



AGENDA

Wednesday, February 19, 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

TELECONFERENCE LOCATIONS: ¹

92 Zircon Road
Reno, NV

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.*

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

- 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.
- c. Real Property Negotiations
 - i. Property: Imjin Parkway/Landfill Site, APNs 031-101-039, 031-101-040, 031-101-041 and 031-101-042
 Negotiating Party: County of Monterey and Successor to the Redevelopment Agency of the County of Monterey
 Property Negotiator: City Manager and Finance Director
 Terms: Price and Terms

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 **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 94334-94441, totaling \$77,796.73
Accounts Payable Successor Agency totaling \$95.00

b. MINUTES:

- (1) January 28, 2020, Special Joint City Council and Planning Commission Meeting
- (2) February 4, 2020, 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. 2020-, approving the destruction of 1099 records according to the City's Records Retention Policy covering the calendar years of 1996 to 2013.

g. APPROVAL OF AGREEMENTS

- (1) City Council consider adopting Resolution No. 2020-, approving a Public Improvement Agreement for Sea Haven Phase 3A between the City of Marina and the Contracting Parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., Wathen Castanos Peterson Coastal, LP, and Marina Developers, Inc., and; authorizing the City Manager to execute the Public Improvement Agreement on behalf of the City subject to final review and approval by the City Attorney. ***Continued from February 4, 2020***
- (2) City Council consider adopting Resolution No. 2020-, approving a Conditional Airport Use Permit for Joby Aero, Inc. for use of the middle tarmac and runway at the Marina Municipal Airport for commercial aeronautical-related ground testing activities; and authorizing the City Manager, as the Airport Manager and the Airport Services Manager to execute the Conditional Airport Use Permit on behalf of the City subject to final review and approval by the City Attorney.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

- (1) Monterey Salinas Transit February 10, 2020 Highlights

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

- 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.*
- a. Successor Agency Board consider adopting Resolution No. 2020- (SA-MRA), that approves certain documents for a property tax increment bond issue for the Marina Dunes project, pursuant to pre-existing enforceable obligations, and take various other actions related thereto, and direct the City Manager to return to the Board with the balance of the documents required to complete this transaction, including a preliminary official statement and a bond purchase agreement.
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-, receive a presentation and provide comments on the preliminary concept plan for the park at Sea Haven; and approve the concept plan for the park at Sea Haven; and Approve the allocation of up to \$700,000 from the Park Impact Fee Fund to finance additional park features that are beyond the developers funding commitment for the park, and authorize the Finance Director to make necessary accounting and budgetary entries.
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, February 14, 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, March 3, 2020
Tuesday, March 17, 2020

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

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

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

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

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

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

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

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	May 20, 2020	September 16, 2020
March 18, 2020	June 17, 2020	October 21, 2020
April 15, 2020	July 15, 2020	November 18, 2020
	August 19, 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.

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

AP Check Register 02-07-20

Bank Account: 905 - Chase - Checking

Batch Date: 02/07/2020

Agenda Item: 8a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	02/07/2020	94334	Accounts Payable	Access Options, Inc		282.00
	Invoice		Date	Description		Amount
	220607		01/24/2020	Gas spring 30lb - Unit 608		282.00
Check	02/07/2020	94335	Accounts Payable	Ace Hardware		9.91
	Invoice		Date	Description		Amount
	073293		01/29/2020	Mako Supplies, Water Bottle for Extractor Soap		9.91
Check	02/07/2020	94336	Accounts Payable	Ace Hardware		16.37
	Invoice		Date	Description		Amount
	073294		01/30/2020	40 Redde rags & Cleaner simple green - Traffic Signal		17.46
	073296		01/30/2020	Liquid wrench dry - Traffic Signal		7.64
	073176		01/16/2020	Light Florescent - Returned		(16.38)
	073263		01/27/2020	Smokey beige spray paint - Beach Road_graffiti		7.65
Check	02/07/2020	94337	Accounts Payable	Ace High Designs Inc.		179.08
	Invoice		Date	Description		Amount
	01003206		02/03/2020	(4) Embroidery Shirts/Records Personnel 2/3/20		179.08
Check	02/07/2020	94338	Accounts Payable	Aramark Uniform Service		590.79
	Invoice		Date	Description		Amount
	760635266		01/22/2020	Uniform Service - Public Works Crew		55.88
	760635267		01/22/2020	Uniform Service - Public Works Crew		63.40
	760635268		01/22/2020	Uniform Service - Public Works Crew		41.32
	760635269		01/22/2020	Uniform Service - Public Works Crew		80.54
	760646496		01/29/2020	Uniform Service - Public Works Crew		55.88
	760646497		01/29/2020	Uniform Service - Public Works Crew		171.91
	760646498		01/29/2020	Uniform Service - Public Works Crew		41.32
	760646499		01/29/2020	Uniform Service - Public Works Crew		80.54
Check	02/07/2020	94339	Accounts Payable	Arktos Incorporated		650.63
	Invoice		Date	Description		Amount
	W437		01/08/2020	Airport_Repair Gate 20 at B507		650.63
Check	02/07/2020	94340	Accounts Payable	AT & T		640.95

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Marina, CA

AP Check Register 02-07-20

Bank Account: 905 - Chase - Checking

Batch Date: 02/07/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		Invoice	Date	Description	Amount	
Check	02/07/2020	000014236439	01/27/2020	CALNET3-9391023471 (582-0100)	44.43	
		000014236444	01/27/2020	CALNET3-9391023476 (582-9611)	20.90	
		000014236441	01/27/2020	CALNET3-9391023473 (582-2398)	20.90	
		000014238443	01/27/2020	CALNET3-9391023475 (582-9032)	20.90	
		000014241139	01/28/2020	CALNET3-9391023439 (384-0552)	20.89	
		000014241152	01/28/2020	CALNET3-9391023452 (384-3717)	20.63	
		000014241137	01/28/2020	CALNET3-9391023437 (384-0425)	19.28	
		000014241171	01/28/2020	CALNET3-9391023469 (384-9337)	20.89	
		000014241170	01/28/2020	CALNET3-9391023468 (384-9148)	20.89	
		000014241148	01/28/2020	CALNET3-9391023448 (384-2934)	20.89	
		000014241169	01/28/2020	CALNET3-9391023467 (384-8760)	19.23	
		000014241165	01/28/2020	CALNET3-9391023463 (384-7854)	20.89	
		000014241163	01/28/2020	CALNET3-9391023461 (384-7238)	20.89	
		000014241172	01/28/2020	CALNET3--9391023470 (384-9682)	19.23	
		000014241142	01/28/2020	CALNET3-9391023442 (384-1702)	20.89	
		000014241164	01/28/2020	CALNET3-9391023462 (384-7547)	23.51	
		000014241168	01/28/2020	CALNET3-9391023466 (384-8477)	40.13	
		000014241157	01/28/2020	CALNET3-9391023457 (384-5140)	19.23	
		000014241140	01/28/2020	CALNET3-9391023440 (384-0860)	20.89	
		000014241141	01/28/2020	CALNET3-9391023441 (384-0888)	60.46	
		000014236445	01/27/2020	CALNET3-9391023477 (582-9803)	20.90	
Check	02/07/2020	94341	Accounts Payable	AT&T Billing/384-4718 12/28/19 thru 1/27/20	2,886.35	
				Phone Service for Fire Alarm System_B524	20.89	
				Phone Service for Fire Alarm System_B533	40.13	
				Phone Service for AWOS	40.13	
Branch's Janitorial					22.95	
					Amount	
Check	02/07/2020	227873	01/23/2020	Janitorial Service - CH, Corp Yard, LA, Annex & CC	2,886.35	
		94342	Accounts Payable	California Fire Protection Inc.	4,800.00	
		Invoice	Date	Description	Amount	
Check	02/07/2020	20-11542	01/23/2020	B510_Sprinkler System Work for 5 yr. Inspection-Phase 1	4,800.00	
		94343	Accounts Payable	Carmel Fire Protection Associates	1,800.00	

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Marina, CA

AP Check Register 02-07-20

Bank Account: 905 - Chase - Checking

Batch Date: 02/07/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
	120047			02/02/2020	Plan check for Walmart Remodel	200.00
	120043			02/01/2020	Plan Check for T1 at Walmart	200.00
	120025			01/20/2020	Plan review and inspection at CPAP Svcs, 120 General Stillwell	200.00
	120035			01/24/2020	13D Letter plan and inspection for 488 Hood Way	200.00
	120036			01/24/2020	13D Letter plan and inspection for 490 Hood Way	200.00
	120041			01/24/2020	13D Letter plan and inspection for 486 Hood Way	200.00
	120040			01/30/2020	13D Letter plan and inspection for 482 McKinley Drive	200.00
	120039			01/30/2020	13D Letter plan and inspection for 484 McKinley Drive	200.00
	120038			01/30/2020	13D Letter plan and inspection for 486 McKinley Drive	200.00
Check	02/07/2020	94344	Accounts Payable	Petty Cash		1,983.65
	Invoice			Description		Amount
	01-23-20			01/23/2020	Replenish Petty Cash	1,983.65
Check	02/07/2020	94345	Accounts Payable	City Of Monterey		420.00
	Invoice			Description		Amount
	87032			01/23/2020	HazMat FRO Training for staff (see list)	420.00
Check	02/07/2020	94346	Accounts Payable	Comcast		69.05
	Invoice			Description		Amount
	01-26-20			01/26/2020	Cable Service-Police/Fire 2/4 thru 3/3/20	69.05
Check	02/07/2020	94347	Accounts Payable	Consolidated Electrical Distributors, Inc.		370.87
	Invoice			Description		Amount
	4914-580241			12/30/2019	24VDC WH Occupancy	370.87
Check	02/07/2020	94348	Accounts Payable	Critical Reach		570.00
	Invoice			Description		Amount
	20-301			12/19/2019	Crime Bulletin Service-Usage/2019 & 2020 12/19/19	570.00
Check	02/07/2020	94349	Accounts Payable	CSC of Salinas		242.56
	Invoice			Description		Amount
	000729059			01/27/2020	Reuseable hose end & JIC plug, cap & union - Unit 612	242.56
Check	02/07/2020	94350	Accounts Payable	CSG Consultants		22,910.00
	Invoice			Description		Amount

Marina, CA

AP Check Register 02-07-20

Bank Account: 905 - Chase - Checking

Batch Date: 02/07/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	28613		01/10/2020	CSG Eng: APR 1801 Annual Sts Resurfacing (12/01/19 - 12/27/19)		22,750.00
	28622		01/10/2020	CSG Eng: Staff Augmentation		160.00
	02/07/2020	94351	Accounts Payable	CSUMB		7,831.00
	Invoice		Date	Description		Amount
Check	609716		12/31/2019	OtterNet - Annual Network Svc Fee		7,831.00
	02/07/2020	94352	Accounts Payable	Della Mora Heating, Inc.		165.00
	Invoice		Date	Description		Amount
Check	13315		01/21/2020	Reprogrammed thermostats - Annex Bldg		165.00
	02/07/2020	94353	Accounts Payable	Directv		5.00
	Invoice		Date	Description		Amount
Check	37119820285		01/26/2020	TV Service for Pilot's Lounge		5.00
	02/07/2020	94354	Accounts Payable	Enterprise Rent-A-Car - EAN Services, LLC		238.33
	Invoice		Date	Description		Amount
Check	23784051		01/31/2020	Rental Car 1/31/20		238.33
	02/07/2020	94355	Accounts Payable	First Alarm		439.23
	Invoice		Date	Description		Amount
Check	521641		01/15/2020	Fire Alarm Services_B510		439.23
	02/07/2020	94356	Accounts Payable	First American Title Company		3,000.00
	Invoice		Date	Description		Amount
Check	12814-12814155		10/17/2019	CCIP 2nd Avenue Ext (R5) - Prelim: Survey		3,000.00
	02/07/2020	94357	Accounts Payable	Gavilan Pest Control		1,485.00
	Invoice		Date	Description		Amount
Check	0128184		01/22/2020	Pest Control Svc @ Shoemaker & Locke Paddon Pond		80.00
	0128256		01/22/2020	Pest Control Svc - Preston Park Sports Field		180.00
	0127917		01/31/2020	Airport Pest Control Services		1,150.00
Check	0127918		01/31/2020	Airport Pest Control Services_B504		75.00
	02/07/2020	94358	Accounts Payable	GCS Environmental Equipment Services		75.82
	Invoice		Date	Description		Amount
	20805		01/22/2020	Switch-gutter broom - Unit 599		75.82

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AP Check Register 02-07-20

Bank Account: 905 - Chase - Checking

Batch Date: 02/07/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	02/07/2020	94359	Accounts Payable	Golden Bay Fence Plus Iron Works, Inc.		8,245.00
	Invoice		Date	Description		Amount
	19113-F		11/27/2019	Airport_ Repair of 100' of Fence from Auto Incursion		8,245.00
Check	02/07/2020	94360	Accounts Payable	Goldfarb & Lipman		10,741.60
	Invoice		Date	Description		Amount
	134152		01/21/2020	Professional Services - The Dunes - December 2019		10,123.60
	134151		01/21/2020	Professional Services - General Files - December 2019		618.00
Check	02/07/2020	94361	Accounts Payable	Graniterock/Pavex Construction		835.76
	Invoice		Date	Description		Amount
	1219330		01/25/2020	Granite Patch 50		835.76
Check	02/07/2020	94362	Accounts Payable	Jeff Katz Architectural Corp.		721.05
	Invoice		Date	Description		Amount
	19427		12/31/2019	JKA Arch - Marina Sports Center		721.05
Check	02/07/2020	94363	Accounts Payable	Junk King Monterey Bay		1,196.00
	Invoice		Date	Description		Amount
	JK1327282		11/26/2019	B554_Junk Removal - Clean Up of Box Hangar Unit A-7		1,196.00
Check	02/07/2020	94364	Accounts Payable	Keyser Marston Associates		30,680.00
	Invoice		Date	Description		Amount
	0034253		01/15/2020	Professional Services - The Dunes		30,680.00
Check	02/07/2020	94365	Accounts Payable	Kirtley Overhead Door Co.		5,292.90
	Invoice		Date	Description		Amount
	36523B		11/25/2019	Overhead door repair - Corp Yard		5,292.90
Check	02/07/2020	94366	Accounts Payable	KP Public Affairs, LLC		10,000.00
	Invoice		Date	Description		Amount
	40104		12/31/2019	Professional Services - MPW/SP December 2019		10,000.00
Check	02/07/2020	94367	Accounts Payable	L.N. Curtis & Sons		419.68
	Invoice		Date	Description		Amount
	INV355384		01/23/2020	5 Gal Citro Squeeze PPE/Turnout Cleaner		167.31
	INV354169		01/20/2020	Charger Cradle Assy, Altairs 5, Vehicle		252.37

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	02/07/2020	94368	Accounts Payable	La Sirenita Tree Service		1,500.00
	Invoice		Date	Description		Amount
	01-20-20		01/20/2020	B507_Remove Small Tree, Tree Trimming & Grind Stump		1,500.00
Check	02/07/2020	94369	Accounts Payable	League of California Cities		8,896.00
	Invoice		Date	Description		Amount
	628293		01/01/2020	2020 Annual Membership Dues		8,896.00
Check	02/07/2020	94370	Accounts Payable	Liebert Cassidy Whitmore		2,852.50
	Invoice		Date	Description		Amount
	1491249		12/31/2019	Case #MA130-00034		2,852.50
Check	02/07/2020	94371	Accounts Payable	Marina Coast Water District		2,532.68
	Invoice		Date	Description		Amount
	000056094 012420		01/24/2020	000056 094 2660 5th Ave (12/21/19 - 01/24/20)		395.24
	000056045 012420		01/24/2020	000056 045 - 3100 Preston Park Irrig (12/21/19 - 01/24/20)		155.64
	000056046 012420		01/24/2020	000056 046 - 3100 Preston Park Bldg (12/21/19 - 01/24/20)		138.10
	012016000 012420		01/24/2020	012016 000 - 199 Paddon Pl Locke Paddon (12/21/19 - 01/24/20)		46.94
	000056001 011720		01/17/2020	000056 001 - 209-13 Cypress (12/14/19 - 01/17/20)		93.21
	000056021 011720		01/17/2020	000056 021 - Ctr Med Res Rd-Post Off (12/14/19 - 01/17/20)		33.32
	000056020 011720		01/17/2020	000056 020 - 304 Hillcrest Ave, Teen Ctr (12/14/19 - 01/17/20)		103.97
	000056019 011720		01/17/2020	000056 019 - 211 Hillcrest Ave, Comm Ctr (12/14/19 - 01/17/20)		933.84
	000056018 011720		01/17/2020	000056 018 - 208 Palm Ave, Fire Stat (12/14/19 - 01/17/20)		144.08
	000056024 011720		01/17/2020	000056 024-Ctr Med Del Mnt Blvd & Palm Ave (12/14/19 - 01/17/20)		80.67
	000056022 011720		01/17/2020	000056 022 - Ctr Med & Row Del Monte (12/14/19 - 01/17/20)		33.32
	000056016 011720		01/17/2020	000056 018 - 208 Palm Ave, Fire Station (12/14/19 - 01/17/20)		33.32
	000056017 011720		01/17/2020	000056 017 - 208 A Palm Ave, Fire Station (12/14/19 - 01/17/20)		73.30
	000056027 011720		01/17/2020	000056 027 - Center Med & ROW Calif Ave (12/14/19 - 01/17/20)		36.63
	000056005 011720		01/17/2020	000056 005 - Calif and Patton (12/14/19 - 01/17/20)		80.67
	000056007 011720		01/17/2020	000056 007 - Califor Ave Landscape (12/14/19 - 01/17/20)		80.67
	000056025 011720		01/17/2020	000056 025 - 327 Reind- Los Arb ports Comp (12/14/19 - 01/17/20)		69.76
Check	02/07/2020	94372	Accounts Payable	Martin's Irrigation Supply		194.71
	Invoice		Date	Description		Amount
	560315		01/31/2020	Rubber kit		194.71

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	02/07/2020	94373	Accounts Payable	Maynard Group Inc.		919.88
	Invoice		Date	Description		Amount
	P253767		02/01/2020	Platinum service Maintenance Coverage/Citywide 2/1/20		919.88
Check	02/07/2020	94374	Accounts Payable	Monterey County Petroleum		4,394.98
	Invoice		Date	Description		Amount
	334673		01/17/2020	Unleaded Fuel (1500 gal)		4,394.98
Check	02/07/2020	94375	Accounts Payable	Monterey Peninsula Engineering		245,238.40
	Invoice		Date	Description		Amount
	11-04		11/20/2019	MPE - 2019 Citywide Street Repair Project		245,238.40
Check	02/07/2020	94376	Accounts Payable	Monterey Tire Service		53.53
	Invoice		Date	Description		Amount
	1-93239		01/27/2020	Disposal Fee		53.53
Check	02/07/2020	94377	Accounts Payable	National Demographics, Inc.		21,000.00
	Invoice		Date	Description		Amount
	2020-7		01/29/2020	Professional Services - Election Districting		21,000.00
Check	02/07/2020	94378	Accounts Payable	Natividad Medical Center		31.00
	Invoice		Date	Description		Amount
	01-29-20		01/29/2020	Blood Alcohol-V719986119/T.Hawkins 12/21/19		31.00
Check	02/07/2020	94379	Accounts Payable	O'Reilly Auto Parts		21.84
	Invoice		Date	Description		Amount
	2631-497363		01/23/2020	Camouflage		21.84
Check	02/07/2020	94380	Accounts Payable	Office Depot		145.62
	Invoice		Date	Description		Amount
	434165695001		01/27/2020	Office Supplies-Finance		9.29
	434165694001		01/27/2020	Office Supplies-Finance		136.33
Check	02/07/2020	94381	Accounts Payable	Office Depot		256.69
	Invoice		Date	Description		Amount
	428364563001		01/15/2020	Tabs		4.72
	428364564001		01/14/2020	Markers, Toners & sharpies		251.97

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	02/07/2020	94382	Accounts Payable	Pacific Gas & Electric		22,543.82
	Invoice		Date	Description		Amount
	533-8.JAN20		01/28/2020	PG&E - 2253666533-8		98.65
	533-8.SEP19		09/25/2019	PG&E - 2253666533-8		88.22
	098-7.JAN20		01/21/2020	Utilities_B524		937.41
	103-6.JAN20		01/21/2020	Utilities_B507		5,849.11
	288-5.JAN20		01/21/2020	Utilities_B520 &B529		958.62
	347-0.JAN20		01/21/2020	Utilities_B519		243.66
	415-6.JAN20		01/21/2020	Utilities_B504		44.19
	451-7.JAN20		01/21/2020	Utilities_B554		158.24
	694-1.JAN20		01/21/2020	Utilities_B533		1,203.52
	483-6.JAN20		01/27/2020	PG&E - 3982644483-6		10,447.25
	683-2.JAN20		01/29/2020	PG&E 6217294683-2		1,523.58
	362-9.JAN20		01/29/2020	PG&E - 5996678362-9		97.51
	172-2.JAN20		01/29/2020	PG&E - 5618207172-2		528.30
	272-1.JAN20		01/29/2020	PG&E - 2862559272-1		45.27
	795-7.JAN20		01/31/2020	PG&E - 4467294795-7		320.29
Check	02/07/2020	94383	Accounts Payable	Peninsula Messenger LLC		320.00
	Invoice		Date	Description		Amount
	190302		01/31/2020	Courier Service/Records 1/31/20		320.00
Check	02/07/2020	94384	Accounts Payable	Peninsula Welding & Medical Supply		85.48
	Invoice		Date	Description		Amount
	195711		01/21/2020	Wheel zip		85.48
Check	02/07/2020	94385	Accounts Payable	PF Distribution Center Inc.		3,378.37
	Invoice		Date	Description		Amount
	31268		01/29/2020	Power Led Flares		3,378.37
Check	02/07/2020	94386	Accounts Payable	Pinnacle Healthcare		38.48
	Invoice		Date	Description		Amount
	X263819R2_5		01/21/2020	Pinnacle Healthcare - Pre Emp Px		38.48
Check	02/07/2020	94387	Accounts Payable	Reserve Account - Pitney Bowes		1,500.00
	Invoice		Date	Description		Amount

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	02-03-20			Postage Meter Refill		1,500.00
	02/07/2020	94388	Accounts Payable	Ryan Ranch Printers		103.22
	Invoice		Date	Description		Amount
Check	21538		01/27/2020	CalVCB Cards/Investigations 1/27/20		103.22
	02/07/2020	94389	Accounts Payable	Safety-Kleen Corp.		218.50
	Invoice		Date	Description		Amount
Check	81983423		01/16/2020	30G parts washer - solvent		218.50
	02/07/2020	94390	Accounts Payable	Salinas Valley Ford		967.74
	Invoice		Date	Description		Amount
Check	10387		01/23/2020	Damper SPO, screen & gasket - Unit 597		109.56
	10386		01/23/2020	Rotor, pad & kit - Unit 612		502.75
	64580		01/24/2020	Multi point inspection and battery - Unit 889		355.43
Check	02/07/2020	94391	Accounts Payable	Sierra Springs & Alhambra		214.47
	Invoice		Date	Description		Amount
Check	14225799 011320		01/13/2020	Annex - Sierra Spring - Water Svc		124.96
	7266038 012420		01/24/2020	Water Cooler Rental and Replacement Water		50.50
	9696351 011820		01/18/2020	Corp Yard - Sierra Spring - Water Svc		39.01
Check	02/07/2020	94392	Accounts Payable	Suburban Propane		2,315.46
	Invoice		Date	Description		Amount
Check	1602-110359		01/31/2020	Propane Gas- CW		2,315.46
	02/07/2020	94393	Accounts Payable	Taygeta Scientific, Inc.		2,000.00
	Invoice		Date	Description		Amount
Check	000423-R-0014		02/01/2020	Network Defense/FEB20		2,000.00
	02/07/2020	94394	Accounts Payable	TechRx Technology Services		12,003.24
	Invoice		Date	Description		Amount
Check	8297		12/31/2019	HP Office Jet Pro 6978 Printer - Corp Yard		108.74
	8329		01/31/2020	Amazon Glacier Terabyte Storage - Dec 2019-Feb 2020		1,109.25
	8286		01/31/2020	(2) HP Desktop i5-8gb-256SSD - Police County		2,188.75
	8307		02/01/2020	Veeam Virtual Backup Monthly Subscription - Feb 2020		324.00
	8314		02/01/2020	Ninite Monthly Subscription - February 2020		112.50

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	8334			IT Support - January 2020		8,160.00
	02/07/2020	94395	Accounts Payable	Telemetrix		2,675.00
	Invoice		Date	Description		Amount
Check	3859			Gate 11_ Replace MGT Transmitter at B520		300.00
	3858			All Gates_ Inspection, Battery Changes & Cleaning/Lubricating		2,375.00
	02/07/2020	94396	Accounts Payable	United Site Services		215.03
Check	114-9701531					Amount
	02/07/2020	94397	Accounts Payable	Toilet Rentals - Corner Beach Rd - De Forest		215.03
	Invoice		Date	Description		Amount
Check	220197			Edger blade & carburtetor - Unit 224		104.31
	220382			12" Com. chain & round c/saw file - Unit 162		40.19
	02/07/2020	94398	Accounts Payable	Verizon Wireless		2,529.71
Check	9846606307					Amount
	9846535995			PW Crew, Airopot & Bldg Insp - Cell Phones		514.60
	9847074201			Cell Phone Service/PD 12/19/19 thru 1/18/20		1,496.39
Check	9846592877			FD Mobile Charges - December 26, 2019 - January 25, 2020		304.88
	9846532745			Cell Phone Service/Nieto 12/19/19 thru 1/28/20		38.01
	9846603218			Cell Phone Service/Anderson 12/19/19 thru 1/18/20		38.01
Check	02/07/2020	94399	Accounts Payable	Cell Phone Service/Patrol 12/19/19 thru 1/28/20		137.82
	Invoice		Date	Description		Amount
	1903213			Wald, Ruhnke & Dost Architects, LLP		6,865.14
Check	02/07/2020	94400	Accounts Payable	Council Chambers Remodel (12/01/19 - 12/31/19)		6,865.14
	Invoice		Date	Description		Amount
	63442866			Wex Bank		433.92
Check	02/07/2020	94401	Accounts Payable	Gas Billing 1/23/20		433.92
	Invoice		Date	Description		Amount
	2185986			Zoom Imaging Solutions		287.50
Check	2186778			MeterRead Maintenance/PD 1/26/20		42.66
	Invoice		Date	Description		Amount
	2186778			Toner/Patrol 1/28/20		10.99

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	2185532			MeterRead Maintenance/Patrol 1/25/20		233.85
	02/07/2020	94402	Accounts Payable	Vision Service Plan		1,916.04
	Invoice		Date	Description		Amount
EFT	02-01-20		02/01/2020	103 - Vision EE*		1,768.55
	02-01-20.		02/01/2020	VSP Adjustment (02/2020)		147.49
	02/07/2020	613	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	4,465.00
	Invoice		Date	Description		Amount
	20-03		01/31/2020	Services 01-21/01-30-20		4,465.00
905 Chase - Checking Totals:						
Checks: 69						\$468,587.03
EFTs: 1						\$4,465.00
Transactions: 70						
						\$473,052.03

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	02/14/2020	94403	Accounts Payable	Ace Hardware		48.58
	Invoice		Date	Description		Amount
	073366		02/05/2020	Drill Bits and screws		48.58
Check	02/14/2020	94404	Accounts Payable	Ace Hardware		27.48
	Invoice		Date	Description		Amount
	073390		02/06/2020	Cleaning Supplies/Patrol 2/6/20		27.48
Check	02/14/2020	94405	Accounts Payable	Ace Hardware		181.18
	Invoice		Date	Description		Amount
	073397		02/07/2020	4" Yellow ultra light		2.17
	073392		02/07/2020	Fasteners		7.39
	073376		02/06/2020	Fasteners & lube triflow 6oz spray		20.48
	073344		02/04/2020	Keykraft #2026		2.61
	073357		02/05/2020	Rivet & Rivett tool - Sign repair		52.19
	073351		02/05/2020	Tape - Annex Backflow		1.63
	073375		02/06/2020	Fasteners		6.29
	073367		02/05/2020	Drawer lock - Unit 612		17.46
	073362		02/05/2020	Flat HR PLN - Unit 893		70.96
Check	02/14/2020	94406	Accounts Payable	American Supply Co.		68.83
	Invoice		Date	Description		Amount
	0146399		01/15/2020	Black liners 500 count		68.83
Check	02/14/2020	94407	Accounts Payable	Aramark Uniform Service		246.51
	Invoice		Date	Description		Amount
	760657603		02/05/2020	Uniform Service - Public Works Crew		55.88
	760657604		02/05/2020	Uniform Service - Public Works Crew		68.77
	760657605		02/05/2020	Uniform Service - Public Works Crew		41.32
	760657606		02/05/2020	Uniform Service - Public Works Crew		80.54
Check	02/14/2020	94408	Accounts Payable	AT & T		178.37
	Invoice		Date	Description		Amount
	01-27-20		01/27/2020	AT&T Billing/U-Verse (Phone System Backup) 1/27/20		159.83
	02-01-20		02/01/2020	AT&T Billing/Airport 2/1 thru 2/29/20		18.54

