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS)	<u>\$34,125</u>
CONTRACTOR COST - ADDITIVE REPLACEMENT	\$102,375

**FIRST AMENDMENT TO “527 LEASE”
BETWEEN THE CITY OF MARINA AND JOBY AERO, INC.**

This First Amendment to the Lease between the City of Marina (“City”) and Joby Aero, Inc, a Delaware corporation (“Tenant”) is made this ____ day of January 2020.

Recitals

- A. On April 18, 2019, City and Tenant entered into that certain Lease between City and Tenant for Building 527 at the Marina Municipal Airport (“527 Lease”) to provide for Tenant’s occupancy and use of Building 527.
- B. Tenant has requested that the City amend the 527 Lease to: (i) extend the term of the 527 Lease and term extension option, (ii)) adjust the escalation rate in recognition of the additional property value provided through installation of Americans with Disability Act (“ADA”) improvements including ADA compliant elevators (“ADA Improvements”) ; (iii) provide for Tenant’s timely construction of the ADA Improvements; and (iv) make certain other revisions in the 527 Lease as more fully set forth herein The parties now wish to enter into this First Amendment to conform the Lease to their intention.
- C. Only the numbered paragraphs of the 527 Lease which are being amended are set forth in this Amendment. Capitalized terms used but not defined in this First Amendment shall have the meanings given to them in the 527 Lease.

Terms & Conditions

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

Now, therefore, the parties agree to enter into this First Amendment, and to amend the 527 Lease effective as of the date first written above as follows:

- 1. Section 1.01 of the 527 Lease is hereby amended and restated to read in its entirety as follows:

“1.01 **Leased Premises.** City hereby leases to Tenant, and Tenant hereby leases from City the following real property and premises (the “Premises”), being a portion of the Marina Municipal Airport, located within and around Building Number 527 (the “Building” or “Building 527”) located at 741 Neeson Rd., Marina, County of Monterey, California, as shown and described on **Exhibit A-1**, attached hereto and made a part hereof.

The interior space leased and to be constructed and leased by this First Amendment shall consists of:

- (1) Approximately 39,446 square feet, including 27,715 square feet of hangar, office and miscellaneous use space, located on the ground floor of Building 527, as outlined and designated on the floor plan attached to the Lease as **Exhibit B**; and

(2) Approximately 13,875 square feet which, following the date first written above, will be enclosed within two prefabricated structures to be attached by Tenant to Building 527, which prefabricated structures are to be used as tool storage and prebonding areas, as shown on **Exhibit B-1**, attached hereto and made a part hereof.

The Premises also include one restroom facility, located on the ground floor, accessible to persons with disabilities (“ADA compliant restroom”). The Building is otherwise as of the Effective Date noncompliant with the ADA.

An easement is granted for ingress to and egress from the leased Premises for vehicles and the following rights, appurtenances, and easements and no others:

a) The exclusive use of certain portions of the surrounding unenclosed paved areas and parking lots as shown and described on **Exhibit A-1**. City reserves the right to designate alternate parking areas for Tenant’s use. Tenant may, in a manner approved in advance and in writing by the City, mark or designate parking spaces for its use.

b) The furniture, furnishings, fixtures, and equipment, if any, to be set forth in the Schedule of Property attached hereto to the Lease as **Exhibit C** and made a part thereof.

The foregoing rights shall terminate simultaneously on expiration or sooner termination of this Lease.”

2. Section 1.04 of the 527 Lease “Term” is hereby amended and restated to read in its entirety as follows:

“1.04 **Term**. The term of this Lease (Term) shall be effective upon March 20, 2019 (the “Effective Date”). City shall confirm the Effective Date of this Lease in writing to the Tenant. The term shall continue for ten years following the Effective Date, to the “Expiration Date” ten (10) years hence unless terminated earlier as provided herein.”.

3. Section 1.05 of the 527 Lease Conditional Option to Extend” is hereby amended and restated to read in its entirety as follows:

“1.05 **Conditional Option to Extend**. Tenant shall have the right and option to renew and extend the term of this Lease by written amendment for an additional period of five (5) years only, through the election and exercise of one five-year option following the Expiration Date in §1.04 hereof. This option may be exercised by Tenant giving written notice of its intent to exercise this option to the City not sooner than 210 nor less than 180 days before the expiration of the Term.”

4. Section 1.06 of the 527 Lease is hereby amended and restated to read in its entirety as follows:

“1.06 **Option to Extend – Rent Payable.** The monthly rent to be paid by the Tenant during the five-year option period will be increased by three and one half percent (3.5%) above the rent payable in the last year of the Term and rounded to the nearest even dollar as follows:

Rent for Year One of option to extend = \$18,225.00 per month.
Rent for Year Two of option to extend = \$18,863.00 per month.
Rent for Year Three of option to extend = \$19,523.00 per month.
Rent for Year Four of the option to extend = \$20,206.00 per month
Rent for Year Five of the option to extend = \$20,913.00 per month”

5. Section 4.02 of the 527 Lease is hereby amended and restated to read in its entirety as follows:

4.02 **Rent: Initial Rent Amount.** Upon the date first written above and continuing for the first five years of the Term of the Lease , the monthly rent payable shall be \$13,433.00, at the rate of \$0.33 per square foot for the ±39,446 square feet of interior space available on the Effective Date and at the rate of \$0.03 per square foot for the ±13,875 square feet of space to be enclosed as added by the Tenant following the date first written above, rounded to the nearest even dollar. The City agrees not to increase the monthly rent during Years Two through Five to serve as a financial incentive for the completion of the ADA improvements. The monthly rent payable in Year Six of the 527 Lease shall be \$15,346.00 based upon the City foregoing the imposition of the 3.5% annual increase provided for in the 527 Lease and instead imposing a deferred 2.5% increase cumulatively for each of the years two through five of the initial Term. Thereafter for the balance of the initial term the rent shall increase annually by three and one half percent (3.5%), and be rounded to the nearest even dollar above the amount payable in Year Six and succeeding years as follows:

Rent from Date First Written Above =	\$13,433.00 per month
Rent for Year Two =	\$13,433.00 per month.
Rent for Year Three =	\$13,433.00 per month.
Rent for Year Four =	\$13,433.00 per month.
Rent for Year Five =	\$13,433.00 per month.
Rent for Year Six =	\$15,346.00 per month
Rent for Year Seven =	\$15,883.00 per month
Rent for Year Eight =	\$16,439.00 per month
Rent for Year Nine	\$17,014.00 per month
Rent for Year Ten =	\$17,609.00 per month

Tenant shall also pay as additional rent, every month as provided above, the amounts set forth in Article 12 herein for utilities (water, sewer, and gas), trash collection and assessments. The rent payable under this Lease shall be triple net (*i.e.*, Tenant shall pay all of its operating expenses, insurance premiums and taxes including possessory interest tax). Rent and all net charges shall commence upon the Effective Date.”

6. Section 4.09 of the 527 Lease is hereby added to read in its entirety as follows:

“4.09 Rental Adjustment for Failure to Complete ADA Improvements Within Twelve (12) Months of the Date of this First Amendment. Should Tenant not complete all ADA Improvements described and listed in **Exhibit F**, attached hereto and by this reference made a part hereof, in accordance with the Schedule of Performance set forth in Exhibit F (“Schedule of Performance”) Tenant shall pay the difference between the rent paid from the month first written above and the rent that would have been due and payable for each of those months during Year One and based upon an increase in the monthly rent during Year Two of the Lease of 3.5%. If the ADA Improvements are not completed in accordance with the Schedule of Performance, the balance of the monthly rent due for each remaining month of Year Two shall be determined and increased by 3.5% and rounded to the nearest even dollar above the amount payable in Year One and the rent for Years Three through Ten shall be as follows:

Rent for Year Three =	\$14,390.00 per month.
Rent for Year Four =	\$14,894.00 per month.
Rent for Year Five =	\$15,415.00 per month.
Rent for Year Six =	\$15,955.00 per month
Rent for Year Seven =	\$16,513.00 per month
Rent for Year Eight =	\$17,091.00 per month
Rent for Year Nine =	\$17,689.00 per month
Rent for Year Ten =	\$18,308.00 per month

And the month rent payable for Years One through Five of the Option to Extend shall be as set forth as follows in lieu of the amounts set forth in Section 1.06 as amended:

Rent for Year One of option to extend =	\$18,949.00 per month.
Rent for Year Two of option to extend =	\$19,612.00 per month.
Rent for Year Three of option to extend =	\$20,298.00 per month.
Rent for Year Four of the option to extend =	\$21,008.00 per month
Rent for Year Five of the option to extend =	\$21,743.00 per month”

7. Section 8.05 of the 527 Lease is hereby added to read in its entirety as follows:

“8.05 Construction of ADA Improvements. From and after the date first written above, Tenant shall commence construction of all improvements required to meet all applicable accessibility standards required by the ADA required in connection with the Tenant’s commercial use of the Premises. Tenant shall diligently prosecute the work of the ADA Improvements to completion in accordance with the Schedule of Performance. Tenant shall construct the ADA Improvements in accordance with plans and specifications to be completed by Tenant and submitted to the City within sixty (60) days of the date first written above.”

8. Section 9.08(g) of the 527 Lease is hereby amended by deletion of the first sentence in its

entirety. Remainder of Section 9.08(g) is unchanged.

9. Integration. This First Amendment and the 527 Lease 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 First Amendment and the 527 Lease merge into this First Amendment and the 527 Lease.

10. Counterparts. This First Amendment may be executed in any number of counterparts and all of counterparts taken together shall be deemed to constitute one and the same instrument.

11. Authority. Each individual executing this Amendment represents and warrants that he or she is duly authorized to execute and deliver this Amendment and that this Amendment is binding in accordance with its terms.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first written above.

CITY OF MARINA

JOBY AERO, INC.
a Delaware corporation

By: _____

Layne Long
City Manager

By: _____

JoeBen Bevirt
Chief Executive Officer

Date: _____

Date: _____

ATTEST: (Pursuant to Resolution 2020-____)

By: _____

Anita Shepherd-Sharp
Acting Deputy City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

EXHIBIT A-1

Plat of the Leased Premises showing Dimensions
Along the leasehold boundaries

DRAFT

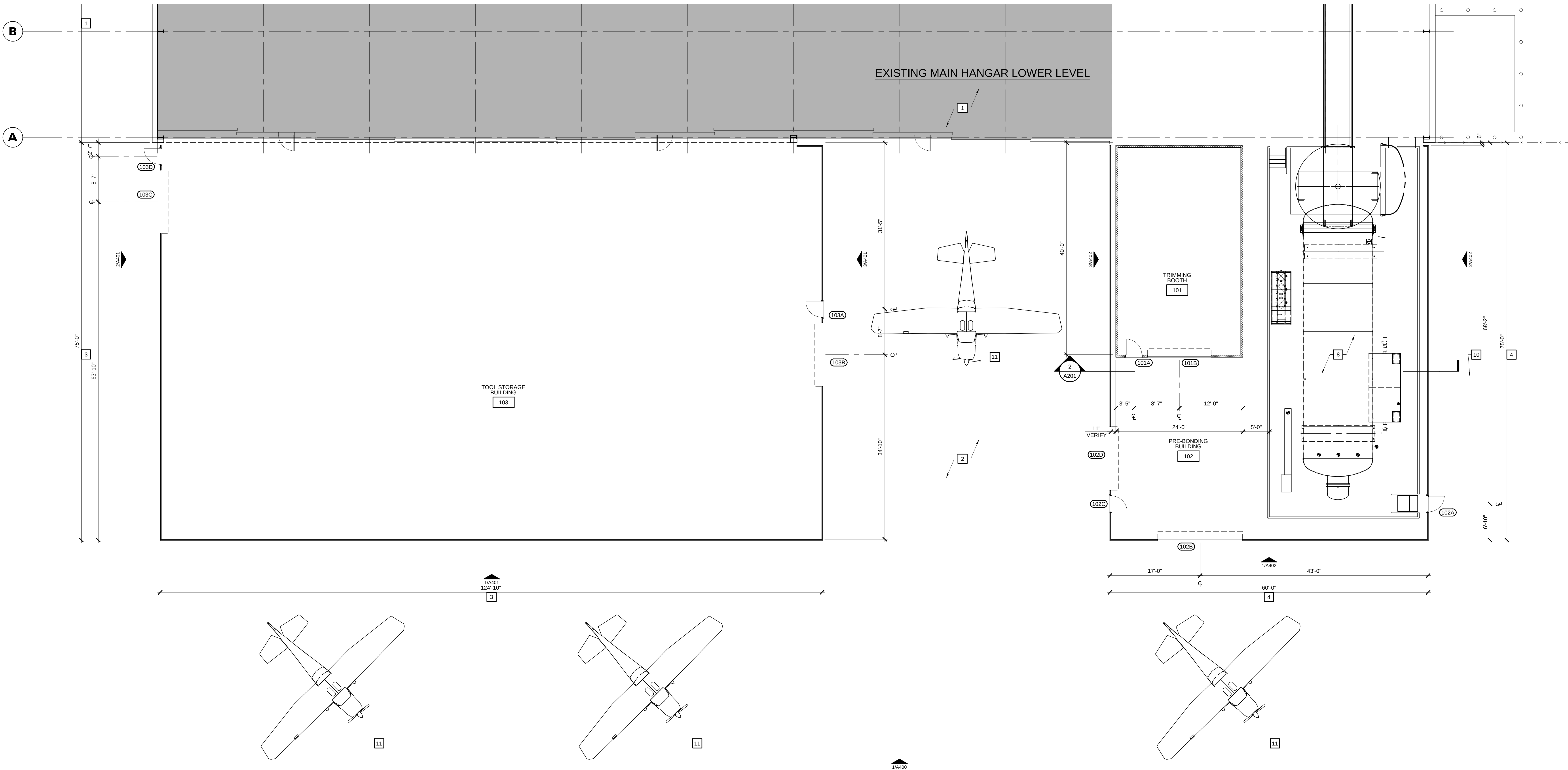
Exhibit "A - 1" Building 527 Leasehold Area



EXHIBIT B-1

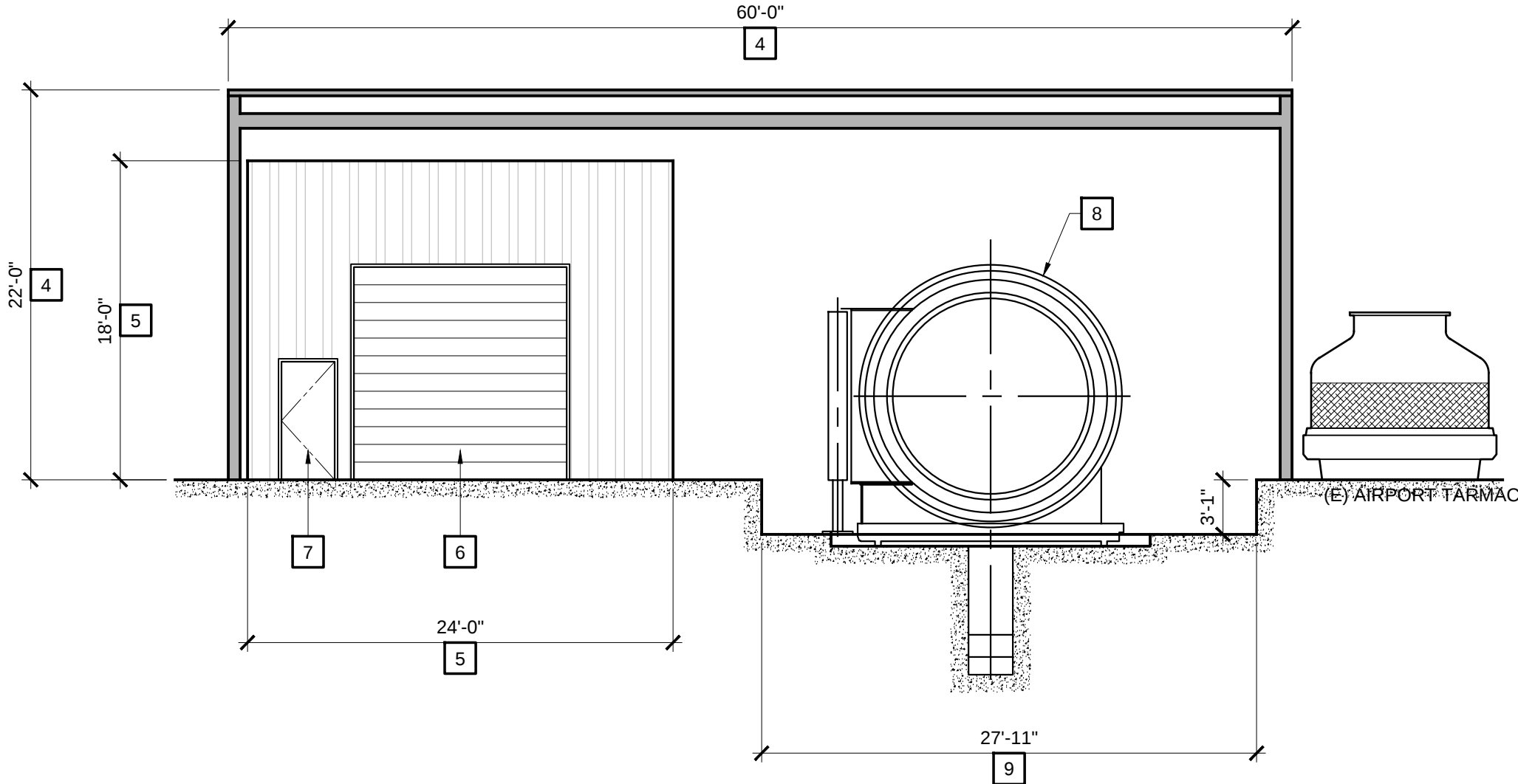
Plat of interior space to be added to Building 527

DRAFT



1 TOOL STORAGE AND PRE-BONDING BUILDINGS FLOOR PLANS
SCALE: 1/8" = 1'-0"

KEY NOTES	
THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.	
1	EXISTING TWO STORY HANGAR.
2	EXISTING AIRPORT TARMAC.
3	NEW METAL BUILDING: TOOL STORAGE.
4	NEW METAL BUILDING: PRE-BONDING.
5	NEW METAL SIDED TRIMMING BOOTH.
6	NEW METAL ROLL-UP DOOR.
7	NEW HOLLOW METAL MAN-DOOR.
8	NEW AUTOCLAVE AND SUPPORTING EQUIPMENT / CONTROLS.
9	NEW AUTOCLAVE EQUIPMENT PIT.
10	NEW AUTOCLAVE SWAMP COOLER.
11	CESSNA MODEL 172 FOR REFERENCE ONLY.



2 AUTOCLAVE PIT SECTION
SCALE: 1/8" = 1'-0"

EXHIBIT F

List of ADA Improvements to be accomplished

&

Schedule of Performance

DRAFT

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of January 22, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING LEASE AGREEMENT BETWEEN THE CITY OF MARINA
AND JOBY AERO, INC FOR THE 20,500 SQUARE FOOT HANGER
SPACE IN THE BUILDING LOCATED AT 761 NEESON ROAD
(BUILDING 524) AT THE MARINA MUNICIPAL AIRPORT,
AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY
ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING
CITY MANAGER TO EXECUTE LEASE AGREEMENT ON BEHALF OF
THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY
ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020- , approving a Lease Agreement between the City of Marina and Joby Aero Inc for the 20,500 square foot hanger space in the building located at 761 Neeson Road (Building 524) at the Marina Municipal Airport; and
2. Authorizing Finance Director to make necessary accounting and budgetary entries; and
3. Authorizing City Manager to execute Lease Agreement subject on behalf of the City, subject to final review and approval by City Attorney.

BACKGROUND:

The City has been approached by Joby Aero Inc. about potentially leasing additionally hangar space at the Marina Airport. They have an immediate need to occupy space at Building 524. There are currently two tenants with reassign-able Hanger Leases that are storing aircraft in the hangar space of Building 524. If the proposed lease is approved, these Hanger leases will be reassigned to Building 533, which will allow the airport to further maximize rent revenues while supporting job growth.

ANALYSIS:

Building 524 is a steel framed structure with corrugated metal siding; large central hangar bay (approximately 137 feet wide, 150 feet long) with sliding doors at each end (facing northwest and southeast); door clearance height of 35-40 feet; with two-story storage or office and restroom space along both sides of the hangar bay. The interior space consists of approximately 20,500 square feet of the hangar bay floor.

Joby's immediate need is for the hangar space for the purposes of aircraft final assembly, flight systems installation, aircraft repairs, and flight vehicle preparation for test operations. Joby operations also require access to the runway/taxiway system for activities such as propulsion testing, antenna performance testing, and acoustics measurement testing. In the near future Joby will also be hover testing and flight-testing experimental vehicles from the Marina airport under the approval of the FAA and the airport manager. The hangar space will also be use by Joby for aircraft storage.

The Airport relies heavily upon the revenue generated from leasing buildings and/or space in the buildings which accounts for approximately forty nine percent (49%) of the airport's annual revenue. Staff and City Attorney's office have prepared, and Joby Aero Inc has reviewed the Lease Agreement for Building 524 ("EXHIBIT A"). The Lease Agreement provides for:

- Base Term of 10 years and one conditional option period of five years.
- Market Rate Base Rent consistent with the recent Airport Rent Study completed in April 2016 which is approximately \$0.33 per square foot.
- Rent will increase annually by two and one-half percent (2.5%) annually for years 2-5 and will increase annually by three and one-half percent (3.5%) for years 6-10.

Further benefits of the proposed lease include:

- The lease of hanger space in Building 524 will create ongoing/reoccurring building lease revenue for the Airport.
- Joby Aero will increase employment within the community.

FISCAL IMPACT:

Should the City Council approve this request, anticipated beginning annual rent revenue to the airport will be approximately \$83,205.

Building lease rent revenue is recorded to FY 2018-19 Budget, Airport Operations Fund 555, Facilities Rents Building Rents, Account No. 555.000.000.00-5460.220.

CONCLUSION:

This request is submitted for the City Council consideration and approval

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING LEASE AGREEMENT BETWEEN THE CITY OF MARINA
AND JOBY AERO, INC FOR THE 20,500 SQUARE FOOT HANGER SPACE
IN THE BUILDING LOCATED AT 761 NEESON ROAD (BUILDING 524) AT
THE MARINA MUNICIPAL AIRPORT, AUTHORIZING FINANCE
DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY
ENTRIES, AND AUTHORIZING CITY MANAGER TO EXECUTE LEASE
AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW
AND APPROVAL BY CITY ATTORNEY

WHEREAS, Currently Building 524 consists of approximately 20,500 square feet of hangar, space located on the ground floor; and

WHEREAS, Joby Aero, Inc. is interested in leasing space at the City of Marina Airport and is interested in leasing the 20,500 square feet of hangar space; and

WHEREAS, the Airport relies heavily upon the revenue generated from leasing buildings and/or space in the buildings which accounts for approximately forty-nine percent (49%) of the airport's annual revenue; and

WHEREAS, Joby Aero, Inc. is interested in leasing other building space at the airport and potentially could bring a significant number of research and development, manufacturing, and airport related jobs to Marina; and

WHEREAS, staff and City Attorney's office have prepared and Joby Aero has reviewed the Lease Agreement for Building 524 ("EXHIBIT A"). The Lease Agreement provides for:

- Base Term of ten years and one conditional option period of five years.
- Market Rate Base Rent consistent with the recent Airport Rent Study completed in April 2016 which is approximately \$0.33 per square foot
- Rent will increase annually by two and one-half percent (2.5%) annually for years 2-5 and will increase annually by three and one-half percent (3.5%) for years 6-10; and

WHEREAS, further benefits of the proposed lease include:

- The lease of hanger space in Building 524 will create ongoing/reoccurring building lease revenue for the Airport.
- Joby Aero Inc. will increase employment within the community

WHEREAS, anticipated annual rent revenue to the airport will be approximately \$83,205. Building lease rent revenue is recorded to FY 2018-19 Budget, Airport Operations Fund 555, Facilities Rents Building Rents, Account No. 555.000.000.00-5460.220.

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

1. Approve Lease Agreement between City of Marina and Joby Aero Inc, for the 20,500 square foot hanger space in the building located at 761 Neeson Road (Building 524) at the Marina Municipal Airport; and
2. Authorize Finance Director to make necessary accounting and budgetary entries; and

3. Authorize City Manager to execute Lease Agreement on behalf of the City, subject to final review and approval by City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 22ND day of January 2020, 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

MARINA MUNICIPAL AIRPORT

**LEASE BETWEEN
THE CITY OF MARINA**

AND

JOBY AERO, INC.

for

A PORTION OF BUILDING 524

Recording Requested by and)
When recorded mail to:)
City Clerk)
City of Marina)
857 Cass Street, Suite D.)
Monterey, California 93940)
)
APN 031-112-021)
_____)

LEASE

THIS LEASE (the "Lease"), made and entered into this ____ day of January 2020, by and between the **CITY OF MARINA**, a California municipal corporation ("City"), and **JOBY AERO, INC.** a corporation of the State of Delaware registered to do business in California ("Tenant" or "Joby"), as follows:

Recitals:

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

- A. City owns and operates the Marina Municipal Airport (the "Airport") located in the City of Marina. The Airport was formerly known and operated by the U.S. Army as Fritzsche Airfield and was part of the Fort Ord Military Reservation.
- B. Tenant desires to lease a portion of the Airport real property, which includes a structure formerly utilized by the U.S. Army as an aircraft hangar and office facility, for use in the Tenant's aeronautical use in connection with Tenant's business of developing, designing, engineering, tooling, testing, manufacturing and the sale of aircraft and aircraft components and for the storage of active/airworthy aircraft or performing final assembly of aircraft under construction, or for repairing and storing tools and materials used for aircraft or for any one of the "aeronautical uses" defined in Federal Aviation Administration (FAA) Regulations. Portions of Building 524 are, upon execution of this Lease, occupied by the Cequel Communications III/dba Suddenlink under the terms of a lease between the City and the Cequel Communications and by certain cellular site service providers under the terms of leases between the City and those providers. A portion of Building 524 is also used by the City as a pilot's lounge/
- C. On February 14, 2019, the FAA reviewed and had no objections to the terms and conditions of a Lease for between the City and Tenant for Building 527 at the Airport as an aeronautical lease. This Lease is entered into by the same parties for the same aeronautical use by the Tenant.
- D. As the lease of an existing public structure this Lease is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Categorical Exemption 15301.

- E. It is mutually agreed that this Lease is upon and subject to the following contingency, terms, covenants, conditions and provisions and Tenant covenants, as a material part of the consideration of this Lease, 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 Lease is made upon the condition of such performance and compliance.

Contingency

Joby acknowledges and understands that the City does not presently have possession of the Premises it proposes to lease to Joby, as the Premises are currently under lease to Juliatt Kilo, LLC, a California limited liability company ("Juliatt Kilo"). City shall use commercially reasonable and diligent efforts to relocate Juliatt Kilo to another facility on the Airport or to terminate the month-to-month Lease entered into on April 16, 2019 by and between the City and Juliatt Kilo on or before the date which is thirty days (30) following the mutual execution and delivery of his Lease (Contingency Date). Juliatt Kilo shall not be a third party beneficiary of this Lease but, without any further action required on the part of the City or Joby, this Lease shall be effective as to Joby and its assigns as to the date of Juliatt Kilo's relocation or termination ("Effective Date"). Provided that within ten (10) days following the occurrence of the Effective Date, the Effective Date and the Expiration Date of this Lease and certain other terms of the Lease shall be confirmed in writing by the City and Joby. If before the Contingency Date City fails to or is unable to relocate or terminate the lease with Juliatt Kilo, either the City or Joby may terminate this Lease without penalty or claim of breach upon five business days' written notice to the other party and both parties shall be released and discharged from any further obligation hereunder.

Terms and Conditions

ARTICLE 1. LEASE OF PREMISES, EASEMENT AND RESERVATION, TERM

1.01 **Leased Premises.** City hereby leases to Tenant, and Tenant hereby leases from City a portion of the following described premises (the "Premises"), being a portion of the Marina Municipal Airport, located within Building Number 524 (the "Building" or "Building 524") located at 761 Neeson Rd., Marina, County of Monterey, California, as shown on **Exhibit A**, attached hereto and made a part hereof. Building 524 is a steel framed structure with corrugated metal siding; large central hangar bay (approximately 137 feet wide, 150 feet long) with sliding doors at each end (facing northwest and southeast); door clearance height of 35-40 feet; with two-story storage or office and restroom space along both sides of the hangar bay. The interior space leased consists of approximately 20,500 square feet of the hangar bay floor as designated on the floor plan attached hereto as **Exhibit B** and made a part hereof. The Premises are noncompliant with the Americans with Disabilities Act ("ADA"). An easement is granted for ingress to and egress from the leased Premises for vehicles and the following rights, appurtenances, and easements and no others:

a) The nonexclusive use of certain portions of paved areas and parking lots as shown on **Exhibit A**. City reserves the right to designate alternate parking areas for Tenant's use. Tenant may, in a manner approved in advance and in writing by the City, mark or designate parking spaces for its use.

b) The furniture, furnishings, fixtures, and equipment, if any, to be set forth in the Schedule of Property attached hereto as **Exhibit C** and made a part hereof.

The foregoing rights shall terminate simultaneously on expiration or sooner termination of this Lease.

1.02 Easement and Reservation. The following described easement and reservation is hereby reserved by the City:

a) Avigation Easement. The leased Premises shall be subject to an easement and right of way for the unobstructed passage of aircraft in the airspace above the leased Premises, which is reserved by City for the benefit of itself and all members of the general public operating aircraft which land at or take off from the Airport. Concomitant and coextensive with said easement and right of way, City and general public shall have the further right to cause in all airspace above the surface of the leased Premises such noise, vibrations, fumes, dust, fuel particles, and other effects that may be caused by the operation of aircraft landing at or taking off from or otherwise operating at the Airport. In connection with this easement and right of way, Tenant agrees not to cause or permit any structure, natural growth, or other object on the leased Premises which extends into the airspace over the leased Premises more than 210 feet above mean sea level, and not to use or permit the use of the leased Premises in such a manner as to create electrical interference with radio communications between aircraft and the Airport, to make it difficult for flyers to distinguish between airport lights and other lights, to impair visibility in the vicinity of the Airport, or to otherwise endanger aircraft landing at or taking off from the Airport. Tenant further agrees that in the event it causes or permits any structure, natural growth, or other object on the leased Premises which extends into the airspace over the leased Premises more than 210 feet above mean sea level, or otherwise causes or permits any condition on the leased Premises which endangers aircraft landing at or taking off from the Airport, then City shall have the right to enter upon the leased Premises and to remove such structure, natural growth, object or condition endangering aircraft landing at or taking off from the Airport, all at Tenant's sole cost and expense.

b) Utility Reservation. City reserves the right to install, lay, construct, maintain, repair and operate 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 leased Premises. No right reserved by the City in this clause shall be so exercised as to interfere unreasonably with Tenant's operations or to impair the security of any secured creditor of Tenant.

c) Parking. The City reserves the right, with prior written notice to Tenant, to use the parking area in conjunction with special events held at the Airport (see 2.03 below). In making use of the parking area, City shall consider and make a good faith effort to alleviate adverse effects on Tenant's operations. City and Tenant agree to reasonably cooperate concerning the City's occasional use of the parking area.

1.04 **Term.** The term of this Lease (“Term”) shall be effective upon the Effective Date. City and Tenant shall confirm the Effective Date of this Lease in writing. The Term shall continue for ten years following the Effective Date, to the “Expiration Date” ten years hence unless terminated earlier as provided herein.

1.05 **Conditional Option to Extend.** Tenant shall have the conditional right and option to renew and extend the term of this Lease by written amendment for an additional period of five years only, through the election and exercise of one five-year option following the Expiration Date in §1.04 hereof. This option is conditional upon FAA approval and Tenant’s acceptance of the terms of a lease amendment. This option may be exercised by the Tenant by its giving written notice of its intent to exercise this option to the City not sooner than 210 nor less than 180 days before the expiration of the Term.

1.06 **Option to Extend – Rent Payable.** The monthly rent to be paid by the Tenant for the conditional five-year option will be increased by three and one half percent (3.5%) above the monthly rent payable in the final year of the Term as follows:

Rent for Year One of option to extend =	\$ 9,179.00 per month.
Rent for Year Two of option to extend =	\$ 9,500.00 per month.
Rent for Year Three of option to extend =	\$ 9,833.00 per month.
Rent for Year Four of option to extend =	\$10,177.00 per month.
Rent for Year Five of option to extend =	\$10,533.00 per month.

1.07 **Holding Over.** Any holding over after the expiration of the initial or extended term of this Lease with the consent of the City shall be construed to be a tenancy from month-to-month at a monthly rental equal 125% of the monthly rental for final month of the previous term. Tenant’s occupancy during any period of holding over shall otherwise be on the same terms and conditions herein specified so far as applicable.

1.08 **Tenant Option to Elect Early Termination.** Provided Tenant is in compliance with all terms and conditions of this Lease including, but not necessarily limited to the payment of rent and other charges, Tenant shall have the option to terminate this Lease following the end of the twenty-fourth month following the Effective Date by giving written notice to the City of Tenant’s election to terminate this Lease at least 180 days prior to the early termination date.

ARTICLE 2. USE OF LEASED PREMISES

2.01 **Use.** This Lease is made for the purpose of allowing Tenant’s commercial, aeronautical, use of the leased Premises and for granting Tenant certain rights and privileges to occupy Building 524 and to use the adjacent areas designated for parking for Tenant's use. Tenant may use the Premises in its business of aviation-related manufacturing, assemblage or research and aviation-based services, supplies or retail including developing, designing, engineering, tooling, testing, manufacturing and the sale of aircraft and aircraft components; and must continually use the Premises at all times under the term of this Lease for the storage of active/airworthy aircraft or performing final assembly of aircraft under construction, or for repairing and storing tools and materials used for aircraft or for any one of

the “aeronautical uses: as now set forth in the Section II (b) of the FAA’s “Final Policy on Non Aeronautical Use of Airport Hangars” published in the Federal Register on June 15, 2016, or as that Policy may be amended in the future concerning the aeronautical use of hangars. A use by the Tenant, or any subtenant or successor in interest, other than in conformation to those described in the Final Policy on Non Aeronautical Use of Airport Hangars shall require the prior written amendment of this Lease and may require a use permit from the City. There shall be no outdoor storage except within fenced and screened areas approved in advance and in writing by the City or for storage of hazardous materials approved in advance and in writing by the City’s Fire Chief. Tenant shall not use the leased premises, or any part thereof, or permit them to be used for any purpose, including residential purposes, other than the purpose specified herein without the consent of the City, such consent not to be unreasonably withheld.

The Tenant by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the leased Premises in any manner that might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the Tenant.

2.02 Airport Rules & Regulations. In making use of the leased Premises as specified in this Lease the Tenant shall, in common with all other users of the Airport, comply with the following rules and regulations:

a) Tenant acknowledges that it has received and reviewed a copy of the City's Airport Operating Ordinance (Marina Municipal Code Chapter 13.22) and shall comply with the minimum operating standards or requirements promulgated by City and applicable to each of Tenant's activities on the Airport.

b) Subject to the provisions of the California Code of Civil Procedure §731a, Tenant shall not do or permit to be done upon the Premises any act or thing which constitutes a nuisance, i.e., which may disturb the quiet enjoyment of City, any other tenant of City or private businesses on adjacent land or neighboring property. If City notifies Tenant that such a nuisance or disturbance exists, Tenant agrees, within 72 hours from receiving written notice by the City, to abate or otherwise cause said nuisance to be cured. In the event Tenant has not taken corrective action within 72 hours, the City may enter and abate said nuisance, including but not limited to entering the Premises and abating the nuisance or disturbance, at the expense of Tenant without any liability whatsoever to City for monetary loss or anticipated profits of Tenant or others.

c) Tenant shall have the right, at its expense, to place in the leased Premises a sign or signs identifying Tenant. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved in advance by the City and in conformance with any overall directional graphics or sign program established by the City including section 17.28.060 of the City’s Zoning Ordinance. Tenant shall expeditiously submit its application to the City Planning Department to process Tenant’s request for a sign or signs to be affixed to the leased Premises, to be readily visible from Neeson Road. City's approval shall not be delayed or withheld unreasonably. Notwithstanding any other provision of this Lease, any signs shall remain the property of Tenant. Tenant shall remove, at its own expense, all lettering, signs and placards so erected on the Premises upon termination of this Lease.

d) Tenant shall have the right, at its expense, to place in or on the Premises trade fixtures, furnishings, personal property, equipment and materials necessary to perform any services provided for or authorized hereunder. Said trade fixtures, furnishings, personal property, equipment and materials shall remain the property of Tenant.

e) Tenant shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business provided for and authorized hereunder, including rules and regulations promulgated by the City, and Tenant shall maintain in effect and post in a prominent place all necessary or required licenses or permits, including an Occupancy Permit obtained pursuant to Marina Municipal Code, Chapter 15.54 and a City business license pursuant to Marina Municipal Code Title 5, prior to commencing occupancy and operations. Tenant shall prepare an Emergency Action/Fire Protection Plan. Current plan shall be kept on file with the City's Fire Department.

f) Tenant agrees at its own expense to keep and maintain on the leased Premises portable fire extinguishers of such number, size and type as may be prescribed from time to time by the regulations of the City's Fire Department.

g) Tenant shall be responsible for the maintenance and repair of the Premises as set forth in §10.02 of this Lease and shall keep and maintain the Premises in good condition, order and repair, and shall surrender same upon the expiration of this Lease in the condition in which they are required to be kept, reasonable wear and tear and damage by the elements not caused by Tenant's negligence excepted. Tenant, by this Lease, specifically waives the provisions of §§1941 and 1942 of the California Civil Code with respect to the landlord's obligations for the tenantability of leased Premises and the Tenant's right to make repairs and deduct the expenses of such repairs from rent.

h) Semi-trucks and trailers delivering materials and shipping finished products shall not do so within the Airport operations area unless approved by the Airport Services Manager in writing. Email shall be acceptable for this purpose). Delivery vehicles shall be under the control and/or escort of a representative of the tenant at all times while on the Airport operations area. Semi-trucks and trailers must not be parked in any area of the Airport including the parking lot after delivery or pickup operations are completed.

i) Tenant understands and agrees that its right to use the leased Premises for the purposes provided for by this Lease shall not be, and shall not be construed to be, exclusive of the right of any other person or firm to operate the same or a similar business at the Marina Municipal Airport and to lease premises at the Airport from the City for such purposes, within the meaning of §308A of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1349a). City reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Tenant by this Lease, excepting any rights with respect to the use or possession of the leased Premises.

j) Tenant shall, in good faith use its best efforts to efficiently utilize the facilities covered by this Lease in order to promote and aid the commerce of the Marina Municipal Airport and the use of its facilities at no additional cost to Tenant.

2.03 **Special Events.** Tenant understands and acknowledges that the City will, from time to time, conduct special events at the Airport. Tenant agrees to cooperate with the City concerning these events (e.g. allowing the City to use the Premises Parking Area during weekends). City shall provide not less than 14-days prior written notice to Tenant of any special event which is expected to have an impact on Tenant's operations or use of the property.

ARTICLE 3. USE AND MAINTENANCE OF AIRPORT FACILITIES

3.01 **Maintenance of Airport Facilities.** The City reserves the right but shall not be obligated to the Tenant to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport together with the right to direct and control all activities of the Tenant in this regard.

3.02 **Aerial Approaches.** City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting or permitting to be erected, any building or other structure on or adjacent to the Premises which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

3.03 **FAR Notification Requirements.** Tenant agrees to comply with the notification and review requirements covered in of the Federal Aviation Regulations in the event future construction of a building is planned for the leased Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the leased Premises. This requires the submission of FAA Form 7460-1 *Notice of Construction or Alteration to the FAA*. The Tenant by accepting this Lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit objects of natural growth or other obstructions on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of Tenant.

