



AGENDA

Tuesday, April 21, 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

Telephone (831) 884-1278 - Fax (831) 384-9148

E-Mail: marina@cityofmarina.org Website: www.cityofmarina.org

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

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

In response to Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic, public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. This meeting is being broadcast "live" on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at <https://accessmediaproductions.org/>

PARTICIPATION

You may participate in the City Council meeting in real-time by calling Zoom Meeting via the weblink and phone number provided at the top of this agenda. Instructions on how to access, view and participate in remote meetings are provided by visiting the City's home page at <https://cityofmarina.org/>. Attendees can make oral comments during the meeting by using the "Raise Your Hand" feature in the webinar or by pressing *9 on your telephone keypad if joining by phone only. If you are unable to participate in real-time, you may email to marina@cityofmarina.org with the subject line "Public Comment Item#__" (insert the item number relevant to your comment) or "Public Comment – Non Agenda Item." Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. Council will have the option to modify their action on items based on comments received.

AGENDA MATERIALS

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

VISION STATEMENT

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

MISSION STATEMENT

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

1. CALL TO ORDER



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

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

3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*

- a. Conference with Legal Counsel, anticipated litigation - initiation of litigation pursuant to paragraph (4) of subdivision (d) of CA Govt. Code Section 54956.9 – three potential cases.
- b. 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
 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: None

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 94810-94900, totaling \$729,483.99
Accounts Payable Successor Agency EFT's totaling \$118.75
Wire transfers from Checking and Payroll for February 2020, totaling \$589,441.46
 - b. MINUTES:
 - (1) April 7, 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-, preliminarily approving the Fiscal Year 2020-21 Engineer's Report for the Cypress Cove II Landscape Maintenance Assessment District; declaring its intention to levy an assessment in fiscal year 2020-21 in that district; and calling a public hearing for May 5, 2020.
 - (2) City Council consider adopting Resolution No. 2020-, preliminarily approving the Fiscal Year 2020-21 Engineer's Report for the Seabreeze Landscape Maintenance Assessment District; declaring its intention to levy an assessment in fiscal year 2020-21 in that district; and calling a public hearing for May 5, 2020.
 - (3) City Council consider adopting Resolution No. 2020-, preliminarily approving the Fiscal Year 2020-21 Engineer's Report for the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District; declaring its intention to levy an assessment in fiscal year 2020-21 in that district; and calling a public hearing for May 5, 2020.
 - (4) City Council consider adopting Resolution No. 2020-, approving submittal of comment letter for Monterey One Supplemental EIR Certification. **Staff Report to be provided prior to meeting**

g. APPROVAL OF AGREEMENTS

- (1) City Council consider adopting Resolution No. 2020-, awarding the contract for auditing services to Certified Public Accountants (CPA) Chavan and Associates, LLP (C&A) for fiscal years ending June 30, 2020, 2021 and 2022, with two option years, and; authorizing the Finance Director to execute the contract 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) City consider receiving Investment Reports for the City of Marina and City of Marina as Successor Agency to the Marina Redevelopment Agency for the quarter ended March 31, 2020.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING):

m. APPROVE APPOINTMENTS: None

9. PUBLIC HEARINGS:

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-, authorizing the City Manager to execute a contract with HdL Companies not to exceed \$50,000 to provide cannabis program application review, tax audits, compliance inspections, background checks, and subject matter expertise and technical support, subject to final review and approval by the City Attorney; and authorizing Finance Director to make appropriate accounting and budgetary entries. ***Pulled from consent was 8g(1) Continued from April 7th & 14th, 2020***
- b. City Council consider adopting Resolution No. 2020-, approving Job Description and Salary Range for Public Works Maintenance Superintendent; authorizing the City Manager to make necessary adjustments to the City's classification and compensation plans, and; authorizing the Finance Director to make necessary budgetary and accounting entries. ***Continued from April 7th & 14th, 2020***
- c. City Council consider adopting Resolution No. 2020-, approving Job Description and Salary Range for Senior Management Analyst/Communications Coordinator; authorizing the City Manager to make necessary adjustments to the City's classification and compensation plans, and; authorizing the Finance Director to make necessary budgetary and accounting entries. ***Continued from April 7th & 14th, 2020. Staff report to be available prior to Council meeting.***