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	02/14/2020	94409	Accounts Payable	Avenu MuniServices		2,275.00
	Invoice		Date	Description		Amount
	INV06-007949	12/31/2019	CAFR Report			2,275.00
Check	02/14/2020	94410	Accounts Payable	Bound Tree Medical		2,410.55
	Invoice		Date	Description		Amount
	83482630	01/22/2020	Medical Supplies			211.63
	83496213	02/04/2020	Medical Supplies			2,198.92
Check	02/14/2020	94411	Accounts Payable	California Department of Justice		130.00
	Invoice		Date	Description		Amount
	430890	02/05/2020	Live Scan Results January 2020			130.00
Check	02/14/2020	94412	Accounts Payable	Cintas Corporation		122.11
	Invoice		Date	Description		Amount
	4042167155	02/07/2020	Mat Service City Hall			50.94
	4042167121	02/07/2020	Mat Service-Police/Fire 2/7/20			71.17
Check	02/14/2020	94413	Accounts Payable	Consolidated Electrical Distributors, Inc.		1,892.08
	Invoice		Date	Description		Amount
	4914-578348	10/22/2019	Bldg & Grnd - material & supply - VD Park			192.32
	4914-579477	11/27/2019	Bldg & Grnd - material & supply - Community Center			1,699.76
Check	02/14/2020	94414	Accounts Payable	CSC of Salinas		324.32
	Invoice		Date	Description		Amount
	000729328	01/28/2020	1/4" MPT auto body brass			81.76
	0000729059	01/27/2020	JIC Cap & plug - Unit 612			242.56
Check	02/14/2020	94415	Accounts Payable	Fastenal Company		1.99
	Invoice		Date	Description		Amount
	CASEA97667	01/24/2020	Conn link - Unit 612			1.99
Check	02/14/2020	94416	Accounts Payable	Gavilan Pest Control		77.00
	Invoice		Date	Description		Amount
	0128832	02/04/2020	Gavilan Pest Control - Comm Ctr			77.00
Check	02/14/2020	94417	Accounts Payable	H. Frederick Seigenfeld dba Seige Law		5,000.00

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	02-07-20			Calif. Voting Rights Act "Settlement"		5,000.00
	02/14/2020	94418	Accounts Payable	International Association of Fire Chiefs		310.00
Check	Invoice			Description		Amount
	000059618			IAFC Membership for Chief Doug McCoun - 04/01/20 - 03/31/2021		310.00
	02/14/2020	94419	Accounts Payable	Kimley-Horn & Associates		232,981.05
Check	Invoice			Description		Amount
	097789006-0919			Prelim Eng - CCIP R46B: Imj Pkwy Wide Proj (09/01/19 - 09/30/19)		103,790.58
	097789006-1019			Prelim Eng - CCIP R46B: Imj Pkwy Wide Proj (10/01/19 - 10/31/19)		94,779.84
Check	Invoice			Description		Amount
	97789006-1119			Prelim Eng - CCIP R46B: Imj Pkwy Wide Proj (11/01/19 - 11/30/19)		34,410.63
	02/14/2020	94420	Accounts Payable	L.N. Curtis & Sons		460.42
Check	Invoice			Description		Amount
	INV356541			Blue Synthetic Oil		118.00
	INV358781			White Wildfire Helmet		72.42
Check	Invoice			Description		Amount
	02/14/2020	94421	Accounts Payable	Travel & Labor - Repair Mako Compress ASME Storage		270.00
	02/14/2020	94421	Accounts Payable	Lexis Nexis Risk Solutions		150.00
Check	Invoice			Description		Amount
	20200131			Data Retrieval/Investigations 1/1 thru 1/31/20		150.00
	02/14/2020	94422	Accounts Payable	Marina Coast Water District		1,856.98
Check	Invoice			Description		Amount
	000056086 011020			000056 086 - Center Median 3208 Cresc (12/07/19 - 01/10/20)		24.51
	000056034 011020			000056 034 - 3240 DeForest - Windy Hill Pk (12/07/19 - 01/10/20)		112.33
Check	Invoice			Description		Amount
	000056011 011020			000056 011 - Tate Park 3254 Del Monte (12/07/19 - 01/10/20)		475.85
	000056084 011020			000056 084 - Ctr Med 3172 Cresc- Shuler (12/07/19 - 01/10/20)		24.51
Check	Invoice			Description		Amount
	000056032 011020			000056 032 - Cresc Ave/Costa Mont Bay Esta(12/07/19 - 01/10/20)		54.42
	000056035 011020			000056 035 - Cardoza/Reser Rd. - Tate Pk (12/07/19 - 01/10/20)		348.25
Check	Invoice			Description		Amount
	000056014 011020			000056 014 - VD Park 3200 Del Monte Blvd (12/07/19 - 01/10/20)		308.72
	000056008 011020			000056 008 - Reservation Rd & Del Monte (12/07/19 - 01/10/20)		24.51
Check	Invoice			Description		Amount
	000056015 011020			000056 015 - Cypress Cove II (12/07/19 - 01/10/20)		54.42
	000056030 011020			000056 030 - Ctr Med. Reserv- Ramada Inn (12/07/19 - 01/10/20)		33.06
Check	Invoice			Description		Amount
	000056085 011020			000056 085 - Center Medn 3192 Cresc Ave (12/07/19 - 01/10/20)		24.51

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	000056087	011020	01/10/2020	000056 087 - Center Median 3218 Cresc (12/07/19 - 01/10/20)		24.51
	000056061	012420	01/24/2020	000056 061 - Seaside Ct. & Reservation Rd (12/21/19 - 01/24/20)		71.98
	000056090	012420	01/24/2020	000056 090 - Locke Padd Park (12/21/19 - 01/24/20)		55.28
	000056040	012420	01/24/2020	000056 040 - Center Median Hilo Ave (12/21/19 - 01/24/20)		24.91
	000056006	012420	01/24/2020	000056 006 - 188 Seaside Circle (12/21/19 - 01/24/20)		33.58
	000056042	012420	01/24/2020	000056 042 - 3040 Lake Dr-Animal Shelter (12/21/19 - 01/24/20)		98.00
	000056028	012420	01/24/2020	000056 028 - ROW Calif Ave and Jerry (12/21/19 - 01/24/20)		63.63
	02/14/2020	94423	Accounts Payable	Martin's Irrigation Supply		792.99
	Invoice		Date	Description		Amount
	560473		02/04/2020	Febco 825Y lead free - Annex backflow		792.99
Check	02/14/2020	94424	Accounts Payable	MNS Engineering, Inc.		4,333.39
	Invoice		Date	Description		Amount
Check	02/14/2020	94425	Accounts Payable	Del Monte Blvd & Patton Pkwy Ext Proj (12/01/19 - 12/31/19)		4,333.39
	Invoice		Date	Description		Amount
Check	699251		01/29/2020	Veh - Maint Parts & Supply - Unit 612		24.24
	699153		01/29/2020	Veh - Maint Parts & Supply - Unit 862		26.43
	699356		01/29/2020	Veh - Maint Parts & Supply - Unit 862		10.12
	697066		01/21/2020	Veh - Maint Parts & Supply - Credit Memo		(2.44)
	696997		01/21/2020	Veh - Maint Parts & Supply - Unit 612		24.99
	694691		01/13/2020	Veh - Maint Parts & Supply - Unit 898		18.40
	697005		01/21/2020	Veh - Maint Parts & Supply - Unit 597		4.76
	701579		02/06/2020	Veh - Maint Parts & Supply - Unit 888		69.90
	701560		02/06/2020	Veh - Maint Parts & Supply - Unit 593		15.73
	696825		01/21/2020	Veh - Maint Parts & Supply - Unit 597		31.91
	694982		01/14/2020	Veh - Maint Parts & Supply - Unit 612		19.22
	699607		01/30/2020	Veh - Maint Parts & Supply - Unit 612		114.18
	02/14/2020	94426	Accounts Payable	Monterey County Convention & Visitors Bureau		27,037.89
	Invoice		Date	Description		Amount
	Nov 2019		02/05/2020	Nov 2019 TID		14,355.00
	Dec 2019		02/05/2020	Dec 2019 TID		12,682.89

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Marina, CA

AP Check Register 02-14-20

Bank Account: 905 - Chase - Checking

Batch Date: 02/14/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	02/14/2020	94427	Accounts Payable	My Jeep Chrysler Dodge		145.70
	Invoice		Date	Description		Amount
	215411JER		02/06/2020	Rotor Bra - Unit 888		145.70
Check	02/14/2020	94428	Accounts Payable	New Image Landscape Co.		6,660.00
	Invoice		Date	Description		Amount
	114868		12/31/2019	Landscaping		2,140.00
	112814-1		07/31/2019	Landscaping		80.00
	113148-1		08/31/2019	Landscaping		80.00
	113509-1		09/30/2019	Landscaping		80.00
	114121		10/31/2019	Landscaping		2,140.00
	117386		01/31/2020	Landscaping		2,140.00
Check	02/14/2020	94429	Accounts Payable	Overhead Door Company		400.87
	Invoice		Date	Description		Amount
	1035-8183		01/29/2020	Repaired roll up door in Fire Bay.		400.87
Check	02/14/2020	94430	Accounts Payable	Peninsula Messenger LLC		148.00
	Invoice		Date	Description		Amount
	190271		01/31/2020	Daily Deposit pick-up/Jan20		148.00
Check	02/14/2020	94431	Accounts Payable	Pinnacle Healthcare		1,146.00
	Invoice		Date	Description		Amount
	166040		01/29/2020	Pinnacle Healthcare - Pre Emp Px		944.00
	166480		01/30/2020	Pinnacle Healthcare - Pre Emp Px		202.00
Check	02/14/2020	94432	Accounts Payable	Pure H2O		114.69
	Invoice		Date	Description		Amount
	12265		02/01/2020	Water Cooler Service-Police/Fire 2/1/20		114.69
Check	02/14/2020	94433	Accounts Payable	Quill Corporation		682.56
	Invoice		Date	Description		Amount
	4302976		01/27/2020	Standing Mat/Records 1/27/20		99.54
	4295977		01/24/2020	Office Supplies/Records 1/24/20		250.95
	4296402		01/24/2020	Office Supplies/Records 1/24/20		167.77
	4610200		02/06/2020	Office Supplies/Records 2/6/20		51.41

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Marina, CA

AP Check Register 02-14-20

Bank Account: 905 - Chase - Checking

Batch Date: 02/14/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	4611562			Office Supplies/Records 2/6/20		112.89
	02/14/2020	94434	Accounts Payable	REDI Driver Inc.		349.00
	Invoice		Date	Description		Amount
Check	10676			Guide tube for larger U channel & square - Unit 219		349.00
	02/14/2020	94435	Accounts Payable	Salinas Valley Ford		1,164.17
	Invoice		Date	Description		Amount
	100883			PBE Hydro boost - Unit 5462		343.97
	101036			Core - Returned		(81.94)
	100925			Disc brake pad set - Unit 612		332.10
	100744			Radiator & thermostat - Unit 899		213.03
	100923			Cabin Filter - Unit 612		54.63
	100912			Filter ASM - Oil & filter - pass COM - Unit 612		50.15
	101543			Alternator - Unit 882		252.23
	02/14/2020	94436	Accounts Payable	Santa Clara County Sheriff's Office		597.86
	Invoice		Date	Description		Amount
	1800071703			COPLINK South Bay Info Sharing System 1/1 thru 12/31/19		597.86
Check	02/14/2020	94437	Accounts Payable	SpeakWrite		289.90
	Invoice		Date	Description		Amount
	31500b48			Transcription Service/Patrol January 2020		289.90
Check	02/14/2020	94438	Accounts Payable	Toshiba Financial Services		1,988.01
	Invoice		Date	Description		Amount
	403853807			Copier Maintenance/Records 12/29/19 thru 1/29/20		770.41
	406170480			Copier Maintenance/Records 1/29 thru 2/29/20		770.41
	405867557			Copier Maintenance/Patrol 2/24/20		447.19
	02/14/2020	94439	Accounts Payable	Vapor Cleaners, Inc.		103.28
Check	Invoice		Date	Description		Amount
	01-010039			Turnout Dry Cleaning for Ashley Sardina		13.01
	01-010038			Dryclean Turnout, liner, hood and gloves for Ashley Sardina		40.80
	01-013169			Dryclean Turnout and liner for Jason Alamares		25.50
	01-013171			Dryclean Turnout, EMT Jacket & Wildland Gear for Jason Alamares		23.97

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Marina, CA
AP Check Register 02-14-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 02/14/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	02/14/2020	94440	Accounts Payable	Premier Access Insurance - Dept. 34114		234.50
	Invoice		Date	Description		Amount
Check	02-01-20		02/01/2020	Prem Access Adm Fee (02/2020)		234.50
	02/14/2020	94441	Accounts Payable	Premier Access Insurance		4,456.00
	Invoice		Date	Description		Amount
	02-01-20		02/01/2020	101 - Dental EE+1*		4,804.92
	02-01-20.		02/01/2020	Dental Claim (02/2020)		(348.92)
905 Chase - Checking Totals:						\$299,744.70
Checks: 39						\$299,744.70
Transactions: 39						

Marina, CA

SA Check Register 02-07-20

Bank Account: 921 - Chase - Successor Agency

Batch Date: 02/07/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 921 - Chase - Successor Agency						
EFT	02/07/2020	28	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	95.00
	Invoice		Date	Description		Amount
	20-03 SA		01/31/2020	Services 01-21/01-30-20		95.00
921 Chase - Successor Agency Totals:						\$95.00
EFTs: 1						\$95.00
Transactions: 1						



DRAFT

Agenda Item: **8b(1)**
City Council Meeting of
February 19, 2020

MINUTES

Tuesday, January 28, 2020

6:00 P.M. Open Session

**SPECIAL JOINT MEETING OF CITY COUNCIL
AND PLANNING COMMISSION**

Council Chambers
211 Hillcrest Avenue
Marina, California

TELECONFERENCE LOCATIONS:¹

989 Mohawk Lane
Scottsdale, AZ 85255

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

MEMBERS PRESENT: Council Members: Frank O'Connell, Mayor Pro Tem/Vice Chair Gail Morton, Mayor/Chair Bruce C. Delgado

MEMBERS ABSENT: Lisa Berkley (Excused), Adam Urrutia (Excused)

MEMBERS PRESENT: Planning Commission Members: Thomas Mann, Brian McCarthy, Victor Jacobsen, Katherine Biala

MEMBERS ABSENT: Jeffrey Weekley, David Bielsker, Chairperson David Burnett

The Planning Commission did not achieve a quorum for this meeting and will participate and public members. They may make their comments and questions under Public Comments when asked.

Robert Rathie, Assistant City Attorney reported out on the separate Closed Session meeting: Council met in Closed Session earlier this evening in a separate special meeting. During that meeting the Council considered the items listed on the agenda, received information and provided direction on all those items and no reportable action was taken this evening in the Closed Session.

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

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

4. OTHER ACTIONS:

- a. City Council hold a joint public workshop (Workshop #4) with the Planning Commission on the Local Coastal Plan update, receive the draft Local Coastal Land Use and Implementation Plan amendments to address the sea level rise and coastal erosion, and provide direction to Staff

Update provided by Christy Hopper, Planning Services Manager and Dave Rebel of Rebel Coastal:

Council Questions: Opportunistic Sand Use Program is mentioned throughout the document, do you there is a need for cleanup language so that that sand use program is consistently referred to (i.e. sediment, sand, beach compatible sediment) to make it more consistent? What would not- beach compatible sand/material be used for? Is Marina able to reject storing anything that is not compatible with our ultimate use of sand replenishment? If in fact, we were in agreement that this program might be beneficial to the two sites you've identified (Cemex site and Reservation Road site) would we be able to restrict that we would only store sand at those two sites to be utilized at those two sites? The 400,000 cubic yards coming from Seaside, if that is the type of sand, we would use is that sufficient that at the time when that happens to be used at the end of Reservation Road immediately and does it give us benefit? Page 213, Sec 2.3 of the Plan – Literal Cell and Sediment budget, overall future net loss – is there a problem or do we expect when the sand mine is gone our beach supply of sand will be ok? On pages 614, 615 possible trigger – when do those triggers become official or selected triggers or mandatory triggers or will they always remain possible? When does the implementation plan get drafted? What is the construction going on along Dunes Drive? Does this contraction site have to do anything as a result of tonight's topic? AS we are going through and establishing reactions to hazards or corrective/preventive actions, has somebody proofed the totality of our local coastal plan to make sure what's coming into here would be consistent and that the older portion of the plan would be updated with these additional restrictions? Protection of Life and Property throughout the document – would the strategy also include to protect our habitat, our ESHA property? If no permit is applied for, how do we impose these conditions and making sure these hazardous triggers are going to be addressed? Tsunami Incident Response Plan – does that plan cover the entire city or just the area which would be considered a threat to a tsunami? Is there a need to update the existing tsunami plan even though there is not a threat? Why do we have tsunami signs posted if there is no threat? Overall, can we make small tweaks/comments to this document? With this nourishment project and following up on several questions – can a private landowner make claim to this replenishment sand and put it to where they want to? It the tool there that that isn't going to happen. So, the strategy or reservation of rights to accept, reject, modify that exists currently and that that doesn't need to be incorporated in this document in any way even though the replenishment is listed as a potential remediation, correct?

Public Comments:

- Kathy Biala – Monterey Replenishment Program, it's clear in the document that the stated objective is primarily to restore the beach in Monterey. It was stated that this is a regional program, but our city did not know about this program until the last hearing and now sees many references to this Opportunistic Sand Use Program. If it's a regional program, why has Marina not been involved? Stated the CEQA review document is currently out for public review and any project would then be approved by the city leveraging the CEQA and design work already completed. Has the City responded to this CEQA review document? Pg. 62 states that Marina has healthy beaches, accessible year-round and based on past coastal management decisions and land use planning has chance to maintain beaches that could thriving coastal ecotourism economy into the future. Does not want us to feel that this program is designed for us and we have the remediation still in process, which is the Cemex settlement agreement and will protect our ESHA and establish all of the former glory of that piece of property. On Pg. 38 is state that the remediation plan will be complete December 31, 2015. How do we understand beach replenishment that will be possibly affecting the Cemex site when we haven't completed and seen what possibilities could happen at that site?

- Victor Jacobsen – Hazards #8-9. Is this something that starts today when this is finally adopted or is that tied to the triggers, so it could be years before anything is ever moved?
- Brian McCarthy – thinks this a really nice document, it attempts to be easy to read although there is a lot of science in it. Hazard #7, it strikes me as odd that the presentation talked about that we would be required to consider building height policies for folks who might be a situation where their land might come into contact with this particular hazard. Concerned that the language and such forces our hand a little bit, that we're forced to consider it more than we maybe otherwise would need to. Is there a different way to say that, a particular coastal hazard? Opportunistic Sand Nourishment Program – I looked at Carmel to the south who was just on the news about building a seawall to protect our scenic drive and we see that Sand City has built their eco-resort, obviously exact opposite of what we're looking to do and manage retreat. Concerned that we're doing more than our fair share to the benefit of our neighbors. What we may not realize is all that benefit ourselves. Concerned that there is just not enough that we know about what that's going to look like, smell like. If we're going to be throwing all this sand on the beach that may have organic material in it because it comes from inland, if there's smells associated with that. The presenter mentioned that sometime the color is different. How does that affect our residents' ability to enjoy their quality of life on our beaches? Dunes Drive development – I know that that's something that's been in the works for some time and notice that they weren't listed as stakeholder that the city reached out to and wondered if there's any benefit to reaching out to them and make sure that they are aware of this mitigation plan and the possible effects that a wave event might happen in the future?

Morton/O'Connell: to receive the local coastal plan update, receive the draft local coastal land use and implementation plan amendments to address the sea level rise and coastal erosion, and to bring it back for final review at a later date.

- The limitation of protection of protecting "life and property" needed to include natural habitat, ESHA
- Consistency between the pre-existing and this and making sure we're not trying to increase a height ability to build monoliths in the coastal zone inadvertently.
- Consider the language used where we talk about sand placement program, sediment placement, sand use program, beach compatible sediments, opportunistic sand placement – if there's some way to tighten up that language so it's not using so many ways to try and say the same thing.

Modified Motion

MORTON/O'CONNELL: THAT THE CITY COUNCIL RECEIVE THE LOCAL COASTAL PLAN UPDATE, THAT WE RECEIVED THIS DRAFT OF THE IMPLEMENTATION PLAN AMENDMENTS TO ADDRESS SEA LEVEL RISE AND COASTAL EROSION; AND DIRECT STAFF TO INCORPORATE THE COMMENTS THAT WERE MADE BY THE MAYOR AND OTHER COUNCIL MEMBERS AND THE PUBLIC TO ADDRESS THOSE FLAGGED CONCERNS; AND TO CHANGE REFERENCE WHERE IT SAYS "MONTEREY BEACHES" TO SAY "BEACHES SOUTH OF THE SALINAS RIVER"; AND FOR STAFF TO CONTINUE THE PATH TO HAVE IT COME BEFORE THE PLANNING COMMISSION. 3-0-2(Berkley, Urrutia)-0

Motion Passes

5. ADJOURNMENT: The meeting adjourned at 7:55 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor



DRAFT

Agenda Item: **8b(2)**
City Council Meeting of
February 19, 2020

MINUTES

Tuesday, February 4, 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

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-Millas-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.

- c. Conference with Legal Counsel, anticipated litigation - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: one potential case
- d. Real Property Negotiations
 - i. Property: Building 533, 721 Neeson Road, Marina, CA 93933
Negotiating Party: Skydive Monterey Bay, Inc.
Property Negotiator: City Manager and Eric Frost, Interim Finance Director
Terms: Price and Terms

7:00 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 on all matters listed. Council received information for all the matters, provided direction and no reportable action was taken.

- 4. **MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE** (Please stand)
- 5. **SPECIAL PRESENTATIONS:**
 - a **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.*
 - Nathan Masten – lives on Vista Del Camino and wanted to inform the Council of the serious speeding problem we have, which is creating a serious safety issue for our all pedestrians. Had been in the police station a couple of times to make a complaint, been to the city office and filled out a form there and now I here to see what else can be done. Speed limits signs are not posted anywhere between Reservation and the school along that route. Where do I go from here?
 - Nathaniel Sawyer, NAACP Political Chair and Investigator – Wanted to provide his information for anyone including the Council to see if there was anything, he could do to put something publicly on Facebook through our different platforms or if he could help anyway as a NAACP representative. Email: Nathanielswyr@gmail.com .
 - Lisa Duffy – Commented on the terrible accident on Imjin & 3rd last week. Thanked the first responders but mostly to thank her neighbors who held redirect traffic and attending to Mr. Greer until police and fire arrived. This is a problem area. Large trucks are making left turns onto the road between 6:00-9:00 when you're not supposed to. Police have been out in front of our house and doing a good job of stopping people who are breaking that law. We need a stoplight there, not reflector lights, not electric lights either. Some drivers will stop when someone is crossing but other don't.
 - Greg Simmons – Commented on the bad smells in Marina. Provided Council with "Marina Smell Report February 2020" which outlines various possible causes for the smell in Marina. Since August 2017 there have been 13 separate threads on the NextDoor social app about odors in Marina and

among those threads 370 posts with residents describing the smells. A request from MBARD shows 88 complaints followed by investigations. Some are suggesting its an Ag source coming from the recently expanded strawberry production north of Marina. The smell is likely from anaerobic-fermentation products from anaerobic bacteria, which smells like sewer gas. December 29, 2019 positively identified the composting operation by MBARD inspector as the composting operations at the dump. What should we do? Acknowledge what the sources is. Marina should take the lead on bring all parties together to hold public meetings with technical experts from local agencies. If you smell it report it the MBARD (Monterey Bay Air Resources District) at (831) 647-9411.

- Mike Owen – Supporting Wendy Root Askew for 4th District Supervisor seat. The 4th District of Monterey County includes Marina, Seaside, parts of Salinas, and Del Rey Oaks and for the last 3-decades Marina has been really fortunate in having the 4th District Supervisor coming from Marina and a strong woman leader. Marina can take a lot of pride in being aggressive and having competent, strong woman leaders on that board. Marina voters should especially be motivated to support Wendy as someone who not only very competent and endorsed but carries deep seated commitment to Marina issues than any other candidate. At the Forum one of the candidates made a comment about you have to watch where the money comes from as far as what kind of interest is going to affect that candidate. There is one candidate that is endorsed by the Monterey tourist industry (big bucks), also endorsed by Monterey business (big bucks), also endorsed by big Ag business (big bucks). All those entities salivate at the prospect of CalAm taking over Marina water. Support Wendy Root Askew for 4th District Supervisor.
- Mayor Pro-Tem Morton –February 13th at 2:00pm is the FORA Board. Critical issues about the allocation of monetary resources, the moving of burden/responsibility to which jurisdiction will be determined at the next five board meetings. As advocates for this city we’re trying to make sure that we are securing for Marina the share of whatever financial resources are available to make sure that we can fulfill functions such as taking down our stockade, meeting other road responsibilities, and other habitat responsibilities.
- Council Member O’Connell – I will be having a Town Hall Meeting this Saturday, February 8th from 10:00am in this building relating to the newly approved Marina Campaign Finance Ordinance.
- Council Member Urrutia – Mentioned to the public that the Vote-By-Mail ballots are out. Also what to inform the public that if they are an independent or a member of one of the smaller parties not a democrat or republican and you want to have input on who is the democratic nominee you would have to go to the County Elections office and request a democratic ballot. The democratic party allows non- democrats to vote in their elections. The phone number for the Election Office is (831) 796-1499.
- Mayor Delgado – Thanked the 11 volunteers that came out on January 25th to the roadside community volunteer cleanup. Next community cleanup is February 29th from 10:00am-Noon. On February 8th from 10:00am-Noon is the Oak Woodland Restoration Project at the Marina Library. Mark your calendars for the 14th Annual Marina Earth Day on Saturday, April 20, 2020 at Locke Paddon Park from 9:00am-11:30. Lunch will be provided to the volunteers and will have music.
- Council Member Berkley – City Council will be having their Retreat on Friday, February 28th from 6:00pm-9:00pm and continued on to Saturday, February 29th from 8:30am-Noon at the Marina Municipal Airport. We will be discussing our priorities and goals for the next year.

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 49244-94333, totaling \$1,055,863.16
Accounts Payable Successor Agency totaling \$445.63
Wire transfers: Checking and Payroll for December 2019, totaling \$591,344.80
 - b. MINUTES:
 - (1) January 22, 2020, Regular City Council Meeting
 - c. CLAIMS AGAINST THE CITY: None
 - d. AWARD OF BID:
 - (1) City Council consider adopting **Resolution No. 2020-09**, awarding the Dunes Drive Footbridge Repair Project contract to Pride Industries One, Inc., approving the emergency allocation of \$74,000 from general funds to finance the Dunes Drive Boardwalk Repair Project, authorizing the 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. 2020-10**, ordering the City Engineer to prepare and to file a report related to maintenance of the Cypress Cove II Landscape Maintenance Assessment District for fiscal year 2020-2021.
 - (2) ~~City Council consider adopting Resolution No. 2020, ordering the City Engineer to prepare and to file a report related to maintenance of the Monterey Bay Estates Lighting and Landscape Maintenance Assessment District for fiscal year 2020-2021. Pulled by Mayor Pro-Tem Morton, becomes agenda item 11c~~
 - (3) City Council consider adopting **Resolution No. 2020-11**, ordering the City Engineer to prepare and to file a report related to maintenance of the Seabreeze Landscape Maintenance Assessment District for fiscal year 2020-2021.

g. APPROVAL OF AGREEMENTS

- (1) ~~City Council consider adopting Resolution No. 2020, approving a Public Improvement Agreement for Sea Haven Phase 3A between the City of Marina and the Contracting Parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., Wathen Castanos Peterson Coastal, LP, and Marina Developers, Inc., and; authorizing the City Manager to execute the Public Improvement Agreement on behalf of the City subject to final review and approval by the City Attorney. ***Pulled by public, becomes agenda item 11b***~~
- (2) ~~City Council/Agency Board consider adopting Resolution No. 2020 and Resolution No. 2020 (NPC), approving Amendment No. 1 to the Amended Management Agreement Between City of Marina, City of Marina Abrams B Non Profit Corporation, and Alliance Communities Inc., for Abrams B Housing Area, and authorizing City Manager/Executive Director to execute Amendment No. 1 to the Amended Management Agreement on Behalf of the City and the Non Profit Corporation subject to final review and approval by the City Attorney/Non Profit Corporation Legal Counsel; and consider adopting Resolution No. 2020 and Resolution No. 2020 (PPSC NPC), approving Amendment No. 1 to the Amended Management Agreement Between City of Marina, City of Marina Preston Park Sustainable Community Non Profit Corporation, and Alliance Communities Inc., for Preston Park Housing Area, and; authorizing City Manager/Executive Director to execute Amendment No. 1 to the Amended Management Agreement on Behalf of the City and the Non Profit Corporation subject to final review and approval by the City Attorney/Non Profit Corporation Legal Counsel. ***Pulled by Mayor Pro-Tem Morton, becomes agenda item 11c***~~

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: Nonei. MAPS:

- (1) City Council consider adopting **Resolution No. 2020-12**, approving the Phase 3A Final Map for Sea Haven Development Project Subdivision and; authorizing the City Clerk to certify the Final Map on behalf of the City subject to final review and approval by the City Attorney.

j. REPORTS: (RECEIVE AND FILE):

- (1) City consider receiving TAMC January 22, 2020 Board Highlights

k. FUNDING & BUDGET MATTERS: Nonel. APPROVE ORDINANCES (WAIVE SECOND READING): Nonem. APPROVE APPOINTMENTS:

- (1) City Council consider appointing to Recreation and Cultural Services Commission: Elizabeth Lyman and Jeffrey Uchida. 2 Seats expiring February 2022.
- (2) City Council consider appointing to Public Works Commission: Michael Owen. 1 of 3 seats expiring February 2022.
- (3) City Council consider appointing to Planning Commission: Nancy Amadeo, David Bielsker and David Burnett. 3 Seats expiring February 2022
- (4) City Council consider Appointing City Manager to Serve as an Alternate on the Transportation Agency for Monterey County Service Authority for Freeways Emergencies and Monterey County Regional Development Impact Fee Joint Powers Agency.