3.04 **FAA Safety & Security Rules & Regulations.** Tenant will conform to Airport and FAA safety and security rules and regulations regarding use of the Airport operations area including runways, taxiways, and aircraft aprons by vehicles, employees, customers, visitors, etc., in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered or required by the Airport; and will be subject to penalties as prescribed by the Airport Manager for violations of the Airport safety and security requirements.

3.05 **Non Interference with Landing and Taking off of Aircraft.** The Tenant by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the Tenant.

ARTICLE 4. RENTS AND FEES

4.01 **Time and Place of Payment.** Tenant shall pay all rental charges and all other obligations due to the City under this Lease every month in advance on or before the first day of the month during the term of this Lease at the office of the City Finance Director, City Hall, 211 Hillcrest Avenue, Marina, California 93933. The rent for certain months of this Lease may be pro-rated. For purposes of calculating and pro-rating rents and other charges due, each month shall be considered to have 30 days, and each year of the initial or any extended term of this Lease to have 360 days.

4.02 **Rent: Initial Rent Amount.** The monthly rent payable shall be \$6,765.00 (at the rate of \$0.33 per square foot, rounded to the nearest even dollar). Thereafter, for the first five years of the initial term the rent shall increase annually by two and one-half percent (2.5%) above the monthly rent payable in the prior year; commencing on the beginning of the sixth year, the rent shall increase by three and one-half percent (3.5%) above the rent payable in the prior year as follows:

Rent for Year Two =	\$6,934 00 per month.
Rent for Year Three =	\$7,107.00 per month.
Rent for Year Four =	\$7,285.00 per month.
Rent for Year Five =	\$7,467.00 per month.
Rent for Year Six =	\$7,729.00 per month.
Rent for Year Seven =	\$7,999.00 per month.
Rent for Year Eight =	\$8,279.00 per month.
Rent for Year Nine =	\$8,569.00 per month.
Rent for Year Ten =	\$8,869.00 per month.

Tenant shall also pay as additional rent, every month as provided above, the amounts set forth in Article 12 herein for utilities (water, sewer, and gas), trash collection and assessments. The rent payable under this Lease shall be triple net (*i.e.*, Tenant shall pay all of its operating expenses, insurance premiums and taxes including possessory interest tax). Rent and all net charges shall commence upon the Effective Date.

4.03 **Delinquency Charge.** Tenant hereby acknowledges that late payment by Tenant of rent and other sums due hereunder will cause the City to incur costs not contemplated by this Lease, the exact amount will be extremely difficult to ascertain. Should any payments due under this Lease remain unpaid ten days after the due date of such payment, a penalty of 10% shall be added to any payments past due. City may, but is not required to, provide written notice to Tenant of Tenant's failure to pay rent when due. City and Tenant agree that this late charge represents a fair and reasonable estimate of costs that the City will incur by reason of the late payment of rent by the Tenant. Acceptance of any such late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent the City from exercising any of the other rights and remedies available to it by reason of such default. Interest on any unpaid rents, charges and any penalty shall accrue at the rate of 1.5% per month thereafter until paid.

4.04 **Performance Deposit**. Upon execution of this Lease, Tenant will pay to the City the sum of \$13,430.00, deposited with the City's funds as partial security of future rental and other payments due. The parties agree that these funds will remain on deposit with the City and shall be considered a performance deposit under this Lease. In the event the City is required to utilize this deposit or any portion thereof during the term of this Lease for the payment of rents, charges, or fees due, Tenant within thirty (30) days from such use of the deposit funds shall deposit with the City an additional sum sufficient to restore the performance deposit to the amount herein set forth. This performance deposit, or any remaining portion thereof, shall be returned to the Tenant without interest at the termination of this Lease, after deduction of any amounts therefrom for payment of any obligation of Tenant due and owing to the City under any of the provisions of this Lease.

4.07 **Accord and Satisfaction**. No payment by Tenant or receipt by the City of a lesser amount of any sum due hereunder shall be deemed to be other than on account of the earliest due rent or payment, nor shall any endorsement or statement on any check or payment, or any letter accompanying any such check or payment, be deemed an accord and satisfaction, and the City may accept such check or payment and pursue any other remedy available in this Lease, at law or in equity. The City may accept any partial payment from Tenant without invalidation or any contractual notice require to be given herein (to the extent such contractual notice is required) and without invalidation of any notice require to be given pursuant to California Code of Civil Procedure section 1161 *et seq.*, or any successor statute thereto.

4.08 **Commissions**. City shall not be liable for the payment of any brokerage commissions or fees associated with this Lease to engineers, contractors, or attorneys working on behalf of Tenant.

ARTICLE 5. TAXES AND ASSESSMENTS

5.01 **Payment**. Tenant shall meet all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted including a **possessory interest tax** created by this Lease, permit and license fees, it being understood by Tenant that although the public property is held in public ownership, **Tenant's interest therein will be taxable as a possessory interest** (California Revenue & Taxation Code §107.6). Tenant shall pay any personal property taxes levied on Tenant's inventory, furnishings, personal property or trade fixtures. Tenant may, at its sole expense and cost, contest any tax or fee. All taxes, fees, assessments, charges, etc. shall be paid prior to their delinquency date and satisfactory evidence that such taxes have been paid shall be furnished to the City.

5.02 **Joint Assessment**. If the Premises are not separately assessed, Tenant's liability shall be an equitable portion of the possessory interest taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by the City from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. The City's reasonable determination thereof, in good faith, shall be conclusive.

5.03 **Assessment by the Monterey County Water Resources Agency (MCWRA)**. Tenant shall pay any assessment levied by the MCWRA. If the leased Premises are not separately assessed by MCWRA, Tenant's liability shall be an equitable portion of the MCWRA assessment for all of the land and improvements of which the Premises are a part included within the parcel(s) so assessed, such

proportion to be determined by the City from the respective valuations assigned in the MCWRA's work sheets or such other information as may be reasonably available. The City's reasonable determination thereof, in good faith, shall be conclusive provided, however, Tenant may appeal the City's determination of the proration of any MCWRA assessments to the City Council, whose decision shall be final. In the event Tenant fails to pay any assessment when due, the City may, at its option, pay the same and collect from Tenant's performance deposit (see Section 4.06) the amounts so disbursed, plus interest at the rate of 10% per annum or fraction thereof.

ARTICLE 6. SUBORDINATE TO FEDERAL AGREEMENT AND REGULATIONS

6.01 **Subordinate to Agreements with U.S.** This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States government or any department thereof relative to federal aid for the development and maintenance of the Airport or the development, operation or maintenance of the Airport. Failure of the Tenant or any occupant to comply with the requirements of any existing or future agreement between the City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Tenant's rights hereunder. Tenant acknowledges it has been given an opportunity to review the Deed of Conveyance for the leased Premises from the U.S. Army to the City and agrees to comply with all requirements pertinent to Tenant's activities contained in that document.

6.02 **War or National Emergency.** This Lease and all provisions hereof shall be subject to whatever right the United States government has affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

6.03 **Conformance with Federal Aviation Administration Regulations.** Tenant agrees that Tenant's use of the leased Premises, including all future construction, modification or alteration thereon, shall comply with all applicable Federal Aviation Administration regulations now in force or that may be hereafter adopted by Federal authority. This Lease and Tenant's occupancy of the leased Premises is governed by and subject to the provisions set forth in the Federal Aviation Administration Assurances ("Exhibit D") attached hereto and incorporated herein by this reference and as they may be amended in the future. In the event of a conflict between the Federally Aviation Administration Assurances and the terms and conditions of this Lease, the Federally Aviation Administration Assurances shall prevail and control.

6.04 **Federal or State Grants.** City and Tenant agree to mutually cooperate in any application for such economic development grants and loans as may be available to City or Tenant for relocation, job training and economic development of the Airport.

ARTICLE 7. NON-DISCRIMINATION

7.01 Non-Discrimination.

(a) Tenant, for its personal representatives successors in interest, and assigns, as a part of the

consideration hereof, does hereby covenant and agree "as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated on the leased Premises for a purpose for which a Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) Tenant, for its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased Premises, (2) that, in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Tenant or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of, personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the City as the Airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the City as the Airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

(d) In the event of breach of any of the nondiscrimination covenants, City (through the City Manager/Airport Manager) shall have the right to terminate this Lease, and to re-enter the Premises, and hold the same as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 Code of Federal Regulations Part 21 are followed and completed including expiration of appeal rights.

7.02 Compliance with Non-Discrimination Covenants. Without limiting the generality of any other terms or provisions of this Lease, noncompliance with Section 7.02 above shall constitute a material breach thereof and in the event of such noncompliance City (through the City Manager/Airport Manager) shall have the right to terminate this Lease and the estate hereby created without liability therefor or, at the election of the City of the United States, either or both said governments shall have the right to judicially enforce Sections 7.01 and 7.02 of this Article 7.

7.03 **Affirmative Action Program.** If Lessee employs 50 or more persons in its aviation workforce, the Lessee will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effort.

7.04 **Covenants in Other Ancillary Agreements.** Tenant agrees that it shall insert the above three (3) provisions in any agreement, sublease, assignment or other agreement by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or non-aeronautical services to the public on the Premises.

7.05 **Community Hiring Program.** Lessee and City agree to enter into negotiations to develop a hiring program for entry level jobs targeting low income residents of the community.

ARTICLE 8. CONDITION OF THE PREMISES

8.01 **Acceptance of Leased Premises.** Tenant understands that the leased Premises were formerly used by the federal government as part of an Army air base, that surrounding lands which were also part of such Army air base have, in the past been found to contain concentrations of volatile organic chemicals which exceed standards prescribed by the environmental agencies and the state and federal governments. Pursuant to Health & Safety Code §25359.7(a) Tenant is provided this notice that the structure may contain asbestos materials and lead-based paints. The City has provided to the Tenant an asbestos survey report prepared by the U.S. Army Corps of Engineers for Building 524, which is attached hereto as **Exhibit E**. Tenant acknowledges that City has granted to Tenant the right to review all maps and records of the old Army air base presently on file in the office of the City's Planning Department as well as the right to inspect the leased Premises and perform any tests of the soils and improvements thereon or the groundwater thereunder, all in order to afford Tenant a full and complete opportunity to investigate and determine whether the leased Premises can be used for the purposes for which it is being leased.

8.02 **No Warranty.** Tenant 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 leased Premises or the suitability of the Premises for its intended use, save and except for the representation and warranty that no City officer, employee, contractor, subcontractor, tenant, subtenant or agent has caused any condition of pollution or contamination which may now exist on the leased Premises. Such representation and warranty, however, shall not extend to any condition of pollution or contamination caused by the federal government. Upon entering into occupancy, Tenant also agrees to accept the leased Premises in its present condition and "as is", with respect to all conditions which may now exist on or under the leased Premises save and except for any condition of pollution or contamination caused by an officer, employee, or agent of City. Moreover, Tenant agrees to waive any claim or right of action against the City which Tenant now has or hereafter may acquire arising out of the condition of the leased Premises, its soils and/or the groundwater underlying the leased Premises,

including but not limited to any claim of indemnity which Tenant may have by reason of costs incurred by Tenant arising out of the abatement or cleanup of any pollution or contamination condition discovered on the leased Premises hereinafter required under applicable state, federal or city laws or regulations save and except for a claim or right of action arising out of a condition of pollution or contamination caused by an officer, employee or agent of the City. Tenant is not responsible for the cost of environmental abatement, remediation or cleanup of pollution or contamination which is unrelated to the activities of the Tenant, or its officers, employees, agents, contractors or invitees, on the Premises. As of the Effective Date, Tenant waives, releases and discharges the City, its Council, Commissions, Boards and Departments, their respective elected and appointed officials, officers, employees, agents, representatives and attorneys from any and all present and future claims, demands suits, legal and administrative proceedings, and from all liability, damages, losses, costs, liabilities, fees and expenses (including without limitation attorney's fees) arising out of or in any way connected with the Tenant's use, maintenance, leasehold or operation of the leased Premises, any Hazardous Materials, contamination in any state on the leased Premises, however the Hazardous Materials came to be placed there. Tenant acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code of Civil which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

To the extent of the release set forth in this Section 8.02, Tenant hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Tenant's Initials:

8.03 Americans with Disabilities Act (ADA). The Building 524 described in this Lease and the real property of which it is a part has not undergone inspection by a certified access specialist (CASp) and has not been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53. In accordance with a written agreement between the City and the Tenant per California Civil Code section 1938(b). Tenant understands and acknowledges that, with the exception of: (1) an ADA compliant path of travel from the public way to inside the building, including common area; and the common area ADA compliant restroom on the first floor of the Building, the City makes no representation concerning the Premises compliance with the ADA. A CASp can inspect the Premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the lessee or tenant if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Tenant is solely responsible for determining whether or not Tenant's intended use of Building 524 and the leased Premises will be or is in compliance with the ADA. The City and Tenant acknowledge that certain portions of Building 524 remain inaccessible for some disabled individuals. Upon the Effective Date of this Lease, Tenant shall be responsible for the leased premises compliance with the ADA and

Tenant shall hold the City harmless for any liability, loss, damages or claim arising out of or related to compliance with the ADA.

8.04 Disclosure to Sub Lessees and Assignees. Tenant agrees that in the event Tenant subleases all or any portion of the Premises or assigns its interest in this Lease, Tenant shall indemnify and defend the City for, from and against any matters which arise as a result of Tenant's failure to disclose any relevant information about the Premises or the improvements to any subtenant or assignee. It is the intention of the City and Tenant that the immediately preceding sentence shall survive any release of Tenant by the City upon any assignment of this Lease by Tenant.

ARTICLE 9. LEASEHOLD IMPROVEMENTS

9.01 Improvements to Leased Premises. During the initial or any extended term of this Lease Tenant or its contractors or subcontractors shall not make any additions or alterations to the improvements on the leased Premises which attach to, alter, or in any way affect the structural integrity of the Premises, without the prior written consent of the City, such consent not to be unreasonably delayed or withheld. Moreover, upon receiving consent to make an addition or alteration to the improvements on the leased Premises which attach to, alter or in any way affect any structural element of Building 524, Tenant or its contractors or subcontractors shall not commence work on the construction or installation of such added or altered improvement until plans and specifications for same have been submitted to and approved by the City's review processes and a building permit issued. During the initial or any extended term of this Lease, Tenant may make or cause to be made improvement which do not attach to, alter or in any way affect the structural integrity of the Premises and are required for Tenant's use. In making any such improvement Tenant shall obtain all required permits and be solely responsible for any damage to the Premises. Prior to making any improvements that do not attach to, alter or in any way affect the structural integrity of the Premises Tenant shall notify the Airport Manager in writing concerning the improvement and the Airport Manager shall have ten calendar days to object. If the Airport Manager lodges an objection to the improvement the Airport Manager and Tenant shall work in good faith to achieve the Tenant's goal.

9.02 Performance Bond. Tenant shall cause to be made, executed and delivered to City, prior to the date of commencement of any work in or on the leased area which attach to, alter or in any way affect any structural element of Building 524, performance bonds approved as to form and as to surety by the City, with Tenant or Tenant's contractor as principal, and the City specifically named as an additional insured, each in the sum of one hundred percent (100%) of the amount of the contract for all work costing in excess of \$5,000.00 for a) the said required work in accordance with the approved plans and specifications and b) to provide that if Tenant or its contractor or contractors fail to pay for any materials, provisions or other supplies, used in or upon, for or about the performance of the work to be done, or for any work or labor thereon of any kind, that the surety will pay the same, in an amount not exceeding the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee as set by the court.

9.03 Insurance. Before commencing any work which attaches to, alters, or in any way affects any structural element of Building 524 which work will be performed by Tenant or its contractors and/or subcontractors engaged by the Tenant, Tenant agrees to obtain, or cause to be obtained, with a responsible insurance carrier authorized under the laws of the State of California to insure employees

against liability for compensation under the Workers Compensation Insurance and Safety Act, compensation insurance covering full liability for compensation under said Act, for any person injured while performing any work or labor incidental to the work in or on the leased Premises.

9.04 **Title to Improvements.** Upon termination of this Lease or any extended periods thereof, all additions or alterations to the improvements on the leased Premises made by Tenant or its contractors or subcontractors shall become the property of the City without payment of any compensation therefor; provided, however, that upon termination of this Lease, City shall have the option to require Tenant to remove any or all added improvements or restore any altered improvement to the same condition as it was at the commencement of the term of this Lease, all at Tenant's sole cost and expense.

9.05 **Prevailing Wages.** Tenant shall abide by the regulations promulgated by the Fort Ord Reuse Authority in the FORA Master Resolution regarding the payment of prevailing wages for construction and/or improvement projects on former Fort Ord properties including the requirement that Tenant, any contractor, and any subcontractor performing work for which prevailing wages are required on the Premises be registered with the California Department of Industrial Relations ("DIR") in accordance with California Labor Code 1725.5. For any work paid for in whole or in part by public funds, Tenant shall comply with the requirements and implementing regulations of California Labor Code §1720 et seq. for payment of prevailing wages on "public works projects."

9.06 **Improvements by the City.** Except as otherwise expressly set forth in this Lease, the City is not obligated to construct or install any improvements on or off of the leased Premises. The City shall have no obligation on account of any construction or installation of any improvement by Tenant to pay for all or any portion of the costs or expenses arising out of such construction or installation.

9.07 **Right of Entry for Construction and Maintenance.** The City and Tenant each agree that the other shall be permitted to enter upon its property, as may reasonably be necessary in order for Tenant to make the Improvements or do other work required by this Lease or in order for the City to fulfill its responsibilities to make improvements and for maintenance as set forth in Section 10.01, and to maintain or repair the respective party's property. The right of each party to enter the other's property or the Premises shall extend to such party's lessees, and licensees and contractors. A party's exercise of its right of entry shall not unreasonably interfere with the other party's use of its property. Any interference shall be temporary and all work on the entering party's property shall proceed expeditiously as necessary to avoid or minimize any such interference. The City shall provide reasonable advanced notice prior to entry to the property and make reasonable efforts to do so during normal business hours. A party intending to exercise the right of entry shall first give to the other party reasonable prior written notice before commencement of any work on the other party's property. In the event a party's entry results in any damage to the other party's property, the same shall be repaired expeditiously at the entering party's expense.

9.08 Prevailing Wage Required.

(a) Prevailing Wage Standards.

(1) Basic Requirements. Tenant agrees that, with respect to any construction at or on the Premises for which prevailing wage is required by California Labor Code §1720 et seq. for work paid for in whole or in part from public funds or for “First Generation Construction Work” pursuant to the FORA Master Resolution Section 3.03.090. For the purposes of determining whether prevailing wage applies, Tenant and its contractors and subcontractors shall be considered as transferees of a FORA member agency, Tenant (and its contractors and subcontractors) shall comply with the then current Public Works Prevailing Wage Requirements, as the same may be amended from time-to-time (collectively, the “Prevailing Wage Requirements”).

(2) Additional Prevailing Wage Provisions. The following provisions of this Section apply only if, and to the extent that, the Prevailing Wage Requirements are applicable:

(a) The Prevailing Wage Requirements shall apply to the employees of any employer including Tenant and any Tenant’s contractor(s) or subcontractor(s), including their successors and assignees, but shall not apply to supervisory or managerial personnel or to persons employed in the operation or maintenance of the Premises.

(b) Tenant shall cause the provisions of this Section to be incorporated into each contract and subcontract for each Tenant contractor and subcontractor which would be subject to this Section. In the event the provisions are not so incorporated, Tenant shall be liable to the worker in any action for the difference between the prevailing wage rate required to be paid under the Prevailing Wage Requirements and the amount actually paid to the worker, including costs and attorney fees, as if Tenant were the actual employer.

(c) Nothing in this Lease shall prevent the employment of any number of properly registered apprentices, as defined in Chapter 4, Division 3 of the California Labor Code. Every such apprentice shall be paid not less than the standard wage paid to apprentices under the regulations of the crafts or trade at which the apprentice is employed and shall be employed only at the work of the craft or trade to which the apprentice is registered. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which the apprentice is in training. Tenant and Tenant’s contractors and subcontractors shall be responsible for complying with Section 1777.5 of the California Labor Code concerning apprentice-able occupations, with respect to all work covered by that section.

(d) Tenant agrees that to the extent that Tenant and its contractors and subcontractors are required to comply with the Prevailing Wage Requirements. Tenant shall assure that all workers are paid the prevailing rate of per diem wages, and travel and subsistence payments (defined in applicable collective bargaining agreements filed in accordance with the California Labor Code), in effect at the time the work is performed. Copies of the applicable prevailing rate of per diem wages are on file at the City’s Building Division office and will be made available to any interested party on request. Tenant agrees to post a copy of the prevailing rate of per diem wages at the leased Premises.

(e) Except where the context otherwise requires, the definitions of terms and phrases contained in the California prevailing wage law, Sections 1720 et seq. of the California Labor Code, and in the implementing administrative regulations, shall apply to the same terms and phrases which are used in the Prevailing Wage Requirements of this Section 9.08.

(f) In the event a civil wage and penalty assessment is served by the Labor Commissioner, acting through the Division of Labor Standards Enforcement, on the City, the Tenant, or any contractor or subcontractor of the Tenant, as a result of the failure of Tenant or any of its contractors or subcontractors to comply with this Section 9.08, Tenant shall withhold from amounts due to the contractor or subcontractor sufficient funds to satisfy the assessment and, if the assessment becomes final, Tenant shall pay as a penalty to the City the amount determined by the Labor Commissioner in accordance with California Labor Code §1775, as the penalty assessment payable for each worker for each day, or portion thereof, such worker was paid less than the applicable prevailing wage rates for such work or craft in which such worker was employed. Further, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Tenant or by Tenant's contractor or subcontractor. Tenant, and each affected contractor and subcontractor, shall have the right to request a review by the Labor Commissioner of the civil wage and penalty assessment served by the Labor Commissioner by transmitting a written request for review to the Labor Commissioner within sixty days after service of the assessment, and Tenant and its contractors and subcontractors shall not be obligated to pay the civil wage and penalty assessment to the City until a final written decision affirming, modifying or dismissing the assessment is issued by the Labor Commissioner.

(g) The Prevailing Wage Requirements of this Section 9.08 will be monitored and enforced by the City's Building Division. In addition to any other rights provided by California law to recover compensation, a worker that has been paid less than the prevailing wage rates shall have a right to commence an action or proceeding against the employer of the worker for the difference between the prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which the worker was paid less than the compensation required to be paid under the provisions of this subsection. No issue other than that of the liability of the employer for the amount of unpaid wages allegedly due shall be determined in such action or proceeding, and the burden shall be on the employer to establish that the amounts demanded are not due. A worker recovering any or all of the wages claimed to be due shall recover his costs and attorney fees in securing such recovery. Nothing in this Section shall preclude its enforcement by the California Division of Labor Standards Enforcement.

(h) Tenant agrees to keep or cause to be kept by each contractor and subcontractor an accurate payroll record for each worker employed on work covered by this Section showing all of the information specified in subsection (a) of Section 1776 of the California Labor Code. All such payroll records shall be certified, available for inspection and filed monthly in accordance with the procedures specified in subsections (b)-(e) inclusive of Section 1776 and Section 1771.4 of the California Labor Code. In addition, copies of such certified payroll records shall be filed with the City within a reasonable time not to exceed thirty days from close of payroll by the respective employer. In the event Tenant or its contractor or subcontractor fails to make the certified payroll records available for inspection within ten days of a written request made by the Labor Commissioner, acting through the Division of Labor Standards Enforcement, and a penalty assessment is served or levied by the Labor

Commissioner arising out of such failure, Tenant shall forfeit as a penalty to the City a penalty assessed per calendar day, or portion thereof, for each worker determined in accordance with California Labor Code §1776, not otherwise paid to the City by the contractor or subcontractor who failed to comply with California Labor Code §1776. In accordance with California Labor Code §1813, in the event Tenant or its contractor or subcontractor requires or permits a worker to work in violation of California Labor Code Division, 2, Part 7, Chapter 1, Article 3 (payment for work in excess of eight hours in one calendar day and forty hours in one calendar week), Tenant shall forfeit as a penalty to the City the sum of Twenty-five Dollars (\$25.00) for each worker so employed, provided such penalty is not otherwise collected from the contractor or subcontractor who permitted its worker(s) to work in violation of such California Labor Code provisions.

(i) It is understood and agreed that all documents that Tenant is required to submit to or file with the City under this Section shall constitute public records that shall be available to any member of the public for review or copying in accordance with the California Public Records Act and in accordance with restrictions on disclosure of personal identification information set forth in the California Labor Code.

(j) Tenant shall indemnify, defend (with counsel approved by the City) and hold the City, its officers, officials, employees, and agents harmless from and against all claims which directly or indirectly in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding, the failure to comply with any state or federal labor laws, regulations or standards in connection with the Lease, including but not limited to the prevailing wage laws, or any act or omission of Tenant related to this Lease with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims. It is further agreed that City does not and will not waive any rights against Tenant that it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or deposit by Tenant to City of any of the insurance policies described in this Lease. The provisions of this subsection survive the expiration or earlier termination of this Lease. The indemnification obligations of Tenant as set forth in this section shall not apply to claims arising from the gross negligence or willful misconduct of the City, its officials, officers, employees or agents.

(k) Contractors or subcontractors shall not be qualified to perform work on improvements or be listed in a bid proposal for such work, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for the work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

9.09 Performance and Labor and Material Bonds. Before the commencement of any construction work hereunder for improvements, the City will require that Tenant, or its contractors, at no cost or expense to the City, furnish to the City the following security concerning Improvements to be constructed by or on behalf of Tenant and covering any obligation of Tenant under the Prevailing Wage Requirements provisions of this Lease:

(a) Performance Bond. A bond in cash, or securities satisfactory to the City in its sole discretion, or issued by a surety company licensed to transact business in the State of California and satisfactory to the City, in a sum of not less than 100% of any construction contract (or in the event Tenant serves as its own general contractor, 100% of the anticipated construction costs of the Tenant improvements) for the proposed Tenant improvements, payable to the City and conditioned upon full, faithful and satisfactory performance by Tenant its contractor(s) of the such Tenant improvements within the period of time specified in the construction schedule. Upon Tenant's or its contractor(s) full, faithful and satisfactory performance and completion of the such Tenant improvements, said bond shall be cancelled or returned to Tenant or contractor, as the case may be; otherwise, such part of the amount of the bond as shall be required to complete such Tenant improvements shall be payable to or retained by the City, as the case may be. In the event that said bond shall be in cash, the City shall have the right to invest and reinvest the same as it shall see fit, and any interest earned thereon during the time it is so held by the City shall accrue to and belong to the City, and Tenant or contractor shall have no interest in or claim thereto.

(b) Labor and Material Bond. A bond in cash or securities satisfactory to the City in its sole discretion, or issued by a surety company licensed to transact business in the State of California and satisfactory to the City with Tenant's contractor(s), as principal(s), in a sum not less than 100% of any construction contract (or in the event Tenant serves as its own general contractor, 100% of the anticipated construction costs of the Tenant improvements) for the proposed Tenant improvements as such costs are set forth in the estimated Tenant improvement completion costs, guaranteeing the payment for all materials, provisions, provender, supplies and equipment used in, upon, for or about the performance of said work or labor done thereon of any kind whatsoever and protecting the City from any liability, losses or damages arising therefrom.

(c) General. In the event and to the extent that Tenant obtains from Tenant's contractor(s) the bonds required hereunder which are satisfactory to the City, the City, upon application by Tenant and upon naming the City as an additional obligee of Tenant's principal and surety under such bond or bonds, shall release Tenant from and consent to the cancellation of the bond or bonds originally furnished by Tenant. It is understood and agreed that any bond which, as to the City as obligee, is conditioned upon Tenant making all necessary payments to the contractor shall not be satisfactory to the City. A combination performance and labor and material bond shall satisfy the foregoing requirements of this Section.

9.10 **No Right to Demolish**. Notwithstanding any other provisions of this Article, Tenant has no right to demolish the Tenant improvements, once built, or to remove any improvements in whole or in part, unless Tenant has received the prior written approval of the City.

9.11 **Insurance**. Before commencing any construction work and during the course of construction, Tenant agrees to obtain, and cause its contractor(s) to be obtain, with a responsible insurance carrier authorized under the laws of the State of California to insure employees against liability for compensation under the Workers Compensation Insurance and Safety Act, compensation insurance covering full liability for compensation under said Act, for any person injured while performing any work or labor incidental to the work in or on the leased Premises. During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance, including installation floater coverage, in a sum equal, from time to time, to the agreed full

replacement cost of Buildings 524 prior to completion of the improvements, such amount to be provided by the City prior to commencement of construction work plus the estimated amount to be expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Tenant. The City and Tenant's general contractor shall be additional named insureds on Tenant's builder's risk and liability insurance.

ARTICLE 10. MAINTENANCE AND REPAIR

10.01 **City's Obligation under this Lease.** The City shall be responsible for the following maintenance and repair of Building 524 for the initial and any extended term of this Lease:

- a) Maintaining and repairing, with the exception of painting, all structural elements of the building's exterior walls, surfaces and foundations.
- b) Maintaining the watertight integrity of the building's exterior walls.
- c) Maintain, repair, or replace as required roof coverings, gutters and drains.
- d) Maintain and repair all exterior underground plumbing, drains and utility connections.
- e) Maintaining in compliance with applicable law, regulations and codes, the interior fire alarm system. Any damage to the interior fire alarm system resulting from tenant misuse or negligence shall be repaired or replaced by the Tenant.
- f) Maintenance of the large, aircraft hangar doors on the south facing side of Building 524.

10.02 **Tenant's Obligations under this Lease.** Tenant shall be responsible for the following maintenance and repair of Tenant's leased Premises within Building 524 for the initial and any extended term of this Lease.

- a) Maintenance, repair or replacement of interior systems and components for the electrical, plumbing, ventilation, and mechanical systems including any overhead crane or air compressor.
- b) Interior and exterior glass, glazing, if any, and doors damaged by Tenant or its invitees.
- c) All interior walls, ceiling, floors, bathrooms, drains and other structures or components, if any.
- d) All air conditioning systems and components, if any.
- e) All communication systems and components.

- f) The “wet pipe” fire suppression system.
- g) All security alarm systems and components, if any.
- h) Maintenance, sweeping and keeping clear of refuse, regular trash and waste removal, repair or replacement of sidewalks, driveways and asphalt parking areas as well as any damage to the building structure or components or paved surfaces caused by Tenant or its invitees.
- i) General maintenance and upkeep of the trash enclosure .

10.03 **Surrender.** On the last day of this Lease, Tenant shall surrender the leased Premises to the City in the same condition as when received, broom clean, ordinary wear and tear excepted. Tenant shall repair any damage to the leased Premises occasioned by the removal of Tenant's trade fixtures, furnishings and equipment which repair shall include the patching and filling of holes and repair of structural damage to the City's satisfaction.

ARTICLE 11. DAMAGE OR DESTRUCTION OF IMPROVEMENTS

11.01 Destruction or Substantial Damage of Premises.

a) If, during the initial or any extended term of this Lease, any of the insured improvements now or hereafter located on the leased Premises are substantially damaged or destroyed by a fire or other casualty (excluding earthquake or flood) beyond Tenant's control, City shall proceed with reasonable diligence to restore the leased Premises substantially to the condition thereof immediately prior to such damage or destruction; provided, however, that either party may elect to terminate this Lease by giving written notice of such election to the other party prior to commencement of restoration and not later than 30 days after the date of loss, if the necessary restoration work would reasonably require a period longer than 90 working days to complete, or City may elect to terminate within 30 days of the date of loss if the total of the necessary restoration work would reasonably require the expenditure of more than fifteen thousand dollars (\$15,000.00) including insurance proceeds. In no event will City be required to repair or replace Tenant's stock in trade, fixtures, improvements, furniture, furnishings and equipment.

(b) If, during the initial or any extended term of this Lease, any substantial damage or destruction occurs to the leased Premises and the cost to repair the damage or destruction that is not covered by insurance exceeds fifteen thousand dollars (\$15,000.00), the City may terminate this Lease upon giving thirty (30) days prior written notice to the Tenant; provided, however, that the Tenant shall have the right to elect to pay the difference between the cost of repairing or restoring the damaged or destroyed improvements and fifteen thousand dollars (\$15,000), in which case this Lease shall remain in full force and effect, and Tenant shall proceed with reasonable diligence to restore the Premises.

c) In no event will the City be required to make repairs for any damage caused by the willful acts or negligence of Tenant or Tenant's employees, agents, subtenants or invitees, which damage Tenant shall promptly repair, replace or restore at Tenant's sole cost and expense. Upon any

termination of this Lease under this section, City and Tenant shall be released thereby without further obligation to each other, except for obligations which have theretofore accrued and are then unpaid or unperformed.

d) In the event that restoration is made pursuant to this section, this Lease shall remain in full force and effect, and City shall be entitled to and shall have possession of the necessary parts of the leased Premises for such purposes, and if there is any substantial interference with Tenant's business on account of such repairs, Tenant shall be entitled to a proportionate reduction of rent during the time that said repairs are being made from the date on which such damage occurred until the City completes repairs computed on the basis of the relation which the gross square foot area of space rendered untenable bears to the total square footage of the Premises and the extent to which the Premises are unusable by Tenant. Should any dispute arise over the reduction of rent to which Tenant is entitled, such dispute shall be resolved according to the provisions of §17.04 of this Lease.

11.02 **Waiver.** Except as otherwise specifically provided in this section, Tenant specifically waives the provisions of §§1932 and 1933 of the California Civil Code with respect to the termination of the hiring of a thing by virtue of the perishing or destruction of the thing being hired.

ARTICLE 12. UTILITIES, GARBAGE COLLECTION & ASSESSMENT

12.01 **Provision of Utilities.** Tenant shall have the right to use the utility service facilities serving the Premises at the commencement of the Term of this Lease. The City will use its best efforts to continue all utility services, but it cannot and does not guarantee that there will be no interruptions of service and Tenant hereby waives any rights or claims it may have resulting from temporary interruptions of service. To the extent it has knowledge the City will provide notice of any work scheduled which may interrupt the utility service to the leased Premises. If City is unable to provide utility service facilities due to the imposition of any limit on consumption or on the construction of additional utility facilities, or the allocation or curtailment of utility facilities or services by law or regulation, it shall have no obligation hereunder.

12.02 **Payment of Utilities.** Tenant agrees upon entering into occupancy of the Premises to pay directly to the utility providers for all utility services provided under the terms of any contract between the Tenant and the utility provider and to the City for all utility services provided under the terms of any contract between the City and a utility provider serving the premises through existing lines and connections. Tenant shall be responsible to provide and pay for all new connection equipment and any fees required. Tenant shall pay all utility charges within twenty (20) days of receipt of invoice and shall provide evidence of payment when requested to do so in writing by the City. In the event Tenant fails to pay any utility bill when due, the City may, at its option, pay the same and collect from Tenant's performance deposit the amounts so disbursed, plus interest at the rate of 1½% per month or fraction thereof.

12.03 **Telephone / Internet Connectivity.** Tenant shall be responsible for providing and paying directly to the provider for telephone and internet connection to the Premises.

12.04 **Garbage/Trash Collection.** Tenant agrees upon entering into occupancy of the leased Premises to pay for garbage and trash collection and removal services. Tenant shall arrange and pay for the disposal of all hazardous waste in accordance with all applicable local, state and federal laws and regulations. In the event Tenant fails to pay any bill when due, the City may, at its option, pay the same and collect from Tenant's performance deposit the amounts so disbursed, plus interest at the rate of 1½% per month or fraction thereof.

12.05 **Monterey County Water Resources Agency (MCWRA) Assessment.** Tenant agrees to pay its pro rata share of assessments levied by the MCWRA. Tenant's liability shall be an equitable portion of the MCWRA assessment for all of the land and improvements included within the parcel so assessed, such proportion to be determined by the City from the respective valuations assigned in the MCWRA's work sheets or such other information as may be reasonably available. The City's reasonable determination thereof, in good faith, shall be conclusive. Charges will be due and payable within fifteen (15) days of the date of the invoice. Provided, however, Tenant may appeal the City's determination of the proration of MCWRA assessments to the City's Airport Commission, whose decision shall be final. In the event Tenant fails to pay any assessment when due, the City may, at its option, pay the same and collect from Tenant's performance deposit the amounts so disbursed, plus interest at the rate of 1½% per month or fraction thereof.

12.06 **Compliance with Regulations of Local Agencies.** It shall be the responsibility of the Tenant under this Lease to contact, consult and comply with any regulation applicable to Tenant's activities at the Airport which are now or may be promulgated by a local public or private utility provider or regulator having jurisdiction over activities or utility services at the Airport, including, but not limited to, the Fort Ord Reuse Authority, Monterey One Water, Marina Coast Water District, Pacific Gas & Electric Company and the Monterey Bay Unified Air Pollution Control District and the Monterey County Water Resources Agency.

ARTICLE 13. INSURANCE & INDEMNIFICATION

13.01 **Insurance to be provided by the Tenant.** The Tenant shall obtain insurance coverage, naming the City, its council, boards, commissions and members thereof, its officers, employees, volunteers and agents as an additional insured, and maintain same continuously in effect at all times during the term of this Lease:

a) **Commercial General Liability Insurance** (primary) shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or a form approved by the City's Risk Manager including contractual liability, independent contractors, board form property damage, sudden and accidental pollution, personal injury and products and completed operations. Policy limits shall be no less than one million dollars per occurrence (i.e., nonaggregate program) for all coverage and two million aggregate. City and its Council, boards, commissions, officers, employees, volunteers and agents shall be added as additional insureds using ISO form GC 20 10 11 85 or a form approved by the City Attorney. 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 employee or agent of the City and must include a severability of interest (cross liability) provision, that is, it shall act as though a separate policy were written for each insured and additional insured named in the policy.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractor's 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.

b) **Umbrella Liability Insurance** (over primary) is required and shall apply to bodily injury/property damage, personal injury/advertising injury, contractual and products and completed operations at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be 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. Policy limits shall be not less than one million dollars per occurrence and in the aggregate, above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverages.

c) **Workers' Compensation/Employer's Liability** shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, its Council, boards, commissions, officers, employees or agents.

d) **Business Auto Coverage** If Tenant uses or causes to be used vehicles in connection with its use of the leased property, it shall obtain comprehensive or business automobile liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage, including owned, non-owned and hired vehicles. Coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on a form approved by the City Attorney. Limits shall be no less than one million dollars per accident. This policy shall be scheduled as underlying insurance to any umbrella policy required above for a total limit of no less than \$2,000,000.00 each accident.

13.02 **Fire insurance.** The City shall obtain and maintain continuously in effect at all times during the term of this Lease, the following insurance coverage:

a) Fire and extended coverage insurance (excluding smoke pollution, or damage occasioned by earthquake or flood) on the structure and fixed improvements located on the Premises; with deductibles to be paid by the City for insured losses, in an amount equal, from time to time, to the full replacement cost of Building 524 to be determined by the City in its sole discretion during the term of this Lease. The proceeds of any such insurance may be used for rebuilding or repairing permanent improvements, subject to the provisions of Article 11 of this Lease.

b) Tenant shall reimburse the City for the full cost, if any, of all additional insurance assessments required by City's insurer due to any hazardous activities by Tenant on the leased property.

c) Tenant hereby agrees to maintain, at its own cost and expense, during the entire term of this Lease or as said term may be extended, a policy or policies of insurance against loss or damage

upon its furnishings, fixtures, inventory, personal property and equipment. A certificate or certificates of Tenant's current insurance coverage must be filed with the City's Risk Manager.

13.03 Tenant and the City further agree as follows:

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

b) The insurance requirements set forth in this Article are intended to be separate and distinct from any other provision in this Lease and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Lease shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Lease or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Article is to be construed as affecting or altering the legal status of the parties to this Lease.

d) For purpose of insurance coverage only, this Lease 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 towards, performance of this Lease.

e) Requirements of specific coverage features or limits contained in this Article 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.