- d. City Council consider consolidation of the duties of the Site and Architectural Design Review Board and Tree Committee to the Planning Commission to streamline the planning review process and provide direction to staff. ***Continued from April 7th & 14th, 2020***
- e. Update and discussion regarding impacts of COVID-19 – and provide staff with further directions
- f. City Council consider adopting *Resolution No. 2020-*, establishing a \$100,000 stabilizing loan program for residents of the city in response to the COVID-19 pandemic, and adopting *Resolution No. 2020-*, establishing a \$100,000 stabilizing loan program for businesses of Marina in response to the COVID-19 pandemic, vesting discretion in the City Manager, City Finance Director and City Attorney to make required changes to the Program Guidelines necessary to implement and administer the program; and authorizing the city manager to execute any agreements and promissory notes necessary to implement the program, and authorizing the finance director to make necessary accounting and budgetary entries.
- g. City Council consider placing on a future agenda a ballot measure setting forth the modifications necessary to remove the existing flaws to the Marina Municipal Code Title 19 entitled Commercial Cannabis Activities. [O'Connell] *Step One of Two Step Process Continued from April 7th & 14th, 2020*
- h. City Council consider adopting Resolution No. 2020-, potential Charter Amendment to Eliminate Elected Mayor position and revert to general law.

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 7:00 p.m., Friday, April 17, 2020.

ANITA SHARP, DEPUTY CITY CLERK

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

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

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

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

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

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

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

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

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

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

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

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

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

**** Wednesday, August 5, 2020**
Tuesday, August 18, 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.

CITY HALL 2020 HOLIDAYS (City Hall Closed)

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 6:30 P.M.

** = Change in location due to conflict with Council meeting

May 20, 2020

June 17, 2020

July 15, 2020

August 19, 2020

September 16, 2020

October 21, 2020

November 18, 2020

December 16, 2020

Upcoming 2020 Meetings of Economic Development Commission

3rd Thursday of every month. Meetings are held at 4:00 P.M.

May 21, 2020

June 18, 2020

July 16, 2020

August 20, 2020

September 17, 2020

October 15, 2020

November 19, 2020

December 17, 2020 (Cancelled)

Upcoming 2020 Meetings of Planning Commission

2nd and 4th Thursday of every month. Meetings are held at 6:30 P.M.

April 23, 2020

May 14, 2020

May 28, 2020

June 11, 2020

June 25, 2020

July 9, 2020

July 23, 2020

August 13, 2020

August 27, 2020

September 10, 2020

September 24, 2020

October 8, 2020

October 22, 2020

November 12, 2020

December 10, 2020

Upcoming 2020 Meetings of Public Works Commission

3rd Thursday of every month. Meetings are held at 6:30 P.M.

May 21, 2020

June 18, 2020

July 16, 2020

August 20, 2020

September 17, 2020

October 15, 2020

November 19, 2020

December 17, 2020 (Cancelled)

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

June 3, 2020

September 2, 2020

December 2, 2020

Upcoming 2020 Meetings of Marina Tree Committee
2nd Wednesday of every quarter month as needed. Meetings are held at 6:30 P.M.

July 8, 2020

October 14, 2020

Marina, CA

AP Check Register 04-10-20

Bank Account: 905 - Chase - Checking

Batch Date: 04/10/2020

Agenda Item: 8a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	04/10/2020	94810	Accounts Payable	Ace Hardware		53.72
	Invoice		Date	Description		Amount
	073942		03/30/2020	Key master, door stop & fasteners		21.11
	074016		04/05/2020	Fasteners		31.94
	074013		04/04/2020	Bolts for 94 Pierce throttle		0.67
Check	04/10/2020	94811	Accounts Payable	Ace Hardware		43.67
	Invoice		Date	Description		Amount
	073516		02/19/2020	brush & plunger		20.74
	073667		03/04/2020	propane		22.93
Check	04/10/2020	94812	Accounts Payable	Ace Hardware		127.27
	Invoice		Date	Description		Amount
	073964		04/01/2020	Tide liquid & gain laundry soap - Corp Yard		20.74
	073966		04/01/2020	Battery operated alarm		25.12
	074018		04/06/2020	Gorilla tape		10.91
	073996		04/03/2020	Battery oprate co alarm		25.12
	073977		04/02/2020	Spline blk 25' L .140 & .165		15.27
	073975		04/02/2020	Fasteners, screen roller & cloth		30.11
Check	04/10/2020	94813	Accounts Payable	Altius Medical		107.04
	Invoice		Date	Description		Amount
	13646		01/15/2020	Medical Waste Service 1/15/20		107.04
Check	04/10/2020	94814	Accounts Payable	American Supply Co.		407.06
	Invoice		Date	Description		Amount
	2886684		03/30/2020	White nitrile gloves & germicidal cleaner - COVID - 19 Response		350.47
	0147839		03/11/2020	Mop heads - Community Center		56.59
Check	04/10/2020	94815	Accounts Payable	Aramark Uniform Service		246.51
	Invoice		Date	Description		Amount
	760745733		04/01/2020	Uniform Service - Public Works Crew		55.88
	760745734		04/01/2020	Uniform Service - Public Works Crew		68.77
	760745735		04/01/2020	Uniform Service - Public Works Crew		41.32
	760745736		04/01/2020	Uniform Service - Public Works Crew		80.54