Mike Owen requested to agenda item 8g(1).

Mayor Pro-Tem Morton requested to pull agenda item 8g(1), 8g(2) for clarifying questions and 8f(1) so that she can recuse herself from this item.

DELGADO/BERKLEY: TO APPROVE THE CONSENT AGENDA MINUS 8f(1), 8g(1) AND 8g(2). 5-0-0-0 Motion Passes

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. 2020-13**, receiving a presentation and approving the final Seaside & Marina Safe Walking & Biking to School: Complete Streets Plan.

Council Questions: How were outreach efforts done to residents around the project areas? Were there audits during the Pop-Up demonstration periods? Are the curb extensions working or appropriately constructed as far as the distance going into the street? Have any of the programs or plans considered increasing the school crossing guards? Is there any discussion at all about a School Resource Officer? On a four-way stop intersection was it considered diagonal crosswalks? Have you seen whether or not other cities in California use speed humps or speed cushions to calm traffic around schools? To what extent were neighborhood round-a-bouts or speed humps/cushions considered for Marina?

MORTON/BERKLEY: TO APPROVE RESOLUTION NO. 2020-13, RECEIVING A PRESENTATION AND APPROVING THE FINAL SEASIDE & MARINA SAFE WALKING & BIKING TO SCHOOL: COMPLETE STREETS PLAN. 5-0-0-0 Motion Passes

Public Comments:

- Brandon Kelsey – Is the crosswalk at Imjin and 3RD Avenue included in this plan?
- Nathaniel Sawyer – When hearing about this plan it didn't sound like they took into account law enforcement. When you talk about public safety law enforcement should be the first contact because the local law enforcement agency is involved in the community and people will feel safer about what's discussed and implemented.

- b. City Council consider adopting Resolution No. 2020-, approving a Public Improvement Agreement for Sea Haven Phase 3A between the City of Marina and the Contracting Parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., Wathen Castanos Peterson Coastal, LP, and Marina Developers, Inc., and; authorizing the City Manager to execute the Public Improvement Agreement on behalf of the City subject to final review and approval by the City Attorney. ***Pulled by public, was agenda item 8g(1) - Item continued to February 19, 2020***

Mike Owen – The January Tree Committee reviewed some Sea Haven tree removal permits and they got really detailed and part of the dialog or discussion included when construction begins. That was

important because as far as tree protection plans once the tree removal permit was granted then the tree protection plans would come into effect once construction began. This agenda item talks about how the agreement comes into effect and one of the requirements is that construction begin within 6-months. Asked if there is any clear standards or criteria to establish construction began on this date? When I look at what's going on out there, I don't see any part of that development seriously unconstructed. The specific part that we covered at the Tree Committee I remember being termed Phase 3 Residential and I may have not remembered correctly but I guess that's the big question: are there any clear standards as far as when a construction date began? Because my impression is really Phase 3 construction has already began out there.

Council Questions: Is our contract amendment that we approved 2018/2019, was it with each 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., Wathen Castanos Peterson Coastal, LP, and Marina Developers, Inc., is our contract also with all of these or was it only with Wathens Castanos? Do these entities also need to sign onto that existing contract? In Section 11 of the contract it says: *"if such acceptance follows the dissolution of the Fort Ord Reuse Authority only after the inclusion of those portions of the Property for which a one-time FORA Basewide Community Facilities District fee has not been paid into a community facilities or other district formed by the City or another regional entity, in accordance with the provisions of Section 6 of the First Amendment"*. Is the City required to create a CFD to collect fees that would have been paid to FORA but are no longer going to paid to FORA and are going to be paid to the city, is that what this is saying? Is there a time crunch that this need to be approved today? What is the mechanism? And if a mechanism is in place as we're signing a contract that references it? Has a CFD already been establish as an alternative to FORA? Is it still our intension to create a CFD or another entity?

MORTON/O'CONNELL: TO CONTINUE THIS MATTER TO THE NEXT REGULARLY SCHEDULED COUNCIL MEETING SO THAT FOR CLARIFICATION AND TO MAKE SURE THIS PARAGRAPH IS WORDED CORRECTLY; AND ANY OTHER CONCERNS THE ATTORNEY MAY NEED TO ADDRESS ONCE THAT GETS LOOKED AT. 5-0-0-0 Motion Passes

Berkley/Delgado: to reconsider agenda item 8i(1) approving Resolution No. 2020-, approving the Phase 3A Final Map for Sea Haven Development Project Subdivision and; authorizing the City Clerk to certify the Final Map on behalf of the City subject to final review and approval by the City Attorney. Motion Withdrawn

Public Comment:

- Mike Slater, General Counsel – I would encourage Council to not reconsider this. They have already approved the map. It's a Final Map and it's an administrative act as long as it's been found that the map is in substantial conformity. I think you just go forward with the map as approved, don't go back on in, I don't even think that's appropriate motion. Correct me if I'm wrong but the map can't be recorded until we have a public improvement agreement approved. The map is approved. It sits idle, can't be recorded until such time as we have a PIA.
- c. City Council/Agency Board consider adopting **Resolution No. 2020-14 and Resolution No. 2020-01 (NPC)**, approving Amendment No. 1 to the Amended Management Agreement Between City of Marina, City of Marina Abrams B Non-Profit Corporation, and Alliance Communities Inc., for Abrams B Housing Area, and authorizing City Manager/Executive Director to execute Amendment No. 1 to the Amended Management Agreement on Behalf of the City and the Non-Profit Corporation subject to final review

and approval by the City Attorney/Non-Profit Corporation Legal Counsel; and consider adopting ***Resolution No. 2020-15 and Resolution No. 2020-01 (PPSC-NPC)***, approving Amendment No. 1 to the Amended Management Agreement Between City of Marina, City of Marina Preston Park Sustainable Community Non-Profit Corporation, and Alliance Communities Inc., for Preston Park Housing Area, and; authorizing City Manager/Executive Director to execute Amendment No. 1 to the Amended Management Agreement on Behalf of the City and the Non-Profit Corporation subject to final review and approval by the City Attorney/Non-Profit Corporation Legal Counsel. ***Pulled by Mayor Pro-Tem Morton, was agenda item 8g(2)***

Mayor Pro-Tem Morton Questions: Has a review of the contract and review of performance been completed for Alliance?

Council Questions: What is the status of the parking permit process that we talked about months ago, has it been put in place yet? Are we considering using a program similar to CSUMB's parking permit program? Regarding inspections and tenant complaints about inspections not being what was represented – has a policy been put into place that a full copy of the inspection report be given to the tenant? Has there been any recent complaints from tenants relating to the inspections? If there was already in-depth review done why is a more thorough in-depth review suggested? What would we be skipping? Performance Indicators List – does this mean that you'll keep them in mind when you next monitor the performance of Alliance? Given that these are areas of interest and concern do you and our representatives think there is progress being made on this list over time? is there anything that can be done that's not already been tried? If, in fact we were to approve an action tonight that say yes accept the contract extension for 2020 and at the end of 2020 we do an in depth review of the contract terms as to what they are and Alliance's performance in the contract terms and in meeting the criteria established on page two and any other indicators of performance or failure to perform that the committee determines necessary is that something staff can do this year?

MORTON/BERKLEY: THAT WE ADOPT RESOLUTION NO. 2020-14 AND RESOLUTION NO. 2020-01 (NPC), APPROVING AMENDMENT NO. 1 TO THE AMENDED MANAGEMENT AGREEMENT BETWEEN CITY OF MARINA, CITY OF MARINA ABRAMS B NON-PROFIT CORPORATION, AND ALLIANCE COMMUNITIES INC., FOR ABRAMS B HOUSING AREA, AND AUTHORIZING CITY MANAGER/EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 1 TO THE AMENDED MANAGEMENT AGREEMENT ON BEHALF OF THE CITY AND THE NON-PROFIT CORPORATION SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY/NON-PROFIT CORPORATION LEGAL COUNSEL; AND CONSIDER ADOPTING RESOLUTION NO. 2020-15 AND RESOLUTION NO. 2020-01 (PPSC-NPC), APPROVING AMENDMENT NO. 1 TO THE AMENDED MANAGEMENT AGREEMENT BETWEEN CITY OF MARINA, CITY OF MARINA PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION, AND ALLIANCE COMMUNITIES INC., FOR PRESTON PARK HOUSING AREA, AND; AUTHORIZING CITY MANAGER/EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 1 TO THE AMENDED MANAGEMENT AGREEMENT ON BEHALF OF THE CITY AND THE NON-PROFIT CORPORATION SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY/NON-PROFIT CORPORATION LEGAL COUNSEL; AND TO DIRECT STAFF TO DO AN IN-DEPTH REVIEW OF MANAGEMENT PERFORMANCE UNDER THE CRITERIA IDENTIFIED ON PAGE TWO OF THE STAFF REPORT AND ANY ADDITIONAL CRITERIA ESTABLISHED BY THE SUBCOMMITTEE IN 2020. 4-1(Delgado)-0-0 Motion Passes

- d. City Council consider adopting **Resolution No. 2020-16**, ordering the City Engineer to prepare and to file a report related to maintenance of the Monterey Bay Estates Lighting and Landscape Maintenance Assessment District for fiscal year 2020-2021. ***Pulled by Mayor Pro-Tem Morton, was agenda item 8f(1)***

Mayor Pro-Tem Morton recused herself from this item.

DELGADO/URRUTIA: TO APPROVE RESOLUTION NO. 2020-16, ORDERING THE CITY ENGINEER TO PREPARE AND TO FILE A REPORT RELATED TO MAINTENANCE OF THE MONTEREY BAY ESTATES LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2020-2021. 4-0-0-0 Motion Passes

Public Comments:

- Mike Owen – asked if there was any difference between the agreement before you today and past agreements.

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

- a. Monterey County Mayor's Association [Mayor Bruce Delgado]

Mayor Delgado – Mayor's meeting is set for this Friday and will report out at next council meeting.

- 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.

Matthew Mogensen – provided brief report/presentation on the election Districting Map on our website.

Layne Long – Provided update on the removal of barracks at 12th Street & Imjin Pkwy (C-DAC Hill); also gave update on second hotel scheduled to be constructed behind the Marriott Springhill Suites; Urban Growth Boundary expiring in December and have been approach by individuals to bring this matter before Council to see if there is an interest in placing this on the ballot for the voters to consider in November. Would Council want a special meeting or a regular meeting?

Council Member Urrutia – Friends of the Marina Parks doing park clean-up at Windy Hill Park on February 14th from 10:00am-Noon.

13. ADJOURNMENT: The meeting adjourned at 9:02 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of February 19, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING DESTRUCTION OF 1099 RECORDS ACCORDING TO THE
CITY'S RECORDS RETENTION POLICY COVERING THE YEARS OF
1996 TO 2013**

REQUEST:

It is requested that the City Council:

1. Adopting Resolution No. 2020-, approving the destruction of 1099 records according to the City's Records Retention Policy covering the calendar years of 1996 to 2013.

BACKGROUND:

The City has adopted a records retention policy. The policy specifies when records may be destroyed. The policy requires the employee in custody of the records, the department head responsible for the record and the City Attorney to certify that the records can be destroyed according to the City's records retention policy.

ANALYSIS:

The City is required to maintain 1099 information for the last audit year (2019) plus 5 additional years as specified in the City's records retention policy as shown in Table I, Records Retention Requirements for 1099.

Table I
Records Retention Requirements for 1099

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
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-

The destruction of these records meets the requirements of the policy. Attached is the Records Destruction Form certifying these are being properly disposed of. (**“EXHIBIT A”**)

FISCAL IMPACT:

The disposal of these records will relieve the Finance Department of the burden of maintaining these records.

CONCLUSION:

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

Respectfully submitted,

Eric Frost
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

Attachment: Records Destruction Form

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARINA AUTHORIZING THE DESTRUCTION OF 1099 RECORDS ACCORDING TO
THE CITY'S RECORDS RETENTION POLICY COVERING THE YEARS OF 1996 TO 2013

WHEREAS, the City of Marina is required to retain records permanently or for a set period of time;
and

WHEREAS, the City of Marina has adopted a records retention policy to provide for an orderly
disposal of records when allowed by law; and

WHEREAS, the employee in possession of the records, the department head responsible for the
records and the City Attorney have all approved the destruction of the records as shown on the
Records Destruction Form; and,

WHEREAS, the City Council approves the final destruction of all records; and

WHEREAS, a permanent record of what records have been destroyed will be retained by the City
Manager's Office.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY
RESOLVE AS FOLLOWS:

SECTION 1. The City Council authorizes the destruction of the following records:

1099 Tax Records from 1996 to 2013

PASSED and ADOPTED by the City Council of the City of Marina at a special meeting duly
held on this 19th day of February 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

RECORDS DESTRUCTION FORM

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 2020-08

Pursuant to the City's Records Retention Policy and Records Retention Schedule adopted by Resolution No. 2020-08 I am recommending that the following records be destroyed:

Type of Records	Dates	Retention Schedule Code
1099 Records	<i>Tax Years</i> 1996-2013	401.04

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION:

Monica M. Collier
Employee

02/12/20
Date

E. Hunt
Department Head

2/12/20
Date

Robert F. [Signature]
for the City Attorney

14 FEB. 2020
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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of February 19, 2020

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2020-, APPROVING A PUBLIC IMPROVEMENT AGREEMENT FOR SEA HAVEN PHASE 3A BETWEEN THE CITY OF MARINA AND THE CONTRACTING PARTIES OF 104 INVESTMENTS, LLC, LOCANS INVESTMENTS, LLC, WATHEN CASTANOS PETERSON HOMES, INC., WATHEN CASTANOS PETERSON COASTAL, LP, AND MARINA DEVELOPERS, INC., AND; AUTHORIZING CITY MANAGER TO EXECUTE THE PUBLIC IMPROVEMENT AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2020-, approving a Public Improvement Agreement for Sea Haven Phase 3A between the City of Marina and the Contracting Parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., Wathen Castanos Peterson Coastal, LP, and Marina Developers, Inc., and;
2. Consider authorizing the City Manager to execute the Public Improvement Agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of March 21, 2006, the City Council adopted Resolution No. 2006-56, approving the Phase 1 Final Map for the Marina Heights Development Project Subdivision and subdivision improvement agreement. The Phase 1 final map and improvement plans were only for the major roadways (Arterials) and utilities for the Marina Heights Project.

At the regular meeting of September 6, 2006, the City Council adopted Resolution 2006-228, approving the Phase 2 Final Map for the Marina Heights Subdivision and the Subdivision Improvement Agreement. The Phase 2 final map and improvement plans are for the first 299 residential units in the Marina Heights Project.

At the regular meeting of August 7, 2019, the City Council adopted Resolution 2019-78 and 2019-81, approving the Phase 5A Subdivision Improvement Agreement and the Final Map for the Marina Heights (now Sea Haven) Subdivision.

ANALYSIS:

The developer contracting parties have submitted the Phase 3A Final Map and Improvement Plans for approval. The Public Improvement Agreement has also been submitted and will provide labor and materials and faithful performance bonds required for the recordation of the Phase 3A Final Map. It has been determined that the Tentative Map Conditions of Approval will be met with the inclusion of the Public Improvement Agreement. The Agreement has been found consistent with the conditions of the Development Agreement and previous Public Improvement Agreements.

The Phase 3A final map and improvement plans are for 160 residential lots in the Marina Heights Project. The Phase 3A final map and improvement plans include the specific neighborhood improvements such as parks, a club house and open space in the area of the 160 residential lots.

At the regular meeting of February 4, 2020, the City Council requested that legal counsel review and revise Section 11 of the Public Improvement Agreement for clarity. This Section has been revised and reviewed by both City and Developer legal counsel and is ready to present to the City Council for approval (**"EXHIBIT A"**).

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

FISCAL IMPACT:

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

For the construction for Phase 3A, the Developer will post a bond in the amount of Four Million Five Hundred Fifty-Five Thousand Four Hundred Thirteen Dollars and Sixty One cents (\$4,555,413.61) for completion of the public improvements and a bond in the amount of Four Million Five Hundred Fifty-Five Thousand Four Hundred Thirteen Dollars and Sixty One cents (\$4,555,413.61) to secure payment for labor and materials prior to the recording of the Phase 3A Final Map.

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 OF MARINA APPROVING A PUBLIC IMPROVEMENT AGREEMENT FOR SEA HAVEN PHASE 3A BETWEEN THE CITY OF MARINA AND THE CONTRACTING PARTIES OF WATHEN CASTANOS PETERSON HOMES, INC., GRANTOR FRESNO CLOVIS INVESTMENTS, LLC, WATHEN CASTANOS PETERSON COASTAL, LP, AND MARINA DEVELOPERS, INC., AND; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PUBLIC IMPROVEMENT AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regular meeting of March 21, 2006, the City Council adopted Resolution No. 2006-56, approving the Phase 1 Final Map for the Marina Heights Development Project Subdivision and subdivision improvement agreement. The Phase 1 final map and improvement plans were only for the major roadways (Arterials) and utilities for the Marina Heights Project, and;

WHEREAS, at the regular meeting of September 6, 2006, the City Council adopted Resolution 2006-228, approving the Phase 2 Final Map for the Marina Heights Subdivision and the Subdivision Improvement Agreement. The Phase 2 final map and improvement plans are for the first 299 residential units in the Marina Heights Project, and;

WHEREAS, at the regular meeting of August 7, 2019, the City Council adopted Resolution 2019-78 and 2019-81, approving the Phase 5A Subdivision Improvement Agreement and the Final Map for the Marina Heights (now Sea Haven) Subdivision, and;

WHEREAS, the developer contracting parties have submitted the Phase 3A Final Map and Improvement Plans for approval. The Public Improvement Agreement has also been submitted and will provide labor and materials and faithful performance bonds required for the recordation of the Phase 3A Final Map. It has been determined that the Tentative Map Conditions of Approval will be met with the inclusion of the Public Improvement Agreement. The Agreement has been found consistent with the conditions of the Development Agreement and previous Public Improvement Agreements, and;

WHEREAS, the Phase 3A final map and improvement plans are for 160 residential lots in the Marina Heights Project. The Phase 3A final map and improvement plans include the specific neighborhood improvements such as parks, a club house and open space in the area of the 160 residential lots, and;

WHEREAS, at the regular meeting of February 4, 2020, the City Council requested that legal counsel review and revise Section 11 of the Public Improvement Agreement for clarity. This Section has been revised and reviewed by both City and Developer legal counsel and is ready to present to the City Council for approval, and;

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

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

WHEREAS, for the construction for Phase 3A, the Developer will post a bond in the amount of Four Million Five Hundred Fifty-Five Thousand Four Hundred Thirteen Dollars and Sixty One cents (\$4,555,413.61) for completion of the public improvements and a bond in the amount of Four Million Five Hundred Fifty-Five Thousand Four Hundred Thirteen Dollars and Sixty One cents (\$4,555,413.61) to secure payment for labor and materials prior to the recording of the Phase 3A Final Map.

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

1. Approve a Public Improvement Agreement for Sea Haven Phase 3A between the City of Marina and the Contracting Parties of Wathen Castanos Peterson Homes, Inc., Grantor Fresno Clovis Investments, LLC, Wathen Castanos Peterson Coastal, LP, and Marina Developers, Inc, and;
2. Authorize the City Manager to execute the Public Improvement Agreement on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of February 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce Delgado, Mayor

Anita Sharp, Deputy City Clerk

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

“Sea Haven”

– Phase 3a –

This Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities (“Agreement”) is made and entered into this ____ day of ~~November~~February, ~~2019~~2020, by and between the City of Marina, herein called the “City,” a municipal corporation, and 104 Investments, LLC, a California limited liability company, Locans Investments, LLC, a California limited liability company, Wathen Castanos Peterson Homes, Inc., a Delaware corporation, and Wathen Castanos Peterson Coastal, LP, a California limited partnership (collectively referred to herein as “Co-Owners”) together with Marina Developers, Inc., a California corporation (referred to herein as the “Developer”). Co-Owners and Developer are collectively referred to herein as “Contracting Parties” and in the singular as a “Contracting Party.”

WHEREAS, pursuant to the grant deed from Cypress Marina Heights LLC (“Cypress Marina Heights”) dated April 13, 2019, as Document No. 2018015912, Co-Owners are now the owners of the land known as “Sea Haven Phase 3a” (the “Property”); and

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

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

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

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

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

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

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

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

WHEREAS, improvement plans entitled "Street Improvement Plans for Sea Haven Phase 3a," herein "Improvement Plans," have been submitted to the City for approval and acceptance which improvements are to include new storm drain system, curb, gutter, asphalt concrete pavement, street lights and electrical facilities, sidewalk, striping, traffic signs, and survey monuments, as shown on **Exhibit A**, herein the "Improvements;" and

WHEREAS, the Developer, with the consent of the Co-Owners, will subsequently submit for approval by the City and subsequent recording with the office of the Monterey County Recorder, a final map ("Final Map") for Sea Haven Phase 3a; and

WHEREAS, the City will not accept any of the Sea Haven Phase 3a Improvements to be constructed pursuant to this Agreement until all the conditions of this Agreement are satisfied in full; and

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

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

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

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

SECTION 1

The recitals to this Agreement are hereby incorporated into the terms of this Agreement. All applicable Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America concerning the subject matter of this Agreement are hereby referred to and incorporated herein to the same effect as if they were set out a length herein. Said Codes, Ordinances, Resolutions, Rules and Regulations include, but are not limited to, the following: The Municipal Code of the City of Marina, including the current Zoning Ordinance, and the currently adopted California Building Code and the Fort Ord Reuse Authority's (FORA) Master Resolution.

SECTION 2

The Contracting Parties agree:

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

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

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

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

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Contracting Parties may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the Contracting Parties' contractor(s) or subcontractor(s) in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Contracting Parties, or Contracting Parties' contractor(s) or subcontractor(s) fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any person that has a lien right pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the improvements described in this Agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contracting Parties their contractors and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any person that has a lien right pursuant to Title 3 California Civil Code Section Part 6 of Division 4, commencing with Section 9000 so as to give a right of action to those persons or their assigns in any suit brought upon the bond. The Payment Bond may be released thirty-five days after the passage of time within which claims of lien are required to be recorded pursuant to California Civil Code Part 6 of Division 4 commencing with Section 8200,

but in no event shall such security be released prior to one hundred and twenty days after acceptance of the Improvements by the City Council. The amount to be released shall first be reduced by the total of all claims on which an action has been filed and notice thereof given in writing to the City. City expressly may require the surety not to release the amount of security deemed necessary by City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

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

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

All such policies shall provide that thirty (30) days written notice must be given in advance to City prior to termination, cancellation or modification. The insurance specified above shall: (a) name City as additional insured; (b) shall name the City as a loss payee; and (c) shall provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Contracting Parties or Contracting Parties' contractors or their respective employees. Contracting Parties hereby waive, and Contracting Parties shall cause each of their respective contractors and subcontractors to waive, all rights to recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an "occurrence basis" and not on a "claims made" basis and shall be issued by insurance companies authorized to conduct business in California with a current A.M. Best rating of no less than A: VII. Prior to commencing any work pursuant this Agreement, Contracting Parties shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained.

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

SECTION 3

An estimate of the cost for construction of the Improvements and performing land development work in connection with the Improvements according to the Improvement Plans has been made and has been approved by the City Engineer or his or her designee. That estimated amount is \$5,363,961.45. The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this Agreement by reference.

SECTION 4

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

SECTION 5

a) Default of a Contracting Party shall include, but not be limited to: (1) failure to timely complete the Improvements within two (2) years of the date of this Agreement, unless otherwise extended in writing by the City Engineer; (2) failure to timely cure after written notice any defect of the Improvements; (3) failure to perform substantial construction work for a period of sixty calendar days after commencement of the work; (4) insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which the Contracting Party fail to discharge within thirty (30) days; (5) commencement of a foreclosure action affecting all or a portion of the Property, or any conveyance of all or a substantial portion of the Property in lieu or in avoidance of foreclosure; or (6) failure to perform any other obligation under this Agreement. Notwithstanding the foregoing, a Contracting Party shall not be in default under this Agreement if it cures any default within thirty (30) days' of City's written notice of such default; or, if the default may not reasonably be cured within such time period, if it commences to cure within thirty (30) days' and thereafter diligently proceeds to complete the cure.

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

c) In the event of a Contracting Party's' default under this Agreement, Contracting Parties authorize City to perform such obligation sixty (60) days after mailing written notice of default to Contracting Parties and to Contracting Parties' surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion by contract or by any other method City may deem advisable, for the account and at the expense of Contracting Parties, and Contracting Parties' surety shall be liable to the City for any excess cost

or damages occasioned to the City thereby, including but not limited to fees and charges of architects, engineers, attorneys, other professionals and court costs. In such event City, without liability for doing so, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Contracting Parties as may be on the site of the work and necessary for performance of the work.

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

SECTION 6

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

1. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.
2. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is undertaken with minimum interruption of traffic.
3. Obtain the approval of the City Engineer or his or her designee, for all work conducted within the public right-of-way.
4. Coordinate all construction work so that the existing residents and/or businesses have access to their properties.
5. Install all Improvements pursuant to the approved Improvement Plans.
6. Provide the City with electronic copies of the "As Built" Improvement Plans as an AutoCAD drawing file (DWG format, AutoCAD 2002 minimum or latest version).
7. Until the roads on the Property are open to the public, give good and adequate warning to the public of each and every dangerous condition on the existing public roads, and will take all reasonable actions to protect the public from such dangerous condition.

SECTION 7

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

SECTION 8

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

SECTION 9

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

SECTION 10

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

SECTION 11

Acceptance of the work, or any portion of the work on behalf of the City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all Improvements ~~and, if such acceptance follows the dissolution of the Fort Ord Reuse Authority only after the inclusion of those portions of the Property for which a one-time FORA Basewide Community Facilities District fee has not been paid into a community facilities or other district formed by the City or another regional entity, in accordance with the provisions of Section 6 of the First Amendment.~~ Such acceptance shall not constitute a waiver of defects by City.

SECTION 12

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

SECTION 13

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

SECTION 14

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

SECTION 15

Time is of the essence of this Agreement.

SECTION 16

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

SECTION 17

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

SECTION 18

Nothing in this Agreement shall in anyway whatsoever modify, amend, or waive Wathen Castanos Peterson Homes, Inc's obligations to comply with the Development Agreement, as amended, including, but not limited to Section 6 of the First Amendment.

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

ATTEST:

CITY OF MARINA

Anita Shepherd-Sharp
Deputy City Clerk

Layne Long
City Manager

APPROVED AS TO FORM:

City Attorney

[Signatures Continue on Following Page]

IN WITNESS WHEREOF Contracting Parties have executed this agreement as of
_____.the date first written above.

WATHEN CASTANOS PETERSON HOMES, INC.,
a Delaware Corporation

By: _____
Joshua E. Peterson, President

104 INVESTMENTS, LLC,
a California limited liability company

By: _____
Farid Assemi, Manager

LOCANS INVESTMENTS, LLC,
a California limited liability company

By: _____
Farid Assemi, President

WATHEN CASTANOS PETERSON COASTAL, LP,
a California limited partnership

By: Assemi Group, Inc. a California corporation

By: _____
Farid Assemi, President

By: _____
John A. Bezmalinovic, Secretary

MARINA DEVELOPERS, INC.,
a California corporation

By: _____
Joshua E. Peterson, President

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

Per GC Sec. 40814; CC Sec. 1181

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made as of this day of 3rd, July, 2018, by and between the CITY OF MARINA, a California municipal corporation (the "City"), and WATHEN CASTANOS PETERSON HOMES, INC, a Delaware corporation ("Developer"), with reference to the following facts and circumstances (the City and Developer are sometimes referred to herein collectively as the "Parties", and each individually as a "Party"):

R E C I T A L S:

A. Cypress Marina Heights, LLC and the City previously entered into that certain Final Development Agreement dated as of March 3, 2004 (the "Development Agreement"), pursuant to which the City and Cypress Marina Heights, LLC agreed to certain matters with respect to the development of 1,050 homes (the "Project") on certain real property consisting of approximately two hundred forty-eight (248) acres, located between Imjin Road, Abrams Drive and 12th Street in the City of Marina (the "Project Site"), which is more particularly described in the Development Agreement.

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

C. The first phase of the Project consisting of roads and utilities has been substantially completed.

D. Development is underway of the first residential phase of the Project which consists of 300 homes.

E. Cypress Marina Heights, LLC has partially assigned the Development Agreement to Developer pursuant to that Partial Assignment and Assumption Agreement dated April 12, 2018 and Developer has assumed certain obligations under the Development Agreement.

F. Each of the City and Developer are requesting modifications to the Amended Development Agreement to facilitate the development of the Project which, in turn, will bring financial and other benefits to the City, including but not limited to 210 Below Market Rate Homes (defined herein) and construction of the Sea Haven Park.

G. The Parties now desire to amend the Amended Development Agreement pursuant to the terms of this Amendment.

A G R E E M E N T:

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Defined Terms.** All terms defined in the Amended Development Agreement when used herein shall have their respective meanings as set forth in the Amended Development Agreement unless expressly superseded by the terms of this Amendment. All references in this Amendment to an "Article" or a "Section" shall refer to the applicable Article or Section of the Amended Development Agreement, unless otherwise specifically provided.