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

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

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

i) Tenant agrees to provide evidence of the insurance required herein, satisfactory to the City prior to taking any steps in furtherance of this Lease and annually upon renewal of the Tenant's business license, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Tenant's general liability and umbrella policies using ISO form CG 20 10 1 85 or a form approved by the City Attorney. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. Tenant 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. Tenant agrees to provide complete certified copies of policies to City within 10 days of City’s request for said copies.

j) Tenant shall provide proof that policies of insurance required herein expiring during the term of this Lease have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours of 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 Lease in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Tenant agrees to require all contractors, subcontractors or other parties hired to perform work on the leased Premises to provide general liability insurance naming as additional insureds all parties to this Lease. Tenant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Tenant agrees to require that no contract used by any contractor or subcontractor, will reserve the right to charge back to City the cost of insurance required by this Lease. Tenant agrees that upon request, all agreements with contractors or subcontractors or others with whom Contractor contracts with will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, its Council, commissions, officers, employees and agents.

m) Tenant agrees to provide immediate notice to City of any claim or loss against Tenant or its contractors or subcontractors that includes or potentially may include the 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.

n) In the event of any loss that is not insured due to the failure of Tenant to comply with these requirements, Tenant agrees to be personally responsible for any and all losses, claims, suits damages, defense obligations and liability of any kind assessed or attributed to City, or City’s employees as a result of such failure.

o) Coverage will not be limited to the specific location or individual or entity designated as the address of the leased Premises.

p) Tenant agrees not to attempt to avoid its defense and indemnity obligations to City and its Council, commissions, boards, employees, agents, officials and servants by using as a defense Tenant’s statutory immunity under workers compensation and similar statutes.

q) Tenant agrees to require all contractors, subcontractors or parties, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Lease, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Lease. Tenant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here.

r) Tenant 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 the Tenant and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with Tenant or its employees.

s) Insurance requirements shall be applied uniformly to all Tenants engaged in similar-type operations at the Airport, and such requirements shall be consistent with industry standards.

13.04 Approval of Insurance Coverage. Upon execution of this Lease, a copy of the insurance policy or policies required herein or, in lieu thereof, the face page of such policy or policies and any endorsements which limit or otherwise affect the coverage provided therein shall be delivered by Tenant to the City Manager, or his or her designee, for approval as to form and sufficiency. When such insurance policy or policies have been so approved, Tenant may substitute for same a certificate of insurance issued by the respective insurance company or companies certifying that such insurance policies are in full force and effect and that all liabilities arising out of this lease or Tenant's possession and use of the leased property are covered by such insurance policy or policies and a current copy of such certificate shall be provided to the City annually upon renewal of Tenant's business license. Notwithstanding any provisions to the contrary contained herein, Tenant shall not have the right to take possession of the leased property until such insurance policy or policies are filed with and approved by the City Manager.

13.05 Review of Insurance Coverage. City shall have the right at any time during the term of this Lease to review the type, form and coverage limits of the insurance requirements. If in the opinion of the City, the insurance provisions of this Lease are not sufficient to provide adequate protection for the City and the members of the public using the Airport, the City may require Tenant to maintain insurance sufficient to provide such adequate protection. Insurance requirements shall be applied uniformly to all Tenants engaged in similar-type operations at the Airport, and such requirements shall be consistent with industry standards. City shall notify Tenant in writing of any changes in the insurance provisions necessary to provide adequate protection. If Tenant does not deposit acceptable certificates evidencing valid insurance policies acceptable in form and content to the City, incorporating such changes, within 60 days of receipt of such notice, this Lease shall be in default. The procuring of such policy of insurance shall not be construed to be a limitation upon Tenant's liability nor as a full performance of its part of the indemnification provisions of this Lease; Tenant'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 the operation under this Lease.

13.06 Indemnification. Tenant and the City agree that 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, attorney's fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the matters set forth below.

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. Tenant

acknowledges that City would not enter into this Lease in the absence of the commitment from Tenant to indemnify and protect City as set forth here.

To the full extent permitted by law, Tenant 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, actual attorney fees incurred by the 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 (i) the intentional act or negligence of Tenant or Tenant's employees, agents, contractors, subcontractors or invitees, (ii) any breach or default in performance of any obligation to be performed by Tenant under this Lease, or (iii) the occupancy of the Premises by Tenant and the operation of Tenant's business thereon. All obligations under this provision are to be paid by Tenant upon receipt of notice by Tenant from the City that the City has suffered or incurred the same.

Without affecting the rights of the City under any provision of this Lease or this section, Tenant shall not be required to indemnify, defend or hold harmless City as set forth above to the extent liability is attributable to the sole negligence, gross negligence or willful misconduct of City, or officers, employees, agents, contractors, subcontractors, tenants, subtenants or volunteers of the City, provided such 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 or grossly negligent or to have engaged in willful misconduct and not in instances where Tenant is solely or partially at fault, or in instances where City's fault account for only a percentage of the liability involved. In those instances, the obligation of Tenant will be for that portion of the liability not attributable to the City's gross negligence or willful misconduct.

Notwithstanding the above, or anything in the Lease, the City shall not in any event, including, without limitation, the sole or gross negligence or willful misconduct of the City or any person for whom it is responsible in law, be in any way liable or responsible to the Tenant for any consequential, indirect, special, punitive or incidental loss, injury or damages of any nature whatsoever (including, without limitation, loss of income or revenue or business interruption) that may be suffered or sustained by the Tenant or its representatives, customers or any other person for whom the Tenant is responsible in law.

Tenant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Article from any assignee, contractor, subcontractor or any other person or entity involved by, for, with or on behalf of Tenant in the performance of Tenant's obligations under this Lease. In the event Tenant fails to obtain such indemnity from such third parties, as required here, Tenant 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. This obligation to indemnify and defend City as set forth herein is binding on the successors and assigns of Tenant and shall survive the termination of this Lease or this Article.

ARTICLE 14. LIENS & CLAIMS

14.01 **Liens and Claims.** Tenant shall not suffer or permit to be enforced against City's title to the leased Premises, 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 City).

14.02 **Tenant to Pay Liens & Claims.** Tenant shall pay all such liens, claims and demands before any action is brought to enforce same against said land; and Tenant 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.

14.03 **Payment of Liens & Claims by City.** Should Tenant fail or refuse to pay any lien, claim, or demand arising out of the construction, repair, restoration maintenance and use of said Premises and the buildings and improvements thereon, or any other claim, charge or demand which Tenant has agreed to pay under the covenants of this lease, Tenant or its authorized encumbrancers, if any, shall, within 30 days written notice from City to Tenant 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 Tenant or its said encumbrancer within said 30 day period, not pay and discharge said lien, claim or demand, or not provide said security to City, then City may, at its option, either treat such failure or refusal as a breach of or default under this Lease, or may pay any such lien, claim, charge or demand, or settle or discharge any action therefore or judgment thereon, and all costs, expenses and other sums incurred or paid by City in connection therewith shall be repaid to City by Tenant 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 shall constitute a breach of the covenants and conditions of this Lease.

ARTICLE 15. TRANSFERS & ENCUMBRANCES

15.01 **Sales, Assignments, Transfers, Subleases, and Encumbrances.** Tenant shall not sell, assign, transfer, or encumber this lease, any interest of Tenant in and to the leased Premises, nor sublease the leased Premises, in whole or in part, except with the consent of City, which consent shall not be unreasonably withheld. Tenant acknowledges and understands that the leased Premises are restricted to aviation/aeronautical-related uses unless a non aviation/non aeronautical use is approved by both the City and the Federal Aviation Administration. Neither shall this Lease, nor any interest of Tenant in and to the leased Premises be subject to an involuntary sale, assignment or transfer, or sale, assignment or transfer by operation of law in any manner whatsoever. Any such sale, assignment, transfer, encumbrance or sublease, whether voluntary or involuntary shall be void and of no effect and shall be a default which entitles City to terminate this Lease, Tenant's rights in and to the leased Premises, in the manner hereinafter provided by this lease.

15.02 **Tenant Affiliate.** Notwithstanding the provisions of §15.01, the Tenant may assign or sublet the Premises, or any portion thereof, with the City's consent to any corporation which controls, is controlled by or is under common control with the Tenant, or to any corporation resulting from the merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant as a going concern of the business that is being conducted on the Premises, provided that said assignee

assumes, in full, the obligations of Tenant under this Lease. Any such assignment shall not, in any way, affect or limit the liability of Tenant under the terms of this lease even if after such assignment or subletting the terms of this Lease are materially changed or altered without the consent of Tenant, the consent of whom shall not be necessary.

15.03 **No Release of Tenant.** Regardless of City's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary responsibility of Tenant to pay the rent and to perform all other obligations to be performed by Tenant under this Lease. The acceptance of rent by the City shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms hereof, City may proceed directly against Tenant without the necessity of exhausting remedies against said assignee. City may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Tenant without notifying Tenant, and without obtaining his consent thereto and such action shall not relieve Tenant of liability under this Lease.

ARTICLE 16. HAZARDOUS SUBSTANCES

16.01 **Hazardous Materials.** "Hazardous Materials" shall include substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., the Resources Conservation and Recovery Act; all environmental laws of the State of California, and any other environmental law, regulation or ordinance now existing or hereinafter enacted.

16.02 **Hazardous Materials Study.** Prior to, or following its occupancy of the Premises, Tenant may, at its sole cost and expense, arrange for a Hazardous Materials study of the leased property. City shall provide Tenant any documents, drawings and data in its possession relating to environmental analysis of the leased property. Tenant and City agree that, upon occupancy, the City shall have no further obligation under this Lease to remove any Hazardous Materials in or on the leased property, including any required repairs identified in any study Tenant may choose to make, prior to, or after Tenants occupancy of the leased Premises.

16.03 **Hazardous Substances.** Pursuant to Health and Safety Code §25359.7(b), Tenant shall notify City in writing within a reasonable time, of any material release of Hazardous Materials and of any hazardous substances that have come to be located beneath the Marina Municipal Airport. Tenant will comply with all applicable Hazardous Materials laws and such other reasonable rules, regulations and safeguards as may be required by the City (or any insurance carrier of the City) in connection with using, generating, manufacturing, refining, producing, processing, storing or disposing of Hazardous Materials on, under of about the leased Premises. Tenant shall, at its expense, procure, maintain in effect and comply with all conditions of any and all permits, license and other governmental and regulatory approvals required for the storage and use by Tenant of Hazardous Materials on the Premises including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving Building 524.

16.04 **Removal.** Prior to the expiration of this Lease, Tenant shall at its sole expense, remove all items of personal property, including but not limited to all flammable substances and Hazardous

Materials and wastes as defined by state or federal law at the time of the expiration of this lease.

16.05 **Inspection of Records.** Tenant shall make available for inspection to the City, all records relating to the maintenance, release, mitigation and cleanup for any hazardous substances on the Premises.

16.06 **Notice.** Upon execution of this Lease, Tenant shall provide the City's Fire Department with a complete list of all Hazardous Materials used or to be used or stored on the Premises with total quantities of each Hazardous Material. Tenant shall notify City of changes in quantity of type within five days of change.

16.07 **Right to Inspect.** The City, in its proprietary capacity, agrees to give reasonable notice in accordance with the general laws of the City, prior to entering upon and inspecting the Premises at any time.

ARTICLE 17. GENERAL PROVISIONS

17.01 **Additional Rules & Regulations.** The City Manager/Airport Manager shall have the power to establish in writing such additional rules and regulations respecting operation of the Airport as are not inconsistent with provisions of this Lease or any applicable ordinances or laws, providing such rules and regulations are found to be necessary or convenient by the City Manager/Airport Manager for the operation of the Airport or the enforcement of the provisions of this Lease, the provisions of any and all applicable laws and ordinances, and the preservation of the public peace, health, safety and welfare; and Tenant shall comply with any and all such rules and regulations adopted in writing by the City Manager/Airport Manager. Tenant may within ten days of Tenant's receipt of any additional rule or regulation established in writing by the City Manager/Airport Manager appeal such rule or regulation to the City Council/Airport Commission, such appeal to be heard within thirty days. The decision of the City Council/Airport Commission shall be final.

17.02 **Compliance with Laws; Permits and Licenses.** Tenant's business shall 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 operation of Airports. Similarly, Tenant will obtain and pay for any necessary permits, licenses and other consents for the operation of Tenant's business including a City of Marina Business License. Tenant represents and warrants that it has full power and authority to enter into this Lease and perform hereunder and holds all permits and licenses which are required by law or regulation for complete performance in accordance with the terms of this Lease.

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

17.04 **Dispute Resolution.** The parties agree that if any dispute arises over the interpretation or performance of this Lease, the parties will first attempt to negotiate any such dispute informally. If

such informal negotiation fails, and if the parties mutually agree at the time, the parties may then submit the dispute for formal mediation to the American Arbitration Association (AAA) or the Judicial Arbitration and Mediation Services (JAMS), or such other mediation service as the parties may mutually agree upon. Expenses of such mediation shall be shared equally between the parties.

17.05 **Confidentiality**. To the extent allowed by law, the City shall not disclose Tenant's financial statement or confidential financial condition. Tenant acknowledges that the City is a municipal corporation and has limited powers to withhold information from the public.

17.06 **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 Lease 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 Lease 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, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonable consulted by the attorneys for the prevailing party.

17.07 **Litigation Involving Lease**. In the event the City is made a party to any litigation concerning this Lease or the leased Premises by reason of any act or omission by Tenant, Tenant shall hold the City harmless from all loss or liability, including reasonable attorney's fees, incurred by the City in such litigation. In case suit shall be brought for an unlawful detainer of said Premises, for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant or provision herein contained on the part of Tenant to be kept or performed, and the City prevails therein, Tenant shall pay to the City a reasonable attorney's fee, which shall be fixed by the court.

17.08 **Bankruptcy and Insolvency**. If Tenant shall, at any time during the term of this Lease, become insolvent, or if proceedings in bankruptcy shall be instituted by or against Tenant, or if Tenant shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of Tenant shall be appointed in any suit or proceeding brought by or against Tenant, or if Tenant shall make any assignment for the benefit of creditors, then in each and every case, this Lease and the rights and privileges granted hereunder shall immediately cease, terminate and be forfeited and canceled; provided, however, that if Tenant shall, within six days after the filing and service on Tenant of any involuntary petition in bankruptcy or for appointment of a receiver, commence proper proceedings to dismiss or deny the petition or vacate the receivership and shall expeditiously pursue and diligently exhaust all proper remedies toward that end, the bankruptcy or receivership shall not constitute a default until the entry of a final determination adverse to Tenant.

17.09 **Eminent Domain**. In the event of a total or partial taking of the leased Premises or any interest therein by a public authority under the power of eminent domain, including but not limited to any taking of Tenant's leasehold estate by City under City's power of eminent domain, then the rights of the Tenant with respect to the term, rent, and the just compensation awarded in such eminent domain proceeding shall be in accordance with the law in effect when such taking occurs.

17.10 **No Relocation Benefits.** This Lease creates no rights under the California Government Code Sections 7260 to 7277 or the Federal Uniform Relocation Assistance Act for Tenant to receive relocation assistance upon termination of this Lease.

17.1 **Force Majeure; Waiver.** Tenant shall not be in default under this Lease in the event that the activities of Tenant are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City of Marina; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires; strikes, lockouts and other labor disturbances; or other catastrophic events which are beyond the reasonable control of Tenant. "Other catastrophic events" does not include the financial ability of Tenant to perform or failure of Tenant to obtain any necessary permits or licenses from other governmental agencies or the right to use facilities of any public entity where such failure occurs because Tenant has failed to exercise reasonable diligence. It is understood and agreed to by the Tenant that the Tenant cannot, and will not, claim force majeure or request that the time for commencement of construction or completion of the improvements be tolled based on an economic downturn of any type.

17.12 **Abandonment.** Tenant shall not vacate or abandon the leased Premises or any part thereof at any time during the term of this Lease. If Tenant shall abandon, vacate or surrender the leased Premises or be dispossessed by process of law or otherwise, any property belonging to Tenant and left on the leased Premises shall be deemed, at the option of City, to be abandoned. Upon relinquishing possession, Tenant shall be in default of this Lease and City shall be entitled to terminate this lease, Tenant's rights in and to the leased Premises in the manner hereinafter provided by this Lease.

17.13 **Default.** Tenant shall be deemed in default under this Lease:

a) Upon breach of any of the covenants and conditions of this Lease with respect to discrimination on the grounds of race, creed, color, national origin, or sex; with respect to economic discrimination; with respect to the sale, assignment, transfer, encumbrance, or subletting of the leased Premises which is the subject matter of this Lease; with respect to the bankruptcy or insolvency of Tenant; or, with respect to any other covenant or condition of this Lease, which breach cannot be cured, immediately upon being given notice thereof by City.

b) Upon failure to pay any rent or any other consideration required under this Lease to be paid by Tenant to City within 10 days following the date those obligations are due. City may, but is not required to, provide written notice to Tenant of Tenant's failure to pay rent when due.

c) Upon failure to provide written evidence of the insurance when due, within 14 days after being given notice thereof by City.

d) Upon the breach of any of Tenant's other duties and obligations under this Lease, which breach can be cured, if such breach is not cured within thirty days after being given written notice thereof by City.

17.14 **Remedies on Default.**

a) **City's Right to Terminate Lease.** Upon Tenant's default of this lease, City shall have the right, without further notice, to terminate this Lease as well as Tenant's rights in and to the leased Premises, to enter upon and retake possession of the leased Premises, including all improvements thereon and facilities appurtenant thereto, by legal proceedings or otherwise, and to recover from Tenant, at the time of such termination, the excess, if any, of the amount of rent to be paid by Tenant under this Lease for the balance of the lease term over the then reasonable rental value of the leased Premises for the same period. For the purposes of this section, City and Tenant agree that the "reasonable rental value" shall be the amount of rent which City can obtain as rent for the balance of the lease term.

b) **City's Right to Repossess, Operate, or Relet the Leased Premises for Tenant's Account.** Upon Tenant's default under this Lease, City shall also have the right, without further notice and without terminating this Lease, to enter upon and retake possession of the leased Premises, including all improvements thereon and fixtures appurtenant thereto, by legal proceedings or otherwise, and to take, operate, or relet the same in whole or in part for the account of Tenant at such rental, on such conditions, and to such Tenant or Tenants as City, in good faith, may deem proper, for a term not exceeding the unexpired period of the full term of this Lease. City shall receive all proceeds from rent accruing from such operating or reletting of the leased Premises and shall apply the same first to the payment of all costs and expenses incurred by City in the operation or reletting of the leased Premises and any alterations or repairs reasonably necessary to enable City to operate or relet the leased Premises, and then to the payment of all such amounts as may be due or become due under the provisions of this Lease, and the balance remaining, if any, at the expiration of the full term of this Lease or on the sooner termination thereof, by written notice of termination given by City to Tenant, shall be paid over to Tenant. In the event proceeds from rentals received by City under the provisions of this section are insufficient to pay all costs and expenses and all amounts due and becoming due hereunder, Tenant shall pay to City, on demand by City, such deficiency as may from time-to-time occur or exist. Notwithstanding any such operation or reletting without terminating this Lease, City may, at any time thereafter, elect to terminate this lease in the event that Tenant remains in default hereunder at such time.

c) **City's Right to Perform.** Notwithstanding any provisions as to notice of default in this Lease to the contrary, if, in City's judgment, a continuance of any default by Tenant for the full period of the notice otherwise provided for will jeopardize the leased Premises, including any improvements thereon or facilities appurtenant thereto, or the rights of City, City may, without notice, elect to perform those acts in respect of which Tenant is in default at Tenant's expense and Tenant shall thereupon reimburse City, with interest at the rate of 10% per annum, upon thirty days' written notice by City to Tenant.

d) **Other Remedies.** All rights, options, and remedies of City contained in this Lease shall be construed and held to be cumulative and not one of them shall be exclusive of the other, and City shall 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 lease.

17.15 **Waiver of Default.** Any waiver by City of a default of this Lease arising out of the breach of any of the covenants, conditions, or restrictions of this Lease shall 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 lease.

17.16 **City's Right of Entry.** Tenant shall permit City and any agents and employees of City to enter in and upon the leased Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for improvements, alterations, additions, or repairs, without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the leased Premises thereby occasioned.

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

To City: City of Marina
City Hall
Attention: City Manager/Airport Manager
211 Hillcrest Avenue
Marina, California 93933
Fax Number: (831) 384-0425

Copy to: City Attorney
City of Marina
Law Offices of Robert R. Wellington
857 Cass Street, Suite D.
Monterey, California 93940
Fax Number: (831) 373-7106

To Tenant: Joby Aero, Inc
Attn: General Counsel
340 Woodpecker Ridge
Santa Cruz, California 95060
Fax Number: (831) 426-5666

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 shall be deemed effective on the date personally served or sent by facsimile or, if mailed, three business days from the date such notice is deposited in the United States mail.

17.18 **Corporate Authority.** If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation, Tenant shall, within 30 days after execution of this Lease, deliver to the City a certified copy of a

resolution of the Board of Directors or said corporation authorizing or ratifying the execution of this Lease. If Tenant is, or at any time during the initial or any extended term of this lease becomes a limited liability company, Tenant shall provide City with a certified copy of Tenant's LLC-1 articles of organization together with a certificate of the status certified by the Secretary of State. If Tenant is a general partnership, Tenant shall provide the City with a copy of the recorded statement of partnership.

17.19 **Amendment or Modification.** This Lease 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. In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Lease, Tenant agrees to consent in writing upon the request of the City to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of the Lease as may be reasonable required to enable City to obtain FAA funds, provided that in no event shall such changes materially impair the rights of Tenant hereunder. A failure by Tenant to so consent shall constitute a breach of this Lease.

17.20 **Construction of Lease.** Whenever the singular number is used in this Lease 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 shall be more than one Tenant designated in or signatory to this Lease, the obligations hereunder imposed upon Tenant shall be joint and several; and the term "Tenant" as used herein shall refer to each and every of said signatory parties, severally as well as jointly.

17.21 **Covenant & Condition.** Each term and provision of this Lease performable by Tenant shall be construed to be both a covenant and a condition.

17.22 **Time.** Time is and shall be of the essence of each term and provision of this Lease.

17.23 **Material Breach.** Each and every term, condition, covenant and provision of this Lease is and shall be deemed to be a material part of the consideration for the City's entry into this Lease, and any breach hereof by Tenant shall be deemed to be a material breach.

17.24 **Heirs, Successors and Assigns.** All of the covenants, agreements, conditions and undertakings herein contained shall, subject to the provisions as to assignments, apply to and bind the representatives, heirs, executor, administrators, successors or assigns of all the parties hereto; and all the parties hereto shall be jointly and severally liable hereunder.

17.25 **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 Lease.

17.26 **Interpretation.** This Lease 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 Lease against the party that has drafted it is not applicable and is waived. The provisions of this Lease shall be interpreted in a reasonable manner to affect the purpose of the parties and this Lease.

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

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

17.29 **Waiver.** No waiver of any right or obligation of either party hereto shall be effective unless made in 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 Lease on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

17.30 **Counterparts.** This Lease may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute one and the same instrument.

17.31 **Exhibits Incorporated.** All exhibits reference in this Lease and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Lease and any of the terms of any exhibit to the lease, the terms of the Lease shall control the respective duties and liabilities of the parties.

17.32 **Entire Agreement.** This Lease 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 Lease has been executed by the duly authorized officers or representatives of each of the parties on the date first shown above.

CITY OF MARINA,
a municipal corporation

JOBY AERO, INC.
a Delaware corporation

By: _____
Layne Long, City Manager

By: _____
JoeBen Bevirt, Chief Executive Officer

Dated: _____

Dated: _____

(Pursuant to Reso. 2020-____)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DRAFT

EXHIBITS

[TO BE ADDED]

EXHIBIT A

PLAT SHOWING LOCATION OF BUILDING 524 AT THE AIRPORT
AND LOCATION FOR TENANT PARKING

EXHIBIT B

PLAT SHOWING INTERIOR SPACE/HANGAR BAY
UNDER LEASE

EXHIBIT C

LIST/PHOTOS OF CITY EQUIPMENT, FURNISHINGS, ETC.
PRESENT ON THE PREMISES AT COMMENCEMENT OF LEASE

EXHIBIT D

FAA ASSURANCES

EXHIBIT E

ARMY CORPS OF ENGINEERS' ASBESTOS SURVEY FOR BUILDING 524

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

STATE OF _____
COUNTY OF _____

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

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

WITNESS my hand and official seal.

Notary Public (Seal)

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

STATE OF _____
COUNTY OF _____

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

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

WITNESS my hand and official seal.

Notary Public (Seal)

January 17, 2020

Item No. **8g(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of January 22, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING A CONDITIONAL AIRPORT SPECIAL ACTIVITY PERMIT
FOR THE MONTEREY FESTIVAL TO BE HELD AT THE MARINA
MUNICIPAL AIRPORT COINCIDING WITH MONTEREY CAR WEEK AND
AUTHORIZE CITY MANAGER TO EXECUTE SAID PERMIT AND TAKE
ALL OTHER ACTIONS IN FURTHERANCE OF THE PERMIT ON BEHALF
OF CITY, SUBJECT TO FINAL REVIEW, REVISION AND APPROVAL BY
THE CITY MANAGER AND CITY ATTORNEY**

REQUEST:

It is requested that the City Council:

1. City Council consider adopting Resolution No. 2020-, approving a Conditional Airport Special Activity Permit for the Monterey Festival to be held at the Marina Municipal Airport coinciding with Monterey Car Week, and;
2. Authorize City Manager to execute said Permit and take all other actions in furtherance of the Permit on behalf of City, subject to final review, revision and approval by the City Manager and City Attorney.

BACKGROUND:

In June 2019, Mr. Marty Satow, director of the proposed Monterey Festival, requested the use of a portion of Marina Municipal Airport to hold a Monterey Car Week event highlighting Marina, cars, air and VTOL (Vertical Takeoff and Landing aircraft)/Joby Aviation and airshow.

Marty Satow has a combined 30 years of experience throughout Monterey County, spanning corporate event planning, concert promoting, and special events consultation. He has been a local leader in the Audio/Visual (AV) industry for 20 years, and his clientele includes many luxury automotive companies that regularly participate in Monterey Car Week. His comprehensive experience with event production, product and media launches, and his ongoing relationships with lifestyle and automotive brands has inspired him to produce his own Monterey Car Week event. His ongoing partnership with the Centigrade marketing agency and their international client book plays an integral role in garnering sponsorship support. Marty is well versed in the logistical needs of an event this size, as he has provided support and direction for other events of similar magnitudes.

The 2015 Summer Madness Festival Conditional Airport Special Activity permit was provided to Mr. Satow as an example of what would be required. That approved permit was issued with the understanding that a \$20,000 fee would be paid to the City of Marina. That event did not include an airshow (unlike The Monterey Festival). For comparative reference, the Salinas Municipal Airport charges approximately \$2,500 per day for an event that includes the use of air space, as well as a complimentary week of time for preparation. As this festival would require both the staging of display aircraft and time to practice the choreography for the airshow in the days leading up to the event, it was determined that a higher fee be paid. As Mr. Satow understands the magnitude of this event and what it will entail, he felt it appropriate to increase the fee as acknowledgment of those needs and to show support to both the Marina Airport and the City of Marina.

The Monterey Festival LLC would like to include and promote local non-profit organizations within Monterey County, and will also make donations based on proceeds to one or more charitable organizations following the event. While the Monterey Festival is designed to match the demographics and expectations of Monterey Car Week, it will also highlight and expose local non-profit organizations and causes, as well as the Marina community during the event.

The Monterey Festival has the written support of Joby Aviation (“**EXHIBIT A**”).

The Marina Municipal Airport property was transferred to the City of Marina to be used for public airport purposes (County of Monterey County, Office of Recorder, Salinas, California, Reel 3272, page 693, filed September 6, 1995, document no. 47266). According to section C of the deed, no property shall be used for other than airport purposes without the written consent of the FAA which consent shall be granted only if the FAA determines that the property can be used for other than airport purposes without materially and adversely affecting the development, improvement, operation or maintenance of the airport.

The FAA is also vested with jurisdiction over monitoring and enforcing grant agreements, including grant agreements from the Airport Improvement Program (AIP). As a condition of receiving AIP funds, the City is obligated to comply with 39 grant assurances, which provide a means for the federal government to ensure that public use airports are developed, operated, and maintained in a safe, secure, efficient, compatible and compliant manner.

FAA Compliance Manual (Order 5190.6B) provides guidance for FAA personnel in interpreting and administering the various continuing commitments airport owners make to the United States as a condition for the grant of federal funds or the conveyance of federal property for airport purposes.

FAA does approve airshows held at various airports throughout the state and locally at the Salinas and Watsonville airports.

The Airport facilities are dedicated for aviation use in the approved Airport Layout Plan (ALP) Map and zoned Aviation-Related (A-1) Airport Zoning District.

ANALYSIS:

The proposed festival activities are contemplated to occur each August from 2020 to 2024 involving aircraft, VTOL aircraft, cars, fashion show and live musical entertainment. The event is open to the public upon purchase of a ticket and will include live music on a main stage located on the north west end of the available apron space. The majority of festival attendees will be shuttled to and from airport eliminating traffic congestion and parking availability issues. As all activities will be set back at least 60 feet from Taxiway B, the applicant will be responsible for providing personnel to control access to and from the apron areas, avoiding deviating onto Taxiway B, including security and medical as required by the City.

The Conditional Airport Special Activity Permit for the proposed event is based on the one approved for the 2015 Summer Madness Festival (“**EXHIBIT B**”).

As currently proposed, the event would be held each August through 2024 with 2020 festival being held on August 13 and August 15, 2020, between the hours of 6:00 AM and 11:00 PM.

In summary, the primary terms of the Permit are as follows:

- A detailed site plan must be provided for City approval not later than sixty (60) days prior to the event, which shall include, but is not limited to: safety setbacks, the main stage and any other entertainment areas; loud speakers (including location and orientation); seating areas; vendor and concession booths or canopies; ticket booths or canopies; onsite bank next to ticket area; portable toilets; dumpsters; public, emergency and accessible routes; locations for electricity and water; generators (including grounding and approximate locations of power cables); lighting towers; A/C units; medical tent; fire suppression equipment; fenced or walled areas for exclusive use of Permittee; disabled access elements, such as accessible parking, accessible paths of travel, accessible portable toilets and other relevant elements; and any areas leased to tenants at the Airport to be used by Permittee, with the tenant's consent as provided in Condition of Approval no. 3.
- A detailed parking plan and attendance estimates based upon pre event sales must also be provided not later than sixty (60) days prior to the event.
- Site preparation and set-up would require use of the property approximately three days prior to the Thursday event.
- All promotional activities and materials related to this event will highlight the location of the event in the City of Marina.
- Up to 75 square feet of hangar or another City-owned facility building space may be used for storage and as a staging area, subject to confirmation of availability and approval by the Airport Services Manager.
- The applicant shall pay the City an event charge of \$30,000 for the 2020 event and the fee will increase by \$2,500 each subsequent year.
- A refundable security deposit in the amount of not less than \$30,000 shall be required no later than thirty (30) days in advance of the event, sufficient to cover the estimated full reimbursement of all City costs associated with the event.
- Applicant shall reimburse City for costs for City staff related to the event, such as police, fire and public works, on or before six (6) weeks following the event or the amount may be deducted from the security deposit.
- Applicant shall provide their own staff for traffic control and security, supplemented, where appropriate, by City police and fire personnel. Any hired security personnel would be approved by the Police Department.
- Applicant shall be responsible for obtaining and paying for any other necessary permits, licenses and other consents for the operation of the event.
- Applicant shall be responsible for the repair of any damage to Airport facilities.
- Applicant shall be responsible for all set-up and teardown of all event facilities, equipment, signs and related materials.
- The City reserves the right to relocate or to cancel or suspend the event at any time if, in the opinion of the Airport Manager, such relocation or suspension/termination is required for the public safety or the safe operation of the Airport.

- The City also reserves the right to limit attendance of the event if, in the opinion of the Airport Manager, such limitation is required for the public safety or the safe operation of the Airport.
- Applicant shall be responsible for possessing adequate insurance and assume full liability for its activities, as required in the permit to the satisfaction of the City and using an ISO form approved by the Monterey Bay Area Self Insurance Authority (MBASIA).

Approval of the request to utilize the available apron south the parallel Taxiway B would affect aviation use of this area during the event days but permittee has agreed to work with the Airport Services Manager to minimize impact on aviation use/operations during use of the airport facilities.

Were the City Council to adopt a resolution approving the Permit for the Monterey Festival, the FAA will be notified of the proposed use of Airport facilities. Approval of this proposed event by the FAA is a condition precedent to the effectiveness of this Permit.

FISCAL IMPACT:

Should the Council approve this request, the applicant will pay the City \$30,000 for the 2020 event, which will be deposited to the Airport Enterprise Fund, Airport Operating Fund Airport Permits Revenue Account No. 555.000.000.00-5200.010. Costs for City staff services, including police, fire, airport and public works services will be reimbursed in full by the applicant, and will impose no additional costs on the City.

CONCLUSION:

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

Respectfully submitted,

Jeff Crechriou
Airport Services Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING A CONDITIONAL AIRPORT SPECIAL ACTIVITY
PERMIT FOR THE MONTEREY FESTIVAL TO BE HELD AT THE
MARINA MUNICIPAL AIRPORT COINCIDING WITH MONTEREY
CAR WEEK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE
SAID PERMIT AND TAKE ALL OTHER ACTIONS IN FURTHERANCE
OF THE PERMIT, SUBJECT TO FINAL REVIEW, REVISION AND
APPROVAL BY THE CITY MANAGER AND CITY ATTORNEY

WHEREAS, in June 2019, Mr. Marty Satow, director of the proposed Monterey Festival, requested the use of a portion of Marina Municipal Airport to hold a Monterey Car Week event highlighting Marina, cars, aircraft and VTOL (Vertical Takeoff and Landing) Airtaxi)/Joby Aviation and airshow, and;

WHEREAS, Marty Satow has a combined 30 years of experience throughout Monterey County, spanning corporate event planning, concert promoting, and special events consultation. He has been a local leader in the Audio/Visual (AV) industry for 20 years, and his clientele includes many luxury automotive companies that regularly participate in Monterey Car Week. His comprehensive experience with event production, product and media launches, and his ongoing relationships with lifestyle and automotive brands has inspired him to produce his own Monterey Car Week event. His ongoing partnership with the Centigrade marketing agency and their international client book plays an integral role in garnering sponsorship support. Marty is well versed in the logistical needs of an event this size, as he has provided support and direction for other events of similar magnitudes, and;

WHEREAS, the Monterey Festival LLC would like to include and promote local non-profit organizations within Monterey County, and will also make donations based on proceeds to one or more charitable organizations following the event. While the Monterey Festival is designed to match the demographics and expectations of Monterey Car Week, it will also highlight and expose local non-profit organizations and causes, as well as the Marina community during the event, and;

WHEREAS, the Monterey Festival has the written support of Joby Aviation (“**EXHIBIT A**”), and;

WHEREAS, the proposed festival activities are contemplated to occur each August from 2020 to 2024 involving aircraft, VTOL aircraft, cars, fashion show and live musical entertainment the proposed temporary, non-aviation activities involve musical entertainment and other festivities at the summertime event, and;

WHEREAS, the Conditional Airport Special Activity Permit for the proposed event is based on the one approved for the 2015 Summer Madness Festival (“**EXHIBIT B**”), and;

WHEREAS, the applicant shall pay the City an event fee of \$30,000 for the 2020 event, which will be deposited to the Airport Enterprise Fund, and;

WHEREAS, costs for City staff services, including police, fire, airport and public works services will be reimbursed in full by the applicant, and will impose no additional costs on the City, and;

WHEREAS, the applicant shall provide their own staff for traffic control and security, supplemented, where appropriate, by City police and fire personnel, and any hired security personnel would be approved by the Police Department, and;

WHEREAS, applicant shall be responsible for the repair of any damage to Airport facilities.

WHEREAS, the applicant shall be responsible for obtaining and paying for any other necessary permits, licenses and other consents for the operation of the event, and;

WHEREAS, the City reserves the right to relocate or to cancel or suspend the event at any time if, in the opinion of the Airport Manager, such relocation or suspension/termination is required for the public safety or the safe operation of the Airport, and;

WHEREAS, the City also reserves the right to limit attendance of the event if, in the opinion of the Airport Manager, such limitation is required for the public safety or the safe operation of the Airport, and;

WHEREAS, the applicant shall be responsible for possessing adequate insurance and assume full liability for its activities, as required in the permit to the satisfaction of the City and using an ISO form approved by the Monterey Bay Area Self Insurance Authority (MBASIA), and;

WHEREAS, Approval of the request to utilize the available apron south the parallel Taxiway B would affect aviation use of this area during the event days but permittee has agreed to work with the Airport Services Manager to minimize impact on aviation use/operations during use of the airport facilities, and;

WHEREAS, FAA does approve airshows held at various airports throughout the state and locally at the Salinas and Watsonville airports, and;

WHEREAS, approval of this proposed event by the FAA is a condition precedent to the effectiveness of this Permit, and;

WHEREAS, the City Council finds that, under strict conditions of approval:

1. Permittee's festival activities and use of the indicated areas and Airport facilities will not be detrimental to the environment or to the health, safety, peace or general welfare of the City, the Airport, the surrounding properties or the community-at-large.
2. Permittee's festival activities will not be detrimental or injurious to the efficiency and utility of the Airport or to Airport property and improvements.
3. Permittee's festival activities, if conducted in accordance with the Conditions of this Permit will be consistent with the Environmental Guidelines, the General Plan, the Airport Master Plan, the Airport Layout Plan, the Airport Operating Ordinance and the Zoning Ordinance of the City. The long-term use of the property is designated for aviation-related development in the Airport Master Plan and Airport Layout Plan.
4. Reasonable time period can be and are herein designated for Permittee's festival activities.

5. A charge of \$30,000.00 shall be made for this proposed use.
6. The form and amount of liability insurance required herein, naming the City and the Airport as additional insured parties to be obtained from the Permittee are reasonably related to the Airport's liability exposure and are not unjustly discriminatory. It is further found that, because those insurance requirements are appropriate under the unique characteristics of the proposed use, this finding shall not be construed to indicate a precedent for insurance requirements for any other use.

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

1. Approve a Conditional Airport Special Activity permit for the Monterey Festival to be held at the Marina Municipal Airport coinciding with Monterey Car Week, and;
2. Authorize the City Manager to execute said Permit and take all other actions in furtherance of the Permit, subject to final review, revision and approval by the City Manager and City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 22nd day of January 2020, 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



340 Woodpecker Ridge ◦ Santa Cruz, CA 95060 ◦ 831-426-3733 ◦ 831-426-5666 FAX

Dear Marina City Council Members,

On behalf of Joby Aviation, please consider this letter of support for Marty Satow's proposal to hold The Monterey Festival ("A Dynamic Gathering of Speed Enthusiasts") at the Marina Municipal Airport during Monterey Car Week in 2020.

As you know, Joby Aviation is in the process of planning a large 500k sqft building at the Marina Municipal Airport to be used for manufacturing commercial, all-electric Vertical Take-Off and Landing (VTOL) aircraft. Currently, Joby leases two hangars at the airport and is constructing a 55k sqft aviation tent on the eastside of the tarmac. Over the next year, Joby will be shifting some operations and hiring employees for future production in Marina. The Monterey Festival would be a great way for Joby to meet and interface with the community as well as help promote the area as a hub for innovation and technology.

Joby appreciates all of the support this Council and City Staff have given to our project and we look forward to our expansion into Marina and participating in The Monterey Festival.

Sincerely,

DocuSigned by:

Amy Gross

7910B7697A434F6...

Amy Gross

Sustainability Manager

Joby Aviation

**MARINA MUNICIPAL AIRPORT
CONDITIONAL AIRPORT SPECIAL ACTIVITY PERMIT CERTIFICATE
FOR THE USE OF DESIGNATED AREAS OF THE AIRPORT
FOR “THE MONTEREY FESTIVAL: A DYNAMIC GATHERING OF SPEED
ENTHUSIASTS” EVENT**

THIS IS TO CERTIFY THAT, the City Council (“Council”) of the City of Marina (“City”), at a regular meeting held on January 22, 2020, considered the following request. The City Council at that meeting then approved this Conditional Airport Special Activity Permit (or “Permit”) for use of the area that abuts Taxiway B at the Marina Municipal Airport for a scheduled event and activities in conjunction therewith under authority provided by Chapter 13.22 of the Marina Municipal Code, the Airport Operating Ordinance, and subject to the following conditions and restrictions.