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AP Check Register 04-10-20

Bank Account: 905 - Chase - Checking

Batch Date: 04/10/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/10/2020	94816	Accounts Payable	AT & T		474.55
	Invoice		Date	Description		Amount
	000014477291		03/15/2020	CALNET3-9391023482 (884-0985)		21.04
	000014477292		03/15/2020	CALNET3-9391023483 (884-0986)		21.04
	000014477293		03/15/2020	CALNET3-9391023485 (884-2573)		21.04
	000014525173		03/28/2020	CALNET3-9391023439 (384-0552)		21.04
	000014525206		03/28/2020	CALNET3--9391023470 (384-9682)		19.38
	000014525204		03/28/2020	CALNET3-9391023468 (384-9148)		21.11
	000014525182		03/28/2020	CALNET3-9391023448 (384-2934)		21.04
	000014525203		03/28/2020	CALNET3-9391023467 (384-8760)		19.38
	000014525199		03/28/2020	CALNET3-9391023463 (384-7854)		21.04
	000014525202		03/28/2020	CALNET3-9391023466 (384-8477)		40.43
	000014525171		03/28/2020	CALNET3-9391023437 (384-0425)		19.38
	000014525186		03/28/2020	CALNET3-9391023452 (384-3717)		19.38
	000014525205		03/28/2020	CALNET3-9391023469 (384-9337)		21.04
	000014525174		03/28/2020	CALNET3-9391023440 (384-0860)		21.14
	000014525175		03/28/2020	CALNET3-9391023441 (384-0888)		60.91
	000014525197		03/28/2020	CALNET3-9391023461 (384-7238)		21.04
	000014525198		03/28/2020	CALNET3-9391023462 (384-7547)		23.66
	000014525191		03/28/2020	CALNET3-9391023457 (384-5140)		19.38
	000014525176		03/28/2020	CALNET3-9391023442 (384-1702)		21.04
	000014525190		03/28/2020	AT&T Billing/Alarm, EOC & PEBST Equipment-Citywide 3/28/20		21.04
Check	04/10/2020	94817	Accounts Payable	Bound Tree Medical		49.25
	Invoice		Date	Description		Amount
	83551865		03/20/2020	Medical Supplies		49.25
Check	04/10/2020	94818	Accounts Payable	California State Controller's Office		2,031.76
	Invoice		Date	Description		Amount
	FAUD-00002200		03/30/2020	Annual Street Report		2,031.76
Check	04/10/2020	94819	Accounts Payable	Coast Counties Peterbilt		325.02
	Invoice		Date	Description		Amount
	02132826P		04/03/2020	Veh - Maint Parts & Supply - Unit 5421		235.35
	02133332P		04/03/2020	Filters - Unit 5421		89.67