2. **Defined Terms Expressly Amended or Superseded by this Amendment.**

(a) Section 1.1.2 which defines "Affiliate" is hereby deleted in its entirety.

(b) Section 1.1.4 which defines "Benchmarks" is hereby deleted in its entirety. Accordingly, the clause "but consistent with the Benchmarks," as the same appears in the first line of Section 2.12.1, is hereby deleted.

(c) Section 1.1.9 is hereby deleted in its entirety and replaced with the following:

"City Impact Fees" shall mean (a) during the Original Term, only those development impact fees of the City (and only in the amounts) set forth in Exhibit B to this Agreement (the "Original City Impact Fees"); and (b) during the Extended Term, any lawful development impact fees, taxes or assessments lawfully adopted by the City and applicable to residential developments within the City in effect or adopted by the City Council after 12:01 a.m. on November 30, 2018, as such fees may be adopted or amended from time to time during the Extended Term. (the "Updated City Impact Fees").

(d) Section 1.1.11 is hereby deleted in its entirety and replaced with the following:

"Developer" shall mean Wathen Castanos Peterson Homes, Inc. and their successor and assigns.

(e) The clause "listed on Exhibit B to this Agreement" in item (iii) of Section 1.1.16 is hereby deleted.

(f) Section 1.1.30 which defines "Project Approvals" is modified to clarify Section 1.1.30.5 and to add the following permits and approvals granted or to be granted to Developer by the City for the Project to those already enumerated in Sections 1.1.30.1 through 1.1.30.6:

- 1.1.30.5 Tentative Tract Map No. 1478 approved by City Council Resolution No. 2004-44
- 1.1.30.7 Resolution No. 2006-56, approving Phase 1 Final Map and a Subdivision Improvement Agreement
- 1.1.30.8 Resolution No. 2006-225, A Resolution if the City Council of the City of Marina Approving the Affordable Housing Program for the Marina Heights Subdivision
- 1.1.30.9 Resolution No. 2006-228, approving Phase 2 Final Map and a Subdivision Improvement Agreement for the First 299 Residential Units

- 1.1.30.10 Implementation Agreement Regarding that Certain Option Agreement by and among the Redevelopment Agency of the City of Marina, the City of Marina and Cypress Marina Heights L.P. and that Certain Development Agreement by and between the City of Marina and Cypress Marina Heights L.P. dated October 11, 2007
- 1.1.30.11 Resolution No. 2016-23, Issuing a Notice of Compliance by Cypress Marina Heights L.P. Relating to the Development Agreement for the Marina Heights Project
- 1.1.30.12 Resolution No. 2016-24, Approving Designating Wathen Castanos Homes as an Approved Builder Under the Marina Heights Option Agreement
- 1.1.30.13 Resolution No. 2016-84, by the City Council of the City of Marina Consenting to a Partial Assignment and Assumption Agreement for the Marina Heights Development Agreement from Cypress Marina Heights L.L.C. to WC Marina L.L.C. and a Partial Assignment and Assumption Agreement for the Marina Heights Option Agreement from Cypress Marina Heights LLC to WC Marina LLC
- 1.1.30.14 Resolution No. 2017-01, of the City Council of the City of Marina Acting on Behalf of the City of Marina and the Successor Agency to the City of Marina Redevelopment Agency Approving Designating Granville Homes and/or Valley Coastal Development, LLC as a Pre-Approved Homebuilder Pursuant to the Marina Heights Option Agreement
- 1.1.30.15 Ordinance No. 2018-05, approving First Amendment to Development Agreement by and between the City of Marina and Wathen Castanos Peterson Homes, Inc.

3. **New Defined Terms Added to the Amended Development Agreement by this Amendment.**

(a) **“Below Market Rate Homes”** or “BMR Homes” shall mean the 210 Residential Units consisting of 51 townhomes affordable to moderate income families, 51 townhomes and 23 cottages affordable to “workforce” families and the 85 “bridge homes” whose sales price is determined by the Option Agreement.

(b) **“Extended Term”** shall commence at 12:01 a.m. on November 30, 2018 and then terminate at 12:01 a.m. November 30, 2030.

(c) **“Market Rate Homes”** shall mean the 840 Residential Units which are not Below Market Rate Homes.

(d) **“Original Term”** shall mean the period commencing on the Effective Date and terminating at 12:01 a.m. on November 30, 2018.

4. **Term.** Section 1.2.2 is hereby deleted in its entirety and replaced with the following:

The Term of this Agreement shall commence on the Effective Date and shall continue until, and then terminate at 12:01 a.m. on November 30, 2030 (the "Term"), unless this Agreement is otherwise terminated or extended in accordance with the provisions of this Agreement. The term of this Agreement has been negotiated to allow for the occurrence of possible Force Majeure Events and it shall not be extended due to the occurrence of Force Majeure Events without express action of the City extending the term.

5. **Development and Timing.** The second through fifth sentences of Section 2.6.1 are hereby deleted in their entirety and replaced by the following:

The Below Market Rate Homes are an important, but complex component of the Project. The Project Approvals, including the General Plan and Specific Plan, allow a jump start to the Project, meaning a period in the early years of construction of the Project when the Developer has the right to develop 115 Market Rate Homes (the "Jump Start Homes") prior to developing the Below Market Rate Homes. The Project Approvals require that all product types be disbursed throughout the Project Site and integrated throughout the Project. Consistent with the Project Approvals, the Developer intends to construct the Below Market Rate Homes in a manner proportionate to construction of the Market Rate Homes, as shown in the following table:

Type of Product	Phase II	Phase III	Phase IV	Phase V	Total
Total BMR Homes	36	83	66	25	210
Total Market Rate Homes	264	212	222	142	840
Total Homes Per Phase	300	295	288	167	1050

As shown in the table above, and in accordance with the Project Approvals, Below Market Rate Homes will total 20% of the total Project. The percentage of Below Market Rate Homes per phase ranges from 12% to 28%.

All of the Below Market Rate Homes per phase of the Project, as shown in the table above, shall have "Commenced Construction" before the first certificate of occupancy is issued for the next phase; provided, however, that Developer may develop the phases shown in the table out of sequence. In the alternative, following completion of the Jump Start Homes, whenever Developer has Completed Construction on approximately 200 Market Rate Homes, Developer shall not receive a certificate of occupancy for additional Market Rate Homes until Developer has Commenced Construction on approximately 30 Below Market Rate Homes; provided, however, that at Project completion the total Below Market Rate Homes shall not be less than 20% of the total Project. "Commenced Construction" shall mean that Developer has received a building permit from the City, that site work has commenced and the Developer continues to construct the home expeditiously such that

the construction of the Below Market Rate Homes shall proceed on the same time line as the Market Rate Homes which are generally projected to be complete 12 months after construction commences.

Notwithstanding the above, if at any time Developer is unable to sell more than eight (8) BMR Homes for a period of six months after completion of such BMR Homes despite commercially reasonable efforts to find Qualified Buyers, the Developer shall have no obligation to Commence Construction on additional BMR Homes until the earlier of (a) the City and the Developer reaching agreement on changes to the BMR Homes sales program that address constraints to the sale of the BMR Homes and the unsold BMR Homes are sold; (b) the City providing the Developer a list of Qualified Buyers pursuant to the City's Below Market Rate Housing Policies and Procedures and the unsold BMR Homes are sold; or (c) notwithstanding (a) and (b) above, the unsold inventory of BMR Homes is fewer than eight (8) units.

The City is expected to administer the affordable housing program for the Project, including but not limited to providing the Developer with a list of qualified buyers (the "Qualified Buyers List") for the Below Market Rate Homes. To the extent that the City is delayed in providing the Qualified Buyers List to Developer, the Developer may select Qualified Buyers for the Below Market Rate homes, provided, however, City Staff must verify the Qualified Buyers eligibility for the Below Market Rate Homes on or before the tenth (10th) business day after the date on which the Developer provides the Qualified Buyers List to the City. City shall not withhold certificates of occupancy for Market Rate Homes under this Section if the City has caused a delay in the development of the Below Market Rate Homes.

6. **Fees.** Section 2.7.1 is hereby deleted in its entirety and replaced with the following:

2.7.1.1 During the Original Term, Developer shall be obligated to pay only the Original City Impact Fees as set forth in Exhibit B attached hereto and incorporated herein by this reference, and the City shall not impose or exact any additional fees, whether through the exercise of the police power, the taxing power, or any other means. During the Extended Term, Developer shall be obligated to pay the Updated City Impact Fees. Notwithstanding anything set forth in this Section 2.7.1.1 or in Section 2.3, during the Extended Term the Developer shall be obligated to pay any lawful and lawfully imposed fees, taxes or assessments adopted by the City subsequent to the Effective Date applicable to residential development projects within the City, including new development impact fees that were not previously included in the Original City Impact Fees.

2.7.1.2 **FORA Fee.** (a) City and Developer acknowledge that (i) Developer is currently obligated to pay at time of issuance of building permit a one-time special assessment per residential unit levied by the Fort Ord Reuse Authority ("FORA") Basewide Community Facilities District in the amount of \$23,837, which may be adjusted (the "FORA Fee"); (ii) FORA may be dissolved in 2020 and some or all of its obligations may be

transferred to local agencies. In the event that FORA is dissolved Developer acknowledges that it will no longer be obligated to pay the FORA Fee to FORA. Developer further acknowledges that City may assume certain obligations of FORA currently paid by FORA with the FORA Fee or assume obligations to collect fees or assessments from property owners and developers to pay for obligations currently covered by the FORA Fee and assumed by other public entities and that City will need to collect a fee comparable to the FORA Fee to cover such obligations.

(b) Developer agrees to cooperate with the City in addressing the replacement of the FORA Fee, including the following:

(i) Developer shall vote for inclusion of any property owned by Developer for which the FORA Fee has not already been paid within assessment districts or community facilities districts formed by the City or another regional entity, and shall pay such fees as may be imposed by such assessment districts or community facilities districts, provided such fees are lawful and lawfully imposed, and such fees do not exceed the FORA Fee in effect at the time of FORA's dissolution subject to annual adjustments equal to the lesser of (1) five percent (5%) or (2) the percentage change since the immediately preceding fiscal year in the Engineering News Record's Construction Cost Index applicable to the Marina area ("FORA Fee Adjuster").

(ii) As part of the consideration for City's agreement to extend the term of this Agreement as set forth above, Developer agrees in the event that FORA is dissolved with respect to any property owned by Developer for which the FORA Fee has not already been paid, to pay to the City a new fee to replace the FORA Fee (the "New Fee"), provided that such New Fee:

- (A) is required to be paid upon issuance of a building permit and not before,
- (B) is a one-time fee or assessment; and
- (C) the City shall be responsible for distributing such applicable portions of the New Fee to other regional agencies, if any, that assume obligations that were previously funded by the FORA Fee.

(c) Whether the New Fee is a single fee and/or assessment or multiple fees and/or assessments, it shall not in the aggregate exceed the lesser of (1) the amount of the FORA Fee at the time of FORA's dissolution as increased by the FORA Fee Adjuster; or (2) the amount that when added to any FORA related development impact fee adopted by the City or other local entities or any special assessment or special tax imposed pursuant to subsection (b)(i) above does not exceed the FORA Fee at the time of FORA's dissolution as adjusted by the FORA Fee Adjuster.

Notwithstanding anything set forth in this paragraph or the provisions of Sections 6.2 and 6.3, the provisions of this Section shall not be applicable to individual homeowners or assignees who took title to portions of the Property prior to the Effective Date of this Amendment and provided further, in no event shall the New Fee pursuant to subsection (b)(ii) and any assessment or special tax pursuant to subsection (b)(i) exceed the FORA Fee at the time of FORA's dissolution increased by the FORA Fee Adjuster. The limitations set forth herein on the amount of any fee imposed by the City or adopted by the City to replace the FORA Fee shall not in any way limit the City's ability to adopt and impose other development impact fees, special taxes, or assessments unrelated to the replacement of the FORA Fee.

7. **Park Fees.** Section 2.8.2 is hereby deleted in its entirety and replaced with the following:

During the Original Term, Developer shall pay Park Development Fees ("Park Fees") set forth in Exhibit B to this Agreement as part of the City Impact Fees. During the Extended Term, Developer shall pay the Park Fees included in the Updated City Impact Fees. The Park Fees shall be paid at the time of issuance of building permits for the applicable Residential Units. In addition to the Park Fees, Developer is obligated, pursuant to the conditions of approval of the Project, to pay up to \$1.5 million for improvements to the adjacent 18 acre park ("Sea Haven Park") as such amount is increased by the increase in the Consumer Price Index since the approval of the Original Agreement in 2004 ("Sea Haven Park Fee"). The City and Developer agree that the Sea Haven Park Fee owed as increased by the increase in the Consumer Price Index is Two Million One Hundred Thousand Dollars (\$2,100,000) as of the Effective Date of this Amendment.

Developer shall construct the Sea Haven Park, at Developer's expense, subject to the following conditions and limitations:

- (i) The total cost of the Sea Haven Park to be paid by Developer shall not exceed Three Million Dollars (\$3,000,000) including, but not limited to, design, engineering, construction and improvements. Nothing herein shall preclude the City from contributing additional funds to the construction of the Sea Haven Park.
- (ii) The design of the Sea Haven Park shall be subject to review and approval by the City in accordance with the City's standard approval process. The design of the Sea Haven Park shall be mutually agreed to by the Developer and the City.
- (iii) The Sea Haven Park shall be constructed expeditiously.
- (iv) Upon completion of the Sea Haven Park, Developer shall be relieved of the Sea Haven Park Fee;

- (v) Upon completion of the Sea Haven Park, Developer shall receive a fee credit, in an amount not to exceed nine hundred thousand dollars (\$900,000) toward the Park Fees to be paid on the 750 units in Phases III-V ("Park Fee Credit"), with the Park Fee Credit to be divided equally among the 750 units in Phases III-V and to be taken for each unit only at such time as Developer is issued a building permit for the unit. The amount of the Park Fee Credit shall be determined by the City and Developer after completion of the Sea Haven Park based on Developer's submission of certified costs evidencing the total amount spent by the Developer for the development of the Sea Haven Park and shall not exceed the lesser of (A) Nine Hundred Thousand Dollars (\$900,000) and (B) the total amount spent by the Developer for the development of the Sea Haven Park minus the Sea Haven Park Fee which is \$2,100,000. The City and Developer shall enter into a separate development and reimbursement agreement prior to the construction of the Sea Haven Park; and
- (vi) Upon completion of the Sea Haven Park, the cost of the Sea Haven Park maintenance shall be paid by the Sea Haven Home Owners Association. The maintenance cost to the Home Owners Association shall not exceed \$12,000.00 per month. The City and Sea Haven Home Owner's Association shall enter into a maintenance agreement to be recorded against the property addressing the maintenance standards and responsibilities prior to completion of the Sea Haven Park and the City shall be a third party beneficiary of the covenants, conditions and restrictions of the Sea Haven Home Owners Association with respect to the provisions governing maintenance of the Sea Haven Park and such provisions shall not be subject to amendment without the consent of the City. Maintenance of the Sea Haven Park shall be performed by a contractor mutually selected by the City and the Developer and hired by the City. Maintenance costs may include establishment of reserve funds to replace park amenities as long as such costs do not exceed \$12,000 per month.

8. **Amendment of Agreement and Subsequent Approvals.** The following paragraphs are added to the end of Article 3:

3.2.3. The Parties acknowledge that as the Project is developed, the Project Approvals may require modification or additional permits may be issued by the City (the "Subsequent Approvals"). In the event that Subsequent Approvals are approved or issued by the City, they shall automatically become part of the "Project Approvals."

3.2.4. Administrative Amendments to Agreement. This Agreement may be amended or clarified by an Administrative Amendment upon mutual consent of the City Manager and the Developer, without requirement of notice, hearing or adoption of an ordinance, for minor or clarifying changes or interpretations.

9. **Default.** Section 4.1.2.1 is hereby deleted in its entirety.
10. **Restrictions on Transfer.** Article 5 is hereby deleted in its entirety.
11. **Schedule of Benchmarks.** Exhibit D to the Development Agreement, as modified by the Implementation Agreement, is hereby deleted in its entirety.
12. **Conflict.** In the event of a conflict between terms and condition of this Amendment and the terms and conditions of the Amended Development Agreement, the terms and conditions of this Amendment shall control.
13. **No Further Modification.** Except as set forth in this Amendment, all other terms and provisions of the Amended Development Agreement are hereby ratified and confirmed and shall be and remain unmodified and in full force.
14. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which counterparts shall be deemed to be an original, and all of which counterparts, when taken together, shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the day and year first above written.

“DEVELOPER”:

WATHEN CASTANOS PETERSON
HOMES, INC.,

By: 
Its: President

“CITY”:

CITY OF MARINA

By: 
Name: CAYNE LORA
Title: CITY MANAGER

APPROVED AS TO FORM

FOR THE CITY ATTY
ROBERT RATHIE

APPROVED AS TO FORM



J. W. [illegible]
[illegible]

February 14, 2020

Item No. **8g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of February 19, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING A CONDITIONAL AIRPORT USE PERMIT FOR JOBY
AERO, INC. FOR USE OF THE MIDDLE TARMAC AND RUNWAY AT
THE MARINA MUNICIPAL AIRPORT FOR COMMERCIAL
AERONAUTICAL-RELATED GROUND TESTING ACTIVITIES AND
AUTHORIZING THE CITY MANAGER AND THE AIRPORT
SERVICES MANAGER TO EXECUTE THE CONDITIONAL AIRPORT
USE PERMIT ON BEHALF OF THE CITY SUBJECT TO FINAL
REVIEW AND APPROVAL BY THE CITY ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, approving a Conditional Airport Use Permit for Joby Aero, Inc. for use of the middle tarmac and runway at the Marina Municipal Airport for commercial aeronautical-related ground testing activities; and
2. Authorizing the City Manager, as the Airport Manager and the Airport Services Manager to execute the Conditional Airport Use Permit on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

Joby Aero, Inc., a Delaware corporation authorized to conduct business in California (“Joby”), is a co-tenant of Hangar 507 at the Marina Municipal Airport. Joby is an aeronautical tenant seeking to conduct commercial aviation-related activities involving: “truck bird” ground testing of propellers (i.e., mounting aircraft propeller(s) on a stanchion which itself is mounted to the bed of a truck which is then driven at speed to test the performance of the propeller(s)).

At the regular meeting of November 20, 2018, the City Council adopted Resolution No. 2018-129, approving a Conditional Airport Use Permit for Joby Aero, Inc. for use of the middle tarmac and runway at the Marina Municipal Airport for commercial aeronautical, aviation ground testing activities; and authorizing the City Manager to execute the Conditional Airport Use Permit on behalf of the City subject to final review and approval by the City Attorney. The 2018 CAUP was reviewed and approved by FAA.

Joby has performed approximately 10 days of ground propeller testing under the 2018 CAUP, including 2 days utilizing the runway, with no reportable incidents and/or issues.

ANALYSIS:

Joby desires to ground test propellers at two categories of speed: 1) Low speed, up to 45 mph and 2) High speed, up to 80 mph. The Conditional Airport Use Permit (CAUP) identifies two locations for ground testing: 1) Low speed testing will be conducted on the middle tarmac and 2) High speed testing will be conducted using the runway as the entire length would be required to achieve the necessary speed (“**EXHIBIT A**”).

The Term of the CAUP is March 1, 2020 through December 31, 2021. The CAUP lists Conditions of Approval which apply to conducting ground testing of propellers on both the middle tarmac and runway. The CAUP contains an Operational Safety Plan (OSP) which provides specific direction to be followed when conducting ground testing activities on the runway. In order to minimize the closure of the runway affecting aircraft operations, the OSP calls for the “soft” closure of the runway, i.e. the Permittee will monitor and communicate with air traffic so as to only close the runway when the test vehicle is ready to make a test pass and will not otherwise interfere with aircraft desiring to land or depart the Airport. To further avoid interruption to aircraft operations, ground testing activities may only be conducted on the runway from 7:30 am to 11:30 am on approved days.

Joby will be responsible for all permits, safety, personnel, and coordination of all safety issues with the Airport Services Manager and Marina Police and Fire Departments, as set forth in the Use Permit conditions and OSP.

The Airport Services Manager would maintain the schedule of middle tarmac and runway use by Joby and be responsible inform the other airport tenants in advance of ground testing activities being conducted on the runway with intermittent runway closure and the reason therefor.

FISCAL IMPACT:

Should the City Council approve this request, Joby Aero, Inc. will pay \$400.00 per day/test period and these revenues will be recorded in the Airport Enterprise Fund 555, Lic & Permits, Account No. 555.000.000.5200.010.

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/Airport Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING A CONDITIONAL AIRPORT USE PERMIT FOR JOBY AERO,
INC. FOR USE OF THE MIDDLE TARMAC AND RUNWAY AT THE
MARINA MUNICIPAL AIRPORT FOR COMMERCIAL AERONAUTICAL-
RELATED GROUND TESTING ACTIVITIES AND AUTHORIZING THE
CITY MANAGER AND THE AIRPORT SERVICES MANAGER TO
EXECUTE THE CONDITIONAL AIRPORT USE PERMIT ON BEHALF OF
THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE
CITY ATTORNEY

WHEREAS, Joby Aero, Inc. a Delaware corporation authorized to conduct business in California (“Joby”), is a co-tenant in Hangar 507 and tenant of Hangar 527 at the Marina Municipal Airport; and

WHEREAS. Joby is an aeronautical tenant seeking to conduct commercial aviation-related ground testing activities involving: “truck bird” testing of propellers (i.e., mounting an aircraft propeller(s) on a stanchion which itself is mounted to the bed of a truck which is then driven at speed to test the performance of the propeller(s)); and

WHEREAS, at the regular meeting of November 20, 2018, the City Council adopted Resolution No. 2018-129, approving a Conditional Airport Use Permit for Joby Aero, Inc. for use of the middle tarmac and runway at the Marina Municipal Airport for commercial aeronautical, aviation ground testing activities; and authorizing the City Manager to execute the Conditional Airport Use Permit on behalf of the City subject to final review and approval by the City Attorney. The 2018 CAUP was reviewed and approved by FAA; and

WHEREAS, Joby desires to ground test propellers at two categories of speed: 1) Low speed, up to 45 mph and 2) High speed, up to 80 mph. The Conditional Airport Use Permit (CAUP) identifies two locations for ground testing: 1) Low speed testing will be conducted on the middle tarmac and 2) High speed testing will be conducted using the runway as the entire length would be required to achieve the necessary speed (“**EXHIBIT A**”); and

WHEREAS, the term of the CAUP is March 1, 2020 through December 31, 2021. The CAUP lists Conditions of Approval which apply to conducting ground testing of propellers on both the middle tarmac and runway. The CAUP contains an Operational Safety Plan (OSP) which provides specific direction to be followed when conducting ground testing activities on the runway. In order to minimize the closure of the runway affecting aircraft operations, the OSP calls for the “soft” closure of the runway, i.e. the Permittee will monitor and communicate with air traffic so as to only close the runway when the test vehicle is ready to make a test pass and will not otherwise interfere with aircraft desiring to land or depart the Airport. To further avoid interruption to aircraft operations, ground testing activities may only be conducted on the runway from 7:30 am to 11:30 am on approved days; and

WHEREAS, Joby will be responsible for all permits, safety, personnel, and coordination of all safety issues with the Airport Services Manager and Marina Police and Fire Departments, as set forth in the Use Permit conditions

WHEREAS, having Joby at the Marina Municipal Airport is in furtherance of the present and future aeronautical use of the Airport and its facilities; and

WHEREAS, staff has determined that the findings for approval of the CAUP can be made, in that the proposed project as conditioned will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working at the Marina Municipal Airport or be detrimental or injurious to property and improvements near the Marina Municipal Airport or to the general welfare of the City or be detrimental to or interfere with aviation activity at the Marina Municipal Airport; and

WHEREAS, Joby Aero, Inc. will pay \$400.00 per day/test period and these revenues will be recorded in the Airport Enterprise Fund 555, Lic & Permits, Account No. 555.000.000.5200.010; and

WHEREAS, the Conditional Airport Use Permit is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15301 (Class 1 – operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses).

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

1. Approve a Conditional Airport Use Permit for Joby Aero, Inc. for use of the middle tarmac and runway at the Marina Municipal Airport for commercial aeronautical-related ground testing activities; and
2. Authorize the City Manager, as the Airport Manager and the Airport Services Manager to execute the Conditional Airport Use Permit on behalf of the City subject to final review and approval by the City Attorney.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of February 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A TO STAFF REPORT

MARINA MUNICIPAL AIRPORT CONDITIONAL AIRPORT USE PERMIT FOR THE USE OF THE MIDDLE TARMAC AND RUNWAY FOR GROUND TESTING ACTIVITIES BY JOBY AERO, INC.

THIS IS TO CERTIFY THAT, the City of Marina City Council at a regular meeting held on February 19, 2020, considered the following request, following notice and a public hearing held on that date. The City Council at that meeting then approved this Conditional Airport Use Permit (“Permit”) for the use of the runway and certain designated taxiways at the Marina Municipal Airport (“Airport”) under authority provided by the Airport Operating Ordinance Number 96-01, dated March 7, 1996 (Marina Municipal Code Chapter 13.22) and subject to the following conditions and restrictions.

REQUEST:

Request by on behalf of JOBY AERO, INC, a Delaware corporation registered to do business in California, (“Permittee”) for permission to use the runway and designated taxiways at the Airport. Permittee is a co-tenant in Building 507 and conducts aeronautical commercial activities at the Airport. Joby is seeking to conduct commercial aviation-related ground testing activities involving: “truck bird” testing of propellers, i.e., mounting aircraft propeller(s) on a stanchion which itself is mounted to the bed of a truck which is then driven at speed to test the performance of the propeller(s)). The Permit shall go into effect on March 1, 2020 and remain in effect until December 31, 2021.

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:

The City Council finds that, under strict conditions of approval:

1. The use of the runway and designated taxiways for “truck bird” ground testing of propellers and Permittee’ use of the middle tarmac and runway with intermittent closure, will not be detrimental to health, safety, peace or general welfare of the City, the Airport, the surrounding properties or the community-at-large.

2. The “truck bird” ground testing of aircraft propellers is a related aeronautical use which will not, with proper advanced notice, be detrimental or injurious to the efficiency and utility of the Airport or to Airport property and improvements.
3. Propeller testing, 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. Propeller testing, done in accordance with the conditions of this Permit, will not present or create a safety hazard to the normal operations of aircraft arriving or departing from the Airport.
5. The permitted activities can be safely maintained within the boundaries of the Airport.
6. Reasonable time periods can be and are herein designated for use of the middle tarmac and runway with intermittent closure by Joby for “truck bird” testing.
7. The charge established for the proposed use of the middle tarmac and runway is reasonable.
8. 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. Any previous editions of these forms shall be modified to indicate the business name of the Permittee: Joby Aero, Inc. It is further found that, because these 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:

Approval of this proposed use of the runway by the Federal Aviation Administration (FAA) shall be a condition precedent to the effectiveness of the use of the runway. 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. The City is responsible for obtaining FAA approval and Permittee shall fully cooperate with the City’s efforts related thereto. City will provide written notice to Permittee upon satisfaction of the Condition Precedent.

TERM OF PERMIT:

March 1, 2020 through December 31, 2021.

CHARGE:

The Permittee shall pay to the City a charge for the use of the runway and the designated taxiways equal to the amount of \$400.00 per day/test period. Airport to provide invoices to Permittee and payment shall be due thirty-five days from invoice date. Payment shall be made to the "City of Marina", 781 Neeson Road, Marina, California 93933, attention: Airport Services Manager.

Permittee acknowledges that late payment of the fee will cause the City to incur costs not contemplated by this Permit; the exact amount will be extremely difficult to ascertain. Permittee's operations must be suspended until such time as the entire payment due under this Permit is remitted to the City. Should any payment due under this Permit remain unpaid ten days after the due date of such payment, a penalty of ten percent shall be added to any payments past due and owing. City and Permittee 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 the fee by the Permittee. Acceptance of any such late charge shall not constitute a waiver of Permittee'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 fees, charges and any penalty shall accrue at the rate of one and one-half percent per month thereafter until paid.

BUSINESS LICENSE:

Permittee must obtain and keep current a business license issued by the City's Finance Department. Permit does not go into effect until the business license is obtained.

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 may be deemed sufficient cause for the suspension or termination of the Permit. Such suspension of the Permit shall be by the Airport Services Manager.

I. Operational

- A. The ground activities for the "truck bird" test shall be confined to the middle tarmac and runway with intermittent closure during designated testing periods, as designated by the City and shown in **"Exhibit A"**. The ground activities for "truck bird" test conducted on the runway shall be pursuant to the Operational Safety Plan shown in **"Exhibit B"**. **Permittee**, by its acceptance of this Permit, acknowledges and understands the use of the middle tarmac and runway is designated by the City as a temporary use and that this Permit does not contain, and may not be construed to convey, any vested right in Permittee to use another area of the Airport in connection with Permittee's activities.
- B. The middle tarmac is to be maintained by Permittee to Airport standards to the satisfaction of the Airport Services Manager. When required, maintenance and any repairs of the middle tarmac should be made in a timely manner and at the Permittee's cost. Prior to and after conducting any test operations, Permittee must examine the condition of the middle tarmac used during the test to determine if it is in a safe condition to use as a ground testing site. Any unsafe condition should

be reported in a timely manner to the Airport Services Manager and/or Airport Maintenance personnel. Permittee shall at all times cooperate and coordinate with the City prior to and in the maintenance and repair of the middle tarmac.