REQUEST:

Request by the The Monterey Festival, a limited liability company, (hereinafter referred to as “Permittee”), for permission to use the available Airport apron space (as indicated on Exhibit A attached hereto and made a part hereof) with preliminary event dates of August 9 through August 16, 2020. Further, the request would grant permission to use the available and/or designated Airport space to conduct festival activities for four consecutive years (2020 – 2024)

BACKGROUND:

The members of the City Council serve as members of the Airport Commission. The Airport Commission is authorized to enact policies and regulations governing operations and the conduct of business on the Airport subject to the approval of the City Council. In order to keep the administrative record of the Airport Commission separate from the action of the City Council, the Commission’s role is to recommend to the Council approval or disapproval of a request.

COUNCIL ACTION:

The City Council adopted the following findings in justification of granting this Permit and granted the Permit as described herein subject to each of its Conditions of Approval and authorized the City Manager to execute same as described herein.

FINDINGS:

In issuing this Permit, the City Council hereby finds that, under strict conditions of approval:

1. Permittee's festival activities and use of the indicated areas and Airport facilities will not be detrimental to the environment or to the health, safety, peace or general welfare of the City, the Airport, the surrounding properties or the community-at-large.
2. Permittee's festival activities will not be detrimental or injurious to the efficiency and utility of the Airport or to Airport property and improvements.
3. Permittee's festival activities, if conducted in accordance with the Conditions of this Permit will be consistent with the Environmental Guidelines, the General Plan, the Airport Master Plan, the Airport Layout Plan, the Airport Operating Ordinance and the Zoning Ordinance of the City.
4. Reasonable time period can be and are herein designated for Permittee's festival activities.
5. A charge of \$30,000.00 shall be made for this proposed use.
6. The form and amount of liability insurance required herein, naming the City and the Airport as additional insured parties to be obtained from the Permittee are reasonably related to the Airport's liability exposure and are not unjustly discriminatory. It is

further found that, because those insurance requirements are appropriate under the unique characteristics of the proposed use, this finding shall not be construed to indicate a precedent for insurance requirements for any other use.

CONDITION PRECEDENT & EFFECTIVE DATE:

Approval of this proposed use of the Airport by the Federal Aviation Administration (FAA) shall be a condition precedent to the effectiveness of this Permit. City shall have sole discretion to determine the satisfaction of this condition, which discretion shall be exercised upon a reasonable basis after conferring in good faith with Permittee. Following its approval by the City, the effective date of this Permit ("Effective Date") shall be that date determined by the City when FAA approval has been received. City will notify Permittee in writing of the Effective Date. The City is responsible for obtaining FAA approval and Permittee shall fully cooperate with the City's efforts related thereto.

EVENT DESCRIPTION:

The Event, known as "The Monterey Festival," is a Monterey Car Week event proposed to take place the Thursday and Saturday of Car Week. The Event on Thursday is open to the public and will include live music and a fashion show on a main stage located along Juliet street to the Taxiway B boundary. The Event will also include a luxury car and boat show, VTOL demonstrations, live music throughout the event layout, a choreographed airshow led by Sean Tucker, related vendor booths, and the serving of food and beverages, including alcoholic beverages. The Event on Saturday will only include a live concert, with limited food and beverage options available. All activities will be set back at least 60 feet from Taxiway B.

Approximately 500 to 10,000 visitors per day are expected to attend the Event. According to the Monterey County Convention and Visitor's Bureau, Monterey Car Week draws more than 85,000 visitors and on average they stay in town for three days. As this is the inaugural festival, we only anticipate seeing a fraction of this population during the first year. Event

participants will access the site via shuttle onto Neeson Street and continue to the general admission tents, located near Juliet street. Guests who purchase a VIP ticket will be guided to park in the furthest southeast apron. Permittee will provide personnel to control access to and from the designated parking areas and avoid deviating onto Taxiway B. Pedestrian access will be provided between parking and event areas and will not utilize the taxiway.

Event hours of operations are from 10 AM to 11 PM on Thursday, and 10 AM to 11 PM on Saturday. Table 1 provides a summary of Event activities by time and date.

TABLE 1. Preliminary 2020 Event Schedule

Date	Start	End	Activity/Description
8/10/2020	6am	11pm	Setup & Load-In ¹
8/11/2020	6am	11pm	Setup & Load-In ¹
8/12/2020	6am	11pm	Setup & Load-In ¹
8/13/2020	6am		Setup
	10am		VIP Early Access/Car Show
	11am		Media Access
	12pm		General Access
	2pm		Fashion Show
	4pm		VTOL & Aircraft Demo
	8pm	11pm	Main Stage/Headliner Concert
8/14/2020	6am	11pm	Load-Out ²
8/15/2020	6am	10am	Setup
	10am	11pm	Concert Showcase
	11pm	12am	Load-Out ²
8/16/2020	6am	11pm	Load-Out ²

Notes:

1 = Setup activities will include delivery and set-up of main stage, sound equipment, vendor booths, display cars and boats, seating areas, aviation display, food competition area, and portable toilets. If fencing is not already present, delivery and set-up of fencing separating the tarmac areas from Taxiway B.

2 = Clean-up activities will involve the tear down and load out of all program elements (i.e., stage, sound equipment, seating, portable toilets, etc.), inspection of all facilities, and removal of all trash.

Based on the Permittee's request, up to 75 square feet of designated hangar or another City-owned facility building space may be used for storage and as a staging area, subject to confirmation of availability and approval by the Airport Services Manager.

In its advertising and promotional materials for the event, Permittee shall promote and aid the commerce of the Marina Municipal Airport and the City of Marina and use of City facilities by positive publicity for the City through its association with the event and to aid commerce and tourism within the City.

EVENT DAYS:

The Event is open to the public, upon payment of an entry charge, and held on the Thursday and Saturday of each Monterey Car Week. Dates, once established, are subject to change with the Airport Manager's approval. The dates of August 10, through August 16, 2020, represent Monday through Sunday.

TERM OF PERMIT:

This Permit will commence upon the Effective Date and will expire on December 31, 2024.

Event dates may be changed by mutual agreement of Permittee and the Airport Manager.

Permittee may cancel the Event for its convenience. Permittee's payment of 25 percent of the Event Charge, provided below, to be paid on or before ninety (90) days prior to the scheduled event start date is non-refundable unless the Event is canceled by Permittee for its convenience sixty (60) calendar days or as provided below.

If cancellation for convenience of the Event is effected by Permittee at any time, Permittee shall pay to the City an equitable charge for services or other work performed, as set forth

below in that section entitled "Reimbursement of City's Costs and Expenses (Event Review and Processing)." The equitable adjustment for any termination shall provide for payment to the City for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by City relating to written commitments that were executed prior to the termination.

FEE:

There is no fee established for this use. The charge (Event Charge) for the 2020 Event shall be \$30,000.00 shall be made in advance as described below.

Permittee will pay to the City Finance Department a sum equal to 25 percent of the Event Charge on or before ninety (90) days prior to the scheduled event start date. This amount shall be refundable to Permittee only in the event that:

- (a) Airport operations, development, construction, maintenance, or modification subsequent to receipt of the deposit preclude holding the Event; or
- (b) The Event is canceled by Permittee sixty (60) calendar days or more before any scheduled event or the cancellation due to the reasons given to excuse a default, as set forth in Section III of this Permit.

The balance of the Event Charge shall be paid to the City no later than thirty (30) days in advance of the Event. In addition to the \$30,000.00 event fee, the Airport Enterprise fund will receive an annual increase of \$2,500.00 for each year of participation.

All charges shall be recorded to the Airport Enterprise Fund (Airport Operating Fund Airport Permits Revenue Account No. 555.000.000.00-5200.010).

REIMBURSEMENT OF CITY'S COSTS AND EXPENSES (EVENT REVIEW AND PROCESSING):

Permittee agrees to reimburse the City for the City's costs and expenses incurred for the Event including, but not necessarily limited to, a usual cost-of-service processing fee for review and inspections in connection with the Event and subsequent Permit amendments and Event-related services provided prior to, during and following the Event by the City's Airport, Community Development Department (including Planning, Building, Engineering and Public Works), Police Department and Fire Department. For the 2020 Event, City shall provide an itemized invoice to Permittee, verified by the Airport Services Manager, on or before four (4) weeks following that Event. Permittee will then reimburse the City for its costs and expenses on or before six (6) weeks following the Event or the amount may be deducted from the security deposit. If Permittee disputes any amount, it shall first pay the amount under protest. Thereafter, the matter shall be resolved by the Dispute Resolution provision contained herein.

SECURITY DEPOSIT: A refundable cash or cashier's check security deposit in an amount of not less than \$30,000.00 will be required no later than thirty (30) days in advance of the Event. The security deposit may be applied to damage to the Airport or to the City's costs and expenses related to the event not otherwise reimbursed. The security deposit will be refunded to Permittee on or before six (6) weeks following the Event, provided no claims remain outstanding and all other conditions of the Permit are met and the Permittee has fully reimbursed City for City's cost and expenses as provided above.

The final amount of the security deposit to be made thirty (30) days in advance of the Event will be determined following the City's review and assessment of City resources requires for the Event based upon (1) the final site plan, (2) final parking plan, and (3) receipt of attendance estimates, all of which must be provided by Permittee not later than sixty (60) days prior to the Event.

BUSINESS LICENSE: No later than thirty (30) days prior to conducting any activity under the authority granted by this Permit, Permittee and any of its contractors or subcontractors for the event must apply, pay for and receive a City of Marina Business License from the City's Finance Department. This includes, but is not necessarily limited to, all vendors or concessionaires selling products and/or food or beverage and/or offering services at the Event. No later than ten (10) days prior to the Event, Permittee shall verify with the City's Finance Department that each of its contractors or subcontractors, including any vendors or concessionaires, have been issued a City of Marina business licenses.

AIRPORT STAFF ROLES AND RESPONSIBILITIES: The City Manager serves as the Airport Manager. The Airport Manager, or his or her designee, shall represent the City at all times in regard to Airport matters and has the duties and may exercise the powers listed below. As designated by the Airport Manager, the Airport Services Manager is empowered to oversee the day-to-day operations of the Airport and to apply and enforce the rules and regulations for the Airport, including Chapter 13.22 of the Marina Municipal Code. The City's rules and regulations for the Airport are supplemental to the Federal Aviation Regulations.

1. The Airport Manager shall at all times have authority to take such actions as may be deemed necessary to safeguard the public in attendance at the Airport.
2. The Airport Manager may suspend or restrict any or all operations at the Airport whenever such action is deemed necessary in the interest of safety.
3. The Airport Manager may suspend, as a means of safeguarding the Airport and the public, the privileges of the Airport and its facilities to any person refusing to comply with these rules and regulations.
4. The Airport Manager shall have authority to restrict Airport operations to such portion(s) of the Airport as he/she may deem necessary or desirable.

5. The Airport Manager may issue permits or written permission for use of the Airport as authorized in Chapter 13.22 of the Marina Municipal Code.
6. The Airport Manager, in any contingency or emergency not specifically covered by these rules and regulations, is authorized to make such decisions as to him/her may seem proper.

CONDITIONS OF APPROVAL:

This Permit is issued by the City and is accepted by Permittee upon the following terms, covenants and conditions and the breach of any said terms, covenants or conditions will be deemed sufficient cause for the suspension or termination of the Permit. In the event of a breach of any of the terms, covenants or conditions of this Permit, City shall determine if such breach is subject to cure. If a breach is subject to cure, Permittee, after receipt of written notice from the City, shall have a reasonable opportunity, as set forth in the notice of breach, to commence to and complete the cure of the breach. If Permittee disagrees with the City's determination that any breach is not subject to cure, or if the parties disagree on what is a reasonable time to complete the cure, Permittee may invoke the Dispute Resolution provisions of this Permit (Section VI). During the period from receipt of notice of the breach from the City to the conclusion of the dispute resolution process, the Permit shall, at the City's option, remain suspended.

I Operational

1. Permittee's festival activities shall be confined to the areas of the area abutting Taxiway B-D and Airport facilities designated by the City and shown on the site plan area (Exhibit A) attached hereto and made a part hereof. Use of any other areas of the Airport for activities pursuant to this Permit must be approved in advance and in writing by the Airport Services Manager. The City shall have final approval of all site plans as provided herein and

Permittee shall implement all safety measures required by the City to ensure public safety and to safeguard users of the Airport and aircraft. The City reserves the right to relocate or to cancel or suspend the Event at any time if, in the opinion of the Airport Manager, such relocation or suspension/termination is required for the public safety or the safe operation of the Airport. The City also reserves the right to limit attendance of the Event if, in the opinion of the Airport Manager, such limitation is required for the public safety or the safe operation of the Airport.

2. Pre- and post-event site inspections will be conducted by representatives of Permittee and the City, at a date and time agreed in writing prior to the Event, to determine existing conditions and evaluate in writing potential damages, if any. The security deposit will be refunded, as provided above, on or before six (6) weeks following the Event, if all conditions and restrictions are followed and public property is left in good condition and without damage and the City has been fully reimbursed for all costs and expenses as provided above. The cost to the City to repair or replace any post-event damage, or to effect removal and cleanup of any material or oil or gas spill remaining on the Event site after the end of the usage period (as defined herein) may be deducted from the security deposit. Permittee's use of the Airport can only affect access to or the use of premises leased to the City's tenants at the Airport given prior approval from those tenants. Any and all usage of tenant premises will be detailed in the Event site plan.

Any unpaid balance owed, exceeding the security deposit, will be cause for termination of this Permit should Permittee not cure the balance owed in a reasonable time (i.e., 10 calendar days). Should any amount exceeding the security deposit remain unpaid, interest shall thereafter accrue at the rate of 1.5% per month until paid. After the Event, Permittee and the Airport Services Manager shall inspect the site of the Event and Permittee shall be entitled to an opportunity to cure any deficiencies identified during the inspection as provided in this Permit.

3. In accepting this Permit, Permittee understands and acknowledges the City has entered into valid leases for areas and buildings on the Airport with tenants. Permittee recognizes the

City's tenants, as a term of the Permit from the City, have exclusive rights to possession (including areas designated for parking motor vehicles or aircraft) and to the quiet enjoyment of their respective leaseholds. If Permittee requires use of any areas leased to a tenant of the City in conjunction with the Event held within the event site, City will attempt to work with the tenants in obtaining the tenant's consent to such use.

4. Should Permittee request exclusive use of a hangar or another City-owned facility that may then be available on the Airport, the City will attempt to arrange for the temporary relocation of Aircraft from the hangar to an area of the Airport to be designated on the site plan for the Event. The City's cost to affect such relocation, including its costs to compensate its tenant's in said hangar for the temporary loss of their leaseholds through a rental rebate shall be reimbursed by Permittee. If use of any facility by Permittee results in a loss of any payment from tenants to which the City would otherwise be entitled, in order to accommodate Permittee, Permittee shall reimburse the City for the actual amount of payments the City loses. Permittee will be responsible for leaving any facility used for the Event, such as a hangar floor, in the same condition as when access was granted by the City (i.e., undamaged, dry and broom clean).

5. At least thirty (30) days prior to conducting any activities or an Event on the Airport, Permittee will provide a final written schedule of its proposed activities to the Airport Services Manager and will keep the Airport Services Manager fully informed on a timely basis by providing prior written notice concerning any and all changes concerning events listed in that schedule. Permittee will reasonably accommodate the City's written request for changes to the schedule of proposed activities. At least thirty (30) days prior to the event, Permittee will provide to the Airport Services Manager a current list of names, phone numbers, and e-mail addresses for principal contact persons who are responsible for the conduct of that Event both on- and off-site and who should be contacted in the event of an emergency. Prior to the scheduled Event, Permittee will attend a pre-event briefing with City staff to ensure coordination of the Event and emergency procedures.

6. Permittee's activities and operations shall be conducted only from 6:00am to 11:00PM. Unreasonable and disruptive noise is prohibited, and Permittee shall comply with the provisions of the City's Noise Ordinance.

7. For the Event the Permittee shall provide for the Airport Services Manager's approval a site plan ("Site Plan") which shows detailed diagrams depicting a reasonably accurate description and scale of the Event areas. The Site Plan must be provided not later than sixty (60) days prior to the Event and shall include, but is not limited to: safety setbacks, the main stage and any other entertainment areas; loud speakers (including location and orientation); seating areas; vendor and concession booths or canopies; ticket booths or canopies; onsite bank next to ticket area; portable toilets; dumpsters; public, emergency and accessible routes; locations for electricity and water; generators (including grounding and approximate locations of power cables); lighting towers; A/C units; medical tent; fire suppression equipment; fenced or walled areas for exclusive use of Permittee; disabled access elements, such as accessible parking, accessible paths of travel, accessible portable toilets and other relevant elements; and any areas leased to tenants at the Airport to be used by Permittee, with the tenant's consent as provided in Paragraph 3 herein. Any and all lighting towers and A/C units must be fenced or barricaded to prevent crowds from coming into contact with them. The City's fire station (no. 2) and designated helicopter pad at the Airport will act as the first aid facility and emergency air evacuation, as needed, for any significant first aid and/or emergency assistance. In addition, a narrative describing all temporary installations must be attached. Once a Site Plan is approved, it cannot be altered without the prior written consent of the Airport Services Manager.

8. An accurate plan of the location of parking for Event participants, exhibitors and vendors ("Parking Plan") must be prepared by Permittee and approved in advance by the Airport Services Manager not less than sixty (60) days prior to the Event. This plan shall include, but is not limited to: safety setbacks, streets and lanes, pedestrian or crowd lines, parking areas for participants, parking areas for exhibitors and vendors (including areas for trucks used to transport equipment and/or supplies), and the number of automobiles reasonably expected to be present at the Event. A traffic management plan showing the

Airport gated entry and route to be used for ingress and egress to the Event site, the location of directional signs, security fencing, and barricades, if needed, shall be submitted as part of the Parking Plan to the Airport Services Manager at least sixty (60) days before the Event.

9. Traffic entering or leaving the Event site shall avoid crossing Taxiway B by accessing the site through designated gates and following the traffic route shown on Exhibit B. Permittee shall provide personnel to control access to and from the Event site, particularly the VIP parking area, as shown on Exhibit B.

The City may allow Permittee's traffic control personnel to manage traffic coming into the area on streets leading to the Airport. The City will coordinate with Permittee in order to ease traffic through intersections in the area, as necessary. The City's Police Department will be involved in oversight of the process for safety and law enforcement and Permittee will be charged for the involved officers' hours at their respective fully benefited rates of pay and pay the same before September 1 of any year during which an Event is held.

10. For the Event the Permittee shall provide for the Airport Services Manager's information a report on advanced ticket sales and Permittee's total attendance estimates for each day of the Event ("Attendance Estimate"). The Attendance Estimate must be provided not later than sixty (60) days prior to the Event.

11. The City will work with Permittee to provide adequate directional signs, traffic cones and sign placement directing participants and exhibitors to the Event site. These signs will need to be clearly visible and the City agrees to be fully cooperative and aid Permittee in working with the local authorities, county, state and other municipalities and officials to aid in directing people to the site as well.

12. All furnishings, including but not limited to fencing, tenting, staging, tables, linen and chairs, and the like, that will be used by Permittee on Event days, will be organized and ordered by Permittee or Permittee's preferred vendor.

13. Sand bags shall be used whenever possible to “stake down” tents in asphalted areas around concrete. If staking is need, Permittee will repair asphalt areas affected by Permittee’s staking, using the customary cold patch process to the satisfaction of the Airport Services Manager.

14. Set-up and break-down of equipment associated with the Event will occur within the days preceding and following the Event. All equipment and materials must be removed from the areas used for the Event before 5:00 PM on the day following the last day of successive event activity days and the site returned to its pre-event condition, unless other arrangements are approved in advance by the Airport Services Manager. Permittee is responsible to pay any maintenance or cleanup costs associated with the Event.

Permittee is responsible for installing and securing any security fencing (6 feet high), traffic cones, signs, striping or tape used to delineate areas, trash cans, portable toilets, tents, structures or other materials, equipment or supplies brought onto the site for the Event. In the event security fencing is already in place, Permittee shall pay their fair share contribution to reimburse the parties that have erected existing fencing. The fair share contribution shall be based on a per diem cost for the time Permittee uses the approved event areas.

15. If water is required to clean the event site, it shall be accomplished using non-potable water whenever possible unless potable water is required for reasons of health or safety.

16. In the event of any damages from the Permittee’s activities, Permittee shall pay for and repair all damages to Airport facilities to the City’s satisfaction on a schedule to be determined by the City. If Permittee’s activities on the site damages any area being used for the Festival, Permittee shall be responsible for the cost of repairs to the damaged apron.

17. If, in the sole determination of the Airport Services Manager, the event site requires sweeping for rocks and small debris following an event as a result of Permittee’s activities, the Airport Services Manager will so notify Permittee who will have an option to sweep debris from the site to the satisfaction of the Airport Services Manager or to request the City to

sweep debris. In the event that City personnel are required to remove debris from the Event site, a charge of \$150.00 per hour with a two-hour minimum will be assessed to Permittee's and, if not paid, may be deducted from Permittee's Security Deposit. All sweeping should be completed as soon as possible of the day following break-down activities.

18. Ample garbage and refuse containers with snug fitting lids must be provided for food facilities and for public use to the satisfaction of the Airport Services Manager. Garbage and refuse containers must be emptied as necessary during the Event so as not to overflow during or after an event. All trash must be removed from the site and the Airport no later than the day following the Event. In the event that City personnel are required to remove garbage or refuse from the event site, a charge of \$80.00 per hour per employee with a two-hour minimum shall be assessed to Permittee and, if not paid, may be deducted from Permittee's Security Deposit.

19. Adequate portable restrooms, including ADA accessible facilities, will be shown on the Site Plan and provided for the Event in such numbers and locations as may be required by the Monterey County Health Department and the Airport Services Manager, and these portable restrooms must be serviced and pumped by a sanitation truck as required. There must be no dumping of any materials into existing sewers serving the Airport.

20. Permittee is responsible for conducting the Event and its operations in accordance with the American with Disabilities Act.

21. Fire lanes as designated by the City must remain open at all times. Permittee agrees that it will not cause or permit any vehicle, or other equipment to be parked within the boundaries of such fire lanes or use the fire lanes in a manner that interferes with equipment and personnel traversing fire lanes in the course of fire suppression activities. Permittee shall prepare an Emergency Action/Fire Protection Plan including provision for egress and ingress to the Event site in the event of an emergency. A current plan shall be kept on file with the City's Fire and Police Departments. All fire hydrants shall remain accessible and unobstructed for Fire Department use.

No later than 48-hours prior to the Event, Permittee must contact the City's Fire Department to arrange for a fire safety inspection prior to the commencement of the Event. Any deficiencies identified by the fire safety inspection must be corrected prior to commencement of the Event. Fire extinguishers fully charged and with tags affixed, will be provided as required by the City's Fire Department. There will be no open-air use of hazardous or flammable materials or pyrotechnic devices. All fuel shall be stored and dispensed properly from adequately vented containers. Use of barbecue, fireworks or any open fire during the Event will require prior approval of the Fire Chief.

22. Permittee will provide certified and qualified Emergency Medical Technician (EMT) personnel as required by the City's Fire Department, and first aid kits and supplies as approved in advance by the City's Fire Department at the medical tent shown on the Site Plan. EMT personnel, first aid kits and supplies shall be available for the duration of the Event.

23. Any accident requiring medical attention must be reported in writing to the Airport Services Manager immediately.

24. Any damage to property must be reported in writing to the Airport Services Manager immediately.

25. Permittee by accepting this Permit acknowledges that it has received and will abide by the rules and regulations set forth in the Airport Operating Ordinance (Marina Municipal Code Chapter 13.22), and with all other applicable federal and state statutory and decisional laws, County of Monterey and City of Marina ordinances, rules and regulations, and the requirements of any other duly authorized government agency.

26. Permittee's must, within 24-hours from the time of an accident or an incident or reportable event which violates Airport Rules and Regulations or this Conditional Airport

Special Activity Permit, provide a written report of the incident to the Airport Services Manager using a form approved by the City, as set forth in Exhibit C.

27. Permittee will provide security certified and qualified personnel for the Event, as approved by City's Police Department. The security company shall be certified under the State of California and all security personnel shall possess a California Guard Card. All hired security personnel shall be unarmed, except as approved by the Police Department for providing armed guards at the onsite bank for securing cash sales received from ticket booth area.

28. Permittee will obtain and pay for any necessary permits, licenses and other consents for the operation of the Event. It shall be the responsibility of Permittee under this Permit to contact, consult and comply with any rules or regulations applicable to Permittee's activities at the Airport which are now or may be promulgated by a local municipality (including the City), the County of Monterey, the State of California or a public or private utility provider or regulator having jurisdiction over activities or utility services at the Airport, including, but not limited to, the City of Marina, the County of Monterey, Monterey County Health Department, the State of California Alcoholic Beverage Control, Pacific Gas and Electric Company, Monterey Regional Water Pollution Control Agency, Marina Coast Water District, and the Monterey Bay Unified Air Pollution Control District.

29. Permits must be obtained from the Monterey County Health Department for any temporary food or beverage service or preparation facilities at least ten (10) days prior to the Event. Permittee, through its designated vendors or concessionaires, may sell food and beverages, including alcohol, to its visitors, exhibitors, sponsors and clients during the Event as is common in events such as these as long as those selling food, beverage and alcohol have the appropriate permits from the governing bodies. Valid special event or caterer's alcoholic beverage license(s) must be obtained from the California Alcoholic Beverage Control for permission to sell alcoholic beverages at the Event. Permittee must provide proof of said license(s) to the Airport Services Manager at least thirty (30) days prior to the Event. Without

said license(s), no person shall possess or consume any alcoholic beverage in or around any area when Permittee's activities are taking place.

30. The City shall make available to Permittee maps in its possession showing the location of sewer, water, electrical, gas, high-speed internet and activated or activatable telephone hubs, and any other utility lines located adjacent or nearby to the Event site. Permittee shall be responsible for arranging for the delivery and paying for all utilities required on the Event site. Permittee shall be responsible to provide and pay for all new connection equipment and any fees required. The City cannot and does not guarantee that there will be no interruptions of service and Permittee hereby waives any rights or claims it may have resulting from temporary interruptions of service. To the extent it has knowledge, the City will provide notice of any work scheduled which may interrupt the utility service to the Event site. If City is unable to provide access to utility service facilities due to the imposition of any limit on consumption or on the construction of additional utility facilities, or the allocation or curtailment of utility facilities or service by law or regulation, it shall have no obligation hereunder. Permittee shall pay directly to the provider for all utility service. In the event Permittee fails to pay any utility bill when due, the City may, at its option, pay the same and collect from Permittee's security deposit the amounts so disbursed, plus interest at the rate of 1.5% per month or fraction thereof.

31. Parking for motor vehicles including utility trucks shall be as designated on the Site Plan in areas outside the aircraft operations areas of the Airport. There must be no overnight or vehicle camping or long-term (more than 72-hours) vehicle storage on Airport property, unless same is approved in advance by the Airport Services Manager. Vehicles approved for overnight camping shall, if using an external power source, draw power from Permittee's utilities, or if using City-provided utilities, pay the City the charge of \$80.00 for such use. Any circumstances which arise during the Event which is expected to impact Permittee's ability to leave the site clean and vacant, such as the presence of an inoperable vehicle, shall be immediately communicated to the Airport Services Manager.

32. Permittee will be responsible for, and must take all measures required to ensure that participants or spectators do not trespass onto leased premises at the Airport or outside of designated areas, as shown in Exhibit A. Permittee will be responsible for ensuring that participants or spectators do not deviate upon, on to, or across Taxiway B.

33. To the extent applicable Permittee shall comply with all FAA assurances as shown on Exhibit D attached hereto and made a part hereof.

34. Permittee shall cooperate with the Airport Services Manager in notifying pilots, users and tenants of the Airport about the Permittee's event activities and explaining how these activities will affect the Airport and airport operations and make reasonable changes in response to information received from pilots, users and tenants.

35. Sponsorship banners and signs are allowed within the designated event area in locations approved by the Airport Services Manager and indicated on the Site Plan. Banners and signs shall be promptly removed after the Event.

36. Permittee shall provide the Airport Services Manager with entry handtags and credentials for City staff and City-invited guests to enter the Event and to park in areas designated for VIP parking. The number of entry handtags and credentials shall be limited and will be determined by mutual agreement of Permittee and the Airport Services Manager prior to the Event not to exceed 10.

37. No person shall possess or consume any illegal drug in or around any areas where Permittee's activities are taking place. No person employed by or providing service to Permittee shall consume and/or have in their system any alcoholic beverage or illegal drug in or around any areas where Permittee's activities are taking place.

38. Permittee shall possess adequate insurance and assume full liability for its activities.

II INSURANCE AND INDEMNIFICATION REQUIRED

1. **Insurance.** Permittee agrees to provide insurance in accordance with the requirements set forth herein. If Permittee use existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Permittee agrees to amend, supplement or endorse the existing coverage to do so. The following coverage will be provided by Permittee and shown as having been issued the policies of insurance required herein and which must be maintained on behalf of the City in accordance with the requirements set forth herein.

In the event of cancellation, reduction of or change in coverage, or a substantial premium increase (in excess of \$500.00) of the City's airport liability insurance as a result, in whole or in part, of the operations allowed by this Permit, this Permit shall be suspended effective as of the date of any such change. Upon receipt of notice of any such change in coverage City shall promptly notify Permittee.

Permittee's and City further agree concerning the insurance coverages required by this Permit as set forth in Exhibit E, attached hereto and by this reference incorporated herein. If the Permittee maintains additional coverage or higher limits than those required within the Insurance Requirements section, then entity shall be entitled to additional coverage or higher limits maintained by Permittee.

Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form approved by the Monterey Bay Area Self Insurance Authority (MBASIA). Total limits shall be no less than one million dollars (\$1,000,000.00) per occurrence for all coverage's and five million dollars (\$5,000,000.00) general aggregate. The City, its Airport, Council, boards and commissions, officers, employees, agents and volunteers must be added as additional insured's using ISO-additional insured endorsement form approved by the City's Attorney. 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 and shall include contractual liability coverage with respect to

Permittee's indemnity obligations (it being understood, however, that the availability of such insurance shall not serve to limit or define the scope of Permittee's indemnity obligations in any manner whatsoever). Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) in the amount of nine million dollars (\$9,000,000.00) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Business Auto. Primary coverage must be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than one million dollars (\$1,000,000.00) per accident. Starting and ending dates shall be concurrent. Coverage shall be endorsed to provide 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 Permittee or for which the Permittee is responsible. If Permittee owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Liquor Liability. Proof of liquor liability coverage shall be provided for approval of the City at least thirty (30) days before the Event. Coverage shall be written on an occurrence basis and in a form approved in advance of the Event in an amount of not less than one million dollars (\$1,000,000.00) per occurrence. The City shall be added as an additional insured by an endorsement approved in advance by the City.

Workers' Compensation/Employer's Liability. Workers Compensation and Employers' Liability 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

(\$1,000,000.00) per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, its Airport, Council, boards and commissions, officers, employees, agents and volunteers.

Approval of Insurance Coverage. Upon Permittee's acceptance of this Permit, a copy of the insurance policy or policies required herein or, in lieu thereof, the face page of such policy or policies and any endorsements which limit or otherwise affect the coverage provided therein shall be delivered by Permittee to the Airport Manager for approval as to form and sufficiency. When such insurance policy or policies have been so approved, Permittee may substitute for same a certificate of insurance issued by the respective insurance company or companies certifying that such insurance policies are in full force and effect and that all liabilities arising out of this Permit or Permittee's activities and use of the Airport are covered by such insurance policy or policies. Notwithstanding any provisions to the contrary contained herein, Permittee shall not have the right to undertake any activities on the Airport property until such insurance policy or policies are filed with and approved by the City. Further, and notwithstanding any provision to the contrary herein, if Permittee is unable to obtain the insurance coverage required by this Permit and such coverage is not reasonably affordable as determined by Permittee, Permittee may cancel the Permit.

Review of Insurance Coverage. City is entitled at any time during the term of this Permit to review the type, form and coverage limits of the insurance requirements. If in the opinion of the City, the insurance provisions of this Permit are not sufficient to provide reasonably adequate protection for the City and the members of the public using the Airport, the City may require Permittee to maintain insurance reasonably sufficient to provide such adequate protection. Such requirements shall be consistent with industry standards. City shall notify Permittee in writing of any changes in the insurance provisions necessary to provide adequate protection. If Permittee does not deposit acceptable certificates evidencing valid insurance policies acceptable in form and content to the City, incorporation such changes, within ten (10) days of receipt of such notice, this Permit will be in default. The procuring of such policy of insurance will not be construed to be a limitation upon Permittee's

liability nor as a full performance of its part of the indemnification provisions of this Permit; Permittee'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 the operations under this Permit.

2. **Indemnity.** Permittee and City agree that City, its Airport, 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, attorney's fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the activities permitted by this Permit (whether directly, indirectly or arising out of or connected in any way with the activities provided for herein). 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. Permittee acknowledges that City would not grant this Permit in the absence of the commitment from Permittee's to indemnify and protect City as set forth here.

To the full extent permitted by law, Permittee shall defend, indemnify and hold harmless City, its Airport, 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, actual 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 activities associated with this Permit. All obligations under this provision are to be paid by Permittee as they are incurred by the City.

In no event shall the City be liable, whether in contract, warranty, tort (including negligence and strict liability) or otherwise, for any special, indirect, incidental or consequential losses or damages of any kind or nature whatsoever.

Without affecting the rights of the City under any provision of law, this Permit or this section, Permittee's 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 of 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 and not in instances where Permittee is solely or partially at fault or in instances where City's fault account for only a percentage of the liability involved. In those instances, the obligation of Permittee will be all inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Permittee acknowledges that its obligation pursuant to this section extends to liability attributable to the City, if that liability is less than the Sole fault of City. Permittee has no obligation under this Permit for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of the City.

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

If any action or proceeding is brought against any indemnified party by reason of any of the matters against which Permittee has agreed to defend the indemnified party, as provided above, Permittee, upon notice from the City, shall defend any indemnified party at Permittee's expense by independent counsel reasonable acceptable to the City. An indemnified party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so indemnified.

Permittee's agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from any contractor, vendor or any other person or entity involved by, for, with or on behalf of Permittee in the performance of the subject matter of this Permit. In

the event Permittee fails to obtain such indemnity obligations from others as required here, Permittee 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. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Permittee's and shall survive the termination of this Permit or this section.

III SUSPENSION OR TERMINATION

This Permit may be immediately suspended at any time for a violation of any of the conditions of approval as set forth herein. Immediate verbal notice, following within not more than 24-hours by written notice of suspension shall be given to Permittee, or that person then in-charge of conducting Permittee's activities on the Airport, by the Airport Manager or Airport Services Manager. The notice shall set forth the specific violation for which the immediate suspension is imposed. Permittee agrees that, upon receipt of verbal or written notice of suspension from the Airport Manager or Airport Services Manager, whichever is first given, it will immediately cease and suspend all their activities on the Airport.

Airport Manager or Airport Services Manager agrees to cooperate with Permittee in its efforts to remedy or to address the violation cited in the notice of suspension. If and when such violation has been addressed to the satisfaction of the Airport Manager or Airport Services Manager, a written notice of Permit reinstatement shall be given to Permittee.

Permittee acknowledges by its acceptance of this Permit that FAA regulations may require the City to terminate any or all festival activities at the Airport. In that event, the City may take action to terminate this Permit. Such termination at the direction of the FAA is agreed to be "termination for good cause."

This Permit may be terminated by action of the City Council, after notice, provided, however, this Permit shall not be terminated without a showing of good cause. Good cause shall

include a material breach of the requirements of the Permit that is not or cannot be cured by Permittee within a reasonable period of time for the type of breach in question.

Permittee or the City shall not be in default under this Permit in the event that their activities are temporarily interrupted for any of the following reasons: riots, war or national emergency declared by the President or Congress and affecting the City of Marina; sabotage; civil disturbance; insurrection; explosion, natural disasters such as floods, earthquakes, landslides and fires; strikes, lockouts and other labor disturbances; or other catastrophic events which are beyond the reasonable control of Permittee or the City. "Other catastrophic events" does not include the financial ability of Permittee to perform or failure of Permittee to obtain any necessary permits or licenses from other governmental agencies or the right to use facilities of any public entity where such failure occurs because of Permittee has failed to exercise reasonable diligence.

If cancellation for convenience of the event is affected by Permittee, Permittee shall pay to the City an equitable charge for services or other work performed and the charges as provided herein. The equitable charge for termination for Permittee's convenience shall provide for payment to the City for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the City relating to written commitments that were executed prior to termination.

In the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Permit 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 Permit and such action shall be brought in a court of proper jurisdiction in Monterey County, the prevailing party, in addition to other remedy at law or in equity available to such party, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonably consulted by the attorney for the prevailing party.

IV NON-DISCRIMINATION

Permittee, for itself and any of its visitors, vendors, concessionaires or others engaged in activities in furtherance of the purposes for which this Permit is granted, as part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any City property. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

V NON-TRANSFERABILITY, NO EXCLUSIVE RIGHT, NO RIGHT TO LEASE, NO LONG-TERM USE CONTEMPLATED BY THE PARTIES, AMENDMENT

This Permit is non-transferable.

This Permit shall not be construed or interpreted as an “exclusive right” within the provisions of section 308a of the FAA Act of 1958, as amended.

This Permit is not and may not be construed as a lease of any City property, nor does it convey any right to such a lease.

In the event of a request or action by the FAA to cease or terminate the activities as set forth in this Special Activity Permit, such permit shall become immediately null and void without requirement of any further action by the City Council.

This Permit may be amended only by a writing signed by the authorized representatives of both the City and Permittee.

VI DISPUTE RESOLUTION

If any dispute arises between the parties as to proper interpretation or application of this Permit, the parties shall first meet and confer in a good faith to attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, and both parties agree, the matter may 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 (30) days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction of any such action between the parties shall lie in the Superior Court for the County of Monterey.

VII Notice

All notices and other communications required to be given under this Permit shall be in writing and shall be delivered at the addresses set out herein. Notice may be given by personal delivery, recognized overnight courier, by United States mail in the manner set forth below. Notice shall be deemed to have been duly given (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by overnight courier, on the first (1st) Business Day after being delivered to a recognized overnight courier, or (c) if by mail, on the third (3rd) Business Day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, as follows:

If to the City: City of Marina:
 211 Hillcrest Avenue
 Marina, CA 93933
 Attn: Airport Manager

With a copy to: City Attorney - City of Marina
Wellington Law Offices
857 Cass Street, Suite D
Monterey, CA 93940

If to Permittee; Mr. Martin Satow
The Monterey Festival, LLC
PO Box 221131
Carmel, CA 93922
Email: marty@themontereyfestival.com

or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices given by an attorney shall be deemed to constitute notice from that party.

VII AUTHORITY

The individuals executing this Conditional Airport Special Activity Permit on behalf of the City of Marina and Earl Rowland represent and warrant that they are duly authorized to execute and deliver this permit and that this Permit is binding in accordance with its terms.

THIS CERTIFICATE IS TO NOTIFY requester Martin Satow that the above described Conditional Airport Special Activity Permit was approved by the City Council and Airport Commission.

Dated: _____

Marina, California

**APPROVED
FOR THE CITY OF MARINA**

Layne Long
City Manager/Airport Manager

ACKNOWLEDGED

Jeff Crechriou
Airport Services Manager

Approved as to form:

City Attorney

City of Marina

ACCEPTED

Early Rowland by executing this Conditional Airport Special Activity Permit represents and warrants that he is executing and delivering this Conditional Airport Special Activity Permit on behalf of himself and that Conditional Airport Special Activity Permit is accepted by him in accordance with its terms.