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AP Check Register 04-10-20

Bank Account: 905 - Chase - Checking

Batch Date: 04/10/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/10/2020	94820	Accounts Payable	Code Publishing Inc.		493.50
	Invoice		Date	Description		Amount
	66429	03/30/2020		MMC Web Update - Ord. 2020-01		493.50
Check	04/10/2020	94821	Accounts Payable	Comcast		69.32
	Invoice		Date	Description		Amount
	03-26-20	03/26/2020		Cable Service-Police/Fire 4/4 thru 5/3/20		69.32
Check	04/10/2020	94822	Accounts Payable	CSC of Salinas		9.12
	Invoice		Date	Description		Amount
	000740935	04/03/2020		Bonded seal metric - Unit 236		9.12
Check	04/10/2020	94823	Accounts Payable	CSG Consultants		13,040.00
	Invoice		Date	Description		Amount
	29615	03/13/2020		Code Enforcement 2/1-2/28 2020		3,360.00
	29757	03/13/2020		Building Inspections 2/1-2/28 2020		9,680.00
Check	04/10/2020	94824	Accounts Payable	Darlene Ramos		500.00
	Invoice		Date	Description		Amount
	05-30-20 cc	04/03/2020		Rental Refund - Community Center		500.00
Check	04/10/2020	94825	Accounts Payable	Diablo Engineering Group		99,776.17
	Invoice		Date	Description		Amount
	1854	03/30/2020		2nd Ave Extension & Patton Pkwy (R5) (03/02/20 - 03/28/20)		99,776.17
Check	04/10/2020	94826	Accounts Payable	Farella Braun & Martel LLP		99,918.27
	Invoice		Date	Description		Amount
	344743	03/30/2020		Professional Services - MPWSP - February 2020		99,918.27
Check	04/10/2020	94827	Accounts Payable	First Alarm		35.00
	Invoice		Date	Description		Amount
	534872	03/24/2020		Service Call 3/24/20		35.00
Check	04/10/2020	94828	Accounts Payable	Gavilan Pest Control		337.00
	Invoice		Date	Description		Amount
	0129529	03/20/2020		Pest Control Svc - Preston Park Sports Field		180.00
	0129457	03/20/2020		Pest Control Svc @ Shoemaker & Locke Paddon Pond		80.00

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Marina, CA

AP Check Register 04-10-20

Bank Account: 905 - Chase - Checking

Batch Date: 04/10/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	0130112		04/01/2020	Gavilan Pest Control - Comm Ctr		77.00
	04/10/2020	94829	Accounts Payable	Graniterock/Pavex Construction		835.76
	Invoice		Date	Description		Amount
Check	1231723		03/28/2020	Granite patch 50'		835.76
	04/10/2020	94830	Accounts Payable	Jae Seong Lee		75.00
	Invoice		Date	Description		Amount
Check	04-11-20 vd		04/03/2020	Rental Refund - Vince DiMaggio Park		75.00
	04/10/2020	94831	Accounts Payable	Jay Resendez - Attorney at Law		9,364.47
	Invoice		Date	Description		Amount
Check	466		03/27/2020	Investigative Services		9,364.47
	04/10/2020	94832	Accounts Payable	Johnson Associates		297.11
	Invoice		Date	Description		Amount
Check	437905		04/03/2020	Lever chain binder and sys 70 trans, chain - Unit 530		242.54
	437904		04/03/2020	Pro-series 5k topwind - Unit 216		54.57
	04/10/2020	94833	Accounts Payable	L.N. Curtis & Sons		14,886.66
Check	INV376563		03/31/2020	Hurst Annual Servicing		3,225.78
	INV376223		03/31/2020	Compressor Service		1,750.00
	INV376088		03/31/2020	Large chain saw mount		176.93
Check	INV375927		03/31/2020	30 lb 120 V Front loading extractor washer		8,938.03
	INV376820		04/02/2020	Truck compartment mount & tiedowns, strap and bracket		795.92
	04/10/2020	94834	Accounts Payable	Liebert Cassidy Whitmore		75.00
Check	10513		04/06/2020	Training (04/07/20)		75.00
	04/10/2020	94835	Accounts Payable	Mandell Municipal Counseling		1,305.00
	Invoice		Date	Description		Amount
Check	04-01-20		04/01/2020	Professional Services - March 2020		1,305.00
	04/10/2020	94836	Accounts Payable	Marina Coast Water District		769.35
	Invoice		Date	Description		Amount

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Bank Account: 905 - Chase - Checking