- C. The City shall maintain the runway to Airport standards, and at all times free of any structures, vehicles (except for the test vehicle and other related Permittee vehicles), debris, trash, fencing, etc. Prior to and after conducting any test operations, Permittee must examine the condition of the runway used during the test to determine if it is in a safe condition to use as a ground testing site and/or for aircraft operations. Any unsafe condition should be immediately reported to the Airport Services Manager and/or Airport Maintenance personnel. Should any maintenance, including sweeping, or repairs of the runway be required as determined by the Airport Services Manager, the Permittee shall reimburse the associated cost. Permittee shall at all times cooperate and coordinate with the City prior to and in the possible maintenance and repair of the runway.
- D. In the event of any damages resulting from the Permittee's activities as determined by the City/Airport Services Manager, the responsible party(s) must pay for and repair all damages to Airport facilities in a timely manner. If Permittee's activities on the site damages, for example, the tarmac due to a fuel spill and the tarmac softens or otherwise becomes unusable, Permittee shall be responsible for the cost of repairs to the damaged tarmac
- E. At least 72 hours prior to conducting any activities on the middle tarmac or runway, Permittee shall provide to and receive written approval of a written schedule of its activity dates from the Airport Services Manager and shall keep the Airport Services Manager fully informed on a timely basis by providing prior written notice concerning any and all changes concerning usage dates. The "usage dates" include the activity dates, as well as any set up and breakdown dates. Prior to the conducting any ground testing activities, Permittee shall provide to the Airport Services Manager a current list of names and contact information, including cell phone number, for principal persons who are responsible for the conduct of the activities and who should be contacted in the event of an emergency. **Prior to conducting any ground testing activities on the runway, Permittee shall confirm with the Airport Services Manager and/or Airport Staff the issuance of an appropriate NOTAM alerting aircraft/pilots of intermittent runway closures that may result in delays for aircraft landings and takeoffs.**
- F. Permittee shall adhere to any applicable FAA regulations and conduct all test operations in accordance with the City of Marina Municipal Code Chapter 13.22 "Operating Ordinance for Marina Municipal Airport" and any FAA regulations that may be in force or promulgated during the period in which the Permit is in force.
- G. For approved activity dates, "truck bird" ground testing operations may be conducted on the middle tarmac from 7:30 am to 5:00 pm and on the runway from 7:30 am to 11:30 am., subject to wind and weather conditions. The City may require Permittee to temporarily cease its use of the middle tarmac or runway to accommodate special activities permitted by the City at the Airport. City will use

its best efforts to notify Permittee within a reasonable time period prior to issuing such a requirement.

- H. Permittee shall not and shall not allow anyone to travel on or across the runway, taxiways or ramps without proper flag and radio equipment, powered up and tuned to frequency 122.7 or such frequency as the FAA or Airport Services Manager shall designate in writing and appropriate communications on Airport frequency alerting aircraft of the intended movement on or across the runway, taxiways or ramps.
- I. Radio equipment and use requirements shall be consistent with FAA Regulations. The frequency used should comply with the frequency identified in the Letter of Agreement with NORCAL TRACON. Frequency 122.7 shall be used for all ground and air activities associated with propeller testing.
- J. Parking spaces for vehicles not associated with testing shall be located in the general public parking areas at the Airport (outside of airport perimeter fence). Only vehicles essential to conducting the testing activity shall be inside of the airport perimeter fence as determined by the Airport Services Manager. There shall be no overnight parking or camping in any vehicle on Airport property per Municipal Code 10.40.150. All vehicles associated with Permittee's activities including customers, visitors, employees, and owners shall be parked in the general public parking areas at the Airport. Any vehicles parked in non-approved areas may be removed.
- K. No persons shall possess or consume any alcoholic beverage or illegal drug in or around any areas when testing activities are taking place. No person employed by or providing services to Joby Aero, Inc. shall posse, consume and/or have in his or her system any alcoholic beverage or illegal drug in or around any areas when testing activities are taking place. In addition, drivers shall not posse or have in his or her systems any legal drug that impairs or could impair their ability to operate a motor vehicle. This includes on the runway, the designated taxiway(s), in or around any associated vehicles, or anywhere on the Airport.
- L. If Permittee operates fuel servicing equipment, that equipment and fueling operations must be conducted in compliance with NFPA 407, must fully meet safety requirements as determined by the City's Risk Manager, Fire Department and Airport Manager and must be clearly labeled as to the type of fuel contained. Fuel servicing equipment shall be withdrawn from use and removed from the Airport during any period of deficiency. Surfaces upon which fuel servicing equipment is parked, in accordance with the Airport Master Plan and Airport Manager, and any adjacent areas must be kept clear of accumulation of oil, grease, fuel and debris which are potential fire and safety hazards. Equipment used for fueling of aircraft shall be insured to the satisfaction of the City's Risk Manager; insurance may include but is not necessarily limited to liability for sudden and accidental pollution and coverage for property damage and bodily injury arising out of the operation of the fuel equipment. Any equipment used for fueling of aircraft shall be inspected by the City's Fire Department prior to being brought onto the Airport by Permittee.

- M. Permittee shall cooperate with the City/Airport in notifying pilots, users and tenants of the Airport about the Permittee's activities and explaining how these activities will affect the Airport and airport operations.
- N. Operational-related notifications of a non-emergency nature, which do not constitute reportable events (as set forth below), should be made to the Airport administrative staff, either in person or by telephone (831-241-8628 and 831-212-5428). For occasions when the Airport administrative staff may not be available and the matter requires immediate attention, the Police Department Watch Commander may be contacted (831-384-7575).
- O. Permittee in accepting this Permit acknowledges that it has received and shall abide by the rules and regulations set forth in the Airport Operating Ordinance (Marina Municipal Code Chapter 13.22) and shall conduct its activities in accordance with 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.

II. Reportable Events

- A. Permittee, within 24-hours from the time of an accident, incident or reportable event which violates the regulations identified in Section I of this Permit, shall provide a written report of the incident to the City using the attached Incident Report Form, as shown in **"Exhibit C"**. The Airport Services Manager shall acknowledge receipt of the form including the date and time received and shall provide a response to Permittee within 72 hours of receipt. The Airport Services Manager shall provide written notice to Permittee of an accident or incident or reportable event. Permittee shall acknowledge receipt of the form including the date and time received and shall provide a response to the Airport Services Manager within 72 hours of receipt.
- B. Operations of essential vehicles, including the test vehicle, for purposes other than moving between the leasehold and the Test Area Command Position and/or conducting testing activities on the middle tarmac and runway as designated in **"Exhibit A"** or as described in **"Exhibit B"** and any incident, accident or conflict caused with aircraft are defined as a reportable event under this Permit.
- C. Permittee must immediately, and no later than one hour, by phone or in person, contact the Airport Services Manager (831-241-8628) or Police or Fire Department duty officers to report any accident as required by these provisions and a copy of any written report shall be provided to the City. Any situation observed that might constitute a hazard to aircraft or is not in the interest of good safety practice at the Airport must be reported immediately to a City official or officer, as described above, by telephone, in person, or using the Incident Report Form.

III. Insurance and Indemnification Required.

- A. Insurance. Permittee agrees to provide insurance in accordance with the requirements set forth herein. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2)

provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Permittee's insurance is not expected to respond to claims that may arise from the acts or omissions of the City. Proof of insurance coverage shall be provided to the City upon request. If Permittee uses 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's shall be provided by Permittee and any other entities under which the corporation shall do business, 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.

- B. Cancellation, Reduction, Change. 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.
- C. Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or a form approved in advance by the City's Risk Manager. Total limits shall be no less than one million dollars per occurrence for all coverage's and one million dollars 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 CG 20 1- 11 85. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.
- D. Auto Insurance. Primary coverage must include all vehicles, including the truck with the stanchion mounted for the test, used in relation to the testing activities on the Airport and shall be written on a commercial or business auto coverage form approved by the City including hired auto liability for bodily injury and property damage. Limits shall be no less than one million dollars per accident. Starting and ending dates shall be concurrent. The City of Marina shall be added as an additional insured using an additional insured endorsement form approved by the City.
- E. Workers' Compensation/Employers' Liability. This 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 per accident or disease and shall add the City of Marina as an additional insured employer. 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.

- F. Cancellation. 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.
- E. Indemnification. 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, attorneys 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 testing 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 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 governed by this Permit. All obligations under this provision are to be paid by Permittee as they are incurred by the City.

Without affecting the rights of the City under any provision of law, this Permit or this section, Permittee 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 written 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 are 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 shall be all inclusive and City shall 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 shall have 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 under this or any other provision of this Permit shall not be limited by the provisions of any workers' compensation act or similar act. Permittee expressly waives its statutory immunity under such statutes or laws as to City, its Airport Council, boards and commissions, officers, employees, agents, and volunteers.

Permittee agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from any assignee, subcontractor or any other person or entity involved by, for, with or on behalf of 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 and shall survive the termination of this Permit or this section.

G. Other Agreements. Permittee and City further agree as follows:

1. 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.
2. 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.
3. 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.
4. 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.
5. For purposes of insurance coverage only, this Permit shall 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.

6. All general or auto liability insurance coverage provided pursuant to this Permit shall not prohibit Permittee, Permittee's employees, or agents from waiving the right of subrogation prior to a loss. Permittee hereby waives all rights of subrogation against the City.
7. 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."
8. 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.
9. Permittee agrees 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 and umbrella liability policies using ISO form CG 20 10 11 85 Certificate(s) are to reflect that the insurer shall provide 30 days notice of any cancellation of coverage. Permittee 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.
10. 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 shall be furnished at least two weeks prior to the expiration of the coverage's.
11. 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.
12. Permittee agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insured's all parties to this Permit. Permittee agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Permittee agrees to require that no contract used by any subcontractor, or contracts Permittee enters into on behalf of City, shall reserve the right to charge back to City the cost of insurance required by this Permit. Failure of City to request copies of such contracts shall not impose any liability on City, its Airport, Council, boards and commissions, officers, employees, agents and volunteers.
13. If any of Permittee's dba entities are or should become lawfully constituted as a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers,

Affiliates, employees, agents and other persons necessary or incidental to its operation are insured's.

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

IV. Enforcement, Suspension, and Termination

- A. The conditions of this Permit may be enforced by any means and methods by which the City may secure compliance with the provisions of its Municipal Code. These include but are not necessarily in order of or limited to the following: warning notices, administrative citations, civil or criminal enforcement or injunctive relief. Multiple enforcement remedies may be used to achieve compliance with respect to persons who commit continuing violations.
- B. In lieu of or in conjunction with enforcement remedies, this Permit may be immediately suspended at any time for a violation of any of the conditions of approval as set forth herein. Written notice of suspension shall be given to Permittee, or that person then in-charge of conducting Permittee activities on the Airport, by the Airport Services Manager. The notice shall set forth the specific violation for which the immediate suspension is imposed. Permittee agrees that, upon receipt of written notice of suspension from the Airport Services Manager it will immediately cease and suspend its use of airfield facilities outside of the leasehold area(s).
- C. The Airport Services Manager agrees to cooperate with Permittee in its efforts to remedy or to address a cited violation or notice of violation for which this Permit has been suspended. If and when such violation has been addressed to the satisfaction of the Airport Services Manager, immediate verbal notice of Permit reinstatement followed within not more than 24-hours by a written notice of Permit reinstatement shall be given to Permittee.
- D. This Permit may be suspended by action of the Airport Services Manager or the Airport Manager and terminated by action of the City Council or the Airport Commission.
- E. 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 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.
- G. In the event of a request or action by the Federal Aviation Administration (FAA) to cease or terminate the activities as set forth in this conditional use permit, such

permit shall become immediately null and void without requirement of any further action by the City Council. To the extent applicable, Permittee shall comply with all FAA Assurances as shown on “**Exhibit D**” attached hereto and made a part hereof.

V. Non-Transferability, No Exclusive Right, No Right to Lease

- A. This Permit is non-transferable.
- B. 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.
- C. 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.

VI. Grant Agreement Covenants

Permittee acknowledges that City is subject to Federal grant agreement obligations as a condition precedent to granting of funds for the improvement of the Airport, and, accordingly agrees to, and agrees to be bound by, the following covenants provided by the FAA as they may apply to Permittee:

Permittee, by accepting this Permit expressly agrees for itself, its successors and assigns that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from Marina Municipal Airport or otherwise constitutes a hazard. In the event this covenant is breached, City reserves the right to enter upon the premises and cause the abatement of such interference at the expense of Permittee. There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right for the passage of aircraft in the airspace above the surface of the Premises. The public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking from, or operation on the Airport

Permittee for itself and its personal representatives, successors in interest, and assigns as part of the consideration hereto, does hereby covenant and agree 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 premises. (2) that in the construction of any improvement 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 participating 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 49 CFR Part 21 Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the City (through the City Manager) shall have the right to terminate this Permit, and to re-enter and repossess the premises and hold the same as if this Permit had never been made or issued.

City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Permittee, and without interference or hindrance. The City reserves the right, but shall not be obligated to Permittee, to

maintain and keep in repair the landing area of the Airport and all publicly o-owned facilities of the Airport together with the right to direct and control all activities of Permittee in this regard, The 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 Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. This requires the submission of FAA Form 7460-1, Notice of Construction or Alteration to the FAA.

The Permittee by accepting this Permit expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit object of natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77 or above 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 hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the Permittee.

The Permittee will furnish services on a reasonable and not unjustly discriminatory basis to all users and charge 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 types of price reductions to volume purchasers. In the event of breach of the above covenant, the City (through the City Manager) shall have the right to terminate this Permit, and to re-enter and repossess the premises and hold the same as if this Permit had never been made or issued.

The Permit will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the Airport operations area including runways, taxiways, 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 for violations of the airport safety and security requirements.

This Permit is subordinate to the City's obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the Airport.

This Permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States, relative to the development, operation, or maintenance of the Airport. Failure of the Permittee 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 Permittee's rights hereunder.

VII. Modifications for Granting FAA Funds

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 Permit, Permittee agrees to consent in writing upon the request of City to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or

requirements of this Permit as may be reasonably required to enable the City to obtain FAA funds. A failure by Permittee to so consent shall constitute termination of this Permit.

VIII. Authority

The individual executing this Permit on behalf of Joby Aero, Inc. represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of the corporation and that this Permit is binding upon the corporation in accordance with its terms.

IX. 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, by facsimile transmission, or by e-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 business day after being delivered to a recognized overnight courier; (c) if by mail, on the third business day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid; (d) if by facsimile transmission, the next business day after being transmitted, as evidenced by the confirmation slip generated by the sender's facsimile machine; or (e) if by e-mail, the business day after being transmitted, as evidenced by the confirmation generated by the sender's e-mail, addressed as follows (or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder):

To the City of Marina:

Airport Services Manager
City Hall
211 Hillcrest Avenue
Marina, California 93933
Phone: 831-384-2901
Mobile: 831-241-8628
Facsimile: 831-582-0104
E-mail: jcrechriou@cityofmarina.org

With a copy to:

City Attorney – City of Marina
Wellington Law Offices
857 Cass Street, Suite D
Monterey, California 93940
Phone: 831-373-8733
Facsimile: 831-373-7106
E-mail: attys@wellingtonlaw.com

To Joby Aero, Inc.:

Joby Aero, Inc
340 Woodpecker Ridge
Santa Cruz, California 95060
Phone: 831-426-3733 ext. 5
Facsimile: (831) 426-5666
E-mail:

THIS CERTIFICATE IS TO NOTIFY Joby Aero, Inc. that the above described Conditional Airport Use Permit was approved by the City of Marina City Council with their action and to become effective as specified in the Permit. However, requesters are notified that should any aggrieved party wish to appeal the decision of the City Council, a written appeal must be filed with the City Clerk no later than the end of the first work day which is at least ten calendar (10) days from the issuance of this Certificate, no later than 5:00 P.M. on Wednesday, March 4, 2020. Such appeal must set forth specifically the points at issue, the reasons for the appeal and describe why the person appealing the decision believes there was an error or abuse of discretion by the City Council. Should no appeal be filed within this time limit, this Certificate shall be valid as written. Any action for judicial review of this decision must be brought within the time limits specified in the California Code of Civil Procedure Section 1094.6.

Dated: March 4, 2020 at Marina, California

APPROVED/ATTEST

Layne Long
City Manager/Airport Manager
City of Marina

Jeff Crechriou
Airport Services Manager
City of Marina

Date: _____ 2020

Date: _____ 2020

I HAVE READ, UNDERSTAND AND ACKNOWLEDGE AND AGREE TO THE CONDITIONS SET FORTH IN THIS PERMIT:

Dan Coughlin
Special Projects
Joby Aero Inc.

Date: _____ 2020

Attest: Pursuant to Resolution No. 2020-____

Anita Shepherd-Sharp, Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENTS:

- EXHIBIT A Site Plan of Middle Tarmac & Runway
- EXHIBIT B Operational Safety Plan
- EXHIBIT C Incident Report Form
- EXHIBIT D FAA Assurances

EXHIBIT A

Site Plan of Middle Tarmac & Runway

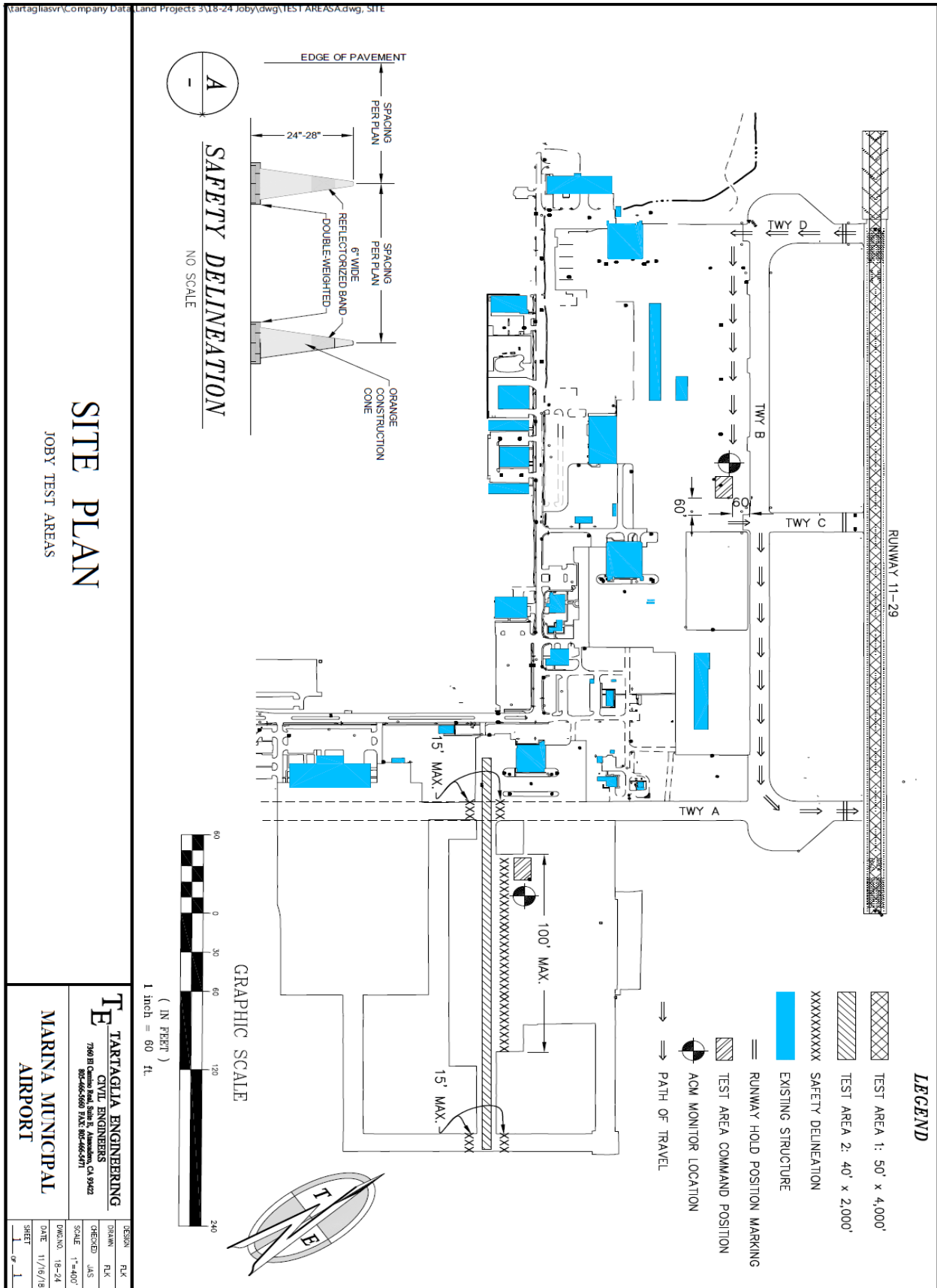


EXHIBIT B
Operational Safety Plan

Marina Municipal Airport

Operational Safety Plan

for Conducting Ground Testing of Propellers by Joby Aviation
(Revised March 20, 2019)

Compliance with the following. Refer to Site Plan (Exhibit A) for location and other pertinent information.

General Requirements and Restrictions:

1. Provide the airport with a 7-day advance notice for all on-airport testing: (831) 384-2901.
2. Testing to occur during daylight hours.
3. Other than the actual test, maximum speed on the Marina Airport is 15 miles per hour.
4. Each operation shall be staffed with an Airport Coordinating Manager (ACM), provided by the Company. This individual is tasked with:
 - A. Advance communication to the airport.
 - B. Safety and security during the event including set up and take down of delineation.
 - C. Control of all testing equipment, vehicles, and personnel, and airport perimeter security.
 - D. Ground radio frequency monitoring and communications.
 - E. Cleanliness and condition of airport pavements after each test event.
5. The Marina Airport air-band radio frequency is 122.70. The ACM shall have an air-band radio tuned to that frequency and shall be trained in radio communications.
6. Airband radio for use communicating to aircraft / pilots. Do not use for communication between testing crew and ACM, or between crews.
7. The ACM shall position themselves in a vantage point away from all sources of noise or distraction, at the Monitor Location designated for each Test Area.
8. Enter and exit airport from the Joby lease site/building.
9. Staff performing test-related work shall do-so under the direction of the ACM. Staff shall refrain from migrating beyond each test area, and beyond the point-to-point route between lease and test site.
10. Airport management reserves the right to request permanent off-airport removal of any individual whom, in the sole opinion of the airport, is behaving in an unsafe, erratic, or illogical manner. Dispute of any such removal by the Company may result in permanent termination of on-airport testing operations authority.
11. Airport management holds authority to suspend or terminate on-airport testing operations authority at any time.
12. Proceeding across the Hold Position, moving toward the runway, is considered entering / occupying the runway. Test equipment cannot occupy any part of Runway 11-29 concurrent with any aircraft.
13. While on taxiways, test equipment is considered and shall act similar to aircraft. Movement shall be purposeful with operators fully aware of on-airport aircraft movement. Maintain positive separation from aircraft and provide aircraft the right-of-way.
14. Company shall minimize their presence on the runway and taxiways to only that necessary to perform each test.

Procedures for test operations within Test Area 1 (Runway 11-29):

1. Comply with all General Requirements and Restrictions.
2. No delineation required for Test Area 1. Testing on Runway 11-29 may occur in either direction utilizing the Hold Positions on Taxiways A and D.
3. Prior to conducting any testing, confirm Airport has issued an appropriate NOTAM.
4. Set up for testing:
 - A. Testing crew, equipment, and vehicles to position themselves at the Test Area 1 Command Position.
 - B. ACM to move to the ACM Monitor Location for duration of testing operations. Remain clear of noise or distraction.
 - C. At such time as crew is ready for test, test vehicle moves from the Command Position to the Hold Position at Taxiway A or D.
 - D. ACM monitor radio for 30 seconds. When silence regarding Marina:
 - a. “Marina Municipal Airport – any aircraft in the area please advise”
 - b. If no response within 10-second period – “Marina Municipal Airport – Runway 11-29 temporarily closed for testing”. Wait 10 seconds. Instruct test crew to proceed onto runway and perform test.
 - c. ACM to monitor radio for duration of testing / occupancy of Runway 11-29.
 - a. If response, engage pilot. Do not interrupt a flight pattern into or out of Marina. Allow pilot to complete his movement / landing / take off. Then proceed with: “Marina Municipal Airport – Runway 11-29 temporarily closed for testing”. Instruct test crew to proceed with test.
 - d. ACM to determine when test vehicle has cleared the runway – “Marina Municipal Airport – Runway 11-29 is now open”.
 - E. Runway 11-29 is open and test crew is not occupying the runway so long as all materials, personal and equipment remain behind the Hold Position Marking.
 - F. At the conclusion of each test, equipment moves to the Hold Position on Taxiway A or D or back to Command Position along path delineated on sketch. Test Area 1
5. After all testing is complete:
 - A. When complete, all materials, equipment, vehicles, and the ACM return to the Test Area 1 Command Position for dis-assembly.
 - B. When organized and ready, perform a sweep of Command Position and Test Area 1, removing all FOD. Utilize the above test procedures for entering/exiting the runway for FOD removal.
 - C. Mobilize / caravan to the Joby lease site / building.
6. In the event pilot announces intention to land at Marina while test equipment is occupying Runway 11-29. ACM radio communication to pilot:
 - A. “Marina Municipal Airport – Runway 11-29 temporarily closed for testing.”
 - B. Suggest alternate airports for landing:
 - a. Salinas Municipal – 8 miles to the east.
 - b. Monterey Regional – 8 miles to the southwest.
 - c. Watsonville Municipal – 17 miles to the north.
 - d. Hollister Municipal – 25 miles to the northeast.
 - C. If pilot identifies intent to land at Marina, ask “Are you declaring an emergency?”
 - D. If “No”, direct to alternate airports, or identify the anticipated remaining duration of the closure.
 - E. If “Yes”, ask “What is the nature of the emergency?”
 - F. Identify your intention to accommodate a landing. Provide an opinion regarding the time period before the runway can be cleared. “The runway will be cleared for landing in 2 minutes”, for example.

- G. Direct all testing personal to immediately vacate the runway, to beyond the Hold Position Marking at any connecting taxiway.
- H. Identify on the radio the runway is clear.
- I. Call 911 and provide information regarding the emergency.

Procedures for test operations within Test Area 2 (middle tarmac):

- 1. Comply with all General Requirements and Restrictions.
- 2. Place delineation as shown.
- 3. ACM to move into and remain at the ACM Monitor Location shown for the duration of each test activity and so-long as delineation is in-place across Taxiway A. Monitor air-band radio.
- 4. Proceed with all testing, with operations fully contained within the delineation area.
- 5. ACM to communicate and address requests to pass through the Test Area on Taxiway A.
 - A. Inform pilot of anticipated duration of closure.
 - B. Attempt to accommodate passage through a short duration interruption to testing.
 - C. If agreed upon, remove delineation to beyond 60 feet from taxiway centerline. Instruct pilot to pass through the test area.
- 6. It is anticipated Test Area 2 operations can and will extend for several hours at a time.
- 7. Due to proximity to Test Area B, the Command Position may be located adjacent to Bldg 507.

Emergency Response:

- 1. Call 911 first.
- 2. Inform 911 operator the emergency is within the secured fence of the Marina Municipal Airport.
- 3. Instruct the operator to enter the airport through Gate 18, with direct access off of Imjin Road.
- 4. Direct two team members in two vehicles to mobilize to Gate 18, operate and hold the gate in the open position, and gain the attention of emergency response when they arrive. Presuming emergency response arrives in 2 waves, each staff member to escort emergency responders into the airport through Gate 18 to the incident.
- 5. Call airport management and inform them of the incident.
- 6. After the incident has cleared, be prepared to address any issues raised by airport staff regarding duration of occupancy of facilities due to disabled equipment or vehicles, facility integrity, FOD removal, pavement sweeping, etc.
- 7. Should the incident occur on Runway 11-29 and occupancy expected to extend beyond 30 minutes, be prepared to assist airport staff in the placement of temporary runway closure crosses, and removal of same after all materials have been removed and the site has been deemed acceptable and safe for public use.

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

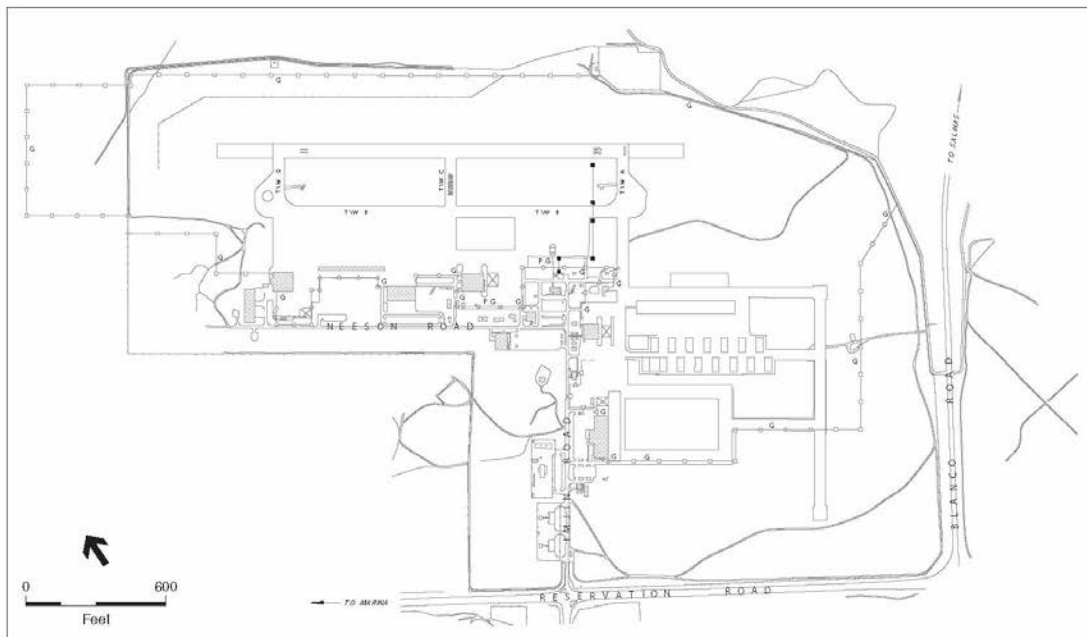


EXHIBIT D

FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH 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 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 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 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 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 suborganizations 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 of 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 owner 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.