I HAVE READ, UNDERSTAND AND ACKNOWLEDGE AND AGREE TO THE CONDITIONS SET FORTH IN THIS PERMIT:

Martin Satow

ATTACHMENTS

EXHIBIT A	SITE PLAN
EXHIBIT B	ACCESS ROUTE TO EVENT SITE
EXHIBIT C	INCIDENT REPORT FORM
EXHIBIT D	FAA ASSURANCES
EXHIBIT E	INSURANCE PROVISIONS

41

EXHIBIT A-1
SITE PLAN LOAD-IN PHASING PLAN

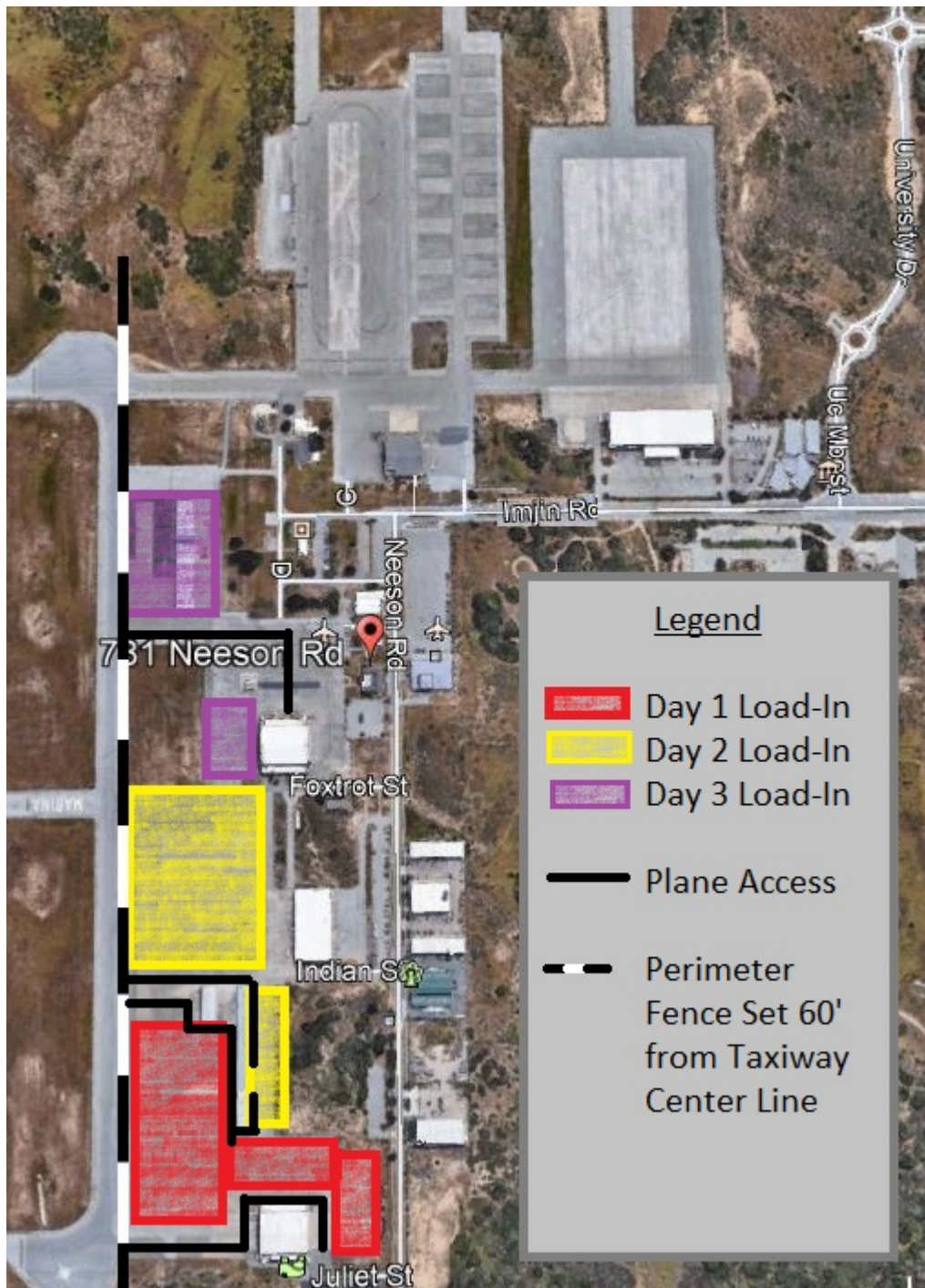


EXHIBIT B
ACCESS ROUTE TO Event Site



EXHIBIT C
INCIDENT REPORT FORM

INCIDENT REPORT FORM – FOR OFFICIAL USE ONLY

Date of Incident _____ Pilot in Command _____

Total Passengers _____ Name of Ground Observer _____

Name of Person(s) Involved: _____

Explanation: _____

Report Prepared by _____ Date _____

Received by _____ Date / Time _____

MARINA MUNICIPAL AIRPORT

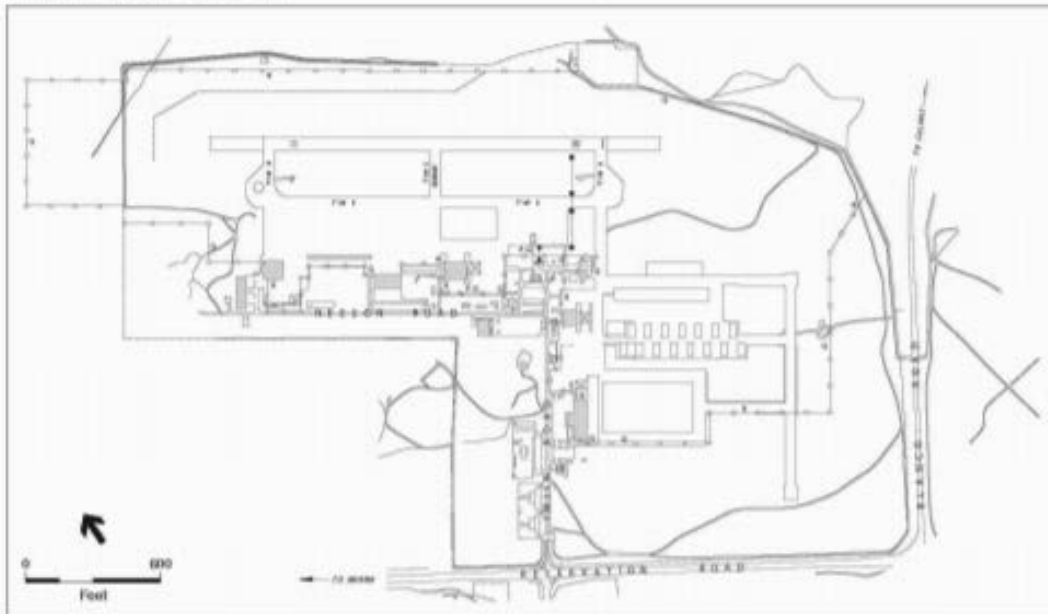


EXHIBIT D
FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Permittee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as

said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the City of Marina shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the City of Marina shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the City of Marina or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Permittee agrees that it shall insert the above five provisions in any permit by which said Permittee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered

sub-organizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The City of Marina reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Permittee and without interference or hindrance.

9. The City of Marina reserves the right, but shall not be obligated to the Permittee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Permittee in this regard.

10. This permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Marina and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the City of Marina, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Marina Municipal Airport.

12. Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

13. The Permittee by accepting this expressly agrees for itself, its successors and assigns that

it will not erect nor permit the erection of any structure or object above the mean sea level elevation of 210 feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object, all of which shall be at the expense of the Permittee.

14. The Permittee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Marina Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Permittee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

EXHIBIT E
INSURANCE PROVISIONS

Permittee and City further agree as follows:

- a) Insurance provisions supersede all other sections and provisions of this Permit to the extent that any other section or provision conflicts with or impairs the provisions of those sections.
- b) Nothing contained in the insurance provisions is to be construed as affecting or altering the legal status of the parties to this Permit. The insurance requirements set forth in this Permit are intended to be separate and distinct from any other provision in this Permit and shall be interpreted as such.
- c) All insurance coverage and limits provided pursuant to this Permit shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Permit or any other Permit relating to the City or its operations limits the application of such insurance coverage.
- d) Requirements of specific coverage features or limits contained in the insurance provisions 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 Permit 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 towards performance of this Permit.

f) All general or auto liability insurance coverage provided pursuant to this Permit shall not prohibit Permittee's, Permittee's employees, vendors, concessionaires, or agents from waiving the right of subrogation prior to a loss. Permittee's hereby waives all rights of subrogation against the City.

g) Unless otherwise approved by City, Permittee's insurance shall be written by insurers authorized to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII."

h) In the event any policy of insurance required under this Permit 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 Permittee or may be deducted from the security deposit.

i) Permittee agree to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverage's required and an additional endorsement to Permittee's general liability, business auto, liquor liability, and umbrella liability policies using an ISO form approved by the Monterey Bay Area Self Insurance Authority (MBASIA). Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Permittee's 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. Permittee agrees to provide complete copies of policies to City upon request.

j) Permittee shall provide proof that policies of insurance required herein expiring during the term of this Permit 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 coverage's.

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 Permit in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Permittee agrees to require all subcontractors, vendors, concessionaires or other parties hired for this project to provide general liability, business auto and liquor liability insurance naming as additional insured's all parties to this Permit. Permittee's agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Permittee's agrees to require that no contract used by any subcontractor, vendor, concessionaire or contracts Permittee's enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Permit.

Permittee agrees that upon request, all permits with subcontractors, vendors, concessionaires or others with whom Permittee contract with on behalf of City, will be submitted to City for review. Failure of City to request copies of such permits will not impose any liability on City, its Airport, Council, boards and commissions, officers, employees, agents and volunteers.

EXHIBIT F
FAA EVENT APPROVAL LETTER

[Insert approval letter once received]

**Notice of Preparation for an
Environmental Impact Report
2045 Metropolitan Transportation Plan/
Sustainable Communities Strategy**

Agenda Item: **8j(1)**
January 22, 2020

Notice is hereby given that the Association of Monterey Bay Area Governments (AMBAG) will be the lead agency in partnership with Council of San Benito County Governments (SBtCOG), the Santa Cruz County Regional Transportation Commission (SCCRTC) and the Transportation Agency for Monterey County (TAMC) for the preparation of an Environmental Impact Report for the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). In addition, SBtCOG, SCCRTC and TAMC will be responsible agencies for the 2045 MTP/SCS EIR, and prepare the 2045 Regional Transportation Plan (RTP) for San Benito County, 2045 RTP for Santa Cruz County and 2045 RTP for Monterey County, respectively. The 2045 MTP/SCS is the metropolitan long-range transportation plan for the three counties and will compile transportation projects and programs included in the County RTPs. Pursuant to §15082 of the California Environmental Quality Act (CEQA) Guidelines, AMBAG is soliciting input on the EIR scope and content.

Project Description: As the federally designated metropolitan planning organization (MPO) for the tri-county region of Monterey, San Benito and Santa Cruz counties, AMBAG is charged with developing an MTP/SCS. The 2045 MTP/SCS is the metropolitan long-range transportation plan for the three counties. SBtCOG, SCCRTC, TAMC are the state-designated Regional Transportation Planning Agencies (RTPAs) for San Benito, Santa Cruz, and Monterey counties, respectively. Each RTPA will prepare a county-level long-range Regional Transportation Plan that is consistent with the AMBAG 2045 MTP/SCS. The EIR will serve as the Program EIR for the AMBAG 2045 MTP/SCS and the Program EIR for the RTPs prepared by the RTPAs for San Benito, Santa Cruz, and Monterey counties.

The 2045 MTP/SCS is used to guide the development of the Regional and Federal Transportation Improvement Programs, as well as other transportation programming documents and plans. The MTP/SCS outlines the region's goals and policies for meeting current and future mobility needs, providing a foundation for transportation decisions by local, regional, and State officials that are ultimately aimed at achieving a coordinated and balanced transportation system.

The SCS component of the MTP is required by California Senate Bill 375, the Sustainable Communities and Climate Protection Act of 2008 (SB 375). SB 375 mandates regional greenhouse gas reduction targets for passenger vehicles and, pursuant to that law, the California Air Resources Board (CARB) has established 2020 and 2035 GHG reduction targets for each region covered by one of the state's MPOs. AMBAG is required to prepare an SCS that demonstrates how GHG reduction targets could feasibly be met through integrated land use, housing, and transportation planning.

Project Location: San Benito, Santa Cruz and Monterey counties, and all incorporated cities and unincorporated areas contained therein.

Probable Environmental Effects to be Addressed in the EIR: The 2045 MTP/SCS EIR will analyze the potential for significant environmental effects for the following resource topics: Aesthetics/visual resources, agricultural resources, air quality and health impacts/risks, biological resources, climate change/greenhouse gases, cultural and historic resources, energy, geology/soils, hazards and hazardous materials, hydrology/water quality, land use and planning, noise, population and housing, transportation, tribal cultural resources, wildfire, cumulative impacts, and growth inducing impacts.

Comment Period: Please submit comments no later than February 14, 2020 to Heather Adamson at AMBAG, 24580 Silver Cloud Court, Monterey, CA 93940 or to hadamson@ambag.org.

Scoping Meetings: AMBAG will host three public scoping meetings to solicit input on the scope and content of the EIR. The date, time and location of the meetings are as follows:

- § **In Santa Cruz on January 22, 2020** from 6:00 PM to 7:30 PM at the Live Oak Community Room - Simpkins Center - 979 17th Ave, Santa Cruz, CA
- § **In Hollister on January 23, 2020** from 6:00 PM to 7:30 PM at the San Benito County Board of Supervisors Chambers - 481 4th Street, Hollister, CA
- § **In Monterey on January 29, 2020** from 6:00 PM to 7:30 PM at the Marina Library Community Room - 190 Seaside Circle, Marina, CA

For more information, visit www.ambag.org or call (831) 883-3750.

Theresa Wright

Community Outreach Coordinator
Transportation Agency for Monterey County
831.775.4411

Theresa@tamcmonterey.org

www.tamcmonterey.org



MST HIGHLIGHTS

January 13, 2020

STRATEGIC PLANNING WORKSHOP

The MST Board and staff conducted a strategic planning workshop and discussed the following items:

1. MST Overview
 - a. Performance Dashboards
 - b. Strategic Plan and Action Plan
 - c. 2020 Capital Projects and Transit Services
2. Measure Q Mobility Programs Update
3. MST Employee Recruitment / Retention Issues
4. Partnerships and New Initiatives Update
5. Zero Emission Bus/Innovative Clean Transit Strategy Update
6. Performance Incentives

NEXT MST BOARD MEETING

The next MST board meeting will be held on February 10, 2020.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of January 22, 2020

**CITY COUNCIL TO CONSIDER RECEIVING INVESTMENT REPORTS
FOR THE CITY OF MARINA AND CITY OF MARINA AS SUCCESSOR
AGENCY TO THE MARINA REDEVELOPMENT AGENCY FOR THE
QUARTER ENDED DECEMBER 31, 2019**

REQUEST:

It is requested that the City Council:

1. Consider receiving Investment Reports for the City of Marina and City of Marina as Successor Agency to the Marina Redevelopment Agency for the quarter ended December 31, 2019.

BACKGROUND:

Cash Management. This last quarter, one US Treasury block matured, reducing the investments the City has in US Treasuries. Because the investment matured on 12/31/2019, the City's cash amount was unusually high as of the end of December. This cash was transferred to LAIF early in January. The changes to the City's investment portfolio for last quarter are shown in Table I, Cash and Investments as of December 31, 2019.

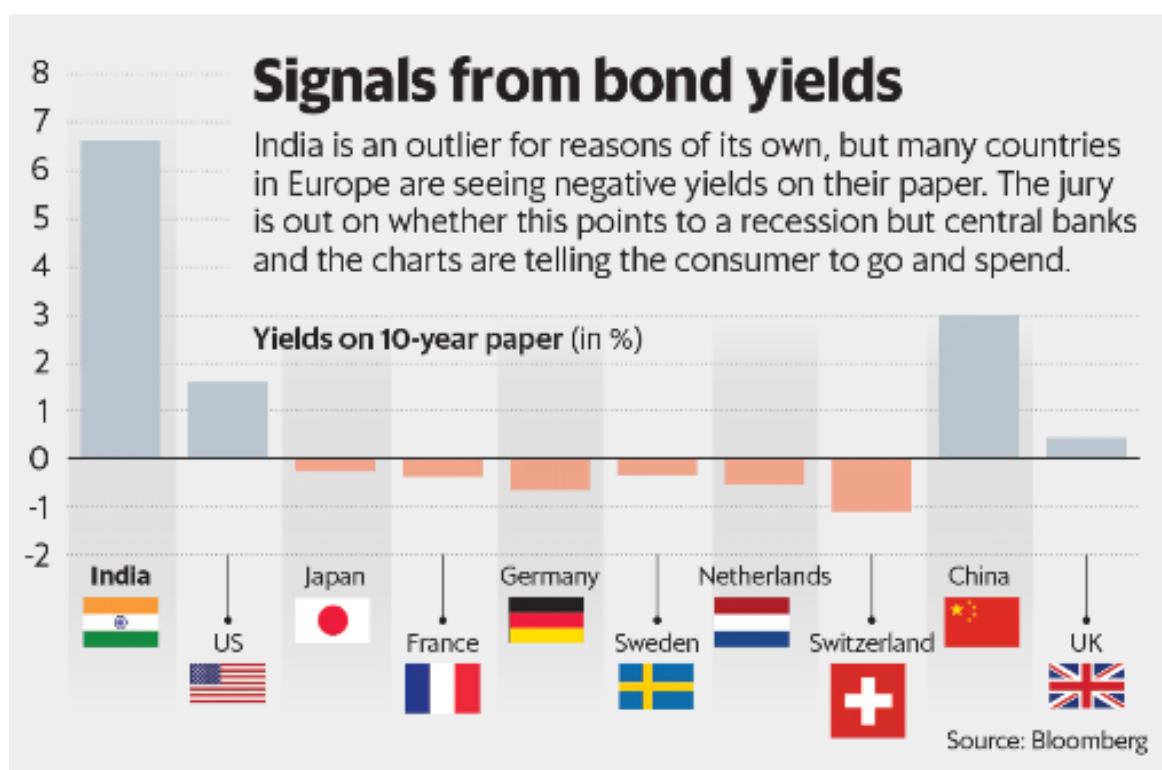
Table I
Cash and Investments as of September 30, 2019

Summary of Cash and Investments							
Amounts in Millions							
Quarter Ending December 2019							
	Sep			Dec		Change	
LAIF	2.28%	13.2		2.04%	14.4	-0.24%	1.2
US Treas.	2.47%	25.3		2.47%	20.5	0.00%	(4.8)
Bank	0.00%	1.8		0.00%	6.5	0.00%	4.7
All Others	Variable	1.6		Variable	1.3	Variable	(0.3)
	Subtotal	41.9		Subtotal	42.7		
<u>Successor</u>							
LAIF	2.28%	3.4		2.04%	3.2	-0.24%	(0.2)
Bank	0.00%	-		0.00%	-	0.00%	-
All Others	Variable	-		Variable	-	Variable	-
	Subtotal	3.4		Subtotal	3.2		
Total Cash Assets		45.3				45.9	

Interest Rate Markets. Interest rates have generally remained stable this last quarter. However, the City's LAIF account's interest continues to decline, from 2.28% to 2.04%. This is expected because LAIF is a pool of investments. As securities purchased during higher interest rate environments mature, they are replaced by securities purchased in a lower interest rate environment. The question that staff is considering is what is the direction of interest rates?

Chart I, Signals from Bond Yields, compares 10-year securities from a number of emerging or developed economies. What is somewhat shocking is that 6 of these 10 countries off a 10 year note that will pay the purchaser of the security less than the purchase price. This fact bewilders the mind but shows that in some countries there is a greater demand for safe investments than in others. Further, when a country has an excess of cash compared to the demand to borrow, interest rates can go negative. Countries that are growing markedly such as China and India are paying higher interest rates.

Chart I



Portfolio Strategy. Staff's goal is to either match or out-yield LAIF. The question is then, what is in store for the US. Staff believes that there will be a continued trend towards lower interest rates. Thus, we may see a return to almost 0 interest rates for short term money (i.e. 2-year treasury notes.). As the LAIF rate approaches what the 2-year treasury pays, currently at 1.6%, the staff will purchase a \$5 million block. However, the current gap between 2-year treasury notes (1.6%) and LAIF rates (2.04%) is too great a distance to buy yet. When this difference is 20 basis points (100 basis points equals 1%), staff will review investment options and probably purchase a Treasury note.

ANALYSIS:

The attached investment reports include the City of Marina's and the City of Marina as Successor Agency to the Marina Redevelopment Agency's reports ("EXHIBIT A"). These include unreconciled balances of City and Successor Agency investments held by financial institutions as reported on their monthly statements.

FISCAL IMPACT:

Investing the City's cash in a safe manner can yield significant interest earnings for the City.

CONCLUSION:

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

Lily Suarez
Account Technician
City of Marina

Eric Frost
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

EXHIBIT A

To:	Honorable Mayor and City Council Members
From:	Lily Suarez, Accounting Technician
RE:	Investment Report Month Ended December 31, 2019
INVESTMENT SUMMARY:	
	<u>Market Value</u>
Imprest Cash	\$ 5,900
Checking/Savings Account/Certificate of Deposit	\$ 6,561,364
Local Agency Investment Fund	\$ 14,375,038
Paying Agent	\$ 1,289,219
US Custodial Account	\$ 20,489,170
	\$ 42,720,690
	Cash not earning interest \$ 6,567,264
	Non earning cash as a percentage of total cash 15%
I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City of Marina's anticipated expenditure requirements for the next six (6) months. (California Government Code Section 53646)	
<i>Eric Frost</i>	
Eric Frost, Finance Director	
<i>Lily Suarez</i>	
Lily Suarez, Accounting Technician	

CITY OF MARINA											
INVESTMENT AND EARNINGS REPORT											
MONTH ENDED December 31, 2019											
				Purchase							
INSTITUTION				Date	Maturity	Coupon	Rate (%)	Face	Book Value	Market Value	Gain/(Loss)
Petty Cash					N/A	NA	0.00%	5,900.00	5,900.00	5,900.00	0.00
Rabobank- Accounts closed in Oct 2019											
Revolving Loan - NoteWorld				73096112	N/A	N/A	NA	0.00%	0.00	0.00	0.00
Checking Account*				73096032	N/A	Sweep	NA	0.00%	0.00	0.00	0.00
Total-Rabobank								0.00	0.00	0.00	0
Chase											
Checking				273582905	Sweep	NA	0.00%	6,561,363.71	6,561,363.71	6,561,363.71	0
Local Agency Investment Fund (LAIF)				98-27-509		NA	NA	2.04%	14,375,038.01	14,375,038.01	14,375,038.01
US Bank (Custodian)				244667000		N/A		0.00%	308,820	308,820	308,820
US Treasury Note				12/14/2018	6/30/2020	2.50%	2.76%	5,000,000	4,980,420	5,021,100	40,680
US Treasury Note				11/16/2018	11/30/2020	2.00%	2.83%	5,000,000	4,918,100	5,016,200	98,100
US Treasury Note				3/22/2019	2/28/2021	2.50%	2.45%	5,000,000	5,005,078	5,048,850	43,772
US Treasury Note				8/6/2019	8/15/2021	2.75%	1.60%	5,000,000	5,113,640	5,094,200	-19,440
Total-US Bank								20,308,820	20,326,058	20,489,170	182,552
Paying Agent - Union Bank or Wells Fargo											
Marina Abrams B 2006 Fund 72				6711797700-07	Sweep	Sweep	NA	variable	220,388.23	220,388.23	220,388.23
Marina Abrams B 2006 Fund 57				6711797711-14	Sweep	Sweep	NA	variable	3.11	3.11	3.11
2015 GO Refunding				6712129601	Sweep	Sweep	NA	variable	1.00	1.00	1.00
2018 Series A&B Bonds				6712220800-17	Sweep	Sweep	NA	variable	1,068,826.47	1,068,826.47	1,068,826.47
Pension Obligation Bonds				22264700-701	Sweep	Sweep	NA	variable	0.00	0.00	0.00
Total Trustee Accounts									1,289,218.81	1,289,218.81	1,289,218.81
TOTAL									42,540,340.26	42,557,578.26	42,720,690.26

CITY OF MARINA AS SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY										
INVESTMENT AND EARNINGS REPORT										
MONTH ENDED December 31, 2019										
INSTITUTION										
			Purchase Date	Maturity	Coupon	Rate (%)	Face	Book Value	Market Value	Gain/(Loss)
Local Agency Investment Fund (LAIF)		65-27-003	N/A	N/A	NA	2.04%	3,247,818.69	3,247,818.69	3,247,818.69	0.00
Chase										
	Checking	273582921	N/A	Sweep	NA	0.00%	34,655.85	34,655.85	34,655.85	0
TOTAL							3,282,474.54	3,282,474.54	3,282,474.54	0.00

ORDINANCE NO. 2020 -

AN ORDINANCE ADOPTING CHAPTER 2.54 OF THE MARINA MUNICIPAL CODE
ENTITLED "CAMPAIGN FINANCE."

-oOo-

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

1. Chapter 2.54 Adopted. Chapter 2.545 of the Marina Municipal Code, entitled
"Campaign Finance" is hereby adopted as set forth on the attached seventeen (17) pages, marked
Exhibit "A," and incorporated herein by this reference thereto.

2. Effective Date. This ordinance shall be in full force and effect 30 days after its
final passage and adoption.

3. Severability. If any portion of this ordinance is found to be
unconstitutional or invalid the City Council hereby declares that it would have enacted
the remainder of this Ordinance regardless of the absence of any such invalid part.

4. Posting of Ordinance. Within fifteen (15) days after the passage of this
ordinance, the City Clerk shall cause it to be posted in the three (3) public places designated by
resolution of the City Council.

The foregoing ordinance was introduced at a regular meeting of the City Council of the
City of Marina duly held on December 17, 2019, and was passed and adopted at a regular
meeting duly held on January 22, 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

Exhibit A
Chapter 2.54
Campaign Finance

Sections

2.54.010	Short Title
2.54.020	Purpose
2.54.030	Definitions
2.54.040	Candidate and Committee Tenure
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2.54.010 Short Title

This Chapter may be referred to as the Marina Campaign Finance Ordinance

2.54.020 Purpose

It is the purpose and intent of the City Council of the City of Marina in enacting this division is to (i) ensure transparency regarding the financing of campaigns for municipal office and (ii) avoid the corruption or the appearance of corruption brought about when Candidates for elective municipal office accept large campaign contributions.

2.54.030 Definitions

Unless otherwise defined in this section, or the contrary is stated or clearly appears from the context, the definitions of the Political Reform Act of 1974 (Government Code sections 81000 et seq.) and the definitions contained in the regulations adopted by the Fair Political Practices Commission shall govern the interpretation of this division.

(a). 'Campaign Literature' means any printed communication that is authorized and paid for by a Candidate or Committee for the purpose of supporting or opposing one or more Candidates, including, but not limited to, mailers, flyers, pamphlets, door hangers, walking cards, posters, yard signs, billboards, business cards, campaign buttons 5 inches in diameter or larger, and bumper stickers 30 square inches or larger, regardless of whether distributed through the mail, by campaign workers, or any other means. Campaign Literature does not include pens, pencils, or other similarly small promotional items on which the disclosures required by this Chapter cannot reasonably be printed or displayed in an easily legible typeface; wearing apparel; skywriting; communication from an organization to its members; or any web-based or Internet-based communication.

- (b). 'Candidate' means any individual who:
- (1) is listed on the ballot for a Municipal Office; or
 - (2) has requested and been issued nomination papers for a Municipal Office; or
 - (3) has received a Contribution or made an Expenditure or authorized another person to receive a Contribution or make an Expenditure with the intent to bring about his or her nomination for or election to any Municipal Office.
- (c). 'City' means the City of Marina.
- (d). 'City Clerk' means the City Clerk of the City of Marina.
- (e). 'Committee' means any person acting singly, or any combination of two or more persons acting jointly, who, within a single calendar year, on behalf of or in opposition to one or more Candidates, (i) raises \$200.00 or more or (ii) makes Independent Expenditures of \$200.00 or more.
- (f). 'Contribution' has the same meaning as that term is defined in California Government Code section 82015 and is subject to the inclusions and exceptions contained in title 2, section 18215 of the California Code of Regulations, except as modified by the following provisions. In the event of any conflict between the state law definition and the following provisions, the following provisions shall control:
- (1) Contribution includes any forgiveness of a debt or other obligation to pay for goods or services rendered, or reduction of the amount of a debt or other obligation to pay for goods or services rendered, unless it is clear from the circumstances that the amount of the reduction was reasonably based on a good faith dispute. A good faith dispute shall be presumed if the Candidate or Committee produces:
 - (A) evidence that the Candidate or Committee protested the payment of a bill no later than 30 calendar days after the last calendar day of the month in which the goods were delivered or the services were rendered; and
 - (B) evidence that the protest was based on the quality or quantity of goods delivered or services rendered.
 - (2) Contribution does not include an Independent Expenditure.
 - (3) Contribution does not include a payment made for Member Communications.
- (g). 'Controlled Committee' means any Committee controlled directly or indirectly by a Candidate or that acts jointly with a Candidate or Controlled Committee in connection with the making of Expenditures. A Candidate controls a Committee if the Candidate, the Candidate's agent or any other Committee controlled by the Candidate has a significant influence on the actions or decisions of the Committee.
- (h). 'Electronic Media Communication' means any electronic mass media communication that is authorized and paid for by a Candidate or Committee for the purpose of supporting or opposing one or more City Candidates or City measures, including, but not limited to, television

advertisements; radio advertisements; and video, audio, and written advertisements disseminated over the Internet. Electronic media communications do not include email communications sent to less than 40 recipients; text messages sent to less than 40 recipients; social media posts; or websites under the control of a Candidate or Committee.

(i). ‘Enforcement Authority’ means the City Attorney, or his or her designee.

(j). ‘Expenditure’ means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment, unless it is clear from the circumstances that it is not made for political purposes. An Expenditure is made on the date the payment is made or on the date consideration, if any, is received, whichever is earlier. An Expenditure does not include a payment for Member Communications, nor does it include costs incurred for communications advocating the nomination, election, or defeat of a Candidate by a federally regulated broadcast outlet or by a regularly published newspaper, magazine, or periodical of general circulation that routinely carries news, articles, or commentary of general interest.

(k). ‘General Purpose Recipient Committee’ means any Committee that receives contributions totaling \$200.00 or more during a calendar year to support or oppose more than one Candidate or measure, and is intended to be consistent with the definition of “general purpose committee” set forth in California Government Code section 82027.5.

(l). ‘Independent Expenditure’ means any Expenditure made by any Person in connection with a communication that expressly advocates the nomination, election, or defeat of a clearly identified Candidate. An Expenditure that is made to or at the behest of a Candidate or a Controlled Committee is not an Independent Expenditure.

(m). ‘Independent Expenditure Committee’ means any Person who makes Independent Expenditures totaling \$200.00 or more within a single calendar year without also receiving Contributions of \$200.00 or more within a single calendar year.

(n). ‘Member Communication’ means a communication directed solely to members, employees, or shareholders, or families of members, employees, or shareholders of an organization, including a communication to members of any political party, for the purpose of supporting or opposing one or more Candidates for elective City office. Member communications do not include communications made by an organization for general public advertising such as broadcasting, billboards, and newspaper advertisements, or for communications to persons who are not members, employees, or shareholders, or families of members, employees, or shareholders of the organization. The meaning of member communication is intended to be consistent with the definitions contained in California Government Code section 85312 and title 2, section 18531.7 of the California Code of Regulations. Any amendments made to these authorities shall be deemed to be an amendment to the language of this definition.

(o). ‘Municipal Office’ means Mayor of the City of Marina or Member of the City Council of the City of Marina.

(p). ‘Payment’ means any payment, reimbursement, distribution, transfer, loan, advance, deposit, gift, or other rendering of money, property, services or any other thing of value, whether tangible or intangible

- (q). 'Person' means any individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, association, Committee, labor union, or any other organization or group of persons acting in concert.
- (r). 'Political Purpose' means the purpose of influencing or attempting to influence the action of the voters for or against the election of any Candidate.
- (s). 'Primarily Formed Recipient Committee' means any Committee that receives Contributions totaling \$200.00 or more during a calendar year primarily to support or oppose one or more City Candidates being voted on in the same election and is intended to be consistent with the definition of "primarily formed committee" set forth in California Government Code section 82047.5.
- (t). 'Recipient Committee' means a Committee that raises \$200.00 or more on behalf of or in opposition to one or more Candidates
- (u). 'Sponsor' of a Committee means any Person, except a Candidate or other individual, to whom any of the following applies:
- (1) The Committee receives 80 percent or more of its contributions either from the Person or from the Person's members, officers, employees or shareholders;
 - (2) The Person provides all or nearly all of the administrative services for the Committee; or
 - (3) The Person sets, alone or in combination with other organizations, the policies for soliciting contributions or making expenditures of Committee funds.
- (v). "Sponsored Committee" means a Committee, other than a Controlled Committee, which has one or more Sponsors.
- (w). 'Telephone Communication' mean any live or recorded telephone calls made to forty or more phone numbers that are authorized or paid for by a Candidate or Committee for the purpose of supporting or opposing one or more Candidates.
- (x). 'Treasurer' means the individual designated to perform the duties of Treasurer pursuant to Section 2.54.050 of this Chapter.
- (y). 'Vendor' means any Person who delivers goods or renders services to a Candidate or Committee, unless it is clear from the circumstances that they were not made for Political Purposes.

2.54.040 Candidate and Committee Tenure

- (a) For purposes of this Chapter, any individual who is a Candidate retains the status of Candidate until that status is terminated pursuant to California Government Code section 84214
- (b) For purposes of this Chapter, any Committee retains the status of Committee until that status is terminated pursuant to California Government Code section 84214.

2.54.050 Duty to Have a Campaign Treasurer

Every Candidate and every Committee that receives Contributions shall have a Treasurer. A Candidate may designate himself or herself as Treasurer. A Committee may designate an assistant treasurer to perform the duties and responsibilities of the Treasurer in the event of a temporary vacancy in the office of the Treasurer or in the event the Treasurer is unavailable. Only an individual may be designated as a Treasurer or assistant Treasurer.

2.54.060 Authority of Treasurer

It is unlawful for any Expenditure to be made by or on behalf of a Recipient Committee without the express authorization of the Treasurer. It is unlawful for any Contribution to be accepted by a Recipient Committee or any Expenditure to be made on behalf of a Recipient Committee at a time when the office of Treasurer is vacant and there is no assistant treasurer acting as Treasurer.

2.54.070 Campaign Contribution Checking Account

(a) Every Controlled Committee that accepts Contributions and every Primarily Formed Recipient Committee shall establish one campaign checking account at a bank or other financial institution with an office or branch in the state of California.

(b) Upon opening of an account, the name of the bank or other financial institution and account number thereof shall be filed with the City Clerk on the same forms and in the time and manner required by California Government Code sections 81000 et seq.

(c) All contributions of money or checks, or anything of value converted by such Committee to money or a check, shall be placed in the Committee's checking account.

(d) The Committee shall return a Contribution to the donor if the Committee is not in possession of all donor information required by title 2, section 18401 of the California Code of Regulations by the earlier of:

- (1) the 30th calendar day following Committee's receipt of the Contribution; or,
- (2) the filing of the campaign statement or contribution report covering the reporting period in which the contribution was received.

If the contribution is not returned to the donor within the applicable timeframe identified above, the amount of the contribution shall be paid from campaign funds and delivered to the City Clerk within that timeframe. If a donor fails to cash a returned check within 30 calendar days of the check being sent, the amount of the contribution shall be paid from campaign funds and delivered to the City Clerk within an additional 30 calendar days. Payments delivered to the City Clerk shall be made payable to the City of Marina for deposit in the General Fund of the City.

2.54.080 Lawful Use of Campaign Funds by a Committee

Uses of campaign funds held by any Committee formed in accordance with this division shall be governed by title 9 of the California Government Code and title 2, division 6 of the California Code of Regulations. It is unlawful to use campaign funds in any manner that would violate these provisions of California law.

2.54.090 Disbursement

It is unlawful for any funds to be disbursed from a Controlled Committee's campaign contribution checking account unless such disbursement is done by check signed by the Candidate, the Candidate's Campaign Treasurer (or his or her assistant Treasurer), or other designated agent of the Campaign Treasurer.

2.54.100 Petty Cash

A petty cash fund may be established for each Controlled Committee bank account under the following conditions:

- (a) No more than \$100 may be held in the petty cash fund at any one time.
- (b) No Expenditure that totals \$100 or more may be made from the fund.
- (c) Expenditures from a petty cash fund are deemed to be Expenditures from the campaign bank account.

2.54.110 Liquidation of Accounts

In the event that payment has been made for all goods and services furnished in connection with the campaign of a Candidate, a Controlled Committee checking account may be liquidated by paying the remaining balance in the checking account in any lawful manner pursuant to section 2.54.120 of this Chapter.

2.54.120 Surplus Campaign Funds

- (a) Upon the 90th day following the end of the post-election reporting period following an election, campaign funds under the control of a Candidate shall be considered surplus campaign funds.
- (b) Surplus campaign funds shall be used only for the following purposes:
 - (1) To pay outstanding campaign debts, as long as any vendor debts are paid within the 90-day period set forth in section 2.54.270;
 - (2) To make a donation to any bona fide charitable, educational, civic, religious, or similar tax-exempt, nonprofit organization, where no substantial part of the proceeds will have a material financial effect on the Candidate, any member of his or her immediate family, or his or her campaign treasurer; and
 - (3) To pay for professional services reasonably required by the Candidate or Committee to assist in the performance of the Committee's administrative functions, including payment for attorney's fees or other costs associated with litigation, investigations, or proceedings that arises directly out of a Candidate's campaign activities or his or her status as a Candidate, including, but not limited to, an action to enjoin defamation, defense of an action brought for a violation of state or local campaign, disclosure, or election laws, and an action from an election contest or recount.
- (c) This provision shall not apply to any monetary balance existing in a campaign committee's account on the date of enactment of this Ordinance.

2.54.130 Accounting and Recordkeeping

- (a) In addition to any other requirements of this division, every Candidate or Committee that accepts Contributions shall maintain records in accordance with the requirements of title 2, section 18401 of the California Code of Regulations.
- (b) The records required shall be kept by the Candidate or Committee Treasurer for a period of four years following the date that the campaign statement to which they relate is filed.
- (c) Each Candidate and Committee shall deliver, on demand, to any public officer having authority to enforce this Chapter, a written authorization permitting the officer to have access to all records pertaining to the campaign contribution checking account.
- (d) Each Candidate and Committee shall, on demand, make available to the Enforcement Authority all records required by this Chapter to be maintained by the Candidate or Committee.

2.54.140 Loans

- (a) It is unlawful for any Candidate, regardless of whether her or she has accepted the Voluntary Expenditure Limit, to personally make outstanding loans to his or her campaign or Controlled Committee that total more than the greater of \$5,500.00 or 25% of the Voluntary Expenditure Limit.
- (b) Nothing in this section shall prohibit a Candidate from making unlimited contributions to his or her own campaign.
- (c) It is unlawful for any Candidate who makes a loan to his or her Committee from his or her personal funds to charge interest on that loan. The limits on loans imposed by this section apply to loans and lines of credit obtained from a bank or similar financial institution, but do not apply to debt incurred through the use of a credit card account established by a Candidate and paid from the Candidate's campaign bank account.
- (d) Every Candidate and Committee shall disclose loans in the same time and manner required by California Government Code sections 84211, 84216, and 84216.5.