MST HIGHLIGHTS

February 10, 2020

JANUARY EMPLOYEE OF THE MONTH

The MST Board unanimously adopted Resolution 2020-13 recognizing Elizabeth Torres the January 2020 Employee of the Month for her outstanding contribution to MST and to the entire community.

FEBRUARY EMPLOYEE OF THE MONTH

The MST Board unanimously adopted Resolution 2020-16 recognizing Moises Zamacoma the February 2020 Employee of the Month for his outstanding contribution to MST and to the entire community.

2019 EMPLOYEE OF THE YEAR

The MST Board unanimously adopted Resolution 2020-14 recognizing Renaldo Hernandez, Coach Operator, as the 2019 Employee of the Year for his outstanding contribution to MST and to the entire community.

GENERAL MANAGER EXCELLENCE AWARD 2019

The MST Board recognized Deanna Smith, recipient of the GM Excellence Award 2019 for her efficient and effective as MST's Compliance Analyst in the recent Federal Transit Association Triennial Review, and other compliance related projects.

RETIREMENT RESOLUTION

The MST Board unanimously adopted Resolution 2020-15 recognizing Jon Capella, Operations Supervisor for 19 years of service and his outstanding dedication and contribution to MST and the entire community.

MST AGENCY SAFETY PROGRAM

The MST Board unanimously approved the creation of MST's Agency Safety Plan in support of the Federal Transit Administration (FTA) requirement to develop, certify, and implement and Agency Safety Plan by July 20, 2020.

SOUTH COUNTY OPERATIONS AND MAINTENANCE FACILITY

The MST Board unanimously approved General Manager/CEO to execute necessary loan documents to finance the new facility through the Build American Bureau and the Transportation Agency for Monterey County.

FUEL EQUIPMENT AND MANAGEMENT SYSTEM AT JOE LLOYD WAY

The MST Board unanimously approved MST Staff to award a contract to Blue Energy Equipment for the purchase of fuel equipment and management system for an amount of \$132,648.

THREE-YEAR AGREEMENT WITH REMIX

The MST Board unanimously approved MST Staff to award a three-year subscription agreement contract in an amount not to exceed \$115,500 to Remix for a transit planning web-based platform to support MST Planning and other departments.

AUTHORIZED RENEWAL OF LINE OF CREDIT ACCOUNT

The MST Board unanimously approved MST Staff to renew a line of credit (LOC) account up to \$2 million revolving line of credit with Mechanics Bank, to maintain cash flow as unexpected events occur.

APPROVED SECURITY FOOT AND MOBILE PATROL SERVICES

The MST Board unanimously approved MST Staff to award a three-year contract to Allied Universal in the amount of \$486,729 for security guard foot patrol services and mobile patrol as needed and directed staff to receive board approval for any future contract extensions.

NEXT MST BOARD MEETING

The next MST board meeting will be held on March 9, 2020.

Honorable Board Members
of the Successor Agency of the Marina Redevelopment Agency

Successor Agency Meeting of
February 19, 2020

THE CITY COUNCIL OF THE CITY OF MARINA, ACTING AS THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY, APPROVING THE ISSUANCE OF BONDS IN ORDER TO MAKE PAYMENTS ON AN ENFORCEABLE OBLIGATION, APPROVING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL INDENTURE OF TRUST RELATING THERETO, REQUESTING OVERSIGHT BOARD APPROVAL OF THE ISSUANCE OF THE BONDS, REQUESTING CERTAIN DETERMINATIONS BY THE OVERSIGHT BOARD AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

REQUEST:

It is requested that the Marina City Council, acting as the Governing Board of the Successor Agency to the former Redevelopment Agency,

1. Adopt a Resolution No. 2020- (SA-MRA), that approves certain documents for a property tax increment bond issue for the Marina Dunes project, pursuant to pre-existing enforceable obligations, and take various other actions related thereto, and
2. Direct the City Manager to return to the Board with the balance of the documents required to complete this transaction, including a preliminary official statement and a bond purchase agreement.

BACKGROUND:

Prior to its dissolution, the Marina Redevelopment Agency entered into a number of agreements with Marina Community Partners, LLC, (the Developer) in connection with the Marina Dunes project. These Agreements included a Disposition and Development Agreement, two Implementation Agreements, and a Tax Increment Financing Plan and Agreement (the Agreements). The Disposition and Development Agreement, which has been placed on the Successor Agency's Recognized Obligation Payment Schedules (ROPS) and approved by the State Department of Finance (DOF), committed the former Agency to make certain payments to the Developer from tax increment generated by the Dunes project and, at the Developer's request, to issue tax increment bonds secured by these payments. The Successor Agency previously issued bonds in 2018 at the request of the Developer. Proceeds were used to partially reimburse the Developer for certain eligible expenses including construction of new infrastructure. Based on growth in assessed value since issuance of the 2018 Bonds, which supports issuance of additional bonds, the Developer has requested that the Successor Agency proceed with a second bond issuance in a letter attached as **EXHIBIT A**.

State law adopted after the dissolution of redevelopment authorizes a successor agency to issue bonds for purposes of refunding debt of the former agency and for a limited set of other purposes, including to make payments on obligations such as the Agreements entered into by the former Redevelopment Agency with the Developer. The Developer has requested that the Successor Agency proceed with this bond issue, and the resolution attached initiates that process.

The resolution takes a number of actions:

- Recognizes the Successor Agency's obligation to issue the bonds under the terms of the DDA and approves their issuance in an amount not to exceed \$18,000,000;
- Approves in substantial form a supplemental bond indenture (**"EXHIBIT B"**), which supplements the previously approved indenture for the 2018 Bonds to provide for a second bond issuance. The indenture is the basic legal document governing the bonds. The supplemental indenture must be approved prior to seeking approval of the State Department of Finance (DOF);
- Requests that the Monterey Countywide Oversight Board approve the bond issue and make certain required determinations;
- Appoints the members of the financing team; and
- Authorizes the City Manager to take additional actions as necessary to obtain Department of Finance Approval and complete the necessary bond documentation for Successor Agency approval.

The Successor Agency submitted a Recognized Obligation Payment Schedule (ROPS) for the upcoming 2020-21 fiscal year to the DOF at the end of January which includes a potential payment to the Developer from the proceeds of a new bond issue. The payment identified on the ROPS would only be made to the extent bonds are authorized by the Successor Agency, Oversight Board, the DOF, and subsequently issued. DOF has stated it will only approve the payment on the ROPS if bonds are first authorized by the Oversight Board. Approval by the Successor Agency must occur before seeking the approval of the Oversight Board, which is scheduled to consider authorization of a bond issue on February 27th. This schedule allows for authorization of the bonds by the Oversight Board prior to DOF's deadline for finalizing its review of the ROPS.

ANALYSIS:

The former Marina Redevelopment Agency entered into a Disposition and Development Agreement with the Developer to undertake a multi-phased mixed-use development on former lands of the Fort Ord Army base located in the City, which was subsequently amended by the First and Second Implementation Agreements. The Second Implementation Agreement committed the former Redevelopment Agency to pay to the Developer some of the tax increment generated by the Dunes Project as well as a portion of the tax increment generated by the Sea Haven project (formerly Marina Heights) to reimburse the Developer for infrastructure costs and costs associated with the development of affordable housing. As part of the Second Implementation Agreement, the former Redevelopment Agency and the Developer entered into a Tax Increment Financing Plan and Agreement that specified the terms of the tax increment payments to the Developer. The Tax Increment Financing Plan and Agreement provides that the Developer may, from time to time, request that the Agency issue bonds secured by the pledged tax increment to be paid to the Developer. The Agency is required to act reasonably and in good faith to issue such bonds. The Successor Agency has succeeded to the former Redevelopment Agency's obligation under the Agreements, including the Tax Increment Financing Plan and Agreement. The Successor Agency previously issued bonds in 2018 in the total amount of \$13,490,000 as required under the Agreements. The Developer is now requesting that the Successor Agency proceed with a second bond issuance in accordance with the requirements of the Tax Increment Financing Plan and Agreement, supported by additional assessed value added by new construction occurring since the issuance of the 2018 bonds.

City staff has assembled a financing team to assist the Successor Agency in meeting its obligation under the Tax Increment Financing Plan and Agreement. The team consists of KNN Public Finance as municipal advisor for assisting in managing the bond issue, Keyser Marston Associates as fiscal consultant tasked with preparing a report on the project area and the tax increment revenues as required by bond investors, Quint & Thimmig LLP, as bond and disclosure counsel, who will prepare the various legal and disclosure documents for the bond issue, and Stifel, Nicolaus & Company Incorporated to underwrite the bond issue and market it to investors. This team has worked with City staff and its counsel, Goldfarb & Lipman, to develop a plan of finance and the initial documents. Approval of the resolution, its various findings and a form of supplemental bond indenture, and the subsequent approval by the Oversight Board, will allow the transaction to be submitted to the State Department of Finance for its approval, as required by State law. During the 65-day period that the State has to approve the financing, the additional documentation required for the transaction, such as preliminary official statements, continuing disclosure agreements, and a bond purchase agreement, will be drafted for submittal to the Governing Board of the Successor Agency for its approval.

Based on projections of available tax increment revenue and using the assumptions set forth in the Tax Increment Financing Plan and Agreement, it is recommended that up to \$18,000,000 million in bonds be authorized. The actual amount of bonds that will be issued will depend on a number of factors that cannot be determined until closer to the actual sale, including whether the bonds will all bear taxable interest rates or a combination of taxable and tax-exempt rates, the actual interest rate market at the time of sale, the amount of tax-increment that can be pledged to the bonds, which will vary depending on whether the sale occurs following release of the 2020-21 assessment roll or before and whether FOR A issues its blight remediation bonds, which will result in a portion of the tax increment that previously went to FOR A going toward debt service on those bonds. The bonds will be 20-year bonds as required by the Tax Increment Financing Plan and Agreement.

As required by California law, attached as **(“EXHIBIT C”)** is a good faith estimate of certain costs associated with the bonds.

The proceeds of the bonds will be used to reimburse the Developer for costs incurred related to the development of the Dunes. The Developer previously submitted to the Former Agency invoices for infrastructure costs in the amount of \$98.7 million for infrastructure costs and \$15.6 million for costs related to affordable housing. Following disbursement of funds allocated in January 2020 for the ROPS 19-20 payment to the Developer, the Developer will have received a total of \$11 million for infrastructure costs and \$10.7 million for costs related to affordable housing from proceeds of the prior 2018 Bonds and from regular semi-annual payments. As the Dunes Project continues to development, additional costs are expected to be invoiced pursuant to the Agreements.

TONIGHT’S ACTION – The adoption of the attached resolution will approve the initial steps required prior to seeking Oversight Board approval and submitting the transaction to the State Department of Finance.

The balance of the bond documents will be presented to the Successor Agency in the coming months.

FISCAL IMPACT:

There is no direct impact on the City or the General Fund from issuing the bonds in that costs associated with issuance of the bonds are expected to be paid out of bond proceeds and debt service on the bonds will be paid from the portion of the property tax increment that is currently being paid to the Developer as required by the DDA and the Second Implementation Agreement. Proceeding with the bond issue is a key implementation step that will help to facilitate Phase 2 of the project to move forward which is estimated to generate \$13.9 million in one-time net revenues to the City and a \$1.7 million per year on-going net General Fund surplus upon completion.

CONCLUSION:

This request is submitted for Successor Agency to the Marina Redevelopment Agency consideration and possible action.

Respectfully submitted

Layne Long
City Manager [and Executive Director]
City of Marina [and Successor Agency of the Marina Redevelopment Agency]

Exhibit A – Letter from Marina Community Partners Requesting Issuance of Bonds
Exhibit B – Supplemental Indenture

RESOLUTION NO. 2020- (SA-MRA)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA, ACTING AS THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY, APPROVING THE ISSUANCE OF BONDS IN ORDER TO MAKE PAYMENTS ON AN ENFORCEABLE OBLIGATION, APPROVING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL INDENTURE OF TRUST RELATING THERETO, REQUESTING OVERSIGHT BOARD APPROVAL OF THE ISSUANCE OF THE BONDS, REQUESTING CERTAIN DETERMINATIONS BY THE OVERSIGHT BOARD, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

WHEREAS, pursuant to section 34172(a) of the California Health and Safety Code (unless otherwise noted, all section references hereinafter being to such Code), the Marina Redevelopment Agency (the “Former Agency”) has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to section 34173, the Successor Agency to the Marina Redevelopment Agency (the “Successor Agency”) has become the successor entity to the Former Agency;

WHEREAS, prior to the dissolution of the Former Agency, the Former Agency entered into a Disposition and Development Agreement, dated as of May 31, 2005 (the “DDA”), between the Former Agency and Marina Community Partners, LLC (the “Developer”), and in furtherance of certain provisions of the DDA, the Former Agency and the Developer entered into an Implementation Agreement dated as of September 9, 2006, a Second Implementation Agreement dated as of August 5, 2008 and a Tax Increment Financing Plan and Agreement, dated as of August 5, 2008 (the “Financing Plan,” and together with the DDA, the “Former Agency Obligation”);

WHEREAS, the Former Agency Obligation includes an obligation of the Successor Agency to make payments from certain Available Non-Housing Tax Increment Funds for Eligible Project Costs and to make payments from certain Available LMIHF Funds for Eligible LMIHF Costs, as such capitalized terms are defined in the Financing Plan;

WHEREAS, the Former Agency Obligation has been included on Recognized Obligation Payment Schedules prepared for the Successor Agency pursuant to section 34177, and has been recognized by the Successor Agency, the Oversight Board (as defined below) and the California Department of Finance as an “Enforceable Obligation” of the Former Agency, as such term is defined in section 34171(d);

WHEREAS, section 34177.5(a)(4) authorizes the Successor Agency to issue bonds to make payments under enforceable obligations when the enforceable obligations include the irrevocable pledge of property tax increment, formerly tax increment revenues prior to the effective date of section 34177.5, and the enforceable obligations also include the obligation to issue bonds secured by that pledge, and the Former Agency Obligation includes such an irrevocable pledge and obligation to issue bonds;

WHEREAS, pursuant to Section 6 of Part 1 and Section 6 of Part 2 of the Financing Plan, in 2017 the Developer requested that the Successor Agency issue bonds to make payments on the Former Agency Obligation;

WHEREAS, in response to the Developer's request: (a) on October 3, 2017, the governing board Successor Agency adopted Resolution No. 2017-07 (SA-MRS) approving the issuance of bonds (the "2018 Bonds") in order to make payments on the Former Agency Obligation; (b) on November 2, 2017, the governing board of the Oversight Board of the Successor Agency to the Marina Redevelopment Agency adopted Resolution No. 2017-08 (OB) approving the issuance of the 2018 Bonds by the Successor Agency (the "OB Resolution"); (c) the State of California Department of Finance delivered a letter dated February 9, 2018 to the Successor Agency approving portions of the OB Resolution, including the portion that approved the issuance of the 2018 Bonds by the Successor Agency; (d) on July 26, 2018, the Successor Agency issued the 2018 Bonds pursuant to an Indenture of Trust, dated as of July 1, 2018 (the "Original Indenture"), between the Successor Agency and MUFG Union Bank, N.A., as trustee, including the Successor Agency's Tax Allocation Bonds, Series 2018A (the "2018A Bonds") in the initial principal amount of \$6,905,000 and the Successor Agency's Housing Tax Allocation Bonds, Series 2018B (the "2018B Bonds") in the initial principal amount of \$6,585,000; and (e) the net proceeds of the 2018A Bonds were used to reimburse the Developer for Eligible Project Costs and the net proceeds of the 2018B Bonds were used to reimburse the Developer for the Eligible LMIHF Costs, all in satisfaction of portions of the Former Agency Obligation;

WHEREAS, the Developer has now sent the Successor Agency a request pursuant to Section 6 of Part 1 and Section 6 of Part 2 of the Financing Plan, dated January 15, 2020, that the Successor Agency issue two new series of bonds (the "2020 Bonds") to make additional payments on the Former Agency Obligation;

WHEREAS, in light of the foregoing, the Successor Agency desires at this time to authorize the issuance of two series of additional bonds (collectively, the "2020 Bonds"), with one such series to be secured on a parity with the 2018A Bonds and the other series to be secured on a parity with the 2018B Bonds, each under the Indenture defined below, and to use the proceeds of the 2020 Bonds to make payments to the Developer under the Former Agency Obligation, with the 2020 Bonds to be issued pursuant to a first supplemental indenture of trust (the "First Supplement"), and the Original Indenture as amended and supplemented by the First Supplement (together, the "Indenture");

WHEREAS, pursuant to section 34179(j), the Consolidated Oversight Board Successor Agency for the County of Monterey, State of California (the "Oversight Board") has been established;

WHEREAS, the Successor Agency is now requesting that the Oversight Board direct the Successor Agency to undertake the proceedings to issue the 2020 Bonds to make payments under the Former Agency Obligation and to approve the issuance of the 2020 Bonds pursuant to this Resolution and the Indenture;

WHEREAS, the Successor Agency further requests that the Oversight Board make certain determinations described below on which the Successor Agency will rely in undertaking the proceedings to issue the 2020 Bonds to make payments under the Former Agency Obligation and the issuance of the 2020 Bonds;

WHEREAS, the Successor Agency has determined to sell the 2020 Bonds to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") pursuant to the terms of a bond purchase contract to be entered into by the Successor Agency and the Underwriter; and

WHEREAS, following approval by the Oversight Board of the issuance of the 2020 Bonds by the Successor Agency and upon submission of this Resolution and a resolution of approval of the Oversight Board (the “Oversight Board Resolution”) to the California Department of Finance, the Successor Agency will, with the assistance of its disclosure counsel, its municipal advisor and its fiscal consultant, cause to be prepared a form of official statement for each series of the 2020 Bonds describing the respective series of the 2020 Bonds and containing material information relating to the Successor Agency and the respective series of the 2020 Bonds, the preliminary forms of which will be submitted to the Successor Agency for approval for distribution by the Underwriter to persons and institutions interested in purchasing 2020 Bonds, and counsel to the Underwriter will prepare a bond purchase contract relating to the sale by the Successor Agency of the 2020 Bonds to the Underwriter, the form of which also will be submitted to the Successor Agency for approval.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY hereby resolves as follows:

1. Determination of Need to Issue 2020 Bonds. The Developer has requested that the Successor Agency issue the 2020 Bonds pursuant to the Successor Agency’s obligations under the Former Agency Obligation. The Successor Agency has determined that the Former Agency Obligation is an enforceable obligation for purposes of section 34177.5(a)(4), and the Successor Agency acknowledges that it has an irrevocable obligation under the Former Agency Obligation to issue the 2020 Bonds, subject to the applicable provisions of the Former Agency Obligation, including Sections 6 of Part 1 and Section 6 of Part 2 of the Financing Plan.
2. Approval of Issuance of the 2020 Bonds. The Successor Agency hereby authorizes and approves the issuance of the 2020 Bonds in the aggregate principal amount of not to exceed \$18,000,000.
3. Approval of First Supplement. The Successor Agency hereby approves the First Supplement prescribing the terms and provisions of the 2020 Bonds and the application of the proceeds of the 2020 Bonds, in the form on file with the Secretary of the Successor Agency. The City Manager of the City of Marina (the “City Manager”), on behalf of the Successor Agency, is hereby authorized and directed to execute and deliver the First Supplement in such form, together with such changes therein, deletions therefrom and additions thereto as the City Manager shall approve, such approval to be conclusively evidenced by the execution and delivery by the City Manager of the First Supplement. The Successor Agency hereby authorizes the delivery and performance of the First Supplement.
4. Municipal Bond Insurance and Surety Bond. The City Manager is hereby authorized and directed to take all actions necessary to obtain a municipal bond insurance policy for one or both series of the 2020 Bonds and reserve account bond insurance policy for one or both series of the 2020 Bonds from a municipal bond insurance company if it is determined by the City Manager, upon consultation with the municipal advisor to the Successor Agency and the Underwriter, that such municipal bond insurance policy and/or reserve account bond insurance policy will reduce the interest cost with respect to the applicable series of the 2020 Bonds.

5. Approval of Official Statements; Underwriter and Bond Purchase Contract. (a) Following approval by the Oversight Board of the issuance of the 2020 Bonds by the Successor Agency and upon submission of this Resolution and the Oversight Board Resolution to the California Department of Finance, the Successor Agency will, with the assistance of its disclosure counsel, its fiscal consultant and its municipal advisor, cause to be prepared a form of official statement for each series of the 2020 Bonds describing the respective series of the 2020 Bonds to which it pertains and containing material information relating to the Successor Agency and the respective series of the 2020 Bonds, the preliminary forms of which will be submitted to the Successor Agency for approval for distribution by the Underwriter to persons and institutions interested in purchasing the 2020 Bonds.

(b) Stifel, Nicolaus & Company, Incorporated is hereby approved as the Underwriter for the 2020 Bonds. Following approval by the Oversight Board of the issuance of the 2020 Bonds by the Successor Agency and upon submission of this Resolution and the Oversight Board Resolution to the California Department of Finance, the Underwriter will cause to be prepared a form of bond purchase contract, the preliminary form of which will be submitted to the Successor Agency for approval.
6. Oversight Board Approval of the Issuance of the 2020 Bonds. The Successor Agency hereby requests that the Oversight Board, as authorized by section 34177.5(f), direct the Successor Agency to undertake the proceedings to issue the 2020 Bonds, and as authorized by section 34177.5(f) and section 34180, to approve the issuance of the 2020 Bonds pursuant to section 34177.5(a)(4), this Resolution and the Indenture.
7. Determinations by the Oversight Board. The Successor Agency requests that the Oversight Board make the following determinations upon which the Successor Agency will rely in undertaking the proceedings for the issuance of the 2020 Bonds:
 - (a) The Successor Agency is authorized, as provided in section 34177.5(f), to recover its costs related to the issuance of the 2020 Bonds from the proceeds of the 2020 Bonds, including the cost of reimbursing its administrative staff for time spent with respect to the authorization, issuance, sale and delivery of the 2020 Bonds;
 - (b) The application of the proceeds of the 2020 Bonds by the Successor Agency to make payments on the Former Agency Obligation, as well as the payment by the Successor Agency of costs of issuance of the 2020 Bonds, including municipal bond insurance and reserve fund bond insurance premiums, shall be implemented by the Successor Agency promptly upon sale and delivery of the 2020 Bonds, notwithstanding section 34177.3 or any other provision of law to the contrary, without the approval of the Oversight Board, the California Department of Finance, the Monterey County Auditor-Controller or any other person or entity other than the Successor Agency; and

- (c) The Successor Agency shall be entitled to receive its full Administrative Cost Allowance under section 34171 without any deductions with respect to continuing costs related to the 2020 Bonds, such as trustee's fees, auditing and fiscal consultant fees and continuing disclosure and rating agency costs (collectively, "Continuing Costs of Issuance"), and such Continuing Costs of Issuance shall be payable from property tax revenues pursuant to section 34183. In addition and as provided by section 34177.5(f), if the Successor Agency is unable to complete the issuance of the 2020 Bonds for any reason, the Successor Agency shall, nevertheless, be entitled to recover its costs incurred with respect to the proceedings for the funding of payments on the Former Agency Obligation from such property tax revenues pursuant to section 34183 without reduction in its Administrative Cost Allowance.
- 8. Filing of Resolution. The Secretary of the Successor Agency is hereby authorized and directed to file a certified copy of this Resolution with the Oversight Board, and, as provided in section 34180(j) with the Monterey County Administrative Officer, the Monterey County Auditor-Controller and the California Department of Finance.
- 9. Agreements with Consultants. The firm of KNN Public Finance is hereby designated as municipal advisor to the Successor Agency for the 2020 Bonds, the firm of Keyser Marston Associates, Inc. is hereby designated as fiscal consultant to the Successor Agency for the 2020 Bonds, and the firm of Quint & Thimmig LLP is hereby designated as Bond Counsel and as Disclosure Counsel to the Successor Agency for the 2020 Bonds. The City Manager, on behalf of the Successor Agency, is hereby authorized and directed to execute and deliver agreements with such firms for their services related to the 2020 Bonds, each such agreement to be in a form acceptable to the City Manager.
- 10. Official Actions. Any and all officers of the Successor Agency are hereby authorized and directed, for and in the name and on behalf of the Successor Agency, to do any and all things and take any and all actions, which they, or any of them, may deem necessary or advisable in obtaining the requested approvals by the Oversight Board and the California Department of Finance and in the issuance, sale and delivery of the 2020 Bonds. Whenever in this Resolution the City Manager is directed to execute any document or take any action, such execution or action may be taken on behalf of the City Manager by any person designated by the City Manager to act on his behalf in the case he is absent or unavailable.
- 11. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Marina acting as the governing board of the Successor Agency to the Marina Redevelopment Agency at a regular meeting duly held on the 19th day of February 2020, by the following vote:

AYES: COUNCIL/AGENCY MEMBERS:

NOES: COUNCIL/AGENCY MEMBERS:

ABSENT: COUNCIL/AGENCY MEMBERS:

ABSTAIN: COUNCIL/AGENCY MEMBERS:

Bruce C. Delgado, Chair

ATTEST:

Anita Sharp, Board Secretary

January 15, 2020

City of Marina
And Successor Agency to
Former Marina Redevelopment Agency
211 Hillcrest Ave.
Marina, CA 93933



Attn: Layne Long
City Manager

Dear Mr. Long,

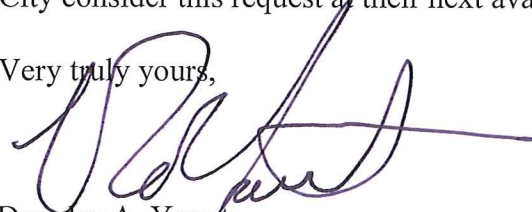
Re: Issuance of Bonds

Marina Community Partners, LLP ("MCP") respectfully requests that the City and Successor Agency approve a request for the issuance of bonds by the Successor Agency in a total principal amount of up to \$30,000,000, pursuant to the 2005 Disposition and Development Agreement, and Section Part I, Section 6 and Part II, Section 6 of the Tax Increment Financing Plan and Agreement, dated August 5, 2008. If approved by the Successor Agency, MCP understands that this request for bond issuance shall be submitted to the Consolidated Oversight Board for the County of Monterey for its consideration and then reviewed by the state Department of Finance.

The prior bonds issued in 2018 for the Dunes Project expressly contemplated the subsequent issuance of parity bonds from time to time as the Project is developed, and it is our objective to have such parity bonds issued as soon as possible, following approval of the Oversight Board and Department of Finance.

Thank you for your consideration of this request. We request that the Successor Agency and City consider this request at their next available meetings.

Very truly yours,


Douglas A. Yount
Project Director

FIRST SUPPLEMENTAL INDENTURE OF TRUST

by and between the

SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY

and

MUFG UNION BANK, N.A., as Trustee

Dated as of _____ 1, 2020

Relating to:

\$ _____

Successor Agency to the Marina Redevelopment Agency
Tax Allocation Bonds, Series 2020A

and

\$ _____

Successor Agency to the Marina Redevelopment Agency
Housing Tax Allocation Bonds, Series 2020B

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FIRST SUPPLEMENTAL INDENTURE OF TRUST

THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST (this "First Supplement"), dated as of _____ 1, 2020, is by and between the SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY, a public entity organized and existing under the laws of the State of California (the "Successor Agency"), and MUFG UNION BANK, N.A., as trustee (the "Trustee") under an Indenture of Trust, dated as of July 1, 2018, by and between the Trustee and the Successor Agency (the "Original Indenture"). Capitalized terms used in this First Supplement and not otherwise defined herein have the meanings given to such terms in the Original Indenture.

RECITALS:

WHEREAS, pursuant to Section 34173 of the California Health and Safety Code, the Successor Agency has become the successor to the former Marina Redevelopment Agency (the "Former Agency");

WHEREAS, prior to the dissolution of the Former Agency, the Former Agency entered into the DDA and the Financing Plan with Marina Community Partners, LLC (the "Developer"), and the Former Agency delivered the Promissory Notes to the Developer (the DDA, the Financing Plan and the Promissory Notes being collectively referred to herein as the "Former Agency Obligation");

WHEREAS, the Former Agency Obligation has been included on Recognized Obligation Payment Schedules prepared for the Successor Agency pursuant to section 34177 of the Community Redevelopment Law of the State of California (the "Law"), and has been recognized by the Successor Agency, the Oversight Board of the Successor Agency to the Marina Redevelopment Agency and the California Department of Finance as an "Enforceable Obligation" of the Former Agency, as such term is defined in section 34171(d) of the Law;

WHEREAS, section 34177.5(a)(4) of the Law authorizes the Successor Agency to issue bonds to make payments under enforceable obligations when the enforceable obligations include the irrevocable pledge of property tax increment, formerly tax increment revenues prior to the effective date of section 34177.5 of the Law, and the enforceable obligations also include the obligation to issue bonds secured by that pledge, and the Former Agency Obligation includes such an irrevocable pledge and obligation to issue bonds;

WHEREAS, pursuant to Section 6 of Part 1 and Section 6 of Part 2 of the Financing Plan, in 2017 the Developer requested that the Successor Agency issue bonds to make payments on the Former Agency Obligation;

WHEREAS, in response to the Developer's request: (a) on October 3, 2017, the governing board Successor Agency adopted Resolution No. 2017-07 (SA-MRS) approving the issuance of

bonds in order to make payments on the Former Agency Obligation; (b) on November 2, 2017, the governing board of the Oversight Board of the Successor Agency to the Marina Redevelopment Agency adopted Resolution No. 2017-08 (OB) approving the issuance of bonds by the Successor Agency (the "OB Resolution"); (c) the State of California Department of Finance delivered a letter dated February 9, 2018 to the Successor Agency approving portions of the OB Resolution, including the portion that approved the issuance of the 2018 Bonds by the Successor Agency; (d) on July 26, 2018, the Successor Agency issued the 2018A Bonds and the 2018B Bonds pursuant to the Indenture; (e) the net proceeds of the 2018A Bonds were deposited to the Eligible Project Costs Account and the net proceeds of the 2018B Bonds were deposited to the Eligible LMIHF Account, each established under the Original Indenture; and (f) all amounts in the Eligible Project Costs Account and the Eligible LMIHF Account were transferred to the Developer in satisfaction of portions of the Former Agency Obligation;

WHEREAS, on January 15, 2020, the Developer sent the Successor Agency a request pursuant to Section 6 of Part 1 and Section 6 of Part 2 of the Financing Plan, that the Successor Agency issue two new series of bonds to make additional payments on the Former Agency Obligation;

WHEREAS, in response to the Developer's request on February 19, 2020, the Successor Agency adopted Resolution No. _____ authorizing the issuance of its Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A (the "2020A Bonds") and its Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2020B (the "2020B Bonds"), and the Successor Agency approved and authorized the execution of this First Supplement;

WHEREAS, on February 27, 2020, the Consolidated Oversight Board Successor Agency for the County of Monterey, State of California adopted Resolution No. _____ (the "Consolidated Oversight Board Resolution") pursuant to which it approved the issuance of the 2020A Bonds and the 2020B Bonds by the Successor Agency for the purpose of making funds available to make additional payments in respect of the Former Agency Obligation; and

WHEREAS, on _____, 2020, the California Department of Finance provided a letter to the Successor Agency approving the Consolidated Oversight Board Resolution; and

WHEREAS, Section 7.01(c) of the Original Indenture authorizes the Successor Agency to enter into Supplemental Indentures, as defined therein, in connection with the issuance of Parity Debt, as defined therein; and

WHEREAS, the Successor Agency now desires to proceed with the issuance of the 2020A Bonds as Series A Parity Debt and the 2020B Bonds as Series B Parity Debt pursuant to (and as such capitalized terms are defined in) Section 3.04 of the Original Indenture, as amended by this First Supplement, and it is intended that this First Supplement constitute a "Supplemental Indenture," as such term is used in the Original Indenture; and

WHEREAS, in providing for the issuance of the 2020A Bonds and the 2020B Bonds, the Successor Agency has determined that it is necessary to amend the Original Indenture, as more particularly provided in Sections 1 and 2 hereof, as such amendments are authorized by Section 7.01 of the Original Indenture (including Section 7.01(c) thereof); and

WHEREAS, the Successor Agency has determined that all acts and proceedings required by law necessary to make the 2020A Bonds and the 2020B Bonds, when executed by the Successor Agency, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the Successor Agency, and to constitute the Original Indenture, as amended by this First Supplement, a valid and binding agreement for the uses and purposes herein and therein set forth in accordance with its terms, have been done or taken.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Supplement to Original Indenture. In accordance with the provisions of Section 7.01(c) of the Original Indenture, the Original Indenture is hereby amended by adding two new articles to be designated as Article X and Article XI. Such Article X and Article XI shall read in their entirety as follows:

ARTICLE X

2020A BONDS

Section 10.01. Definitions. Unless the context otherwise requires, the terms defined in this Section 10.01 shall, for all purposes of this Article X but not for any other purposes of this Indenture, have the respective meanings specified in this Section 10.01. All terms defined in Section 1.02 of this Indenture and not otherwise defined in this Section 10.01 shall, when used in this Article X, have the respective meanings given to such terms in such section.

"Article X" means this Article X which has been incorporated in and made a part of this Indenture pursuant to the First Supplemental Indenture of Trust, dated as of _____ 1, 2020, by and between the Successor Agency and the Trustee, together with all amendments of and supplements to this Article X entered into pursuant to the provisions of Section 7.01.

"Closing Date" means _____, 2020, being the date upon which there was a physical delivery of the 2020A Bonds in exchange for the amount representing the purchase price of the 2020A Bonds by the Original Purchaser.

"Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate of the Successor Agency pertaining to the 2020A Bonds dated as of the Closing Date, as

originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Original Purchaser" means Stifel, Nicolaus & Company, Incorporated, the first purchaser of the 2020A Bonds upon their delivery by the Trustee on the Closing Date.

"Series 2020A Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Successor Agency relating to the authorization, issuance, sale and delivery of the 2020A Bonds, including but not limited to printing expenses, operating expenses, rating agency fees, filing and recording fees, initial fees and charges and first annual administrative fee of the Trustee and fees and expenses of its counsel, fees, charges and disbursements of attorneys, municipal advisors, fiscal consultants, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the 2020A Bonds, and any other cost, charge or fee in connection with the original issuance of the 2020A Bonds.

"Series 2020A Costs of Issuance Fund" means the fund by that name established and held by the Trustee pursuant to Section 10.07.

"Series 2020A Proceeds Fund" means the fund by that name established and held by the Trustee pursuant to Section 10.06.

Section 10.02. Authorization of 2020A Bonds. The Successor Agency has reviewed all proceedings heretofore taken with respect to the 2020A Bonds and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the 2020A Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Successor Agency is now duly empowered, pursuant to each and every requirement of law, including the Refunding Bond Law, to issue the 2020A Bonds in the manner and form provided in this Indenture.

2020A Bonds in the aggregate principal amount of _____ Million _____ Hundred Thousand Dollars (\$_____) are hereby authorized to be issued by the Successor Agency as Series A Parity Debt under this Indenture, for the purpose of making deposits to the Eligible Project Costs Account of the Developer Payment Fund, to the Series 2020A Reserve Account and to the Series 2020A Costs of Issuance Fund; and the Trustee shall authenticate and deliver the 2020A Bonds to the Original Purchaser upon receipt of a request of the Successor Agency with respect thereto. The 2020A Bonds shall be authorized and issued under, and shall be subject to the terms of, this Indenture and the Law. This Indenture constitutes a continuing agreement with the Owners of all of the 2020A Bonds issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all 2020A Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The 2020A Bonds shall be designated the "Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A."

Section 10.03. Terms of 2020A Bonds. (a) The 2020A Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof. The 2020A Bonds shall be dated the Closing Date, and shall mature and become payable in the following principal amounts on September 1 in the following years, and shall bear interest at the following interest rates (based on a 360-day year comprised of twelve 30-day months):

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
--	-------------------------	----------------------

(b) Interest on the 2020A Bonds (including the final interest payment upon maturity or earlier redemption) shall be payable on each Interest Payment Date, commencing September 1, 2020, to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Trustee mailed by first class mail, postage prepaid, on the Interest Payment Date, to such Owner at the address of such Owner as it appears on the Registration Books as of such Record Date; provided however, that payment of interest may be by wire transfer to an account in the United States of America to any registered owner of 2020A Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Trustee on or before the applicable Record Date. Such instructions shall remain in effect until rescinded in writing by the Owner. Principal of and redemption premium (if any) on any 2020A Bond shall be paid upon presentation and surrender thereof, at maturity or redemption, at the Principal Corporate Trust Office. Both the principal of and interest and premium (if any) on the 2020A Bonds shall be payable in lawful money of the United States of America.

(c) The 2020A Bonds shall be dated as of their date of delivery and each 2020A Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated on or before August 15, 2020, in which event they shall bear interest from the Closing Date; provided, however, that if, as of the date of authentication of the 2020A Bonds, interest thereon is in default, the 2020A Bonds shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(d) The 2020A Bonds shall be subject to the provisions of Sections 2.06 (Transfer of Bonds), 2.07 (Exchange of Bonds), 2.09 (Temporary Bonds) and 2.10 (Bonds Mutilated, Lost, Destroyed or Stolen) of this Indenture.

(e) CUSIP numbers shall appear on the 2020A Bonds, subject to the provisions of Section 2.11 of this Indenture.

(f) The 2020A Bonds shall be subject to the Book-Entry Only System, as set forth in Section 2.12 of this Indenture, and to the provisions of Section 2.13 of this Indenture.

Section 10.04. Redemption of 2020A Bonds.

(a) Optional Redemption of 2020A Bonds. The 2020A Bonds maturing on or before September 1, ___, are not subject to optional redemption prior to maturity. The 2020A Bonds maturing on or after September 1, ___, are subject to redemption, at the option of the Successor Agency, but only with the prior written consent of the Developer to the extent required under the Financing Plan, on any date on or after September 1, ___, as a whole or in part, among such maturities as shall be determined by the Successor Agency (and, in lieu of such determination, pro rata among maturities), and by lot within a maturity, from any available source of funds, at the following redemption prices expressed as a percentage of the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption:

<u>Redemption Date</u>	<u>Redemption Price</u>
September 1, ___ to August 31, ___	%
September 1, ___ to August 31, ___	
September 1, ___ to August 31, ___	
September 1, ___ and thereafter	

The Successor Agency shall be required to give the Trustee written notice of its intention to redeem 2020A Bonds under this subsection 10.04(a) with a designation of the maturities of the 2020A Bonds to be redeemed at least forty-five (45) days prior to the date fixed for such redemption, or such lesser number of days as shall be agreed to by the Trustee.

(b) Mandatory Sinking Payment Redemption. (i) The 2020A Bonds maturing on September 1, ___ ("2020A Term Bonds"), are subject to mandatory redemption from Sinking Account payments set forth in the following schedule on September 1, ___, and on each September 1 thereafter, to and including September 1, ___, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the 2020A Term Bonds have been redeemed pursuant to subsection (a) above, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the 2020A Term Bonds so redeemed by reducing each such future Sinking Account payment on a pro rata basis (as nearly as practicable) in integral

multiples of \$5,000, as shall be designated pursuant to written notice filed by the Successor Agency with the Trustee.

Redemption Date (September 1)	Principal Amount
----------------------------------	---------------------

(c) Notice of Redemption. The Trustee on behalf and at the expense of the Successor Agency shall mail (by first class mail, postage prepaid) notice of any redemption at least thirty (30) but not more than sixty (60) days prior to the redemption date, to (i) the Owners of any 2020A Bonds designated for redemption at their respective addresses appearing on the Registration Books, and (ii) the Securities Depositories and to the Information Services designated in a Written Request of the Successor Agency filed with the Trustee at the time the Successor Agency notifies the Trustee of its intention to redeem 2020A Bonds; *provided, however,* that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2020A Bonds or the cessation of the accrual of interest thereon. Such notice shall state the redemption date and the redemption price, shall designate the CUSIP number of the 2020A Bonds to be redeemed, shall state the individual number of each Series 2020A Bond to be redeemed or state that all 2020A Bonds between two stated numbers (both inclusive) or shall state that all of the 2020A Bonds Outstanding of one or more maturities are to be redeemed, and shall require that such 2020A Bonds be then surrendered at the Principal Corporate Trust Office of the Trustee for redemption at the said redemption price, giving notice also that further interest on the 2020A Bonds to be redeemed will not accrue from and after the date fixed for redemption.

Notwithstanding the foregoing, in the case of any optional redemption of the 2020A Bonds under Section 10.04(a) above, the notice of redemption may state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys to redeem the 2020A Bonds on the anticipated redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the 2020A Bonds have not been deposited with the Trustee. In the event that the Trustee does not receive sufficient funds by the scheduled optional redemption date to so redeem the 2020A Bonds to be optionally redeemed, such event shall not constitute an Event of Default; the Trustee shall send written notice to the Owners to the effect that the redemption did not occur as anticipated, and the 2020A Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes of this Indenture.

Upon the payment of the redemption price of 2020A Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP

number identifying, by maturity, the 2020A Bonds being redeemed with the proceeds of such check or other transfer.

(d) Partial Redemption of 2020A Bonds. In the event only a portion of any Series 2020A Bond is called for redemption, then upon surrender thereof the Successor Agency shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Successor Agency, a new Series 2020A Bond or 2020A Bonds of the same interest rate and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series 2020A Bond to be redeemed.

(e) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption price of and interest on the 2020A Bonds so called for redemption shall have been duly deposited with the Trustee, such 2020A Bonds so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price and accrued interest to the redemption date, and no interest shall accrue thereon from and after the redemption date specified in such notice.

(f) Manner of Redemption. Whenever provision is made in this Indenture for the redemption of less than all of the 2020A Bonds, the Trustee will select 2020A Bonds for redemption in such order of maturity as shall be designated by the Successor Agency in its discretion, and the Trustee shall select the 2020A Bonds within a maturity to be redeemed by lot in any manner which the Trustee in its sole discretion shall deem appropriate. Notwithstanding the foregoing, if for any reason the Successor Agency fails to provide the Trustee with direction as to the maturities to be redeemed, the Trustee shall select the 2020A Bonds to be redeemed pro rata among maturities.

Section 10.05. Form of 2020A Bonds; Authentication and Delivery. The 2020A Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit C attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

The 2020A Bonds shall be executed on behalf of the Successor Agency by the signature of its Chair and the signature of its Board Secretary who are in office on the Closing Date or at any time thereafter. Either or both of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on any Series 2020A Bond ceases to be such officer before the Closing Date, such signature shall nevertheless be as effective as if the officer had remained in office until the Closing Date. Any Series 2020A Bond may be signed and attested on behalf of the Successor Agency by such persons as at the actual date of the execution of such Series 2020A Bond shall be the proper officers of the Successor Agency, duly authorized to execute debt instruments on behalf of the Successor Agency, although on the date of such Series 2020A Bond any such person shall not have been such officer of the Successor Agency.

Only such of the 2020A Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit C to this Indenture (which is Exhibit A to the First Supplemental Indenture of Trust, dated as of _____ 1, 2020, between the Successor Agency and the Trustee), manually executed and dated by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that such 2020A Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 10.06. Application of Proceeds of Sale of 2020A Bonds. Upon the receipt of the proceeds of the sale of the 2020A Bonds on the Closing Date of \$_____ (being the principal amount of the 2020A Bonds of \$_____, less an underwriter's discount of \$_____, plus an original issue premium of \$_____), the Trustee shall deposit the proceeds of sale thereof in the Series 2020A Proceeds Fund which the Trustee shall establish and hold in trust hereunder, and the Trustee shall transfer amounts in the Series 2020A Proceeds Fund as follows:

(a) The Trustee shall deposit in the Series 2020A Costs of Issuance Fund \$_____;

(b) The Trustee shall deposit \$_____ in the Series 2020A Reserve Account of the Series A Debt Service Fund; and

(c) The Trustee shall deposit \$_____ in the Eligible Project Costs Account of the Developer Payment Fund.

Following the transfers described in subparagraphs (a), (b) and (c) above, the Trustee shall close the Series 2020A Proceeds Fund. The Trustee may, in its discretion, establish a temporary fund or account in its books and records to facilitate transfers required under this Section 10.06.

Section 10.07. Series 2020A Costs of Issuance Fund. There is hereby established a separate fund to be known as the "Series 2020A Costs of Issuance Fund", which shall be held by the Trustee in trust. The Trustee shall deposit in the Series 2020A Costs of Issuance Fund the amount specified in Section 10.06(a). The moneys in the Series 2020A Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Series 2020A Costs of Issuance upon submission of a Written Request of the Successor Agency stating (a) the person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Series 2020A Costs of Issuance Fund, and (e) that such amounts have not been the subject of a prior request of the Successor Agency. On the earlier of (i) the date which is six months following the Closing Date, or (ii) the date of receipt by the Trustee of a Written Request of the Successor Agency therefor, all amounts (if any) remaining in the Series 2020A Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and transferred to the Interest Account, and the Trustee shall then close the Series 2020A Costs of Issuance Fund.

Section 10.08. Deposit and Investment of Moneys in Funds. Moneys in the funds and accounts held by the Trustee under this Article X shall be invested by the Trustee in Permitted Investments pursuant to Section 6.07 of this Indenture.

Section 10.09. Security for 2020A Bonds. The 2020A Bonds shall be Parity Debt which shall be secured in the manner and to the extent set forth in Article IV and in this Article X.

Section 10.10. Continuing Disclosure. The Successor Agency hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure of the Successor Agency to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any owner of 2020A Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Successor Agency to comply with its obligations under this Section.

Section 10.11. Effect of this Article X. Except as in this Article X expressly provided or except to the extent inconsistent with any provision of this Article X, the 2020A Bonds shall be deemed to be "Series A Parity Debt" under and within the meaning of Section 3.04, and every term and condition contained in this Indenture shall apply to the 2020A Bonds with full force and effect, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Article X.

ARTICLE XI

2020B BONDS

Section 11.01. Definitions. Unless the context otherwise requires, the terms defined in this Section 11.01 shall, for all purposes of this Article XI but not for any other purposes of this Indenture, have the respective meanings specified in this Section 11.01. All terms defined in Section 1.02 of this Indenture and not otherwise defined in this Section 11.01 shall, when used in this Article XI, have the respective meanings given to such terms in such section.

"Article XI" means this Article XI which has been incorporated in and made a part of this Indenture pursuant to the First Supplemental Indenture of Trust, dated as of _____ 1, 2020, by and between the Successor Agency and the Trustee, together with all amendments of and supplements to this Article XI entered into pursuant to the provisions of Section 7.01.

"Closing Date" means _____, 2020, being the date upon which there was a physical delivery of the 2020B Bonds in exchange for the amount representing the purchase price of the 2020B Bonds by the Original Purchaser.

"Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate of the Successor Agency pertaining to the 2020B Bonds dated as of the Closing Date, as

originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Original Purchaser" means Stifel, Nicolaus & Company, Incorporated, the first purchaser of the 2020B Bonds upon their delivery by the Trustee on the Closing Date.

"Series 2020B Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Successor Agency relating to the authorization, issuance, sale and delivery of the 2020B Bonds, including but not limited to printing expenses, operating expenses, rating agency fees, filing and recording fees, initial fees and charges and first annual administrative fee of the Trustee and fees and expenses of its counsel, fees, charges and disbursements of attorneys, municipal advisors, fiscal consultants, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the 2020B Bonds, and any other cost, charge or fee in connection with the original issuance of the 2020B Bonds.

"Series 2020B Costs of Issuance Fund" means the fund by that name established and held by the Trustee pursuant to Section 11.07.

"Series 2020B Proceeds Fund" means the fund by that name established and held by the Trustee pursuant to Section 11.06.

Section 11.02. Authorization of 2020B Bonds. The Successor Agency has reviewed all proceedings heretofore taken with respect to the 2020B Bonds and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the 2020B Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Successor Agency is now duly empowered, pursuant to each and every requirement of law, including the Refunding Bond Law, to issue the 2020B Bonds in the manner and form provided in this Indenture.

2020B Bonds in the aggregate principal amount of _____ Million _____ Hundred Thousand Dollars (\$_____) are hereby authorized to be issued by the Successor Agency as Series B Parity Debt under this Indenture, for the purpose of making deposits to the Eligible LMIHF Costs Account of the Developer Payment Fund, to the Series 2020B Reserve Account and to the Series 2020B Costs of Issuance Fund; and the Trustee shall authenticate and deliver the 2020B Bonds to the Original Purchaser upon receipt of a request of the Successor Agency with respect thereto. The 2020B Bonds shall be authorized and issued under, and shall be subject to the terms of, this Indenture and the Law. This Indenture constitutes a continuing agreement with the Owners of all of the 2020B Bonds issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all 2020B Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The 2020B Bonds shall be designated the "Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020B."

Section 11.03. Terms of 2020B Bonds. (a) The 2020B Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof. The 2020B Bonds shall be dated the Closing Date, and shall mature and become payable in the following principal amounts on September 1 in the following years, and shall bear interest at the following interest rates (based on a 360-day year comprised of twelve 30-day months):

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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(b) Interest on the 2020B Bonds (including the final interest payment upon maturity or earlier redemption) shall be payable on each Interest Payment Date, commencing September 1, 2020, to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Trustee mailed by first class mail, postage prepaid, on the Interest Payment Date, to such Owner at the address of such Owner as it appears on the Registration Books as of such Record Date; provided however, that payment of interest may be by wire transfer to an account in the United States of America to any registered owner of 2020B Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Trustee on or before the applicable Record Date. Such instructions shall remain in effect until rescinded in writing by the Owner. Principal of and redemption premium (if any) on any 2020B Bond shall be paid upon presentation and surrender thereof, at maturity or redemption, at the Principal Corporate Trust Office. Both the principal of and interest and premium (if any) on the 2020B Bonds shall be payable in lawful money of the United States of America.

(c) The 2020B Bonds shall be dated as of their date of delivery and each 2020B Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated on or before August 15, 2020, in which event they shall bear interest from the Closing Date; provided, however, that if, as of the date of authentication of the 2020B Bonds, interest thereon is in default, the 2020B Bonds shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(d) The 2020B Bonds shall be subject to the provisions of Sections 2.06 (Transfer of Bonds), 2.07 (Exchange of Bonds), 2.09 (Temporary Bonds) and 2.10 (Bonds Mutilated, Lost, Destroyed or Stolen) of this Indenture.

(e) CUSIP numbers shall appear on the 2020B Bonds, subject to the provisions of Section 2.11 of this Indenture.

(f) The 2020B Bonds shall be subject to the Book-Entry Only System, as set forth in Section 2.12 of this Indenture, and to the provisions of Section 2.13 of this Indenture.

Section 11.04. Redemption of 2020B Bonds.

(a) Optional Redemption of 2020B Bonds. The 2020B Bonds maturing on or before September 1, ___, are not subject to optional redemption prior to maturity. The 2020B Bonds maturing on or after September 1, ___, are subject to redemption, at the option of the Successor Agency, but only with the prior written consent of the Developer to the extent required under the Financing Plan, on any date on or after September 1, ___, as a whole or in part, among such maturities as shall be determined by the Successor Agency (and, in lieu of such determination, pro rata among maturities), and by lot within a maturity, from any available source of funds, at the following redemption prices expressed as a percentage of the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption:

<u>Redemption Date</u>	<u>Redemption Price</u>
September 1, ___ to August 31, ___	%
September 1, ___ to August 31, ___	
September 1, ___ to August 31, ___	
September 1, ___ and thereafter	

The Successor Agency shall be required to give the Trustee written notice of its intention to redeem 2020B Bonds under this subsection 11.04(a) with a designation of the maturities of the 2020B Bonds to be redeemed at least forty-five (45) days prior to the date fixed for such redemption, or such lesser number of days as shall be agreed to by the Trustee.

(b) Mandatory Sinking Payment Redemption. (i) The 2020B Bonds maturing on September 1, ___ ("2020B Term Bonds"), are subject to mandatory redemption from Sinking Account payments set forth in the following schedule on September 1, ___, and on each September 1 thereafter, to and including September 1, ___, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the 2020B Term Bonds have been redeemed pursuant to subsection (a) above, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the 2020B Term Bonds so redeemed by reducing each

such future Sinking Account payment on a pro rata basis (as nearly as practicable) in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the Successor Agency with the Trustee.

Redemption Date (September 1)	Principal Amount
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(c) Notice of Redemption. The Trustee on behalf and at the expense of the Successor Agency shall mail (by first class mail, postage prepaid) notice of any redemption at least thirty (30) but not more than sixty (60) days prior to the redemption date, to (i) the Owners of any 2020B Bonds designated for redemption at their respective addresses appearing on the Registration Books, and (ii) the Securities Depositories and to the Information Services designated in a Written Request of the Successor Agency filed with the Trustee at the time the Successor Agency notifies the Trustee of its intention to redeem 2020B Bonds; *provided, however,* that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2020B Bonds or the cessation of the accrual of interest thereon. Such notice shall state the redemption date and the redemption price, shall designate the CUSIP number of the 2020B Bonds to be redeemed, shall state the individual number of each Series 2020B Bond to be redeemed or state that all 2020B Bonds between two stated numbers (both inclusive) or shall state that all of the 2020B Bonds Outstanding of one or more maturities are to be redeemed, and shall require that such 2020B Bonds be then surrendered at the Principal Corporate Trust Office of the Trustee for redemption at the said redemption price, giving notice also that further interest on the 2020B Bonds to be redeemed will not accrue from and after the date fixed for redemption.

Notwithstanding the foregoing, in the case of any optional redemption of the 2020B Bonds under Section 11.04(a) above, the notice of redemption may state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys to redeem the 2020B Bonds on the anticipated redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the 2020B Bonds have not been deposited with the Trustee. In the event that the Trustee does not receive sufficient funds by the scheduled optional redemption date to so redeem the 2020B Bonds to be optionally redeemed, such event shall not constitute an Event of Default; the Trustee shall send written notice to the Owners to the effect that the redemption did not occur as anticipated, and the 2020B Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes of this Indenture.

Upon the payment of the redemption price of 2020B Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by maturity, the 2020B Bonds being redeemed with the proceeds of such check or other transfer.

(d) Partial Redemption of 2020B Bonds. In the event only a portion of any Series 2020B Bond is called for redemption, then upon surrender thereof the Successor Agency shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Successor Agency, a new Series 2020B Bond or 2020B Bonds of the same interest rate and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series 2020B Bond to be redeemed.

(e) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption price of and interest on the 2020B Bonds so called for redemption shall have been duly deposited with the Trustee, such 2020B Bonds so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price and accrued interest to the redemption date, and no interest shall accrue thereon from and after the redemption date specified in such notice.

(f) Manner of Redemption. Whenever provision is made in this Indenture for the redemption of less than all of the 2020B Bonds, the Trustee will select 2020B Bonds for redemption in such order of maturity as shall be designated by the Successor Agency in its discretion, and the Trustee shall select the 2020B Bonds within a maturity to be redeemed by lot in any manner which the Trustee in its sole discretion shall deem appropriate. Notwithstanding the foregoing, if for any reason the Successor Agency fails to provide the Trustee with direction as to the maturities to be redeemed, the Trustee shall select the 2020B Bonds to be redeemed pro rata among maturities.

Section 11.05. Form of 2020B Bonds; Authentication and Delivery. The 2020B Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit D attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

The 2020B Bonds shall be executed on behalf of the Successor Agency by the signature of its Chair and the signature of its Board Secretary who are in office on the Closing Date or at any time thereafter. Either or both of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on any Series 2020B Bond ceases to be such officer before the Closing Date, such signature shall nevertheless be as effective as if the officer had remained in office until the Closing Date. Any Series 2020B Bond may be signed and attested on behalf of the Successor Agency by such persons as at the actual date of the execution of such Series 2020B Bond shall be the proper officers of the Successor Agency, duly authorized to execute debt instruments on behalf of the Successor Agency, although on the

date of such Series 2020B Bond any such person shall not have been such officer of the Successor Agency.

Only such of the 2020B Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit D to this Indenture (which is Exhibit B to the First Supplemental Indenture of Trust, dated as of _____ 1, 2020, between the Successor Agency and the Trustee), manually executed and dated by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that such 2020B Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 11.06. Application of Proceeds of Sale of 2020B Bonds. Upon the receipt of the proceeds of the sale of the 2020B Bonds on the Closing Date of \$_____ (being the principal amount of the 2020B Bonds of \$_____, less an underwriter's discount of \$_____, plus an original issue premium of \$_____), the Trustee shall deposit the proceeds of sale thereof in the Series 2020B Proceeds Fund which the Trustee shall establish and hold in trust hereunder, and the Trustee shall transfer amounts in the Series 2020B Proceeds Fund as follows:

(a) The Trustee shall deposit in the Series 2020B Costs of Issuance Fund \$_____;

(b) The Trustee shall deposit \$_____ in the Series 2020B Reserve Account of the Series B Debt Service Fund; and

(c) The Trustee shall deposit \$_____ in the Eligible Project Costs Account of the Developer Payment Fund.

Following the transfers described in subparagraphs (a), (b) and (c) above, the Trustee shall close the Series 2020B Proceeds Fund. The Trustee may, in its discretion, establish a temporary fund or account in its books and records to facilitate transfers required under this Section 11.06.

Section 11.07. Series 2020B Costs of Issuance Fund. There is hereby established a separate fund to be known as the "Series 2020B Costs of Issuance Fund", which shall be held by the Trustee in trust. The Trustee shall deposit in the Series 2020B Costs of Issuance Fund the amount specified in Section 11.06(a). The moneys in the Series 2020B Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Series 2020B Costs of Issuance upon submission of a Written Request of the Successor Agency stating (a) the person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Series 2020B Costs of Issuance Fund, and (e) that such amounts have not been the subject of a prior request of the Successor Agency. On the earlier of (i) the date which is six months following the Closing Date, or (ii) the date of receipt by the Trustee of a Written Request of the Successor Agency therefor,

all amounts (if any) remaining in the Series 2020B Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and transferred to the Interest Account, and the Trustee shall then close the Series 2020B Costs of Issuance Fund.

Section 11.08. Deposit and Investment of Moneys in Funds. Moneys in the funds and accounts held by the Trustee under this Article XI shall be invested by the Trustee in Permitted Investments pursuant to Section 6.07 of this Indenture.

Section 11.09. Security for 2020B Bonds. The 2020B Bonds shall be Parity Debt which shall be secured in the manner and to the extent set forth in Article IV and in this Article XI.