2.54.150 Municipal Filings

Each Candidate and Committee shall file campaign statements in the time and manner required by California Government Code sections 81000 et seq. and title 2 of the California Code of Regulations with the following additional requirements:

- (a) Every Candidate and Controlled Committee for elective City office that has pre-election filing obligations with the City Clerk pursuant to California Government Code section 84200.5 shall, on the Friday before the election, disclose on a Fair Political Practices Commission Form 497 filed with the City Clerk all previously undisclosed contributions of \$100 or more received after the closing date of its most recent Fair Political Practices Commission Form 460.
 - (1) The Form 497 shall have a closing date of the Wednesday before the election and shall cover all contributions received through that day.
 - (2) The Form 497, shall be filed using a shipping service with delivery guaranteed by the Monday before the election or by personal delivery.

(b) Sponsors and Sponsored Committees participating in City elections are subject to the reporting obligations set forth in title 2, section 18419 of the California Code of Regulations.

(c) It is unlawful to fail to comply with the disclosure requirements of California Government Code sections 81000 et seq., the disclosure requirements of title 2 of the California Code of Regulations, and the additional requirements of this section.

2.54.160 Contribution Limits

(a) It is unlawful for an individual to make, or for a Candidate or Controlled Committee to solicit or accept a contribution that would cause the total amount contributed by that individual to the Candidate and the Candidate's Controlled Committee to exceed \$200.00 for any single election for a Municipal Office.

(b) Nothing in this section is intended to limit the amount of his or her own money or property that a Candidate may contribute to, or expend on behalf of, the Candidate's own campaign.

(c) The contribution limits imposed by this section do not apply to contributions made to a General Purpose Recipient Committee or a Primarily Formed Recipient Committee.

(d) The dollar amounts set forth in this section are subject to changes in the Consumer Price Index as described in section 2.54.170 of the Chapter.

2.54.170 Inflation Adjustment

(a) Any dollar amount set forth in this Chapter shall be adjusted on a biennial basis in accordance with this section. The first adjustment shall occur in 2021

(b) The City Clerk shall adjust the dollar amounts to reflect any changes in the Consumer Price Index for the San Francisco Bay Area for the two-year period ending December 31 of the previous year (except for the adjustment in 2021, which shall reflect index changes during 2020 only). Adjustments shall be rounded to the nearest one dollar.

(c) The City Clerk shall publish a public notice of any adjustments by June 1, or as soon as practicable following the Bureau of Labor Statistics release of the applicable Consumer Price Index data.

(d) Contribution limits adjusted in accordance with this section shall go into effect immediately upon the release of the City Clerk's public notice of the adjustment.

(e) Notwithstanding subsection (d), adjustments to contribution limits shall be effective only with regard to elections held in subsequent calendar years, and shall not be construed to raise the contribution limits applicable to past elections or to special elections held in the same calendar year that the limits are adjusted.

2.54.180 Time Limit on Contributions

(a) It is unlawful for any Candidate or Controlled Committee to solicit or accept contributions prior to January 1 of the year of the election for the Municipal Office sought.

(b) It is unlawful for any Candidate or Controlled Committee to solicit or accept, after the date of an election, a contribution that exceeds the net debts outstanding from the election. As used in this section, the term “net debts outstanding” has the same meaning as that set forth in title 2, section 18531.61 of the California Code of Regulations.

(c) Contributions received after the date of an election shall reduce the total amount of net debts outstanding.

(c) Notwithstanding subsection (b), it is unlawful for any Candidate or Controlled Committee seeking elective City office to solicit or accept a contribution more than 90 days after the date of an election.

(d) The restrictions set forth in this section do not apply to contributions made by a Candidate to his or her Controlled Committee.

(e) The restrictions on accepting contributions imposed by subsection (a) do not apply to contributions for special elections.

2.54.190 Family Contributions

(a) Contributions by a husband and wife shall not be aggregated.

(b) A contribution made by a child under 18 years of age is presumed to be a contribution from the parent or guardian of the child.

2.54.200 Anonymous Contributions Prohibited

It is unlawful for any Candidate or Committee to use more than \$200.00 in total anonymous contributions with respect to a single election. To the extent that a Candidate or Committee accepts anonymous contributions in excess of \$200.00, the excess shall be paid promptly, from available campaign funds, if any, to the City Clerk and made payable to the City of Marina for deposit in the General Fund of the City.

2.54.210 Prohibition on Contributions in the Name of Another Person

(a) It is unlawful for any Person to make directly or indirectly a Contribution in a name other than the name by which that Person is identified for legal purposes.

(b) It is unlawful for any Person to make directly or indirectly a Contribution in the name of another Person.

(c) It is unlawful for any Person to make directly or indirectly a contribution in his or her or its name of:

(1) anything belonging to another Person; or

(2) anything received from another Person on the condition that it be used as a Contribution.

(d) When it is discovered by the campaign Treasurer that a Contribution has been received and deposited in violation of this section, the campaign Treasurer shall pay promptly from available campaign funds, if any, the amount received in violation of this section. That amount

shall be delivered to the City Clerk and made payable to the City of Marina for deposit in the General Fund of the City.

2.54.220 Intermediaries

- (a) No Person shall make a Contribution on behalf of another, or while acting as the intermediary or agent of another, without disclosing to the recipient of the Contribution both his or her own full name and street address, occupation, and the name of his or her employer, if any, or his or her principal place of business if he or she is self-employed, and the full name and street address, occupation, and the name of employer, if any, or principal place of business if self-employed, of the other person.
- (b) A person is considered an “intermediary” for a contribution if any of the following apply:
 - (1) The recipient of the contribution would consider the person to be the contributor without the disclosure of the identity of the true source of the contribution or
 - (2) The Person is an intermediary pursuant to title 2, section 18419 of the California Code of Regulations.
- (c) The recipient of the Contribution shall include in his or her campaign statement the full name and street address, occupation, and the name of the employer, if any, or the principal place of business if self-employed, of both the intermediary and the contributor.

2.54.230 Solicitation of City Employees

- (a) It is unlawful for a Candidate or a Controlled Committee to solicit, directly or indirectly, a Contribution from a City employee with knowledge that the person from whom the contribution is solicited is a City employee.
- (b) This section shall not prohibit a Candidate or a Controlled Committee from soliciting contributions from City employees if the solicitation is part of a solicitation made to a significant segment of the public that may include City employees, and the solicitation does not otherwise violate the provisions of this Chapter.
- (c) Nothing in this section prohibits a City employee from making a contribution to a Candidate, and nothing in this section prohibits a Candidate from accepting a contribution from a City employee.
- (d) As used in this section, the term “City employee” means any employee of the City of Marina, other than the holder of a Municipal Office.

2.54.240 Prohibition on Contributions from Organizations

- (a) It is unlawful for a Candidate or Controlled Committee, or any Treasurer thereof, or any other person acting on behalf of any Candidate or Controlled Committee, to solicit or accept a Contribution from any Person other than an individual.
- (b) It is unlawful for a Person other than an individual to make a Contribution to a Candidate or Controlled Committee.

2.54.250 Prohibition on Contributions from Organization Bank Accounts

- (a) It is unlawful for any individual to make a Contribution to a Candidate or Controlled Committee drawn against a checking account or credit card account unless such account belongs to one or more individuals in their individual capacity.
- (b) It is unlawful for any Candidate or Controlled Committee to accept a Contribution unless it is drawn against a checking account or credit card account belonging to one or more individuals in their individual capacity.

2.54.260 Impermissible Contributions

- (a) If a Candidate, Committee, or Committee Treasurer is offered a Contribution, the acceptance of which would constitute a violation of this Chapter, the Candidate, Committee, or Committee Treasurer shall refuse the offer.
- (b) Except as set forth in Sections 2.54.210 of this Chapter, if a Candidate, Committee, or Committee Treasurer receives a monetary Contribution, the acceptance of which would constitute a violation of this Chapter, neither the Candidate, Committee, nor Committee Treasurer shall be subject to any penalty for receipt of that contribution if the Candidate, Committee, or Committee Treasurer either:
 - (1) does not deposit the Contribution into the campaign contribution checking account; or
 - (2) deposits the Contribution into the campaign contribution checking account, but returns the Contribution to the contributor within ten calendar days of the deposit or before the filing deadline for the reporting period in which the Contribution was received, whichever occurs first.
- (c) Except as set forth in subsection (b) of this section and in section 2.54.210 of this Chapter, if a Candidate, Committee, or Committee Treasurer deposits into the campaign contribution checking account a monetary contribution, the acceptance of which constitutes a violation of this Chapter, the Candidate, Committee, or Committee Treasurer shall within ten calendar days of the date of the Candidate's, Committee's, or Committee Treasurer's discovery of the violation provide in writing to the City Clerk all facts pertaining to the contribution, including but not limited to: (1) a copy of any check(s), draft(s), or other instrument(s) by which the contribution was made; and (2) if made in cash, a report of the amount and denominations of currency tendered and a legible photocopy of the bank deposit slip; and (3) if by wire or other electronic fund transfer, a legible printout or photocopy of the transaction; and (4) a report of the means of tender, delivery, or confirmation of the contribution (e.g. U.S. Postal Service or private mail, courier service, in person); and (5) a report of the full name and street address of the contributor.
- (d) The Candidate or Committee treasurer shall promptly deliver from available funds, if any, an amount equal to any monetary contribution constituting a violation of this division that has been deposited into the campaign contribution checking account. Such payment shall be made by check payable to the City of Marina and delivered to the City Clerk. Any such check shall be deposited into the City's General Fund.

2.54.270 Vendor Credit

- (a) Vendors may extend credit to Candidates and their Controlled Committees in the ordinary course of business in the same manner they extend it to persons for other than Political Purposes.
- (b) A Candidate or Controlled Committee for elective City office that accepts goods or services for Political Purposes on credit under subsection (a), shall pay for those goods or services in full no later than 90 calendar days after the date of the election for which the goods or services were provided.
- (c) The provisions of subsection (b) do not apply to debt owed to a financial institution for an outstanding credit card balance.
- (d) A Candidate or Committee Treasurer violates this Chapter whenever the Candidate or Committee Treasurer fails to make payment in full for goods or services within the time periods set forth herein. Each and every calendar day any obligation remains partially or wholly unpaid after the time periods set forth in this ordinance constitutes a separate violation.

2.54.280 Suppliers of Goods and Services

It is unlawful for any Person who supplies goods or services to a Candidate or Committee for use in connection with the campaign of any Candidate for elective City to knowingly refuse to divulge or disclose, to the Enforcement Authority, upon its request, that Person's record of any Expenditures made by the Candidate or Committee as payment for such goods or services.

2.54.290 Disclosure on Campaign Advertisements

- (a) When a Candidate or Controlled Committee is not required to make a "paid for by" advertising disclosure under state law, the Candidate or Committee shall make such a disclosure as would be required if the advertisement was an Independent Expenditure.
- (b) Nothing in this section relieves any Candidate or Committee or any other person from its obligation to comply with the advertising disclosure requirements included in state law.

2.54.300 Campaign Advertisement Recordkeeping

- (a) Every Candidate or Committee paying for campaign advertisements supporting or opposing one or more Candidates shall maintain records in accordance with the following requirements:
 - (1) for Campaign Literature, records that identify the date(s) of dissemination, the number of pieces disseminated, and the method of dissemination, as well as an original sample of each item of campaign literature disseminated by the Candidate or Committee, except that an advertising proof or comparable image of the item in printed or electronic format will comply with this requirement when the size of the item makes maintaining an original sample impracticable;
 - (2) for Telephone Communications, records that identify the date(s) the telephone calls were made and the number of calls made, as well as a transcript of the messages communicated and a copy of any recorded messages; and

- (3) for Electronic Media Communications, newspapers, magazines, and periodicals, records that identify the publication or website or media outlet where the advertisement appeared, the date(s) the advertisements appeared, the content and size of the requisite “paid for by” disclosure, as well as an advertising proof or comparable image or recording of the advertisement in printed or electronic format.

(b) The records required by this section shall be kept by the Candidate or Committee for a period of two years following the date of the election to which they relate.

2.54.310 Use of Candidate’s Campaign Materials

(a) Any Committee that makes a payment for distributing or disseminating an advertisement that duplicates, reproduces, or republishes a Candidate’s campaign materials, in whole or in part, has made a contribution to the Candidate for purposes of the contribution limits and source prohibitions set forth in this Chapter.

(b) The “making” of a Contribution to a Candidate under subsection (a) does not mean that the Candidate has “accepted” or “received” Contribution for purposes of Contribution limits or Source Prohibitions. Accordingly, nothing in this section imposes any liability on a Candidate whose campaign materials were duplicated, reproduced, or republished.

(c) This section applies to a Committee’s advertisement that uses materials created, prepared, or obtained by the Candidate or the Candidate’s Controlled Committee for campaign purposes, including, but not limited to, mailers; flyers; pamphlets; door hangers; walking cards; posters; yard signs; billboards; banners and large signs; business cards; campaign buttons; bumper stickers; newspaper, magazine, television, radio, and Internet advertisements; photographs; audio recordings; and videos, regardless of whether such materials were accessible to members of the public on the Internet or through other means not requiring coordination with the Candidate or the Candidate’s Controlled Committee.

(d) This section does not apply to:

- (1) any written words, phrases, or sentences contained in a Candidate’s campaign materials;
- (2) any statements made by a Candidate while delivering a speech or speaking at a debate, forum, or similar public event and contained in an advertisement that does not use an audio or video recording made by the Candidate or the Candidate’s Controlled Committee;
- (3) the duplication of photographs of the Candidate;
- (4) an advertisement that clearly advocates the defeat of the Candidate
- (5) Member Communications; or,
- (6) instances in which a payment was “made at the behest” of a Candidate, as that term is defined in title 2, section 18225.7 of the California Code of Regulations. Such a payment is a contribution regardless of whether any campaign materials were duplicated, reproduced, or republished.

(e) Nothing in this section imposes on any Candidate or Committee any filing obligations in addition to those set forth in California Government Code sections 81000 et seq. and title 2 of the California Code of Regulations.

2.54.320 Major Funding of Primarily Formed Recipient Committee

(a) Every Primarily Formed Recipient Committee shall notify the City of Marina within three business days of receiving Contributions cumulatively totaling more than \$200.00 from a single Contributor. The notice shall be sent by email to the address designated for this purpose by the City Clerk and shall include:

- (1) the Committee's full name and identification number;
- (2) the Contributor's name; and
- (3) if the Contributor is a Primarily Formed Recipient Committee or a General Purpose Recipient Committee, the Contributor's identification number.

(b) The information provided shall be a public record.

(c) The aggregation rules of California Government Code section 85311 and any implementing regulations adopted by the California Fair Political Practices Commission shall apply for purposes of identifying the Committee's contributors.

2.54.330 Voluntary Expenditure Limit

(a) At the time he or she files his or her nominating papers with the City Clerk, each Candidate shall file with the City Clerk a statement of his or her acceptance or rejection of the voluntary Expenditure limit set forth in this Chapter.

(b) The Voluntary Expenditure Limit shall be calculated by multiplying the Limit Rate by the number of voters registered for the most recent municipal general election.

(c) The Limit Rate shall initially be \$2.00 and shall be adjusted for inflation as set forth in section 2.54.170 of the Chapter, except that the adjusted rate shall be rounded to the nearest cent.

(d) The City Clerk shall post on the City's website a list of Candidates who have accepted the Voluntary Expenditure Limit and those who have rejected the Voluntary Expenditure Limit.

(e) A Candidate who has accepted the Voluntary Expenditure Limit may opt to withdraw his or her acceptance of the Voluntary Expenditure Limit by filing with the City Clerk a statement that he or she is withdrawing his or her acceptance. A person who withdraws acceptance of the limit shall be deemed to have rejected the limit. This right may be exercised no later than the latest of (i) five days after nominations papers are due or (ii) five days after another Candidate for the same Municipal Office has filed a statement pursuant to this subdivision (e). This right may only be exercised if some other Candidate for the same Municipal Office has rejected the Voluntary Expenditure Limit.

2.54.340 Penalties

(a) Any Person who violates any requirement of this Chapter is guilty of a misdemeanor and is subject to the penalties set forth in this code.

(b) In addition to being subject to the penalties otherwise set forth in this code, any Person found guilty of violating sections, or both, shall be required to forfeit the amount received in violation of this division and pay over these funds to the City of Marina for deposit in the City's General Fund.

(c) Any individual convicted in a court of law of a violation of any provision of this Chapter shall be ineligible to hold a City elective office for a period of five years from and after the date of the conviction.

2.54.350 Recall, Initiative and Referenda

Nothing in this Chapter shall be interpreted to apply to recall elections or to elections for other than a Municipal Office.

2.54.360 No Preemption

The requirements of this Chapter are in addition to any requirements set forth in the laws of the State of California. This Chapter is not intended to preempt the application of any generally applicable law of the state.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of January 22, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE
CITY OF MARINA AND THE FORT ORD REUSE AUTHORITY (FORA),
FOR PROJECT MANAGEMENT FOR THE HAZARDOUS MATERIAL
AND BUILDING REMOVAL OF THE CITY OF MARINA'S STOCKADE
AND ANCILLARY BUILDINGS, AND AUTHORIZING CITY MANAGER
TO EXECUTE THE MEMORANDUM OF AGREEMENT ON BEHALF
OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY
CITY ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020- , approving a Memorandum of Agreement between the City of Marina and the Fort Ord Reuse Authority (FORA), for project management for the hazardous material and building removal of the City of Marina's stockade and ancillary buildings; and
2. Authorizing City Manager to execute the Memorandum of Agreement on behalf of the City, subject to final review and approval by City Attorney.

BACKGROUND:

The Fort Ord Reuse Authority (FORA) will sunset on June 30, 2020. As FORA is winding down, they are losing staffing and will not have sufficient project management resources to oversee completion of the hazardous material and building removal of the City of Marina's stockade and ancillary buildings.

ANALYSIS:

The hazardous material and building removal of the City of Marina's stockade and ancillary buildings is an approved funded project by the FORA Board and project management is being done by current FORA staff. The staff member who manages the blight removal projects has recently announced his last day with FORA will be January 17th. With this staff members departure, FORA will not have sufficient project management resources to oversee completion of the project and has requested that the City of Marina fill the role of project management.

As Project Manager the City will be responsible for reviewing and approving invoices submitted by project consultants and contractors. Once Marina staff approves the invoices, they will be transmitted to FORA staff for payment.

The following bids have already been awarded for the project:

Project Management: Harris and Associates - \$126,844

Vista Environmental IH Services: \$170,000

FORA will be soon be awarding a bid for:

Construction: \$1,654,846.05

Additionally, FORA has set aside the following funds for contingency:

FORA Contingency \$68,269.95

Staff is currently working with FORA to develop a Memorandum of Agreement which will specify roles and responsibilities as Project Manager and ensure that liability will continue to be with FORA. Staff is still working with FORA on the MOA and will have it ready prior to the City Council meeting.

City of Marina staff will be meeting with the construction contractor early next week to review the project timeline to make sure it will be completed by June 30, 2020.

Additionally, City staff will be reviewing the bids to get a level of comfort that the project can be completed within the current amount budgeted of \$2,020,000.

Stepping into this role provides the City the ability to actively be involved in the remediation for the property that it owns and will be looking to someday redevelop. The ability to approve/deny payments will also help the City to limit the possibility of overruns as well. Moreover, the Agreement allows for the City to add construction contract work as needed should it be necessary and pay with the contingency budget, if funds are unused.

FISCAL IMPACT:

Approval of the subject Agreement will not create any fiscal impact for the City of Marina. The project has been budgeted at \$2,000,020 based on the bids that were received including contingencies. Any liability associated with the contracts for the removal of the project will continue to be FORA.

CONCLUSION:

The fact that there are not adequate FORA staffing resources remaining to carry out the subject project, it appears necessary for the City to take a role in ensuring the blighted stockade is remediated and removed with the available FORA funding while it is still available.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF MARINA AND THE FORT ORD REUSE AUTHORITY (FORA), FOR PROJECT MANAGEMENT FOR THE HAZARDOUS MATERIAL AND BUILDING REMOVAL OF THE CITY OF MARINA'S STOCKADE AND ANCILLARY BUILDINGS, AND AUTHORIZING CITY MANAGER TO EXECUTE THE MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY

WHEREAS, the Fort Ord Reuse Authority (FORA) will sunset on June 30, 2020; and

WHEREAS, because of its impending closure, FORA staffing is limited and will not have sufficient project management resources to oversee completion of the hazardous material and building removal of the City of Marina's stockade and ancillary buildings; and

WHEREAS, FORA has requested that the City of Marina fill the role of project oversight to ensure completion of this important blight removal project; and

WHEREAS, the terms of the Memorandum of Agreement state that the City will be responsible for reviewing and approving invoices submitted by project consultants and contractors; and

WHEREAS, the project has been budgeted as follows:

- Project Management: Harris and Associates - \$126,844
- Vista Environmental IH Services: \$170,000
- Construction: \$1,654,846.05
- FORA Contingency \$68,269.95

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

1. Adopt Resolution No. 2020- , approving a Memorandum of Agreement between the City of Marina and the Fort Ord Reuse Authority (FORA), for project management for the hazardous material and building removal of the City of Marina's stockade and ancillary buildings; and
2. Authorize City Manager to execute the Memorandum of Agreement on behalf of the City, subject to final review and approval by City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 22ND day of January 2020, 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

November 25, 2019

Item No. **11b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of January 22, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-
APPROVING CITY OF MARINA RECORDS RETENTION POLICY AND
RECORD RETENTION SCHEDULE.**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, City of Marina Records Retention Policy and Record Retention Schedule.

BACKGROUND:

In 1968 the Legislature passed the California Public Records Act (PRA) (Government Code, Section 6250 et seq.) which is modeled after the federal Freedom of Information Act and details what government information is, and is not, available to the public. In general, all records are open to the public except 28 specific exemption categories listed in PRA, Section 6254. The PRA applies to all records, in whatever form, maintained by either state or local public agencies. In addition to this legislation, local government agencies are also responsible to adhere to many other state and federal laws and agency practices governing public records.

A records management program manages the creation, utilization, maintenance, retention, preservation, and disposal of records. Effective Records Management ensures that records are kept only as long as they have some administrative, fiscal, or legal value and ensure that information is available when and where it is needed, in an organized and efficient manner, and in a well-maintained environment. When records no longer fulfill the value for which they were created, they should be destroyed unless they also have some historic or research significance.

The record retention policy outlines the practices that should be followed for an effective records management program for the City of Marina. The following topics are outlined in the Policy;

- Record management expectations, guidelines, definitions and benefits
- Record Management formats including which records fall under the Public Records Act Request
- How to use the Retention Schedule
- Document Destruction Process

ANALYSIS:

Staff's proposal is to adopt the State of California's Secretary of State recommended Record's Retention Policy. This same policy was adopted a couple of years ago by the City of Monterey. The Record Retention Schedule is consistent with a Uniform Functional Filing System. This enables consistent storage of records both electronically and physically and consistent throughout the city departments. Each department no longer has a separate retention schedule that describes all the records in their department, instead records are sorted according to the function of the record. This benefits the staff in many ways, primarily because staff can identify how to locate documents in any division or directory, with minimal training.

The proposed Records Retention Schedule assists the city by establishing the mandatory minimum retention period or the minimum length of time the agency is required to keep a document, what format, if it is a vital record and the citation authority. For many records, departmental preference is the determining factor for the length of disposition (“**EXHIBIT A**”)

The proposed policy and record retention schedule would have the following benefits:

- Helps reduce space and equipment necessary for filling records
- Organizes documents by record series which Increased efficiency in information retrieval
- Determines when records may be transferred to inactive or permanent storage or other format types
- Allows records that are no longer useful to be destroyed legally and not prematurely
- Provides information helpful in developing a vital records protection plan
- Ensures preservation of records with historic value

Addresses how record management adapts to the changing technological environment

FISCAL IMPACT:

None

CONCLUSION:

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

Respectfully submitted,

Eric Frost
Finance Director
City of Marina

Layne P. Long
City Manager
City of Marina

City of Marina

Record Retention Policy

Effective: Sept 17, 2019
Adopted by Resolution No. 2019-



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PROGRAM AUTHORITY

The Records Management program for the City of Marina is based on state and federal laws and agency policies and practices governing public records, including, but not limited to:

California Public Records Act (PRA) of 1968 ([Government Code, Section 6250 et seq.](#))
Government Code, Section 12236

MISSION

A Record Retention Policy and a Record Retention Schedule are key elements in effective records management programs. A properly prepared and approved Policy and Schedule manages the life, care, and disposition of all agency records and is the agency's legal authority to do whatever needs to be done with records and documents entrusted to their care.

A records management program includes the creation, utilization, maintenance, retention, preservation, and disposal of records. Effective Records Management ensures that records are kept only as long as they have some administrative, fiscal, or legal value. When records no longer fulfill the value for which they were created, they should be destroyed unless they also have some historic or research significance.

PROGRAM OBJECTIVES

Records Management's primary concern is the efficient, effective and economical management of information. The guiding principle of Records Management is to ensure that information is available when and where it is needed, in an organized and efficient manner, and in a well-maintained environment. Records Management is more than retention schedules and the disposition of records; records management also encompasses all the record-keeping requirements that allow an organization to establish and maintain control over information flow and administrative operations. Records Management seeks to control and manage records through the entirety of their life cycle, from their creation to their final disposition.

Staff members should realize that an effective records management program is not only cost effective, it will also make their jobs easier. They should also know that records retained beyond their value "just in case" only extend the agency's legal liability in the event of adverse litigation.

Benefits of a Record Retention Policy and Schedule include:

- Helps reduce space and equipment necessary for filling records
- Organizes documents by record series which Increased efficiency in information retrieval
- Determines when records may be transferred to inactive or permanent storage or other format types
- Allows records that are no longer useful to be destroyed legally and not prematurely
- Provides information helpful in developing a vital records protection plan
- Ensures preservation of records with historic value
- Addresses how record management adapts to the changing technological environment.

This program establishes retention practices for records common to all departments. If you have any questions relating to records management or the records retention schedule, please contact the City Clerk at 884-1278

GUIDELINES AND DEFINITIONS

RECORD RETENTION SCHEDULE

The proposed revision of the Records Retention Schedule is based upon a survey of city departments and contains all records produced or maintained by the City. The schedule assists the city by establishing the mandatory minimum retention period or the minimum length of time the agency is required to keep a document, what format, if it is a vital record and the citation authority. For many records, departmental preference is the determining factor for the length of disposition.

DISPOSITION OF RECORDS

Once records have fulfilled their administrative, fiscal, or legal function they should be disposed of as soon as possible in accordance with their Records Retention Schedule. In the event of litigation, the court will want to know what the agency does in the normal course of doing business. The Records Retention Schedule spells out the normal course of business for how our agency handles and disposes of its records.

DISPOSITION DATES

Unless otherwise stated, the retention period for a record is in calendar years from the date of its creation. The retention period applies to the official records, not duplicates made for working or administrative purposes. The department of record is the keeper of the original document and must adhere to the retention disposition timelines.

FINAL DISPOSITION

This phase of the information lifecycle involves two possibilities: destruction or transfer to a records facility for permanent preservation. **Disposition of records should occur routinely and promptly in accordance with the provisions of the Retention Schedule.** If destroying records, it is the department's responsibility to obtain authorization and to complete the Record Destruction Form (included on Page 10) **prior** to proceeding with destruction of records. Record Destruction Forms are permanent documents and are to be filed with the City Clerk's Office.

EXCEPTION: If a request for information has been filed on the records under the Public Records Act, or the records are involved in current or pending litigation, or are subject to an audit, destruction cannot be carried out until all legal action has concluded.

VITAL RECORDS PROTECTION

Vital Records are defined as those essential department records needed to meet operational responsibilities under national or regional emergency disaster conditions.

DEFINITIONS

Definitions from the Secretary of State - 2-1030

- Active Records – As a measure of activity for records that are referred to at least once a month per cubic foot of records. Also – As a retention period for a Perpetual Record that remains “active” until some event occurs to change its status, at which time it has fulfilled its function. (See also Perpetual Record)
- Administrative Records – Records commonly found in all offices and typically retained only for short time periods – less than five years. Examples include subject, chronological, budget, and policy files.
- Archival Records - Records with enduring value because they reflect significant historical events, document the history and development of an agency, or provide valuable research data.
- Discovery – The pretrial disclosure of pertinent facts or documents by one or both
- Non-Records - Material not usually included within the definition of records, such as unofficial copies of documents kept only for convenience or reference, working papers, appointment logs, stocks of publications and processed documents, and library or museum material intended solely for reference or exhibition. Also, documents such as rough notes, calculations or drafts assembled or created and used in the preparation or analysis of other documents. (See also Discovery)
- Permanent Records – Records that are required in perpetuity, usually identified by statute or other written guidance. Examples include original birth certificates, death certificates, Spanish land grants, etc.
- Perpetual Records – Records retained for an indefinite period of time and then stored or destroyed after some event takes place. Examples include office personnel files which are kept until a person leaves the office, policy files kept until the policy is changed, contract files kept until the contract terminates, etc.
- Program Records - Records that relate to the primary function of the agency in response to its daily mission. Examples include lien files, recorders files, election files, probate records, medical records, etc.
- Public Records - Any information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.
- Records - All papers, maps, exhibits, magnetic or paper tapes, photographic films and prints, punched cards, and other documents produced, received, owned or used by an agency, regardless of physical form or characteristics.
- Records Retention Schedule - A list of all records produced or maintained by an agency

DRAFT City of Marina Record Retention Policy

and the actions taken with regards to those records. A retention schedule is an agency's legal authority to receive, create, retain, and dispose of official public records. It assists the agency by documenting which records require office or temporary storage, which records have historic or research value, and which records should be destroyed because they no longer have any administrative, fiscal, or legal value. In the event of litigation, courts accept a retention schedule as establishing an agency's "normal course of doing business".

- **Retention Period** – The length of time a record must be retained to fulfill its administrative, fiscal and/or legal function. Then a record should be disposed of as soon as possible in accordance with an approved Records Retention Schedule.

DRAFT City of Marina Record Retention Policy

ABBREVIATIONS

Citation Codes

B&P – California Business and Professions Code
CAC – California Administrative Code
CCP – Code of Civil Procedure
CCR – Code of California Regulations
CEQA – California Environmental Quality Act
CFR – Code of Federal Regulations
DSWVP – Disaster Service Worker Volunteer Program
EC – California Elections Code
EEOC – Equal Employment Opportunity Commission
EVID – California Evidence Code
FC – California Finance Code
FMLA – Family and Medical Leave Act
GC – California Government Code
H&S – California Health and Safety Code
IRS – Internal Revenue Service
LC – California Labor Code
MCH – Maternal and Child Health Service
OES – California Office of Emergency Services
OMB – Federal Office of Management & Budget
OSHA – Occupational Safety and Health Administration
PC – Penal Code
R&T – Revenue and Taxation Code
UFC – Uniform Fire Code
USC – United States Code
VC – California Vehicle Code
WIC – Welfare and Institutions Code

Retention Period Codes

A/E – After Expiration
Au – Audit
C – While Current/Until Completed
P – Permanent
T – Until Termination

Format Codes

D – Database
E – Electronic/Image File
HC – Hard Copy
M – Microfiche/Film
S – Samples

When a record may be retained in multiple formats, (indicated as “HC E” or “E HC”), any format may be chosen with neither format considered to be preferable over the other(s).

Department of Record (DoR) Codes

Admin – Administration/City Clerk
Air – Airport
Bldg. – Building
CA – City Attorney
CM – City Manager
CSO – Community Service Officer
FF – Finance
FD – Fire Department
HR – Human Resources/Risk Management
IT – Information Technology
PD – Police
PL – Planning
PW – Public Works
REC – Recreation Cultural Service

HOW TO USE THE RETENTION SCHEDULE

Records should only be retained as long as they serve the purpose for which it was created. Each record type is listed on the retention schedule with an associated Series Number, Retention Disposition Timeline, Required Format, Department of Record Assignment and Citation Authority authorizing the disposition schedule.

Once the record retention period has passed, the City of Marina's policy is to dispose of the record **routinely and promptly in accordance with the provisions of the Retention Schedule**. Compliance with this schedule will defend agency action. If destroying records, it is the department's responsibility to obtain authorization and to complete the Record Destruction Form **prior** to proceeding with destruction of records. Record Destruction Forms are permanent documents that need to be maintained by the disposing department.

The specified retention period applies regardless of the media of the record: If a record is stored on paper and a computer file on a hard drive, both records should be destroyed (or erased) after the specified period of time has elapsed.

Copies or duplicates of records should never be retained longer than the prescribed period for the original record.

STRUCTURE: CITYWIDE, DEPARTMENTS & DIVISIONS

The Record Retention Schedule was developed in accordance to the Uniform Functional Filing System and assigned series numbers as such. This enables consistent storage of records both electronically and physically and consistently throughout the city departments.

Each department no longer has a separate retention schedule which describes all the records in their department. Records are now sorted according to the function of the record. Only those records that are unique to their department, or for which they are the Office of Record show up in your department section. If a record is not listed in your department retention schedule, it does not mean that you are not the office of record, or that your record is not an official record.

BENEFITS

This retention schedule adopted by Resolution No. 2018-__ will provide the City with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free filing cabinet and office space
- Reduce the cost of records storage
- Eliminate duplication of effort within the City
- Find records faster
- Easier purging of file folders
- Determine what media should be used to store records

DRAFT City of Marina Record Retention Policy

Records must be destroyed only in the ordinary course of business in accordance with the City's policies and procedures, and in full compliance with applicable Federal, State and Municipal laws. For questions or assistance in understanding what a record is and when it is no longer valuable, please contact the City Clerk at 884-1278.

DRAFT City of Marina Record Retention Policy

RECORDS DESTRUCTION FORM - SAMPLE

The records listed below are scheduled to be destroyed, as indicated on:

____ Retention Schedule adopted by City Council

____ Law. Specific Code Section: _____

____ City Council Resolution Number _____

Pursuant to the City's Records Retention Policy and Records Retention Schedule adopted by Resolution **No. 2019-**____ I am recommending that the following records be destroyed:

Type of Records	Dates	Retention Schedule Code
(SAMPLE) Affidavits of Postings	1/1/2010-1/31/2010	201-01

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION:

Employee

Date

Department Head

Date

City Attorney

Date

(Complete after destruction has been performed)

I HEREBY CERTIFY that the items listed above have been destroyed in accordance with City policies and procedures:

Employee

Date

form RM-4

City of Marina
Records Retention/Disposition Schedule

			RETENTION PERIODS			FORMAT	VITAL	DoR	REMARKS	CITATION
			Active	Inactive	Total	See legend on last page				See legend on last page
		COPIES or DUPLICATES of documents for which a department is not the office of record	C	--	C	--	--		It is the policy of the City of Marina that copies distributed to various departments for informational purposes and drafts, notes, or interagency or intra-agency memoranda that are not retained by the public agency in the ordinary course of business may be destroyed by the departments when they are no longer useful for reference	GC 6254(a) (drafts); GC 34090.7 (copies)
100		GENERAL ADMINISTRATION								
101		OFFICE MANAGEMENT & REFERENCE								
101	01	General Information	2	--	2	HC	--	Various		GC 34090
101	02	Correspondence – Chronological Files	C	2	C+2	HC	--	Various	Originating Department (e.g. CC FYO read info, City Manager's Calendars)	GC 34090
101	03	Citywide Policies/Procedures	C	2	C+2	E	--	Various	Note: This does not include area specific policies and procedures. For those see the appropriate function (e.g. 200, 600, 800, etc.). Includes reference materials: such as Help aids, Tutorials, and Software and Hardware Training Manuals	GC 34090
101	04	Consultants	3	--	3	HC	--	Various	Excluding consultant contracts	GC 34090
101	05	Staff Meeting Notes	C	--	C	HC	--	Various	Inter-agency memoranda not retained in the ordinary course of business	GC 6254(a)
101	06	Work Plans	C	2	C+2	HC	--	Various		GC 34090
101	07	In-House Committees	C	3	C+3	HC	--	Various	May be kept for research/historic purposes.	GC 34090
101	08	Departmental Analysis & Reports	5	--	5	HC	--	Various	e.g. reorganization and transformation info, department and division mission statements, vision, drivers, initiatives etc.	GC 34090
101	09	Press Releases and Social Media	C	2	C+2	E	--	Various	Medial releases, posts to official social media accounts) Facebook, Twitter, Instagram, YouTube, Pinterest, Flickr, Nextdoor, etc.)	GC 34090
101	10	General Subject Files	C	2	C+2	HC	--	Various	Internal working files	GC 34090(d)
101	11	Customer Response Management	2	--	2	E HC	--	Various	Correspondence, audio recordings, and staff memos regarding suggestions, complaints, and feedback from community.	GC 34090
101	12	Professional Associations	2	--	2	HC	--	Various	(i.e. IIMC, CCAC, ICMA)	GC34090
101	13	Community Organizations	2	3	5	HC	--	Various	(i.e. Business Associations)	GC 34090
101	14	Community Promotions	2	3	5	HC	--	Various	(i.e. Communications & Outreach info, surveys)	GC 34090
101	15	Publications from Outside Agencies	C	--	C	HC	--	Various	Not in City's control (not a public record)	GC 34090
103		FORMS AND PUBLICATION MANAGEMENT								
103	01	General Information	2	--	2	HC	--	Various		GC 34090

City of Marina
Records Retention/Disposition Schedule

			RETENTION PERIODS			FORMAT	VITAL	DoR	REMARKS	CITATION
			Active	Inactive	Total	See legend on last page				See legend on last page

103	02	Blank Forms	C	2	C+2	E HC	--	Various	Templates/forms are considered preliminary drafts exempt from disclosure	GC 6254(a)
103	03	Mailing Labels	C	--	C	E	--	Various		GC 34090
103	04	Document Templates	C	--	C	E	--	Various	Templates are considered preliminary drafts exempt from disclosure	GC 6254(a)
104		RECORDS MANAGEMENT								
104	01	General Information	2	--	2	HC	--	Various	Damaged records assessment reports, Records disaster recovery worksheets (for records that are recoverable)	GC 34090
104	02	Certificate Destruction	2	P	P	HC	Yes	Various	Authorization to destroy obsolete records, Authorization to destroy unrecoverable damaged records	GC 34090.5
104	03	Retention Schedules	C	4	C+4	E HC	Yes	Admin		GC 34090; CCP 343
104	04	Records Management Policies/Procedures	C	--	C	E HC	Yes	Admin	Keep until suspended	GC 34090
104	05	Municipal Unified Functional Filing System Index	C	--	C	E	Yes	Admin		GC 34090
104	06	Inventory, Records	C	2	C+2	E	Yes	Various	Inventory of inactive records holdings & Location	GC 34090
104	07	Public Records Requests	C	2	C+2	HC	--	CC		GC 34090
105		INFORMATION SYSTEMS								
105	01	General Information	2	--	2	E HC	--	Admin		GC 34090
105	02	Internet, World Wide Web	C	2	C+2	E	--	CM	Management Policies & supporting documentation	GC34090
105	03	Inventory, Information Systems	C	2	C+2	E D HC	Yes	Admin	Hardware/Software Inventory logs, systems manuals	GC34090
105	04	Program Files and Directories	C	--	C	E	Yes	Various	Backup tapes – Not a record	GC34090.7
105	05	Network Information Systems (LAN.WAN)	C	4	C+4	E HC	Yes	CM	Configuration Maps & Plans	GCGC 34090; CCP 337.2; CCP 343
105	06	Intraweb	C	2	C+2	E	--	CM	Internal Communications, management/policies & supporting documentation	GC 34090
105	07	Software Program Management	C	2	C+2	E HC	--	IT		GC 34090
105	08	Application Integrations	C	2	C+2	E HC	--	IT		GC 34090
105	09	Technology – TechRx & Taygeta Information Technology Network Security	C	2	C+2	E HC	--	IT		GC 34090
105	10	Business Process Workflow	C	2	C+2	E HC	--	CM		GC 34090
105	11	City Software Design Documents	C	2	C+2	E HC	--	IR	Includes functional specifications, technical specifications, and user acceptance docs – kept until software is no longer in use.	GC 34090
106		PRINTING & POSTAGE								
106	01	General Information	2	--	2	HC	--	Various		GC 34090

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106	02	Printing/Reproduction	C	2	C+2	HC	--	Various		GC 34090
106	03	Postage/Mailing	C	2	C+2	HC	--	Various		GC 34090
107		TELECOMMUNICATIONS								
107	01	General Information	C	2	C+2	E HC	--	Various	These are not broadcasted files; these are City documents relative to these subjects	GC 34090
107	02	Cable Television	C	2	C+2	E HC	--	Various	These are not broadcasted files; these are City documents relative to these subjects	GC 34090
107	03	Telephone Carriers, Antennae and Telephone Services	C	2	C+2	E HC	--	Various	These are not broadcasted files; these are City documents relative to these subjects	GC 34090
107	04	Public Education and Government Cable Television	C	2	C+2	E HC	--	Various	These are not broadcasted files; these are City documents relative to these subjects	GC 34090
107	05	Institutional Network Services	C	2	C+2	E HC	--	Various	These are not broadcasted files; these are City documents relative to these subjects	GC 34090
107	06	Media Information	C	2	C+2	E HC	--	Various	Media contact information	GC 34090
107	07	Emergency Communications System	C	2	C+2	E HC	--	Various	(e.g. Narrowbanding equipment)	GC 34090
200		COMMUNITY DEVELOPMENT Development Administration								
201	01	General Information	2	--	2	HC	--			GC 34090
201	02	Development Bonds	C	10	C+10	HC	Yes	FF	Housing; Industrial Development GC 43901 requires that list of publications requirements before destroying. All destruction must be approved by city Attorney. A development bond is what a developer posts to insure that required public improvements (roads, curbs, gutters, sidewalks, schools, etc) are built. Bonds insuring Real Property must be retained permanently	GC 34090; GC 43900; CCP 337.5
201	03	Security Bonds	C	2	C+2	HC	Yes	FF	Documentation created and or received in connection with the performance of work/services for the city, or for parcel maps and subdivision work	GC 34090; GC 43900; CCP 337.5
201	04	Development Conditions & Development Agreement Supporting Materials	C	P	P	E	Yes	PL	Mitigation measures; filed with case files. Supporting documents for development agreements filed here; sign development agreement filed under 704	GC 65868.5; CCP 337.15
201	05	Development Standards	C	P	P	HC	--	PL	Landscape mediums, parkway landscape development, public works construction	GC 34090(a)
201	06	Community Development Block Grants (CDBG)	AU	4	AU+4	E	Yes	Various	Applications, reports, supporting documents; actual grant contract filed under 704	24 CFR 570.502(a)(7), 2 CFR 200.333; OMB cirA-102, A110, A-28
201	07	Land Uses, Nonconforming	2	P	P	HC	Yes	PL		GC34090(a)

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201	08	Maps & Plats	2	P	P	E	Yes	Various	Engineering & field notes & profiles; cross-section of roads, streets, right of way maps, bridges; annexations, deannexation, parks, tracts, block, storm drain maps, water easement maps etc.	H&S 19850; GC 34090(a)
201	09	Plans – Regulatory	C	P	P	E	Yes	PL	Master Plans, General Plans & Elements to General Plan, Area Plans, Local Coastal Plans, Land Use Plans, Zoning Ordinance, Zoning Maps, Zoning Text Amendments, Plans, Drawings, Exhibits and Photos	GC 34090(a); GC 65106; GC 50110; H&S 19850
201	13	General Plan Amendments	C	3	C+3	D E HC	Yes	PL	Includes approved and denied	GC 34090(a); GC 65106; GC 50110
201	14	Development Impact Fees	C	P	P	D	Yes	Bldg.		GC 34090(a); CCP 337.15
201	15	Studies, Special Projects & Areas	C	2	C+2	HC	--	Various	Engineering joint powers, noise, traffic impact studies, circulation, archeological artifacts	GC 34090(a)
201	16	Americans with Disabilities Act (ADA) Action	C	2	C+2	HC D	--	Various		GC 34090
202		BUILDING								
202	01	General Information	2	--	2	HC	--	Bldg.		GC 34090
202	02	Building Permits and Plan	5	P	P	E D HC M	Yes	Bldg.	Issued and final permits, plans and associated documents	GC 34090(a); H&S 19850
202	03	Unreinforced Masonry (URM) Plans	5	P	P	D HC	Yes	Bldg.	URM certificates, terminations, and associated files	GC 34090
202	04	Projects in Plan Check	C	2	C+2	D HC	--	Bldg.	Destroy when Plan Check expires	GC 34090
202	05	Projects in Plan Check DRO	1	1	2	D HC	--	Bldg.	Destroy when issued	GC 34090
202	06	Projects in Plan Check SC	1	1	2	D HC	--	Bldg.	Destroy when issued	GC 34090
202	07	Code Books	C	P	P	HC	Yes	Bldg.	National Electrical Code, Uniform Building, Fire, Mechanical, Plumbing & Supplements – Keep until suspended	GC 34090(e)
202	08	Contractors	C	--	C	D	Yes	Bldg.	Current list-contractor database is contained within PT Winn Software– soon to be Citizen Serve Software	GC34090
202	09	Structural Calculations	C	--	C	HC	--	Bldg.	Destroyed when permit is final	H&S 19850
202	10	Residential Property Inspections (RPI)	C	P	P	HC D	Yes	Bldg.	Residential Property Inspections. Destroy paper after scanning	GC 34090.5; H&S 19850
202	11	Inspection Logs	C	2	C+2	HC	Yes	Bldg.	Daily Inspections	GC 34090
202	12	Complaint Forms	C	7	C+7	D E	Yes	Bldg.	Confidential Complaints	42 USC 1983
202	13	Building Inspection Services to Outside Agencies	C	10	C+10	D	Yes	Bldg.	Agenda reports for these services; actual legal agreements are in 704	GC 34090
203		PLANNING								

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203	01	General Information	2	--	2	HC	--	PL		GC 34090
203	02	Case/Project Files	C	P	P	D E HC	Yea	PL	Planning & Zoning. Pertains to real property. May include blueprints, drawings, maps, plans, reports, evaluations, correspondence, uses, variances, studies, appeals, compliance certificates. Includes rezoning of properties, historic preservation address files, mobile food vending for specific locations and permits only and planning alcohol permits / uses and redevelopment / urban renewal projects, parking adjustments, lot line adjustments, preliminary, tentative and final maps; subdivision agreements filed under 704	GC 34090(a); GC4003; GC 4004; H&S 19850
203	03	Sample materials submitted with projects for approval	C	2	C+2	S	--	PL	Roof, glass, paint, etc. samples – keep as long as project is in approval process plus 2 years. Original is then scanned or photographed, original destroyed, and photo or scan filed in project file.	GC 34090
203	04	Broad policies or topics not tied to specific addresses	C	P	P	D E HC	Yes	PL	May include blueprints, drawings, correspondence, reports or studies, and staff report. (i.e. awnings, mansionization, lighting) water allocation charts	GC 34090; H&S 19850
204		ENVIRONMENTAL QUALITY								
204	01	General Information	2	--	2	HC	--			GC 34090
204	02	Air Quality	C	7	C+7	HC	--	PW	Participants, vovher logs, total daily mileage survey (TDM), commute alternative	CCP 338(k); GC 34090
204	03	Asbestos	C	P	P	HC	--	PW	Asbestos projects, public buildings	GC 34090(a)
204	04	California Environmental Quality Act (CEQA)	C	P	P	D E HC	Yea	Various	Exemptions, Drafts & Final EIR's, mitigation monitoring, negative declaration, notice of completion and determination, comments, statements or overriding consideration	GC 34090(a); CEQA Guidelines
204	05	Congestion Management	C	2	C+2	HC	--	PW	Ride sharing, trip reduction	GC 34090(d)
204	06	National Environmental Policy Act (NEPA)	C	2	C+2	D E HC	--	PW?	Correspondence, consultants, issues, conservation (e.g. oil leases on outer continental shelf)	GC 34090(d)
204	07	Soil	C	2	C+2	HC	--	PW	Analysis, construction recommendations	GC 34090(d)
204	08	Soil Reports (Final)	C	P	P	E	Yes	PW	Final Reports	GC 34090(d); CCP 338.1
204	09	Review of EIR's not under City Jurisdiction	C	2	C+2	HC	--	PW?	City review and comments on projects by other jurisdictions – exemptions, EIR's, mitigated monitoring, negative declaration, notice of completion and determination, comments, statements of overriding consideration	GC 34090(d)
204	10	Traffic Impacts	C	P	P	D E HC	--	PW		GC 34090(d)
204	11	Green House Gas Emission	C	P	P	D E HC	--	PW	Climate Action Plan	GC 34090(d)
205		REGIONAL PLANNING								
205	01	General Information	2	--	2	HC	--	PW		GC 34090

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			Active	Inactive	Total	See legend on last page				See legend on last page

								PL		
205	02	County General Plan	C	--	C	HC	--	PW PL	Marina is not the agency of record	GC 34090
205	03	General Plans Other Cities	C	--	C	HC	--	PW PL	Marina is not the agency of record	GC 34090
205	04	LAFCO	2	--	2	HC	--	PW PL	General Information	GC 34090
206		REAL PROPERTY								
206	01	General Information	2	--	2	HC	--	PW		GC 34090
206	02	Abandonment	2	P	P	D E HC	Yes	PW	Buildings, Condemnation, Demolition	GC 34090(a)
206	03	Acquisition/Disposition of Property	C	P	P	E HC	Yes	PW	Supporting documents of sale, purchase, or exchange, Leases of City Property and related documents filed under the appropriate series in 704	GC 34090(a); GC 6254; CCP 337.2
206	04	Annexations/Deannexations	2	P	P	E HC	Yes	PW	Reports, public notices	GC 34090(a)
206	05	Appraisals	C	2	C+2	HC	Yes	PW	Exempt from disclosure until final acquisition obtained	GC 34090; GC 6254(h)
206	06	Property taxes	C	2	C+2	HC	--	Various		GC 34090
206	07	Maps, City Boundary	C	P	P	E HC	Yes	PW	Recorded maps, surveys, monuments, includes neighborhood association boundaries	GC 34090(d)
206	08	Lot Splits and Lot Mergers	C	P	P	E HC	Yes	PW		GC 34090
206	09	Relocation Files	C	2	C+2	HC	--	PW		GC 34090
207		HOUSING								
207	01	General Information	2	--	2	HC	--	?		GC 34090
207	02	Programs	C	5	C+5	E HC	Yes	?	Includes housing authority strategy, housing bond advisory, HOME, In-lieu housing mitigation, low/moderate housing, housing assistance, etc.	24 CFR 570.502(a); 2 CFR 200.333; OMB cir. A-110
207	03	Homelessness	C	2	C+2	E HC	--	Various		GC 34090
208		ECONOMIC DEVELOPMENT								
208	01	General Information	2	--	2	HC	--	CM	Includes correspondence	GC 34090
208	02	Economic Development Strategies & Business Recruitment	2	5	7	HC	--	CM		GC 34090
209		HISTORIC PRESERVATION								
209	01	General Information	2	--	2	HC	--	Various		GC 34090
209	02	Historic Surveys	2	3	5	HC	--	Various	Historic Preservation Grants, Actual grant contract filed under 704	GC 34090
209	03	Archives	2	P	P	HC	--	Various		GC 34090
209	04	Historic Master Plan	C	P	P	E HC	Yes	Various		GC 34090

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209	05	Historic Property Tax Incentive Program – Mills Act	2	P	P	HC	--	Various	Staff Reports on Mills Act Program, Actual Agreements are in 704-05 and project files 203-02	GC 34090
209	06	Historic Buildings	2	P	P	E HC	--	PW		GC 34090
209	07	National Register	C	P	P	E HC	--	PW		GC 34090
300		RECREATION COMMUNITY SERVICES								
300	01	General Information	2	--	2	HB	--	REC		GC 34090
300	02	Facility Rental Information	C	2	C+2	HC	--	REC		GC 34090
300	03	Other Programs	2	3	5	HC	--	REC	Programs that are not youth, senior or child care programs	GC 34090
302		EVENTS/STREET CLOSURES								
302	01	General Information	2	--	2	HC	--	Various		GC 34090
302	02	August Celebrations – National Night Out	2	--	2	HC	--	PD		GC 34090
302	03	Other Events	2	--	2	HC	--	PD	Annual Labor Day Parade & Others	GC 34090
303		YOUTH SERVICES								
303	01	General Information	2	--	2	HC	--	REC		GC 34090
303	02	Programs	2	3	5	E HC	--	REC	Includes youth services	GC 34090
303	03	Youth/Teen Centers	2	--	2	HC	--	REC	Rocky Hann Community Center & Marina Teen Center	GC 34090
304		SENIOR SERVICES								
304	01	General Information	2	--	2	HC	--	REC		GC 34090
304	02	Programs	2	3	5	E HC	--	REC	Taxi Voucher	GC 34090
304	03	Senior Center	2	--	2	HC	--	REC	Rocky Hann Community Center	GC 34090
400		FINANCIAL AND FISCAL								
401		ACCOUNTS PAYABLE								
401	01	A-P General Information	2	--	2	E HC	--	FF		GC 34090
401	02	Invoice Packet	Au	7	Au+7	E HC	Yes	FF		GC 34090
401	03	Check Register	Au	7	Au+5	D HC	Yes	FF		GC 34090; 26 CFR 1600-1
401	04	1099's	Au	5	Au+5	D HC	Yes	FF	1099's and associated W-9's	GC 34090; 29 USC 436; 29 CFR 516.5-516.6; 26 CFR 31.6001.1-4; IRS Reg 31.6001-

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										1(e)(2); R&T 19530
401	05	ACH enrollment forms	C	2	C+2	D HC		FF	An Originator must retain the original or a copy of each written authorization of a Receiver, or a readily and accurately reproducible Record evidencing any other form of authorization, for two years from the revocation of the authorization.	NACHA Operating Rules. Subsection 2.3.2.5; Subsection 2.3.3.3
402		PAYROLL								
402	01	Payroll General Information	2	--	2	HC	--	FF		GC 34090
402	02	Payroll Register	1	P	P	D	Yes	FF		GC 34090; GC 37207
402	03	Employee Time Sheets	Au	6	Au+6	D E	Yes	FF	Signed by employees	GC 34090; 29CFR 516.2; 20 CFR 516.6(1); IRS Reg 31.6001-1(3)(z); R&T 19530; LC 1174(d)
402	04	Other Payroll-Related Documents	Au	6	Au+6	D HC	Yes	FF	Includes W-2 Forms, W-4 Forms, leave balance sheets, employee deferred compensation contributions and city payments etc.	GC 34090; 29 CFR 516.2; CAC22-1085.2; 26 CFR 160011; 29 CFR 1627.3(2)
402	05	Salary Records	2	P	P	E	--	Yes	Salary Schedules	GC 34090; 29 CFR 516.2; CAC 22-1085-2
402	06	Retirement		P	P	E		FF		
403		ACCOUNTING								
403	01	General Information	2	--	2	HC	--	FF		GC 34090
403	02	General Ledger	2	P	P	D HC	Yes	FF		GC 34090; CCP 337
403	03	Report to EDD on Independent Contractors	C	4	C+4	E HC	--	FF	EDD Form 542	GC 34090; CCP 337
403	04	Journal Entries and Backup	Au	7	Au+7	HC	Yes	FF	Account postings with supporting documents	GC 34090; CCP 337
403	05	Audit Reports and Backup	C	P	P	HC	--	Various	Treasurer's Reports, Annual Financial reports	GC 34090
403	06	State Controller's and Other Required Reports	2	P	P	HC	Yes	FF	Controller may destroy after five years	GC 34090
403	07	Bank Reconciliation & Statements	Au	5	Au+5	E HC	Yes	FF	Includes Transaction Statements, Wire Transfers, Check Listing Audit Trail, Deposits, Cancelled Checks.	GC 34090; GC 60201(12);

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										26 CFR 1.6001-1
404		FIXED ASSETS								
404	01	General Information	2	--	2	HC	--	FF		GC 34090
404	02	Inventory	Au	7	Au+7	D	Yes	FF	Reflects purchase date, cost, account number	GC 34090; 26 CFR 301 65-1(f)
404	03	Surplus Property Disposal	Au	5	Au+5	D	--	FF		GC 34090; CCP 337
404	04	Vehicle Ownership & Title	C	C	C	HC	Yes	FF		GC 34090(a); VC 9900 et seq
405		PURCHASING								
405	01	Purchasing General Information	2	--	2	HC	--	FF		GC 34090
405	02	Vendor Register, Cal Cards Acknowledgement Forms	C	P	P	D HC	Yes	FF	Alpha list of vendors, including PO's, invoices, account number, check date and amount for year. Cal Card cardholders acknowledgment forms	GC 34090
405	03	Purchase Orders and Requisitions	Au	5	Au+5	D HC	Yes	FF	Original Documents	GC 34090; CCP 337
405	04	Bids, RFP's RFQ's	Au	5	Au+5	E HC	Yes	Various	Requests for Proposals regarding goods and services, plus winning bid staff reports	GC 34090; GC 25105-1; CCP 337
405	05	Not Awarded Vendor Packets	Au	2	Au+2	HC	Yes	Various	Bid quote summaries are stored under this series number with the failed bid packets. Sole Source Justification Form, Piggyback Request Form	GC 34090; GC 34090(d); GC 25105-1; CCP337
406		BUDGETING								
406	01	General Information	2	--	2	HC	--	FF	Division Draft Budgets submitted to Budget Committee, Gann Initiatives	GC 34090
406	02	Adopted Budget	C	P	P	D E HC	Yes	FF	Adopted budget, council priorities, items included in adopted budget, cultural funds	GC 34090
406	03	Budgets as Presented to Council	10	--	10	E HC	--	IR	Consolidated Draft budget, council priorities, CIP, NIP, Cultural funds, and any other items included in draft budget	GC 34090
406	04	Budget Adjustments	Au	5	Au+5	HC	Yes	FF	Account transfers, appropriation and transfer of funds, and creation, modification, or accounting funds, Midyear review reports	GC 34090
406	05	Redevelopment Budgets	C	P	P	D E HC	Yes	FF	(Redevelopment Agencies were dissolved per state law in 2012.) Includes annual audits & bond issues and draft RDA budget staff reports and items (budget items included Executive Summary and Action Plan, Consolidated Plan, and Consolidated Annual Performance and Evaluation Report (CAPER))	GC 34090; GC40802; GC 53901; GC 43900 et seq.
406	06	Joint Powers Authority Budgets	C	P	P	D E HC	Yes	FF	Includes annual audit & bond issues and draft JPA budget staff reports and items	GC 34090; GC 40801; GC

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										53901; GC 43900 et seq.
406	07	Community Services District Budgets	C	P	P	D E HC	Yes	FF	Account transfers, appropriation and transfer of funds, and creation, modification, or accounting funds, Midyear review reports	GC 34090; GC 40802; GC 53901; GC 43900 et seq.
407		REVENUE								
407	01	Revenue General Information	2	--	2	HC	--	FF		GC 34090
407	02	Bank Reconciliations	Au	5	Au+5	HC	Yes	FF	Statements, summaries for receipts, disbursements & reconciliations	GC 34090; 26 CFR 1600-1
407	03	Billing Information	Au	5	Au+5	D HC	Yes	FF	Invoices, Accounts Receivable, taxes (e.g. TOT and Sales tax revenues, etc.) HazMat, falsa alarms, SB 198, strike teams. This series includes cash register receipt tapes and credit card receipt copies	GC 34090; CCP 338
407	04	Business License and Other Customer Files	C	5	C+5	D HC	Yes	FF	TOT customers, etc. Paid and Reports	GC 34090; CCP 337
407	05	Fee Schedules	C	5	C+5	E	--	FF		GC 34090
407	06	Investment Records	C	P	P	D HC	Yes	FF	Summary of transactions, inventory and earnings report	GC 34090; GC 53607; CCP 337
407	07	Assessment Districts	C	P	P	D HC	Yes	FF	Transcript binder, collection information, account statements, administration, bond, coupons certifying compliance with state law re: assessments, and CC staff reports on this topic	GC 34090
407	08	Bond Transcript Binder	C	P	P	HC	Yes	FF		GC 34090; CCP337.5
407	09	Revenue Bonds and Other Bond Information	C	10	C+10	HC	Yes	FF	Vital during life of debt. Account statements, Administration, Bond or coupons. A revenue bond is a bond issued by the City for a specific public works project and supported by revenue from the project	GC 34090; GC 53921; CCP337.5
407	10	Deposits, Receipts	Au	5	Au+5	D HC	Yes	FF	Current documents are vital records	GC 34090; CCP 337
407	11	Dog License Permits	Au	5	Au+5	D HC	Yes	PD	Dog Tags	GC 34090; CCP 337
408		RISK MANAGEMENT								
408	01	General Information	2	--	2	HC	--	HR		GC 34090
408	02	Damage to City Property – City Assets	C	7	C+7	HC	--	HR	Reports and related records	GC 25105.5
408	03	Bonds, Insurance	2	P	P	HC	Yes	HR	Bonds & Insurance policies insuring city property and other assets	GC6499.03; CCP 337.2; CCP343
408	04	Claims, Damage	C	10	C+10	HC	Yes	HR	Paid/Denied CC claim staff reports	GC 34090; GC 25101.5

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408	05	Third Party Incident/Accident Reports	C	7	C+7	HC	--	HR	Theft, property damage or similar occurrences (not fire/law enforcement)	29 CFR 1904.2; 29 CFR 1904.6; GC 25105.5
408	06	MBASIA	C	P	P	HC	Yes	HR	Monterey Bay Area Self Insurance Authority	GC 34090
408	07	Insurance Certificates for permanently held legal agreement	C	P	P	HC	Yes	HR	Insurance certificates filed separately from legal agreements filed under 704 series 704-05. 704-06, 704-11, 704-14, and 704-15 legal agreements. See 408-13	GC 34090
408	08	Insurance Policies	C	P	P	HC	Yes	HR	May include liability, property certificates of participation.	GC 34090
408	09	Insurance, Workers Compensation	C	P	P	HC	Yes	HR	Indemnity; Originals with Administrator	GC 6410; 29 CFR 1910.20
408	10	Photographs, Negatives, Film	C	2	C+2	E HC	--	HR		GC 34090
408	11	Risk Management Reports	C	5	C+5	E HC	Yes	HR	Federal OSHA forms, loss analysis report, safety reports, actuarial studies	GGC 34090; 29 CFR 1904.4; 29 CFR 1904.7
408	12	Warranties	C	2	C+2	HC	--	Various	This includes any warranties issued to the City to cover services, purchases, and or work performed for the City (e.g. roof warranty, appliance warranties.)	GC 34090; CCP 1790
408	13	Insurance Certificates for Legal Agreements that do not have a permanent retention period	C	5 P	C+5 P	E HC	--	HR	Insurance certificates files separately from legal agreements filed under 704 that do not have a permanent retention period. This includes series 704-05, 704-06, 704-11, 704-14, and 704-15 legal agreements. Retention period for insurance certificates coincides with retention for 704 legal agreements.	GC 34090; GC 4004; CCP 337.2; CCP 343
409		GRANTS - DONATIONS								
409	01	General Information	2	--	2	HC	--	Various		GC 34090
409	02	Federal and State Grant and Assistance	C	5	C+5	D	--	Various	Refer to grant application close-out procedure; Various depts. Initiate grants; Finance is lead for finalizing grants; File grant contracts under 704 series; Records for grants with Prop 18 funding must be retained for 35 years.	GC 34090; OES Grant Mgmt.
409	03	Donations	2	3	5	D	--	Various		GC 34090
409	04	Request for Grant or Start Up Funds from City	2	3	5	HC	--	Various	Requests during budget are filed under 406-03	GC 34090
409	05	Grants from other sources	2	3	5	HC	--	Various	Requests during budget are filed under 406-03	GC 34090
500		PERSONNEL								
501		PERSONNEL DATA								
501	01	Personnel General Information	2	--	2	HC	--	HR Various	Reference checks form other agencies	GC 34090
501	02	Active Employees (Non-Sworn)	C	10	C+10	HC	Yes	HR	May include application, release authorizations, certifications, reassignments, outside employment, disciplinary actions, terminations, evaluations.	29 CFR 516.6; 29 CFR 1627.3; 29 CFR 1602 et

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										seq.; 29 CFR 1607.4; GC 6254(c); GC 12946; GC 34090
501	03	Active Employees	C	10	C+10	HC	Yes	PD	Police & Fire employees. May include release authorizations, certifications, applications, reassignments; outside employment, disciplinary actions, evaluations	29 CFR 516.6; 29 CFR1607.4; 29 CFR1602.30; 29 CFR 1627.3; GC 3300 et seq.; PC832.5(b)
501	04	Contractual Employees	C	10	C+10	HC	Yes	HR	Copy of contract and may include application, release authorizations, certifications, reassignments, outside employment, disciplinary actions, terminations, evaluations	29 CFR 516.6; 29 CFR 1627.3; 29 CFR 1602.30; 29 CFR1602.31; GC 6254(C); GC 12946; GC 34090; CCP 337; CCP 343
501	05	Temporary Services	C	8	C+8	HC	Yes	HR	On-Call Staff, Outside Temporary Services, HR PTS Employee Personnel Files	GC 12946; GC 34090; 29 CFR1627.3; Lab Rel Sec 1174
501	06	Volunteers	C	3	C+3	HC	Yes	Various	Disaster Service Worker Volunteer Forms	DSWVP Guidelines; Calif. Code Regs. Title 19 §2570-2573.3
501	07	Investigations, Discipline Background Information & Grievances	C	P	C+P	HC	--	HR		29 CFR 1627.3; 29 CFR 1607.4; 29 CFR 516.6 ET SEQ.; CCR Sec 1174; GC 12946; GC 3300; EEOC-Federal Regs; PC 832.5(b)
501	08	Employee Oaths of Office	C	2	C+2	HC	--	Various		GC 34090
501	09	Public Safety Personnel General Information	2	--	2	HC	--	PD FD		GC 3300; GC 34090
501	10	Public Safety Personnel Annual Physical Program	C	30	C+30	HC	--	PD FD		29 CFR 1910.1020
501	11	Public Safety Personnel Exposure Sampling	C	30	C+30	HC	--	PD FD		29 CFR 1910.1020
501	12	Public Safety Personnel Exposure Reports	C	30	C+30	HC	--	PD FD		29 CFR 1910.1020

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501	13	Public Safety Personnel Random Drug Testing	C	2	C+2	HC	Yes	HR	Includes Fire, Police, Public Works personnel and any other personnel with class B licenses – 5 years for alcohol test results or 0.02 or greater – 2 years for records of negative or cancelled drug tests, or alcohol test results of less than 0.02	FMLA 1993 US OSHA; 29 CFR 1602.20; 29 CFR 1602.32; 249 CFR 40.333; GC 3300
502		PERSONNEL MANAGEMENT								
502	01	Personnel Management General Information	2	--	2	HC	--	HR		GC 34090
502	02	Job Descriptions	C	2	C+2	HC	Yes	HR	Current documents are vital records	GC 34090
502	03	Position Classifications	C	2	C+2	HC	--	HR	Includes classification & wage rates, staff reports on control list, classification studies and surveys, and reclassification	GC 12946; GC 34090; 29 CFR 516.6(2); 29 CFR 1602; 29 CFR 1607
502	04	Unemployment Claims	C	4	C+4	HC	--	HR		GC 34090
502	05	Bond, Personnel Fidelity	C	2	C+2	HC	Yes	HR	Employee fidelity bonds	GC 34090
502	06	Employee Handbook and Policies	C	2	C+2	HC	Yes	HR	General Employee information, including benefit plans	GC 34090; GC 12946
502	07	Employee Programs	C	2	C+2	HC	--	HR	Includes commendations, awards, and recognitions	GC 34090; GC 12946
502	08	Federal I-9 Forms	C	C+3 or 1	C+3 or 1	HC	Yes	HR	In accordance with Section 101, Control or unlawful Employment of Aliens, (b)(3)(B)(i) and (ii) I-9's are retained for three years after the date of such hiring, or (ii) one year after the individual's employment is terminate, whichever is later	Immigration Reform/Control Act 1986 Pub. L99-603
502	09	Motor Vehicle (DMV) Records	C	7	C+7	HC	--	HR		GC 12946; 8 USC 1324(a)
502	10	Position Recruitment	C	3	C+3	HC	--	HR	Applications and resumes for those not hired, lists/logs, indices, ethnicity disclosures, examination materials & answer sheet, job bulletins, eligibility, release of information forms for recruitments, electronic database (see 501-02 and 501-03 for applications and resumes of hired employees)	GC 12946; GC6250 et seq.; 20CFR 1602 et seq.; 29 CFR 1607; 29 CFR1627.3
502	11	Vehicle Mileage Reimbursement Rates	C	2	C+2	HC	--	FF	Annual Mileage reimbursement rates as announced by Finance (do not file A/P mileage vouchers here)	GC 34090
502	12	Equal Opportunity/Affirmative Action	C	2	C+2	HC	--	HR	Affirmative Action or Equal Opportunity staff reports	GC 34090
502	13	Volunteer Programs, Guidelines, and Activities	C	2	C+2	HC	--	Various		GC 34090
503		SAFETY								

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503	01	General Information	2	--	2	HC	--	HR		GC 34090
503	02	Plan Documents	C	6	C+6	HC	Yes	HR		GC 34090
503	03	OSHA	C	7	C+7	HC	--	HR		20 CFR 1904.2; 29 CFR 1966.6
503	04	Safety Policies and Procedures	C	2	C+2	HC	--	HR		GC 34090
503	05	Safety Audits	C	7	C+7	HC	--	HR		GC 34090
503	06	Publications and Law Updates	C	--	C	HC	--	HR		GC 34090
540		BENEFITS								
504	01	General Information	2	--	2	HC	--	HR	Historical benefit information (includes Council benefits)	GC 34090
504	02	Plan Documents	C	6	C+6	HC	Yes	HR	e.g. Dependent Care Program	GC 34090
504	03	Active Employee Benefit Files	C	10	C+10	HC	Yes	HR	May include enrollment forms, emergency notification forms, etc.	29 CFR 1627.3; 29 CFR 1602.30.32
504	04	Separated Employees	0	10	10	HC	--	HR	May include enrollment forms, emergency notification forms, etc.	29 CFR 1627.3; 29 CFR 1602.30.32
504	05	COBRA Files	C	10	C+10	HC	Yes	HR	May include enrollment forms, COBRA letters, etc.	29 CFR 1627.3; 29 CFR 1602.30.32
504	06	Retirement	C	P	P	HC	Yes	HR	PERS, Social Security, Medicare & Benefit documents	29 CFR 1627.3(2); GC 12946; GC 34090; GC 7501 et seq.
504	07	Vendor/Administrator Reports and Correspondence	C	2	C+2	HC	--	HR		GC 34090
504	08	Orientation Packets	C	C	C	HC	--	HR		GC 34090
504	09	Forms and Handouts	C	--	C	HC	--	HR		GC 34090
504	10	Employee Medical Information	C	10	C+10	HC	Yes	HR	May include family leave, certifications, tests, pre-employment physical, non-industrial disability	FMLA 1993 US OSHA; 29 CFR 1602.20; 29 CFR 1602.32
504	11	Publications and Law Updates	C	--	C	HC	--			GC 34090
504	12	Deferred Compensation Plan	C	P	P	HC	Yes	HR	Includes plan information	20 CFR 1627.3(2); GC 12946; GC 34090
505		WORKERS COMPENSATION								
505	01	General Information	2	--	2	HC	--	HR		GC 34090

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505	02	Employee Files	C	P	P	HC	Yes	HR	Claim files, reports, incidents (working files), originals filed with Administrator, Worker's Comp settlements	CCR 14311; CCR 15400.2; LC 110-139.6; 8 CFR 15400.2
505	03	Forms and Handouts	C	2	C+2	HC	--	HR		GC 34090
505	04	Designation of Personal Physician Forms	C	P	P	HC	Yes	HR		CCR 14311; CCR 15400.2; LC 110-139.6; 8 CFR 15400.2
505	05	Budget	C	2	C+2	HC	--	HR	Working Files	GC 34090
505	06	Reports	2	P	P	HC	--	HR	Includes utilization and state reporting	CCR 14311; CCR 15400.2; LC 110-139.6
505	07	Administration Correspondence	2	3	5	HC	--	HR		GC 34090
505	08	Ergonomic Evaluations and Job Analysis	C	7	C+7	HC	--	HR		GC 34090
505	09	Publications and Law Updates	2	--	2	HC	--	HR		GC 34090
506		EDUCATION AND TRAINING								
506	01	General Information	2	--	2	HC	--	Various		GC 34090
506	02	Training Records – Non-Safety Employees	C	7	C+7	HC	--	Various	Employee forms, volunteer program training, class training materials, internships	GC 6250 et seq.
506	03	Tuition Reimbursement Program	C	7	C+7	HC	--	HR	CEIP	GC 6250 et seq.
506	04	Attendance Records – Public Safety Employees	C	5	C+5	E HC	--	Various	Computerized – Firehouse, MS Access and Police Records	GC 34090
506	05	Public Safety Company Performance Standards	C	2	C+2	HC	--	PD FD		8 CCR 3204(d)
506	06	Public Safety Training Hours	T	10	T+10	E HC		Various	Electronic in Firehouse & Outside certificates	GC 34090
507		LABOR RELATIONS								
507	01	General Information	2	--	2	HC	--	HR	Policies and procedures (e.g. memos on comp time, supplemental pay, allowances)	GC 34090
507	02	Negotiations – Marina Employees Association (MEA)	C	P	P	HC	Yes	HR	Draft MOU's, correspondence, official meeting notes and notebooks (individual notes should be destroyed after 2 years)	29 USC Sec 211(c); 29 CFR 516
507	03	Negotiations – Marina Management Employee Association (MMEA)	C	P	P	HC	Yes	HR	Draft MOU's, correspondence, official meeting notes and notebooks (individual notes should be destroyed after 2 years)	29 USC Sec 211(c); 29 CFR 516
507	04	Negotiations – Marina Public Safety Officers Association (MPSOA)	C	P	P	HC	Yes	HR	Draft MOU's, correspondence, official meeting notes and notebooks (individual notes should be destroyed after 2 years)	29 USC Sec 211(c); 29 CFR 516

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507	05	Negotiations – Marina Public Safety Manager’s Association (MPSMA)	C	P	P	HC	Yes	HR	Draft MOU’s, correspondence, official meeting notes and notebooks (individual notes should be destroyed after 2 years)	29 USC Sec 211(c); 29 CFR 516
507	06	Negotiations – Marina Professional Firefighters Association (MPFFA)	C	P	P	HC	Yes	HR	Draft MOU’s, correspondence, official meeting notes and notebooks (individual notes should be destroyed after 2 years)	29 USC Sec 211(c); 29 CFR 516
507	07	Negotiations – Executive Management	C	P	P	HC	Yes	HR	Assistant City Manager, Fire Chief, Police Chief, Finance Dir., Public Works Dir., Planning Dir., Recreation & Cultural Svc Dir.,	29 USC Sec 211(c); 29 CFR 516
507	08	Unrepresented Employees	C	P	P	HC	Yes	HR	City Manager, Part-time Employees and other unrepresented employees	29 USC Sec 211(c); 29 CFR 516
600		PUBLIC SAFETY								
601		FIRE SAFETY ADMINISTRATION								
601	01	General Information	2	--	2	HC	--	FD		GC 34090
601	02	Fire Code and Manuals	C	3	C+3	D	Yes	FD	Include OPS manuals	GC 34090; CCP 340.5
601	03	General Orders, Policies and Procedures	C	2	C+2	D	Yes	FD		GC 34090
601	04	Mutual Aid, Automatic Aid, Strategic Plans & Studies	C	2	C+2	HC	Yes	FD PD		GC 34090
601	05	Fire Services to other Agencies	C	10	C+10	E HC	Yes	FD	Fire protective services (for fee), emergency medical services	GC 34090
602		FIRE PREVENTION/PUBLIC EDUCATION								
602	01	General Information	2	--	2	HC	--	FD		GC 34090
602	02	CPR Program	C	2	C+2	E HC	--	FD		GC 34090
602	03	Inspections, Fire Prevention	C	3	C+3	E HC	Yes	FD	Alarm/Sprinkler systems, prevention efforts	UFC 103.4
602	04	Investigations, Evidence Arson	C	P	P	D HC	Yes	FD	Support prosecution resulting in homicide	PC 799
602	05	Investigations, Evidence Arson	C	6	C+6	D HC	Yes	FD	Great Bodily harm, inhabited structure or property	PC 800
602	06	Community Emergency Response Team	C	2	C+2	D HC	Yes	FD		GC 34090
602	07	Permits, Uniform Fire Code	C	2	C+2	D HC	Yes	FD		GC 34090
602	08	Plans Fire Alarm & Sprinkler	C	P	P	E HC	Yes	FD	Retain plans during the life of the building, for not less than two years	GC 34090
602	09	Property Files	2	P	P	HC	Yes	FD		GC 34090
602	10	Public Education Program	C	2	C+2	HC	--	FD		GC 34090
602	11	Water System Improvement Fund	C	2	C+2	HC	--	FD		GC 34090
603		RESERVED								

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604		FIRE OPERATIONS								
604	01	General Information	2	--	2	HC	--	FD		GC 34090
604	02	Apparatus/Vehicle	C	2	C+2	D	--	FD	Repair and Maintenance	GC 34090; CCP 340.5; 8 CCR 2303(b)(1)
604	03	Confined Space Permits	C	P	P	HC	--	FD		GC 34090
604	04	Donated Vehicles	2	8	10	HC	--	FD		GC 34090
604	05	Field Reports – non-fire & logs	C	2	C+2	D	--	FD	Computerized – firehouse	GC 34090
604	06	Field Reports – Non-arson & logs	C	2	C+2	D	--	FD	Computerized – firehouse	GC 34090
604	07	Fumigation Permits	C	2	C+2	HC	--	FD		GC 34090
604	08	Incident Reports	C	3	C+3	D HC	--	FD	Dispatch and daily logs – Computerized – firehouse	GC 34090; CCP 338
604	09	Inventory, equipment & supplies	C	2	C+2	E	--	FD		GC 34090
604	10	Investigations, Evidence Arson	C	3	C+3	D	--	FD	Structure	PC 801
604	11	Journals, Fire Station	C	2	C+2	E HC	Yes	FD	Activities, personnel, engine company	GC 34090
604	12	Logs for fire equipment & gear	C	2	C+2	E HC	Yes	FD		GC 34090
604	13	Weed Abatement	C	2	C+2	HC	--	FD	Reports, assessments, documentation	GC 34090
604	14	Work Program Files	C	2	C+2	E HC	Yes	FD		GC 34090
604	15	Emergency Medical Services Forms	C	7	C+7	HC	--	FD	Monterey County Form EMS.126 – City Copy	GC 34090; H&S 1979.98(e); H&S 11191; H&S 123145; Medicare Title XVIII; Medicaid Title XIX; MCH Title V
605		RESERVED								
606		HAZARDOUS MATERIALS								
606	01	General Information	2	--	2	HC	--	FD		GC 34090
606	02	Hazardous Waste Disposal	C	10	C+10	HC	--	FD	Documentation regarding handling and disposal of hazardous waste	CAL OSHA; 40 CFR 122.21(p)
606	03	Permits, Hazardous Materials Storage	C	P	P	HC	Yes	FD	Two years retention required statutorily, permanent recommended	GC 34090
606	04	Program, Household Hazardous Waste	C	2	C+2	HC	--	FD		GC 34090
606	05	Training Materials	C	2	C+2	E HC	--	FD	Standard & Administration. However, if employees are exposed to hazardous materials during training, CAL Code Reg 3204(d) et seq. also applied and documents must be kept for thirty (30) years.	GC 34090