Section 11.10. Continuing Disclosure. The Successor Agency hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure of the Successor Agency to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any owner of 2020B Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Successor Agency to comply with its obligations under this Section.

Section 11.11. Effect of this Article XI. Except as in this Article XI expressly provided or except to the extent inconsistent with any provision of this Article XI, the 2020B Bonds shall be deemed to be "Series B Parity Debt" under and within the meaning of Section 3.04, and every term and condition contained in this Indenture shall apply to the 2020B Bonds with full force and effect, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Article XI.

SECTION 2. Additional Amendments to Original Indenture.

(a) The following terms are hereby added to Section 1.02 of the Original Indenture:

"Reserve Requirement" means, with respect to the 2020A Bonds and as of any date of calculation, an amount equal to the least of (a) Maximum Annual Debt Service on the 2020A Bonds for the then current or every subsequent Bond Year, (b) 125% of average Annual Debt Service on the 2020A Bonds for the then current and every subsequent Bond Year, and (c) 10% of the original principal amount of the 2020A Bonds.

"Reserve Requirement" means, with respect to the 2020B Bonds and as of any date of calculation, an amount equal to the least of (a) Maximum Annual Debt Service on the 2020B Bonds for the then current or every subsequent Bond Year, (b) 125% of average Annual Debt Service on the 2020B Bonds for the then current and every subsequent Bond Year, and (c) 10% of the original principal amount of the 2020B Bonds.

"2020A Bonds" means the Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A, authorized by and at any time Outstanding pursuant to this Indenture.

"Series 2020A Reserve Account" means the account by that name within the Series A Debt Service Fund established and held by the Trustee pursuant to Section 4.03(a).

"2020B Bonds" means the Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020B, authorized by and at any time Outstanding pursuant to this Indenture.

"Series 2020B Reserve Account" means the account by that name within the Series B Debt Service Fund established and held by the Trustee pursuant to Section 4.03(b).

(b) The following terms defined in Section 1.02 of the Original Indenture are hereby amended as follows:

(i) The term "Parity Debt" is hereby amended by adding thereto, as a new last sentence thereof, the following: "It is hereby acknowledged that the 2020A Bonds are Parity Debt with respect to the Series 2018A Bonds, and the 2020B bonds are Parity Debt with respect to the 2018B Bonds."

(ii) The term "Term Bonds" is hereby amended by adding thereto, as a new last sentence thereof, the following: "It is hereby acknowledged that the 2020A Bonds maturing on September 1, ____ are Term Bonds and the 2020B Bonds maturing on September 1, ____ are Term Bonds."

(c) The first paragraph of Section 4.01 of the Original Indenture is hereby amended by adding thereto, as new fourth and fifth sentences thereof, the following: "The 2020A Bonds are also secured by an exclusive pledge of, security interest in and lien on amounts in the Series 2020A Reserve Account within the Series A Debt Service Fund. Except for the Pledged Non-Housing Funds and such moneys, no funds or properties of the Successor Agency shall be pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium (if any) on the 2020A Bonds."

(d) The second paragraph of Section 4.01 of the Original Indenture is hereby amended by adding thereto, as new fourth and fifth sentences thereof, the following: "The 2020B Bonds are also secured by an exclusive pledge of, security interest in and lien on amounts in the Series 2020B Reserve Account within the Series B Debt Service Fund. Except for the Available LMIHF Funds and such moneys, no funds or properties of the Successor Agency shall be pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium (if any) on the 2020B Bonds."

(e) The first sentence of the first paragraph of Section 4.03(a) of the Original Indenture is hereby amended by adding thereto, after the words "the Reserve Account" therein, the following: ", the Series 2020A Reserve Account."

(f) The first sentence of the first paragraph of Section 4.03(b) of the Original Indenture is hereby amended by adding thereto, after the words "the Reserve Account" therein, the following: ", the Series 2020B Reserve Account."

(g) Subparagraph (c) of the first paragraph of Section 6.07 of the Original Indenture is hereby amended by adding thereto, after the words "the Reserve Account" therein, the following: "or the Series 2020A Reserve Account or the Series 2020B Reserve Account."

SECTION 3. Attachment of Exhibit C. The Original Indenture is hereby further amended by incorporating therein an Exhibit C setting forth the form of the 2020A Bonds, which shall read in its entirety as set forth in Exhibit A attached hereto and by this reference made a part hereof.

SECTION 4. Attachment of Exhibit D. The Original Indenture is hereby further amended by incorporating therein an Exhibit D setting forth the form of the 2020B Bonds, which shall read in its entirety as set forth in Exhibit B attached hereto and by this reference made a part hereof.

SECTION 5. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this First Supplement shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this First Supplement. The Successor Agency hereby declares that it would have entered into this First Supplement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2020A Bonds and the 2020B Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this First Supplement may be held illegal, invalid or unenforceable.

SECTION 6. Execution in Counterparts. This First Supplement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7. Governing Law. This First Supplement shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY has caused this First Supplemental Indenture of Trust to be signed in its name by the City Manager of the City of Marina, California, and MUFG UNION BANK, N.A., in token of its acceptance of the trusts created hereunder, has caused this First Supplemental Indenture of Trust to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

SUCCESSOR AGENCY TO THE MARINA
REDEVELOPMENT AGENCY

By: _____
City Manager of the
City of Marina, California

MUFG UNION BANK, N.A., as Trustee

By: _____
Vice President

13068.02:J16732

EXHIBIT A TO FIRST SUPPLEMENTAL INDENTURE OF TRUST

EXHIBIT C
FORM OF SERIES 2020A BOND

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF MONTEREY

SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY
TAX ALLOCATION BOND, SERIES 2020A

RATE OF INTEREST:	MATURITY DATE:	DATED DATE:	CUSIP:
	September 1, ____	_____, 2020	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

The SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "Successor Agency"), for value received, hereby promises to pay (but only out of the Tax Revenues and other moneys hereafter referred to) to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Rate of Interest identified above in like lawful money from the date hereof, which date shall be the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the fifteenth calendar day of the month preceding such Interest Payment Date (a "Record Date"), in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to August 15, 2020, in which event it shall bear interest from the Dated Date identified above; *provided, however*, that if, at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or made available for payment), payable semiannually on March 1 and September 1 in each year, commencing September 1, 2020 (the "Interest Payment Dates") until payment of such Principal Amount in full.

The Principal Amount hereof is payable upon presentation hereof at the Principal Corporate Trust Office (as defined in the Indenture) of MUFG Union Bank, N.A., as trustee (the "Trustee"), or at such other place as is designated by the Trustee. Interest hereon is payable by check of the Trustee mailed by first class mail on each Interest Payment Date to the Registered Owner hereof at the address of such Registered Owner as it appears on the registration books of the Trustee as of the preceding Record Date; provided that at the written request of the owner of at least \$1,000,000 aggregate principal amount of Bonds which written request is on file with the Trustee as of any Record Date, interest on such Bonds shall be paid on the succeeding Interest Payment Date by wire transfer to such account as shall be specified in such written request.

This Bond is one of a duly authorized issue of bonds of the Successor Agency designated as the "Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A" (the "Bonds") of an aggregate principal amount of _____ Million _____ Hundred Thousand Dollars (\$_____), all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption provisions) and all issued pursuant to the provisions of Section 34177.5 of the California Health and Safety Code and pursuant to Resolution No. _____ of the Successor Agency, adopted on February 19, 2020, and Resolution No. _____ adopted by the Consolidated Oversight Board Successor Agency for the County of Monterey, State of California, on February 27, 2020, and pursuant to an Indenture of Trust, dated as of July 1, 2018, by and between the Successor Agency and the Trustee, as amended by a First Supplemental Indenture of Trust, dated as of _____ 1, 2020, between the Successor Agency and the Trustee (as so amended, the "Indenture"). Additional bonds or other obligations may be issued by the Successor Agency secured under the Indenture on a parity with the Bonds and the 2018A Bonds ("Parity Debt"), but only subject to the terms of the Indenture. Reference is hereby made to the Indenture (copies of which are on file at the office of the Trustee) and all supplements thereto for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Tax Revenues, as that term is defined in the Indenture, and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Successor Agency thereunder, to all of the provisions of which the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Successor Agency to (a) provide funds to make payments on the Former Agency Obligation (as defined in the Indenture), (b) pay certain expenses of the Successor Agency in issuing the Bonds, and (c) fund the Series 2020A Reserve Account established under the Indenture as security for the Bonds.

The Bonds are limited obligations of the Successor Agency and this Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Indenture), are payable from, and are secured by a pledge of, security interest in and lien on the Pledged Non-Housing Funds deposited from time to time in the Redevelopment Obligation Retirement Fund established pursuant to the Indenture, as described below.

There has been created and will be maintained by the Successor Agency, the Redevelopment Obligation Retirement Fund (as defined in the Indenture) into which Pledged Non-Housing Funds shall be deposited and from which the Successor Agency shall transfer Available Non-Housing Tax Increment Funds to the Trustee for payment of the principal of and the interest and redemption premium, if any, on the Bonds, the 2018A Bonds and any Parity Debt when due. As and to the extent set forth in the Indenture, Pledged Non-Housing Funds are exclusively and irrevocably pledged to and constitute a trust fund, in accordance with the terms hereof and the provisions of the Indenture and the Law, for the security and payment or redemption of, including any premium upon early redemption, and for the security and payment of interest on, the Bonds, the 2018A Bonds and any Parity Debt. In addition, the Bonds shall be secured at all times by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Series 2020A Reserve Account of the Series A Debt Service Fund, and the Bonds, the 2018A Bonds and any Parity Debt shall be additionally secured at all times by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Interest Account, the Principal Account, Sinking Account and the Redemption Account of the Series A Debt Service Fund (as such terms are defined in the Indenture). Except for the Pledged Non-Housing Funds and moneys in the Series A Debt Service Fund and the accounts therein, no funds or properties of the Successor Agency shall be pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium, if any, on the Bonds.

The Bonds maturing on or before September 1, ___, are not subject to optional redemption prior to maturity. The Bonds maturing on or after September 1, ___, are subject to redemption, at the option of the Successor Agency, but only with the prior written consent of the Developer to the extent required under the Financing Plan, on any date on or after September 1, ___, as a whole or in part, among such maturities as shall be determined by the Successor Agency (and, in lieu of such determination, pro rata among maturities), and by lot within a maturity, from any available source of funds, at the following redemption prices expressed as a percentage of the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption:

<u>Redemption Date</u>	<u>Redemption Price</u>
September 1, ___ to August 31, ___	%
September 1, ___ to August 31, ___	
September 1, ___ to August 31, ___	
September 1, ___ and thereafter	

The Bonds maturing on September 1, ___, are subject to mandatory redemption from Sinking Account payments set forth in the following schedule on September 1, ___, and on each September 1 thereafter, to and including September 1, ___, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption.

Redemption Date (September 1)	Principal Amount

As provided in the Indenture, notice of redemption shall be mailed by the Trustee by first class mail not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the respective owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books of the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Principal Corporate Trust Office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new fully registered Bond or Bonds, of any authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. The Trustee may refuse to transfer or exchange (a) any Bonds during the fifteen (15) days prior to the date established for the selection of Bonds for redemption, or (b) any Bonds selected for redemption.

The Successor Agency and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Successor Agency and the Trustee shall not be affected by any notice to the contrary.

The rights and obligations of the Successor Agency and the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest or redemption premiums (if any) at the time and place and at the rate and in the currency provided herein of any Bond without the express written consent of the registered owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee.

This Bond is not a debt of the City of Marina, the State of California, or any of its political subdivisions, and neither said City, said State, nor any of its political subdivisions is liable hereon, nor in any event shall this Bond be payable out of any funds or properties other than those of the Successor Agency. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the Law and the laws of the State of California and that the amount of this Bond, together with all other indebtedness of the Successor Agency, does not exceed any limit prescribed by the Law or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Successor Agency to the Marina Redevelopment Agency has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its Chair and attested to by the facsimile signature of its Board Secretary, all as of the date of issuance of the Bonds.

SUCCESSOR AGENCY TO THE MARINA
REDEVELOPMENT AGENCY

By: _____
Chair

ATTEST:

By: _____
Board Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Authentication Date: _____

MUFG UNION BANK, N.A., as Trustee

By: _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto

(Name, Address and Tax Identification or Social Security Number)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signatures Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.

Note: The signatures(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B TO FIRST SUPPLEMENTAL INDENTURE OF TRUST

EXHIBIT D
FORM OF SERIES 2020B BOND

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF MONTEREY

SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY
HOUSING TAX ALLOCATION BONDS, SERIES 2020B

RATE OF INTEREST:	MATURITY DATE:	DATED DATE:	CUSIP:
	September 1, ____	_____, 2020	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

The SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "Successor Agency"), for value received, hereby promises to pay (but only out of the Tax Revenues and other moneys hereafter referred to) to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Rate of Interest identified above in like lawful money from the date hereof, which date shall be the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the fifteenth calendar day of the month preceding such Interest Payment Date (a "Record Date"), in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to August 15, 2020, in which event it shall bear interest from the Dated Date identified above; *provided, however*, that if, at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or made available for payment), payable semiannually on March 1 and September 1 in each year, commencing September 1, 2020 (the "Interest Payment Dates") until payment of such Principal Amount in full.

The Principal Amount hereof is payable upon presentation hereof at the Principal Corporate Trust Office (as defined in the Indenture) of MUFG Union Bank, N.A., as trustee (the "Trustee"), or at such other place as is designated by the Trustee. Interest hereon is payable by check of the Trustee mailed by first class mail on each Interest Payment Date to the Registered Owner hereof at the address of such Registered Owner as it appears on the registration books of the Trustee as of the preceding Record Date; provided that at the written request of the owner of at least \$1,000,000 aggregate principal amount of Bonds which written request is on file with the Trustee as of any Record Date, interest on such Bonds shall be paid on the succeeding Interest Payment Date by wire transfer to such account as shall be specified in such written request.

This Bond is one of a duly authorized issue of bonds of the Successor Agency designated as the "Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020B" (the "Bonds") of an aggregate principal amount of _____ Million _____ Hundred Thousand Dollars (\$_____), all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption provisions) and all issued pursuant to the provisions of Section 34177.5 of the California Health and Safety Code and pursuant to Resolution No. _____ of the Successor Agency, adopted on February 19, 2020, and Resolution No. _____ adopted by the Consolidated Oversight Board Successor Agency for the County of Monterey, State of California on February 27, 2020, and pursuant to an Indenture of Trust, dated as of July 1, 2018, by and between the Successor Agency and the Trustee, as amended by a First Supplemental Indenture of Trust, dated as of _____ 1, 2020, between the Successor Agency and the Trustee (as so amended, the "Indenture"). Additional bonds or other obligations may be issued by the Successor Agency secured under the Indenture on a parity with the Bonds and the 2018B Bonds ("Parity Debt"), but only subject to the terms of the Indenture. Reference is hereby made to the Indenture (copies of which are on file at the office of the Trustee) and all supplements thereto for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Tax Revenues, as that term is defined in the Indenture, and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Successor Agency thereunder, to all of the provisions of which the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Successor Agency to (a) provide funds to make payments on the Former Agency Obligation (as defined in the Indenture), and (b) pay certain expenses of the Successor Agency in issuing the Bonds, and (c) fund the Series 2020B Reserve Account established under the Indenture as security for the Bonds.

The Bonds are limited obligations of the Successor Agency and this Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Indenture), are payable from, and are secured by a pledge of, security interest in and lien on the Available LMIHF Funds deposited from time to time in the Redevelopment Obligation Retirement Fund established pursuant to the Indenture, as described below.

There has been created and will be maintained by the Successor Agency, the Redevelopment Obligation Retirement Fund (as defined in the Indenture) into which Available LMIHF Funds shall be deposited and from which the Successor Agency shall transfer Available LMIHF Funds to the Trustee for payment of the principal of and the interest and redemption premium, if any, on the Bonds, the 2018B Bonds and any Parity Debt when due. As and to the extent set forth in the Indenture, all such Available LMIHF Funds are exclusively and irrevocably pledged to and constitute a trust fund, in accordance with the terms hereof and the provisions of the Indenture and the Law, for the security and payment or redemption of, including any premium upon early redemption, and for the security and payment of interest on, the Bonds and any Parity Debt. In addition, the Bonds, the 2018B Bonds shall be secured at all times by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Series 2020B Reserve Account of the Series B Debt Service Fund, and the Bonds, the 2018B Bonds and any Parity Debt shall be additionally secured at all times by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Interest Account, the Principal Account, Sinking Account and the Redemption Account of the Series B Debt Service Fund (as such terms are defined in the Indenture). Except for the Available LMIHF Funds and moneys in the Series B Debt Service Fund and the accounts therein, no funds or properties of the Successor Agency shall be pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium, if any, on the Bonds.

The Bonds maturing on or before September 1, ___, are not subject to optional redemption prior to maturity. The Bonds maturing on or after September 1, ___, are subject to redemption, at the option of the Successor Agency, but only with the prior written consent of the Developer to the extent required under the Financing Plan, on any date on or after September 1, ___, as a whole or in part, among such maturities as shall be determined by the Successor Agency (and, in lieu of such determination, pro rata among maturities), and by lot within a maturity, from any available source of funds, at the following redemption prices expressed as a percentage of the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption:

<u>Redemption Date</u>	<u>Redemption Price</u>
September 1, ___ to August 31, ___	%
September 1, ___ to August 31, ___	
September 1, ___ to August 31, ___	
September 1, ___ and thereafter	

The Bonds maturing on September 1, ___, are subject to mandatory redemption from Sinking Account payments set forth in the following schedule on September 1, ___, and on each September 1 thereafter, to and including September 1, ___, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption.

Redemption Date (September 1)	Principal Amount

As provided in the Indenture, notice of redemption shall be mailed by the Trustee by first class mail not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the respective owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books of the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Principal Corporate Trust Office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new fully registered Bond or Bonds, of any authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. The Trustee may refuse to transfer or exchange (a) any Bonds during the fifteen (15) days prior to the date established for the selection of Bonds for redemption, or (b) any Bonds selected for redemption.

The Successor Agency and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Successor Agency and the Trustee shall not be affected by any notice to the contrary.

The rights and obligations of the Successor Agency and the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest or redemption premiums (if any) at the time and place and at the rate and in the currency provided herein of any Bond without the express written consent of the registered owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee.

This Bond is not a debt of the City of Marina, the State of California, or any of its political subdivisions, and neither said City, said State, nor any of its political subdivisions is liable hereon, nor in any event shall this Bond be payable out of any funds or properties other than those of the Successor Agency. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the Law and the laws of the State of California and that the amount of this Bond, together with all other indebtedness of the Successor Agency, does not exceed any limit prescribed by the Law or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Successor Agency to the Marina Redevelopment Agency has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its Chair and attested to by the facsimile signature of its Board Secretary, all as of the date of issuance of the Bonds.

SUCCESSOR AGENCY TO THE MARINA
REDEVELOPMENT AGENCY

By: _____
Chair

ATTEST:

By: _____
Board Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Authentication Date: _____

MUFG UNION BANK, N.A., as Trustee

By: _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto

(Name, Address and Tax Identification or Social Security Number)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signatures Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.

Note: The signatures(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Supplement to Staff Report Regarding Approving the Issuance of Bonds by the Successor Agency to the Marina Redevelopment Agency in Order to Make Payments on an Enforceable Obligation with Marina Community Partners

DISCLOSURES OF GOOD FAITH ESTIMATES

State law (SB 450, effective January 1, 2018 adding Section 5852.1 to the Government Code) requires that the governing body of the agency issuing bonds obtain and disclose certain information based on a good faith estimate of the underwriter and financial advisor. The following information has been provided by the financial advisor (KNN Public Finance) with input and review from the underwriter (Stifel).

These estimates support the authorization of up to \$18 million in bonds, which would assume that the Successor Agency has access to a portion of the tax increment that would be pledged to bonds of the Fort Ord Reuse Authority if issued by June 30, 2020, would finance the maximum amount of housing project proceeds that could be supported by current increment, and assume current interest rates.

- True interest cost of the Bonds: 3.35%
- The finance charge of the Bonds, which means the sum of all fees and charges paid to third parties: \$525,000
- Amount of proceeds received by the public body for sale of the Bonds less the finance charge of the bonds described above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds: \$15,570,000
- Any reserves or capitalized interest paid or funded with proceeds of the Bonds: \$1,500,000 (debt service reserve fund)
- Total Bond debt service payment amount through maturity of the Bonds: \$24,735,000

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of February 19, 2020

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2020-, RECEIVING A PRESENTATION, APPROVING THE CONCEPT PLAN FOR THE PARK AT SEA HAVEN, APPROVING THE ALLOCATION OF UP TO \$700,000 FROM THE PARK IMPACT FEE FUND TO FINANCE ADDITIONAL PARK FEATURES THAT ARE BEYOND THE DEVELOPERS FUNDING COMMITMENT FOR THE PARK, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

REQUEST:

It is requested that the City Council:

1. Adopt Resolution No. 2020-, receive a presentation and provide comments on the preliminary concept plan for the park at Sea Haven,
2. Approve the concept plan for the park at Sea Haven,
3. Approve the allocation of up to \$700,000 from the Park Impact Fee Fund to finance additional park features that are beyond the developers funding commitment for the park, and
4. Authorize the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

The City commenced a park planning process for the park at Sea Haven, the park at The Dunes, Glorya Jean-Tate Park, and the Equestrian Center in 2018. An open house on parks design was held on November 13th, 2018. At the open house, community members viewed plan sheets that showed the four existing parks and bubble diagrams containing elements identified in master plans. The participants also had a pallet of park amenities to select from for possible inclusion. Staff and the consultant team received input from 44 participants. The input was reviewed by staff and selection of elements were incorporated into draft conceptual parks plans for the park at The Dunes, Glorya Jean-Tate Park, and the Equestrian Center by the City's landscape architect, Verde. The programming for the park at Sea Haven was integrated into a draft concept plan by the developer's landscape architect, Wallace Group.

The four parks concept plans were presented to a joint Public Works Commission and Recreation and Cultural Services Commission on February 21, 2019. The Commissioners received the presentation, heard comments from the public, and made recommendations for changes.

The Sea Haven Park concept plan was presented to City Council on April 9, 2019. The City Council provided comments on the following park features:

- Consider the need for lighting
- Provide a Tree Plan (Added conceptual tree layout and tree palette. Specific tree planting design to be determined during construction document phase)
- Provide Wind protection at Amphitheater (amphitheater has been removed from the current concept).
- Show Potential Art Locations for future, by others
- Add a path from Logan / Denali

- Provide age 0-5 Play features (Specific play features to be defined at construction document level, with opportunities for sand/tactile, family play/ gathering, balance/ exploration paths, age-appropriate climbing, swing(s) and slide(s)).

Input and comments on the draft Sea Haven Park concept plan were incorporated in the plans that are attached (“**EXHIBIT A**”) and will be presented by staff and consultants. It is anticipated that there will be slight variations from the preliminary plans as actual grading and utilities are accounted for. The basic programming and elements of the parks will remain as close to what is approved as possible.

Sea Haven, per the Development Agreement, is obligated to contribute up to \$3 million for the construction of the park. The park as currently designed will cost Sea Haven at least \$3 million to construct. This plan includes:

- parking lot with lights;
- playground area
- four restroom stalls
- multiple picnic/bbq areas
- paved loop & trail
- small dog park and large dog park
- disc golf course
- art opportunity area
- open turf area
- natural seeded area
- trees and wind breaks

The development agreement anticipated that the cost of the park would be more than \$3 million and does not preclude the city from contributing monies from park impact fees for additional park improvements.

Staff is proposing that the Council allocate up to \$700,000 for additional park features which would include pickleball courts which were supported in earlier discussions with the community and additional playground equipment.

FISCAL IMPACT:

The basic core park will be funded by Sea Haven at a cost of at least \$3 million. Staff is proposing Council allocate \$700,000 from Park Impact Fees which currently have a fund balance of \$4,815,068 for the addition of park equipment and features that will make the Sea Haven Park the community resource that is envisioned.

Over the course of Sea Haven’s development, it will contribute an additional \$7 million towards park impact fees which will be used in the development of other parks in the City.

CONCLUSION:

This request is submitted for City Council consideration.

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

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

RECEIVING A PRESENTATION, APPROVING THE CONCEPT PLAN FOR THE PARK AT SEA HAVEN, APPROVING THE ALLOCATION OF UP TO \$700,000 FROM THE PARK IMPACT FEE FUND TO FINANCE ADDITIONAL PARK FEATURES THAT ARE BEYOND THE DEVELOPERS FUNDING COMMITMENT FOR THE PARK, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, community members contributed to the preliminary parks planning process by participating in a public meeting held on November 13, 2018; and

WHEREAS, The Sea Haven developer prepared draft preliminary plans based upon input from the community, city staff, and stakeholder groups; and

WHEREAS, the Sea Haven Park concept plan was presented to a joint Public Works Commission and Recreation and Cultural Services Commission on February 21, 2019; and

WHEREAS, the Commissioners received the presentation, heard comments from the public, made recommendations for changes which have been incorporated in the concepts presented to City Council; and

WHEREAS, the Sea Haven Park concept plan was presented to City Council on April 9, 2019; and

WHEREAS, the City Council received the presentation, heard comments from the public, made recommendations for changes which have been incorporated in the concepts; and

WHEREAS, the preliminary park plans will serve as a basis for final Sea Haven Park design; and

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

1. Receive a presentation and provide comments on the preliminary concept plan for the park at Sea Haven,
2. Approve the concept plan for the park at Sea Haven,
3. Approve the allocation of up to \$700,000 from the Park Impact Fee Fund to finance additional park features that are beyond the developers funding commitment for the park, and
4. Authorize the Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of February 2020, by the following vote:

AYES: COUNCIL:

NOES: COUNCIL:

ABSTAIN: COUNCIL:

ABSENT: COUNCIL:

ATTEST:

Bruce C. Delgado, Mayor

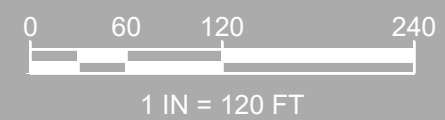
Anita Sharp, Deputy City Clerk

KEY LEGEND

- | | |
|--|---|
| 1. PARKING LOT WITH LIGHTING | 9. LARGE DOG PARK (0.75 ACRES) |
| 2. PLAYGROUND AREA (1 ACRE) | 10. DISC GOLF (6 HOLES) |
| 3. RESTROOMS (4 STALLS, 180 / HR) | 11. SECONDARY TRAILS |
| 4. PICNIC / BBQ | 12. PLAZA / FARMER'S MARKET |
| 5. PAVED / LOOP TRAIL (0.3 MI.) | 13. PARKING / ACCESS (FUTURE) |
| 6. NATURAL / SEEDD (NO IRRIGATION) | 14. PICKLEBALL (4 COURTS, BY OTHERS) |
| 7. OPEN TURF AREA (UNMARKED, 60YD X 110YD) | |
| 8. SMALL DOG PARK (0.2 ACRES) |  ART OPPORTUNITY |



CITY PARK
CONCEPT PLAN
2/14/2020



**Monterey Bay Mayor's Association Meeting
February 7, 2020 Notes**

South of Tioga
215 hotel rooms
356 residential units

approve minutes

League update:
Gov budget 220B in bond funds
5.6B surplus
economic downturn coming, could be 40B deficit in future
proposing homeless public safety and emergency resilience
no housing production \$\$ and SB50 failed due to amendments upset LA
gov upset and warns something will pass regarding housing production 70% \$ less now for
housing subsidies compared to past

March 9th next division meeting
Cal League Jason Ryan lobbyist on housing and land use the speaker.

AB 5 passed more general than Uber, Lyft
some city attorneys concerned about city contractors working on planning and other city
consultants if consultants have biz card and city office etc. more concern

CEO Charles McKee
cannabis in county relaxes fingerprinting to require only owners who own more than 20% to
exclude undocumented ag workers so they aren't at risk of ICE deporting as result of fingerprint
requirement.
New fingerprint livescan equip may cost cities to pay for Co.
Corona virus- county health collected Natividad. Med Center then sent to LA.
Camp Roberts may be military installation used for quarantining corona patients.
soon Monterey County will handle testing locally and speed up results

Monterey Bay Air Resources District working with wine groups on permitting re fumes from
wineries too strong
MCWRA deferred maintenance ongoing for dams conflict on who pays for what. Division of
Dams DSOD will reduce reservoir use if conflict not resolved to fix dams.
Nat. runoff not sustainable.
\$160M price tag.
Price could be 110M if design changes.
Reservoirs protect from flood.

MBCP - valuation for CEO expanding to Santa Barbara
CCCE central comm energy

Salinas seaside and Hollister progressing on warming shelters and job training

Seaside shelter for woman and safe parking progressing. RV space to be Toro Park.

MPWMD- Feasibility definition challenge. Valuation of Cal Am 2 varied estimates will go to eminent domain 1B vs 0.5B.

Alvin Edwards new chair. Jeanne Porter chair.

GSA- Cemex complicates GSA

no desal in GSA sent to state 2yrs for state to review.

central coast housing working group 5 cos involved SB - SC

AMBAG fiscal agent

AB 101 \$\$105 to assist cities for RHNA planning(past or future) plus \$105M avail for housing needs. Dec 2023 all \$ must be spent

Retroactive expenses may be eligible such as for Marina. \$ may come soon.

Could be 2nd allotment of \$ may come and go to successful regions

pop of Jan 1 2019 used for allocations

RHNA next cycle may be 3x higher in 6th cycle and rules are tougher. Jason warns news proof housing can be built where proposed for RHNA targets.