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606	06	Underground Storage Tank Compliance	C	P	P	HC	Yes	FD	Storage location, installation, removal, remediation, maintenance & operations	GC 34090
607		LAW ENFORCEMENT ADMINISTRATION								
607	01	General Information	C	--	C	--	--	PD		GC 34090
607	02	Alcoholic Beverage Control	C	2	C+2	HC	--	PD	Police actions – this is not for Planning Dept. alcohol permit actions. Records are current for as long as establishment is in business	GC 34090
607	03	Administrative/Internal Investigations	C	5	C+5	HC	--	PD	Fleet safety, pursuit files, intake and complaint investigations, use of force files	PC 832,5(b); EVID 1045
607	04	Equipment Manuals	C	--	C	E HC	--	PD	Manuals, instructions – save until end of equipment use	GC 34090
607	05	Equipment Inventory	C	10	C+10	HC	--	PD	Listing of equipment assigned to division employees	GC 34090
607	06	Non-Crime Reports	C	2	C+2	D	--	PD	Monthly, quarterly, annual activity statistical reports, also surveys, responses, etc.	GC 34090
607	07	Department Manuals, Law Enforcement Policies, Programs and Procedures	P	P	P	E	--	PD	Directives, department policies, training bulletins, rules and regulations	GC 34090
607	08	Enforcement of State Laws	C	2	C+2	HC	--	PD	Includes modification to MCC	GC 34090
608		POLICE INVESTIGATIONS								
608	01	General Information	P	P	P	D	--	PD	Investigation files, asset forfeiture, disposition of arrest/court action, property/evidence files	GC 34090
608	02	Homicide Investigator's Case Files	P	P	P	D	--	PD	Includes cold case, solved, and unsolved homicides.	PC 799
608	03	Officer Involved Shootings	P	P	P	HC	--	PD	Officer involved shootings and in-custody deaths.	GC 34090
608	04	Informant File	C	2	C+2	HC	--	PD	Legal notifications, identification, payment information, activities information	GC 34090
608	05	Audio, Telephone and Radio Communications	C	180 Days	C+180 days	D	--	ISD	Exception: shall be preserved for 100 days after conclusion of the court case. Requires City Attorney's office review. MPD does not store telephone audio or radio communications. County Comm Center stores radio communications and ISD stores the remainder	GC 34090.6
608	06	Criminal Investigation Files – Unsolved	C	--	C	E HC	--	PD	Unsolved investigation files. Destroy when cases reach statute if limitations	GC 34090
608	07	Criminal Investigation Files – Solved Pending Appeal	C	--	C	E HC	--	PD	Solved investigation files pending appeal. Destroy when appeals are exhausted and reach statute of limitations	GC 34090
609		PATROL								
609	01	General Patrol	C	2	C+2	HC	--	PD	Parking traffic tickets, radio communications logs, patrol requests and correspondence, radar calibration records, patrol schedules, daily shift reports, supervisors' reports	GC 34090
609	02	Weapons and Range Inventories	P	P	P	E HC		PD		GC 34090
609	03	Traffic Collision Fatalities	P	P	P	D	--	PD		GC 34090

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610		POLICE SERVICES								
610	01	General Information	C	2	C+2	E HC	--	PD	Background investigations, concealed weapons files, press releases, daily schedules, alarm cards and alarm permits, alarm files, case books, routine log files, second hand dealers and pawn slips, subpoena files, field interview cards, cite and release records, repossession and private impounds.	GC 34090
601	02	Restraining Orders	C	--	C	HC	--	PD	Includes emergency protective orders, temporary restraining orders, legal stipulations, orders after hearing, etc. Destroy after law enforcement actions described in PC 12028.5 are fulfilled and restraining orders are expired for no fewer than two years	PC 273.5; PC 273.6; PC 646.9; PC 12028.5; PC 13700; FC 6380-6383
610	03	Digital Dictation	C	--	C	E	--	PD	Office case dictation	GC 34090
610	04	Permits	C	2	C+2	E HC	--	PD	Taxi, Massage, Cardroom, Film Permits	GC 34090
601	05	Property and Evidence Files	C	2	C+2	E HC	--	PD	Retention as defined by criminal case prosecution and following property and evidence destruction regulations	GC 34090
610	06	Hard Copy Inked Palm Cards	P	P	P	HC	--	PD		PC 11120-11127
610	07	Jail Records	C	5	C+5	E HC	--	PD	Daily logs and inmate records	GC 34090
610	08	Registration Files	P	P	P	E HC	--	PD	Arson, sex, and narcotic registration files	GC 68152(c)(2)
610	09	Police Reports/Disposition Arrest/Court Actions	P	P	P	E HC	--	PD	Police reports, court actions, accident reports	GC 34090
610	10	Sealed Records – Adult	C	3	C+3	E HC	--	PD		GC 34090
610	11	Seald Records – Juvenile	C	5	C+5	E HC	--	PD	Upon petition local law enforcement records with WIC 826(b) may be destroyed as ordered by the court.	WIC 826(b); WIC 781(a); WIC 781.5; H&S 11361.5
610	12	Video – Uneventful/Non-Evidentiary/Routine	C	60 days	C+60 days	E	--	PD	Uneventful jail, parking lot, lobby, in-car and body camera video that is not defined as “eventful” (defined on 610-13)	PC 832.18
610	13	Video – Eventful/Evidentiary	C	2	C+2	E	--	PD	Eventful recordings to include: 1. Part of a criminal investigation to be retained for a period as outlined for any evidence in that criminal investigation. 2. Administrative/internal investigations to include a complaint and retained for a period as defined by complaint. 3. Use of force	PC 832.18
610	14	Warrants	C	2	C+2	E	--	PD	Felony and misdemeanor criminal warrants, served and unserved. Current period ends when warrant is served/executed	GC 34090
611		LOCAL & NATIONAL EMERGENCIES/DISASTERS								
611	01	General Information	C	2	C+2	HC	--	Various		GC 34090
611	02	National Emergencies and Disasters	C	2	C+2	HC	--	Various		GC 34090

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611	03	Local Emergencies and Disasters	C	2	C+2	HC	--	Various		GC 34090
611	04	Emergency/Disaster Planning	C	2	C+2	E HC	--	Various	Emergency Preparedness plan, emergency communication, earthquake awareness, emergency management exercises and training	GC 34090
611	05	Emergency Operations Center	C	2	C+2	E HC	--	Various		GC 34090
700		LEGISLATIVE AND LEGAL								
701	01	General Information	2	--	2	HC	--	Various	Follow up letters on meeting items; history of CMO, CAO, CC staff, Council; work program assigned to Boards Commission & Committees (BCC) and annual BCC reports, Council Comments items, and proofs of publication for non-public hearing items	GC 34090
701	02	Agendas	C	2	C+2	HC	--	Various	Agendas and special meeting notices, including proof of posting and CC action summaries	GC 34090
701	03	Agenda Repots	C	10	C+10	E	Yes	Various	Agenda reports (master subject files) created and submitted for Council /board/commission packets to include all exhibits and attachments therein. Hard copy staff reports and supporting materials are filed by subject series (e.g. 203-03). This series number defines retention period of staff reports regardless of where they are filed. With Electronic Content Management System (ECMS) these will be scanned and hard copy discarded unless the series number required permanent retention.	CG 34090
701	04	Appointments	C	5	C+5	HC	--	IR/Admin	City Council appointments to outside agencies and subcommittees (excludes Council appointments to BCC) – see 701-06) and BCC appointments to BCC subcommittees.	GC 34090
701	05	Applications to Boards Commissions, & Committees	2	--	2	HC	--	Admin	Not selected (includes letters to unsuccessful candidates and pending interview applications)	GC 34090
701	06	Applications to Boards, Commissions & Committees	C	5	C+5	HC	--	Admin	Selected (includes appointment staff reports, appointment letters, oaths of office, awards, performance and attendance reports, any other info on selected BCC members, or generic info on the BBC)	GC 34090
701	07	Formation of legislative bodies and procedures	P	P	P	HC	Yes	Admin	Articles of Incorporation, powers of RDA, JPA, creation or abolition of Council Subcommittees	GC 34090; CCP 337.2
701	08	Legal Advertising	C	10	C+10	HC	--	Admin	Includes public notices and proofs of publication for public hearings	CCP 343; CCP 349 et.seq; GC 911.2; GC 34090
701	09	Minutes	10	P	P	E HC	Yes	Various	Official minutes and hearing proceedings of governing body or board, commission or committee. Includes annotated agendas for those boards that use annotated agendas as the official proceedings of meetings	GC 34090(d); GC 36814; GC 40801
701	10	Charter and Municipal Code	C	P	P	E HC	Yes	Admin	Supplements included	GC 34090
701	11	Ordinances	P	P	P	E HC	Yes	Admin	Signed ordinances, ordinance staff report, proof of publication, notice	GC 34090(d); GC 40806

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701	12	Petitions	2	--	2	HC	--	Admin	Submitted to legislative bodies	GC 50115; GC 6253
701	13	Resolutions	P	P	P	E HC	Yes	Various	Legislative actions	GC 34090(d); GC 40806
701	14	Audio Recording of Public Meetings	C	90 days	C+90 days	E	--	Various	Used for minute preparation	GC 34090.7
701	15	Policies	C	P	P	HC	--	Various	BCC Handbook, policies as approved at CC meeting, vision statements	GC 34090
701	16	Public Comments from Meetings	C	2	C+2	HC	--	Various		HC 34090.7
701	17	Awards and Proclamations	C	2	C+2	HC	--	Various	Awards to non-city staff or given to City as a whole (not Personnel Service award or Personnel recognition)	GC 34090
701	18	Agenda Packets	C	10	C+10	E HC	--	Various	Collection of collected staff reports received, created, and submitted for special Council/BCC meeting date	GC 34090
701	19	Brown Act	C	2	C+2	HC	Yes	CA		GC 34090
701	20	Video Recordings of Public Meetings	C	10	C+10	E HC	--	Various		GC 34090
702		ELECTION								
702	01	General Information	2	--	2	HC	--	Admin	City Council member biographies, photos, Candidate Binder of Information Requests, Correspondence	GC 34090
702	02	Calendar	C	2	C+2	E	--	Admin		GC 34090
702	03	Canvass and Ballot	2	P	P	HC	--	Admin	Permanent for historic value (includes official voter guides, and combined list of candidates)	EC 17302
702	04	Charter Amendments/Measures	2	P	P	HC	Yes	Admin	Permanent for historic value	GC 34458.80; GC 34090
702	05	Lobbyist Registration	C	P	P	HC	--	Admin	Statements	GC 34090
702	06	Maps, Precincts/Voter Information	C	4	C+4	HC	--	Admin		GC 34090; EC 17501; EC 17301
702	07	Nomination Papers – Successful	C	4	T-4	HC	--	Admin	Must be held for four years after expiration of term. Candidate statements to be retained permanently.	GC 81009; EC 17100
702	08	Nomination Papers – Unsuccessful	C	2		HC	--	Admin	Candidate statements E+5, Nomination papers E+4	GC 81009(b); EC 17100
702	09	Notifications and Publications	C	4	C+4	HC	--	Admin	Voter information flyers, candidate guides with clank forms and proof of publication or posting	GC 34090
702	10	Oaths of Office	C	6	T+6	HC	--	Admin	Elected Officials	GC 34090; 29 USC 1113
702	11	Petitions	0.75	--	0.75	HC	--	Admin	From date of filing or election: initiative, referendum, recall, Charter Amendments. Signatures are confidential	EC 17200; EC 17400
703		ATTORNEY								
703	01	General Information	2	--	2	HC	--	CA		GC 34090
703	02	City Attorney Case Index	C	--	C	E HC	--	CA	Including notations on activates related to case	GC 6245

City of Marina
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			Active	Inactive	Total	See legend on last page				See legend on last page
703	03	Case Records	C	7	C+7	HC	Yes	CA	Includes logs, complaints, police reports, court orders, motions, notes, briefs, closing (minors retained 3-years after attaining 18), administrative records	42 USC s1983
703	04	Opinions	10	--	10	E HC	--	CA	Confidential	GC 34090; GC 6254
703	05	Closed Session	C	10	C+10	HC	--	CA CM	Confidential Matters under litigation	GC 34090
703	06	Appeals of Administrative Citations	C	3	C+3	HC	--	CA		GC 34090; GC 583.320(a)(3)
704		LEGAL DOCUMENTS								
704	01	General Information	2	--	2	HC	--	Various		GC 34090
704	02	Conveyances from or to the City (Deeds, etc.)	C	P	P	E HC	Yes	Admin	Includes Deeds, Grant Deeds, Deeds in Trust and Assignment of Rents, Quitclaim Deeds, Deed Restrictions, Subordination Agreement with Deeds, Promissory notes secured by property, Substitution of Trustee, Trust Transfer Deeds, Installment Note, Easements, Full or Partial (re)conveyances, Covenant of Easement, Public Access Easements, Grant of Storm Drain Easements, Sanitary Sewer Connection Permit Agreements (check originals for historic value), Covenant Restrictions on Property, Notices of Default	GC 34090(a); 24 CFR 570.502(b)(3); OMB Circ.A-110
704	03	Joint Powers Authority	C	P	P	E HC	Yes	Admin	Any JPA's the City has signed	GC 34090
704	04	Liens	C	P	P	E HC	Yes	FF	Claim of Lien	GC 34090
704	05	Contracts and Agreements – Excluding CIP, NIP, PMSA Construction contracts, and Leases for City Property	C	5	C+5	E HC	Yes	Various	Includes leases by City of outside equipment, agreements or contracts for services and supplies, Mills Act Agreements, software, licenses for City to enter private property, grant contracts, Inclusionary Housing agreements, Down Payment Assistance, volunteer agreements, and CIP, NIP and PMSA design and professional services contracts. All legal agreements filed with City Clerk except certain contracts that utilize pre-approved templates and are retained in the department of record, including but not limited to: - Volunteer agreements – Filed with Recreation as appropriate	CCP 337.2; CCP 343
704	06	CIP, NIP, and PMSA Construction Contracts	C	10	C+10	E HC	Yes	Admin PW	Includes construction contracts, accepted proposal, affidavit of non-collusion, insurance certificates, performance bonds, labor and material bonds, bid bond, notice of completion, plans and specifications, and other documents as incorporated into the agreement.	GC 34090; CCP 337.2; CCP 343
704	07	Foreclosures	C	P	P	E HC	Yes	FF		GC 34090

City of Marina
Records Retention/Disposition Schedule

			RETENTION PERIODS			FORMAT	VITAL	DoR	REMARKS	CITATION
			Active	Inactive	Total	See legend on last page				See legend on last page
704	08	City Property Leases	C	P	P	E HC	Yes	Admin	Includes lease and all support documentation (e.g. staff reports or related approvals, conditions of approval), estoppel certificates, and other agreements for the use of City property (e.g. license agreements, permits, and facility use agreements)	GC 34090
704	09	Lease by City of Private Property	C	5	C+5	E HC	Yes	Admin	Includes lease and all support documentation (e.g. staff reports or related approvals, conditions of approval), estoppel certificated	GC 34090
704	10	Development Agreements	2	P	P	E HC	Yes	Admin		CCP 337; GC 34090
704	11	Subdivision Agreements	C	P	P	D E HC	Yes	Admin		GC 34090
704	12	Releases	C	2	C+2	HC	--	Admin	Image/Sound recording/Video recording release, or other release where City receives a liability release, hold harmless release, or other form of benefit. The release should include an expiration date.	GC 34090
704	13	Authorizations	C	2	C+2	HC	Yes	Admin	Authorized Exception Forms	GC 34090
704	14	Loans	C	P	P	E HC	Yes	Admin		GC 34090(a)
704	15	Employee Bargaining Units MOU's	C	P	P	E HC	Yes	Admin HR	Includes side letters and any other amendments to employee bargaining unit MOU's	GC 34090; 29USC Sec 211(c)
705		CODE COMPLIANCE								
705	01	General Information	2	--	2	HC	--	PL		GC 34090
705	02	Case Files	C	7	C+7	D	--	PL	May include inspections, photos, drawings, correspondence, public nuisance, rubbish abatement, vehicle abatement, watercraft abatement, citations, sidewalk/hazard abatement, etc.	GC 34090(d)
705	03	Graffiti	2	--	2	--	--	PW		GC 34090(d)
705	04	Reports to State and Federal Government	P	P	P	D	--	PW PL	Storm water violations	GC 34090(a)
706		AGENCIES & JURISDICTIONS								
706	01	General Information	2	--	2	HC	--	Various		GC 34090
706	02	Federal Agencies	C	--	2	HC	--	Various	Destroy when no longer relevant. (Agencies subordinate to the Federal Government – i.e. USAID(Dubrovnik), BRAC, US Census, USPS)	GC 34090
706	03	State Agencies	C	--	2	HC	--	Various	Destroy when no longer relevant. (Agencies subordinate to the State government – i.e. Coastal Commission, MRSWMP, Monterey State Parks)	GC 34090
706	04	Regional Agencies	C	--	2	HC	--	Various	Destroy when no longer relevant. (A regional agency is one where several local agencies have come together, sighed an agreement, and the board has representatives from those agencies – i.e. FORA, AMBAG, MRWPCA, MST)	GC 34090

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			RETENTION PERIODS			FORMAT	VITAL	DoR	REMARKS	CITATION
			Active	Inactive	Total	See legend on last page				See legend on last page
706	05	County Agencies	C	--	2	HC	--	Various	Destroy when no longer relevant. (A county agency is one that subordinates to the County Board of Supervisors not every entity with "County" in its name – i.e. Heath Dept., Board of Supervisors, Overall Economic Development Commission)	GC 34090
706	06	Military	C	10	C+10	HC	--	Various	NPS, DLI, Coast Guard, POM	GC 34090
706	07	Educational	C	5	C+5	HC	--	Various	MPC, CSUMB, UCMBEST, MPUSD	GC 34090
706	08	Local Agencies	C	--	2	HC	--	Various	Destroy when no longer relevant. (A local agency is a municipal entity close to us that it is not a County or a regional agency – i.e. MPRPD, Cities of Del Rey Oaks, Sand City, Seaside, MPWMD, MRWMA, & LAFCO)	GC 34090
706	09	Community Services District	C	--	2	HC	--	Various	Destroy when no longer relevant – For CC staff reports see 701-03.	GC 34090
706	10	Sister Cities	C	--	2	HC	--	Various	Destroy when no longer relevant – For CC staff reports see 701-03	GC 34090
706	11	Grand Jury Reports	2	8	10	HC	--	CM	Includes responses	GC 34090
707		FAIR POLITICAL PRACTICES COMMISSION (FPPC)								
707	01	General Information	2	--	2	HC	--	Admin	Code of Conflict staff report	GC 34090
707	02	Forms	C	--	C	HC	--	Admin		GC 34090
707	03	Manuals and Publications	C	--	C	HC	--	Admin		GC 34090
707	04	Administration	C	--	C	HC	--	Admin	FPPC Opinion	GC 34090
707	05	Ethics Education	C	5	C+5	HC	--	Admin/HR	Ethics training certificate and staff reports	HC 53235.2(b)
707	06	Campaign Disclosures, Elected	P	--	P	D E HC	--	Admin	This includes incumbent, retired, and out of office elected officials 410s, 420s, 460, 470s, 490s and 501s – Originals scanned replacing paper files	GC 81009(b),(g)
707	07	Campaign Disclosure, Not Elected	C	5	5	HC	--	Admin	410s, 420s, 460, 470s, 490s and 501s	GC 81009(b)
707	08	Campaign Disclosure, other Committees	C	7	C+7	HC	--	Admin	410s, 420s, 460, 470s, 490s and 501s	GC 81009
707	09	Statement of Economic Interest (Form 700) – Elected	C	7	C+7	HC	--	Admin		GC 81009(e)
707	10	Statement of Economic Interest (Form 700) – Unelected Candidates for Council	C	7	C+7	HC	--	Admin		GC 81009(e)
707	11	Statement of Economic Interest (Form 700) – Designated Employees and Board and Commission Members	C	7	C+7	HC	--	Admin	Board and Commission member, designated employee and consultant 700s and CC staff reports on code of conflict	GC81009(e)
707	12	Agency's Public Official Appointments (Form 806)	C	2	C+2	HC	--	Admin	Paper record of form posted on city website, inactivated when replaced	GC 34090
707	13	Gift to Agency Report (Form 801)	C	2	C+2	HC	--	Admin	Paper record of form posted on city website, inactivated when replaced	GC 34090

A/E = After Expiration; AU = Audit; C = While Current/Until Completed; D = Database; DoR = Dept. of Record; E = Electronic/Image; HC = Hard Copy; M = Microfiche/film; P = Permanent; S = Samples; T = Termination

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Records Retention/Disposition Schedule

			RETENTION PERIODS			FORMAT	VITAL	DoR	REMARKS	CITATION
			Active	Inactive	Total	See legend on last page				See legend on last page

800		PUBLIC WORKS								
801		ENGINEERING								
801	01	General Information	2	--	2	HC	--	PW		GC 34090
801	02	Construction Tracking	C	10	C+10	--	Yes	PW	Construction Management held C+10 years after notice of completion	CCP 337.15
801	03	Engineering Designs, Drawings, Traffic Control Plans	C	P	P	E HC	--	PW	Includes street design (e.g. Signs, striping)	GC 34090(a)
801	04	Flood Control	C	2	C+2	--	--	PW	Storm Drains	GC 34090(d)
801	05	Special Districts	C	P	P	--	--	PW	Supporting documents re: improvement, lighting, underground utility; bonds, taxes & construction (i.e. OHH, GHAD, OVP when done)	GC 34090(a)
802		SANITATION – SOLID WASTE – WASTEWATER - RECYCLING						PW		
802	01	General Information	2	--	2	HC	--	PW		GC 34090
802	02	Collections/Landfill	C	2	C+2	HC	--	PW	Daily records, usage, grease traps	GC 34090
802	03	History, Sanitation	2	P	P	HC	--	PW	Where City-owned	GC 34090
802	04	Maintenance and Operations	C	2	C+2	HC	--	PW	Includes work orders, inspections, repairs, reports, backflow, includes recycling inspections & audits	GC 34090
802	05	Maps, Septic Tank	C	P	P	HC	Yes	PW	Location maps	GC 34090
802	06	Rates and Services	C	2	C=2	HC	--	PW		GC 34090
802	07	Recycling Programs	C	2	C+2	HC	--	PW		GC 34090
802	08	Regulations	C	2	C+2	HC	--	PW	Includes legislation on these topics	GC 34090
802	09	Sewer Plumbing Stations	C	2	C+2	HC	--	PW		GC 34090
802	10	Studies and tonnage Reports	C	2	C+2	HC	--	PW		GC 34090
802	11	Sewer and Sewage	C	2	C+2	HC	--	PW	Sewer connections, sewer condition assessment surveys	GC 34090
802	12	Green Programs	C	2	C+2	HC	--	PW	Sustainability, climate change	GC 34090
802	13	Sewer Condition Assessment Surveys/Videos	C	2	C+2	HC	--	PW		GC 34090
803		STREETS – TRAFFIC						PW		
803	01	General Information	2	--	C+2	HC	--	PW	Traffic ordinances relative to (e.g. weight maximum)	GC 34090
803	02	Abandonment/Vacations	2	P	P	HC	--	PW	Supporting documentation and includes temporary construction easement.	GC 34090(a)
803	03	Street Openings and Closures	2	P	P	HC	--	PW		GC 34090
803	04	Easements, Dedications, Right of Way, and other Access Agreements	2	P	P	HC	--	PW	Supporting documentation, includes emergency access and alternate access routes	GC 34090
803	05	Field Books	2	P	P	HC	--	PW		GC 34090

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			Active	Inactive	Total	See legend on last page				See legend on last page
803	06	Intersection Records	C	2	C+2	HC	--	PW	Includes correspondence, volume counts, accidents	GC 34090
803	07	Inventory, Traffic Control Devices	C	2	C+2	D HC	--	PW	Signs, lights, add or remove stop signs	GC 34090
803	08	Landscaping	C	2	C+2	D HC	--	PW	Plants, tree maintenance, work orders	GC 34090
803	09	Lighting	C	2	C+2	D	--	PW	Maintenance, work orders	GC 34090
803	10	Maintenance/Operations	C	2	C+2	D	--	PW	Work orders, inspections, repairs, cleaning, reports, striping etc.	GC 34090
803	11	Traffic Operations	C	P	P	HC	--	PW	Fire hydrants, lighting districts, wheelchair ramps, storm drains, streets, sidewalks	GC 34090
803	12	Traffic Studies	C	10	C+10	D HC	--	PW	Includes analyses and surveys that are studies	GC 34090
803	13	Encroachment Permits	C	P	P	D HC E	Yes	Various	Encroachment permits, street opening permits, driveway permits	GC 34090(a); H&S 19850
803	14	Other Permits	C	2	C+2	D HC	--	PW	Improvement, oversized load, parking, paving, temporary street banners	GC 34090
803	15	Street Naming and Numbering	2	P	P	D	Yes	PW		GC 34090; GC 34090(a)
803	16	Speed Limits	C	2	C+2	E HC	--	PW	Engineering & Traffic Surveys	GC 34090
803	17	Traffic Safety	C	2	C+2	E HC	--	PW	Drivers Education, pedestrian safety, crosswalks, bicycle lanes, traffic calming, safe routes to school, school circulation	GC 34090
803	18	Bridges & Overpasses	C	2	C+2	E HC	--	PW	Life of structure	GC 34090
803	19	Inspection	C	2	C+2	D HC	--	PW	Includes intersection, sidewalks, bridges and overpasses – keep for the life of structure	GC 34090
803	20	Traffic Count – Traffic Data	C	7	C+7	E HC	--	PW	Evaluation of traffic volume, Counts for ADT/Segments, turning movements, bike and pedestrian, LOS Calcs. queuing speed data, collision data, historical trends, origin destination	GC 34090
803	21	Collision Data	C	2	C+2	D	--	PW	Collision database and related information	GC 34090
803	22	Truck Routes and Oversized Vehicles	C	2	C+2	HC	--	PW		GC 34090
803	23	Traffic Signs	C	2	C+2	E HC	--	PW	Log books, index register cards, inventory	GC 34090
803	24	Traffic Signals	C	2	C+2	D HC	Yes	PW	Logs, drawings, wiring diagrams, codes, circuits, installation records, testing & maintenance, traffic signal system, fiber optic comms., timing plans, special event timing, signals, lighted crosswalk warning, flashing beacons, dynamic message signs, signals for other jurisdictions	GC 34090
803	25	Traffic Stripes and Markings	C	2	C+2	D HC	Yes	PW		GC 34090
803	26	Temporary Traffic Control	C	2	C+2	D HC	Yes	PW		GC 34090
803	27	Traffic Calming	C	2	C+2	D HC	Yes	PW		GC 34090
804		UTILITIES								

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804	01	General Information	2	--	2	HC	--	PW		GC 34090
804	02	Facilities	C	2	C+2	E HC	--	PW	If City owned	GC 34090
804	03	Gas & Electric Rates	C	2	C+2	HC	--	FF		GC 34090
804	04	Underground	2	P	P	HC	Yes	PW		GC 34090; GC 4003; GC 4004; H&S 19850
804	05	Water Utilities	2	P	P	HC	Yes	PW	Marina Coast Water, Desalinization plants	GC 34090
805		MAPPING								
805	01	General Information	2	--	2	HC	--	PW		GC 34090
805	02	GIS System	C		C	D	--	PW		GC 34090
805	03	Aerial Photos	C	10	C+10	D E HC	--	PW	Keep in flat files	GC 34090
806		WATER/STORM DRAINAGE/FLOOD CONTROL								
806	01	General Information	2	--	2	HC	--	PW		GC 34090
806	02	Flood Control	C	P	P	HC	Yes	PW	Drainage, flood zones, dams, lakes, creeks	GC 34090
806	03	Flood Control Insurance Programs, Policies, Records	C	2	C+2	HC	--	PW	Includes policies, rules, programs	GC 34090
806	04	Drainage Maps	C	P	P	HC	Yes	PW	Line location, easements	GC 34090
806	05	Drainage Complaints	2	--	2	E HC	--	PW		GC 34090
806	06	Inventory, Equipment	C	2	C+2	E HC	Yes	PW		GC 34090
806	07	Locations	C	P	P	E HC	Yes	PW	Mains, valves, hydrants, wells	GC 34090
806	08	Maintenance & Operations	C	2	C+2	D	--	PW	Work orders, inspections, repairs, cleaning, reports	GC 34090
806	09	Well & Pumping	C	2	C+2	E HC	--	PW	Times operational, power used	GC 34090
806	10	Water Master Plan	C	2	C+2	HC	--	PW		GC 34090
806	11	Permits: NPDES	C	P	P	HC	Yes	PW	National Pollutant Discharge Elimination System (Stormwater permits)	40 CFR 122.28
806	12	Permits: California Regional Water Quality Control Board	C	P	P	HC	Yes	PW	Bilge water discharges, Areas of Special Biological Significance (ASBS)	GC 34090
806	13	Policies and Procedures	C	2	C+2	HC	--	PW		GC 34090
806	14	Rates	C	2	C+2	HC	--	PW		GC 34090
806	15	Reclamation	C	5	C+5	E HC	--	PW	Daily operations	40 CFR 122.41
806	16	Conservation & Consumption Reports	C	2	C+2	HC	--	PW		GC 34090
806	17	Corrosion Control	C	12	C+12	HC	--	PW	Compliance documentation	40 CFR 141.91
806	18	Discharge Monitoring	C	5	C+5	E HC	--	PW	Average amount of pollution discharge into water	40 CFR 122.41

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806	19	Hydrograph	C	P	P	HC	Yes	PW	Daily flow of streams	GC 34090
806	20	Lead Service Lines	C	12	C+12	HC	Yes	PW	Compliance documentation	40 CFR 141.91
806	21	Public Education	C	12	C+12	HC	--	PW	Compliance documentation	40 CFR 141.91
806	22	Quality Parameters	C	12	C+12	HC	--	PW	Compliance documentation	40 CFR 141.91
806	23	Sanitary Surveys	C	10	C+10	HC	--	PW	Compliance documentation	40 CFR 141.91
806	24	Source Water	C	12	C+12	HC	--	PW	Compliance documentation	40 CFR 141.91
806	25	State Certification	C	12	C+12	HC	--	PW	Compliance documentation	40 CFR 141.91
806	26	Variances, Water System	C	5	C+5	HC	--	PW		40 CFR 141.33
806	27	Well Level	C	2	C+2	HC	--	PW		GC 34090
806	28	Surveyor Field Notes	C	P	P	HC	--	PW	Notes preparatory to maps of water installation	GC 34090
806	29	Surveys, Water Systems Sanitary	C	10	C+10	HC	--	PW	Statistics, reports, correspondence	40 CFR 141.33
806	30	Bacteriological Analysis	C	5	C+5	HC	--	PW	Compliance records include location, date, method and results; corrections, analysis of bacterial content	40 CFR 141.33
806	31	Chemical Analysis	C	10	C+10	HC	--	PW	Compliance records include location, date, method and results; corrections, analysis of chemical content	40 CFR 141.33
806	32	Quality	C	12	C+12	HC	--	PW	Compliance Documentation including sampling data, analysis, reports, surveys, evaluation, schedules, etc.	40 CFR 141.91
806	33	Valve Main Records	2	P	P	HC	Yes	PW		GC 34090
806	34	Violations, Drinking Water	C	3	C+3	HC	--	PW	Retention applies to each violation	40 CFR 141.33
807		CAPITAL IMPROVEMENTS AND PMSA FILES								
807	01	General Information	2	--	2	HC	--	PW		GC 34090
807	02	Capital Improvement and PMSA Projects	C	10	C+10	HC	--	PW	Construction/Project related documents	CCP 337.15; GC 34090
807	03	CIP & PMSA Construction Design Plans and Specifications	C	P	P	E HC	Yes	PW		GC 34090; H&S 19850
808		NEIGHBORHOOD IMPROVEMENT PROGRAM (NIP) FILES								
808	01	General Information	2	--	2	HC	--	PW		GC 34090
808	02	NIP Projects	C	10	C+10	HC	--	PW	Construction/Project related documents	CCP 337.15
808	03	NIP Construction Design Plans and Specifications	C	P	P	E HC	Yes	PW		GC 34090; H&S 19850; CCP 337.15
809		PARKS								
809	01	General Information	C	2	C+2	HC	--	PW		GC 34090
809	02	Inventory, Equipment	Au	2	Au+2	E	--	PW	Warranties	GC 34090

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809	03	Maintenance/Operations	C	2	C+2	D	--	PW	Work Orders, inspection, repairs, schedules	GC 34090
809	04	Reports & Studies	C	2	C+2	HC	--	PW	Accidents, Expansion studies, future sites	GC 34090
809	05	Parks Policies, Programs & Procedures	C	2	C+2	E	--	PW	Park rules & regulations and programs and any appeals to the same (e.g. RV Storage)	GC 34090
809	06	Pest Control	C	2	C+2	HC	Yes	PW	Regulations, recommendations, MSDS sheets, monthly use reports, labels	GC 34090
809	07	Districts, Agencies, Organizations	C	2	C+2	HC	--	REC	Correspondence, membership information	GC 34090
809	08	Parks, Playgrounds	C	3	C+3	E	--	PW	Site files, inspection records, repairs	GC 34090
809	09	Plans	C	2	C+2	HC	--	PW	Plans, new sites, expansions	GC 34090
809	10	Recreation Trail	C	2	C+2	HC	--	PW		GC 34090
810		FORESTRY								
810	01	General Information	C	2	C+2	HC	--	PW PL		GC 34090
810	02	Tree Removal Permits	2	3	5	E HC	--	PL	Permits and related correspondence, regulations. This includes request drafted by CDD for tree removal	GC 34090(a); H&S 19850
810	03	Greenbelts – Tree Maintenance	C	3	C+3	E HC	--	PW	Maintenance, Management plan	GC 34090
810	04	Programs, Studies, and Reference Materials	C	2	C+2	HC	--	PW	Studies related to tree health, diseases	GC 34090
811		CITY OWNED VEHICLES								
811	01	General Information	2	--	2	HC	--	PW		GC 34090
811	02	Inventory, Equipment, Parts & Supplies	C	2	C+2	D E HC	Yes	PW	Staff reports to purchase vehicles	GC 34090
811	02	Owner's Manual and Vehicle Information	C	C	C	HC	Yes	PW		GC 34090
811	04	Licenses, Permits	C	2	C+2	HC	Yes	FF	Forms, related documents regarding licenses and permits inquired be federal and state agencies	GC 34090
811	05	Maintenance Operations	C	2	C+2	D HC	--	PW	Related requests for service and work orders	GC 34090
811	06	Fueling	Au	3	Au+3	D HC	--	PW	Meter readings, fuel consumption reports, invoices, receipts	CCP 337
811	07	Accident Reports	3	--	3	HC	--	PW	Memos and working documents	GC 34090
811	08	Vehicle Assignment	C	2	C+2	HC	--	PW	Log books, request forms	GC 34090
812		REGIONAL TRANSPORTATION PLANNING								
812	01	General Information	2	--	2	HC	--	Various		GC 34090
812	02	Monterey Salinas Transit	C	2	C+2	HC	--	Various		GC 34090
812	03	Transportation Agency of Monterey County (TAMC)	C	2	C+2	HC	--	Various	TAMC, Disadvantage Business Enterprise (DBE)	GC 34090
812	04	Taxi Service/Franchise Information	C	10	C+10	HC	--	PD		GC 34090

A/E = After Expiration; AU = Audit; C = While Current/Until Completed; D = Database; DoR = Dept. of Record; E = Electronic/Image; HC = Hard Copy; M = Microfiche/film; P = Permanent; S = Samples; T = Termination

City of Marina
Records Retention/Disposition Schedule

			RETENTION PERIODS			FORMAT	VITAL	DoR	REMARKS	CITATION
			Active	Inactive	Total	See legend on last page				See legend on last page
812	05	Other Jurisdictions	C	2	C+2	HC	--	PW		GC 34090
812	06	Rail and Railroad Services	c	2	C+2	HC	--	PW		GC 34090
812	07	Association of Monterey Bay Area Governments (AMBAG)	C	2	C+2	HC	--	PW	Non-transportation planning AMBAG files go under 706-04	GC 34090
812	08	California Department of Transportation (CalTrans)	C	2	C+2	HC	--	PW	Non-transportation planning CalTrans files go under 706-03	GC 34090
812	09	Local	C	2	C+2	HC	--	PW		GC 34090
812	10	Alternate Transportation	C	2	C+2	HC	--	PW	Relates to rai, transit, bicycle, pedestrian and any other mode of transportation that does not involve travel	GC 34090
900		PUBLIC FACILITIES								
901		PARKING								
901	01	General Information	2	--	2	HC	--	Various		GC 34090
901	02	Regulations	C	2	C+2	E HC	--	Various		GC 34090
901	03	Parking Permit and Programs	C	2	C+2	D	--	PW – Bldg.	Residential and commercial parking permits (parking leases)	GC 34090
901	04	Parking Enforcement	C	2	C+2	D	--	PD-CSO		GC 34090; GC 40215
902		CITY HALL COMPLEX								
902	01	General Information	2	--	2	HC	--	Admin		GC 34090
902	02	City Council Chamber	2	P	P	HC	--	Admin	Systems & General Information	GC 34090
902	03	Facility Rental	2	2	C+2	HC	--	Admin	Council Chamber Rental	GC 34090
903		PUBLIC ART & CULTURAL								
903	01	General Information	C	2	C+2	HC	--	Various		GC 34090
903	02	Public Art	C	--	--	E HC	--	Various	Paintings, sculpture, monuments, music, sound recordings, etc. owned by the City or displayed on City property and reproductions of these items	GC 34090
903	03	Historic Collections	C	--	--	E HC	--	Various	Historic collections and reproductions of such items	GC 34090
904		AIRPORT INFORMATION								
904	01	General Information	2	--	2	HC	--	Air		GC 34090
904	02	Noise Monitoring & Complaints	C	10	C+10	HC	--	Air	Correspondence, studies, memos, reports, log books, and may include reports on contamination/contamination issues.	14 CFR 139.207(b); 14 CFR 171.13 – 171.213
904	03	Reports	C	8	C+8	HC	--	Various	Property damage, accidents, injuries	14 CFR 139.207

City of Marina
Records Retention/Disposition Schedule

			RETENTION PERIODS			FORMAT	VITAL	DoR	REMARKS	CITATION
			Active	Inactive	Total	See legend on last page				See legend on last page

LEGEND										
<u>Citation Codes</u>			<u>Retention Period Codes</u>			<u>Department of Record (DoR) Codes</u>				
B&P – California Business and Professions Code			A/E – After Expiration			Admin – Administration/City Clerk				
CAC – California Administrative Code			Au – Audit			Air – Airport				
CCP – Code of Civil Procedure			C – While Current/Until Completed			Bldg. – Building				
CCR – Code of California Regulations			P – Permanent			CA – City Attorney				
CEQA – California Environmental Quality Act			T – Until Termination			CM – City Manager				
CFR – Code of Federal Regulations						CSO – Community Service Officer				
DSWVP – Disaster Service Worker Volunteer Program						FF – Finance				
EC – California Elections Code			<u>Format Codes</u>			FD – Fire Department				
EEOC – Equal Employment Opportunity Commission			D – Database			HR – Human Resources/Risk Management				
EVID – California Evidence Code			E – Electronic/Image File			IT – Information Technology				
FC – California Finance Code			HC – Hard Copy			PD – Police				
FMLA – Family and Medical Leave Act			M – Microfiche/Film			PL – Planning				
GC – California Government Code			S – Samples			PW – Public Works				
H&S – California Health and Safety Code						REC – Recreation Cultural Service				
IRS – Internal Revenue Service										
LC – California Labor Code										
MCH – Maternal and Child Health Service										
OES – California Office of Emergency Services										
OMB – Federal Office of Management & Budget										
OSHA – Occupational Safety and Health Administration										
PC – Penal Code										
R&T – Revenue and Taxation Code										
UFC – Uniform Fire Code										
USC – United States Code										
VC – California Vehicle Code										
WIC – Welfare and Institutions Code										

When a record may be retained in multiple formats, (indicated as “HC E” or “E HC”), any format may be chosen with neither format considered to be preferable over the other(s).