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	014874000	033120	03/31/2020	MCWD 014874 000 - 289 12th St (02/29/20 - 03/31/20)		207.87
	000056037	033120	03/31/2020	000056 037 - 2nd Avenue Irrigation (02/29/20 - 03/31/20)		158.41
	000056095	033120	03/31/2020	000056 095 - 2nd Ave Median (02/29/20 - 03/31/20)		244.66
	000056036	033120	03/31/2020	000056 036 - Center Median 2nd Ave (02/29/20 - 03/31/20)		158.41
	04/10/2020	94837	Accounts Payable	Maynard Group Inc.		919.88
Amount						
Check	P254834		04/01/2020	Platinum Service Maintenance Coverage/Citywide 4/1/20		919.88
	04/10/2020	94838	Accounts Payable	MNS Engineering, Inc.		430.00
	Invoice		Date	Description		Amount
Check	74800		03/23/2020	Del Monte Blvd & Patton Pkwy Ext Proj (02/01/20 - 02/29/20)		430.00
	04/10/2020	94839	Accounts Payable	Monterey Auto Supply		428.91
	Invoice		Date	Description		Amount
	684691		12/04/2019	Veh - Maint Parts & Supply - Unit 612		48.70
	685420		12/06/2019	Veh - Maint Parts & Supply - Unit 5462		8.19
	685427		12/06/2019	Veh - Maint Parts & Supply - Unit 612		30.44
	686121		12/09/2019	Veh - Maint Parts & Supply - Unit 5462		21.18
	685413		12/06/2019	Veh - Maint Parts & Supply - Unit 612		30.44
	686391		12/10/2019	Veh - Maint Parts & Supply - Unit 813		70.00
	686539		12/10/2019	Veh - Maint Parts & Supply - Unit 813		21.14
	686718		12/11/2019	Veh - Maint Parts & Supply - Unit 582		11.23
	687369		12/13/2019	Veh - Maint Parts & Supply - Unit 612		37.51
	688301		12/17/2019	Veh - Maint Parts & Supply - Unit 5462		73.92
	692679		01/06/2020	Veh - Maint Parts & Supply - Unit 880		12.84
	692986		01/07/2020	Veh - Maint Parts & Supply - Unit 880		26.61
	713995		03/24/2020	Veh - Maint Parts & Supply - Unit 608		21.74
	714072		03/25/2020	Veh - Maint Parts & Supply - Unit 599		48.30
	714095		03/25/2020	Veh - Maint Parts & Supply - Unit 608		7.06
	714932		03/30/2020	Veh - Maint Parts & Supply - Credit Memo		(67.44)
	715057		03/30/2020	Veh - Maint Parts & Supply - Unit 612		27.05
	04/10/2020	94840	Accounts Payable	Monterey Tire Service		583.14
	Invoice		Date	Description		Amount
	1-94108		03/30/2020	Lab machine rotor - Unit 612		100.00

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Bank Account: 905 - Chase - Checking

Batch Date: 04/10/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	1-94107		03/30/2020	Goodyear Eagle tire - Unit 2014 Caprice		483.14
	04/10/2020	94841	Accounts Payable	My Chevrolet		455.64
	Invoice		Date	Description		Amount
Check	112581CVR		03/27/2020	Rotor & pad kit - Unit 896		383.14
	CVCS212813		04/02/2020	Fuel Inspections - Unit 894		72.50
	04/10/2020	94842	Accounts Payable	Pacific Gas & Electric		5,811.41
Check	Invoice		Date	Description		Amount
	313-6-MAR20.2nd		03/27/2020	PG&E 6793435313-6		5,811.41
	04/10/2020	94843	Accounts Payable	Quill Corporation		19.21
Check	Invoice		Date	Description		Amount
	5752283		03/23/2020	Office Supplies/Records 03/23/2020		19.21
	04/10/2020	94844	Accounts Payable	Reserve Account - Pitney Bowes		1,500.00
Check	Invoice		Date	Description		Amount
	04-01-20		04/01/2020	Postage Meter Refill		1,500.00
	04/10/2020	94845	Accounts Payable	Robert R. Wellington		10,692.00
Check	Invoice		Date	Description		Amount
	25210		04/03/2020	Retainer - April 2020		1,800.00
	25206		04/03/2020	Abrams B - February 2020		63.00
Check	25208		04/03/2020	Cal Am Matters - February 2020		164.00
	25211		04/03/2020	Groundwater Sustainability Agency - February 2020		72.00
	25212		04/03/2020	Joby Aero Inc - February 2020		63.00
Check	25214		04/03/2020	Marina Heights/Sea Haven - February 2020		344.00
	25215		04/03/2020	Misc Litigation Matters - February 2020		38.00
	25218		04/03/2020	Public Records Act Requests - February 2020		171.00
Check	25219		04/03/2020	Recreation Matters - February 2020		27.00
	25220		04/03/2020	Tax & Finance Matters - February 2020		269.00
	25221		04/03/2020	The Dunes - February 2020		256.00
Check	25222		04/03/2020	Voting Rights Act - February 2020		479.00
	25209		04/03/2020	Fort Ord Reuse Matters - February 2020		3,334.00
	25213		04/03/2020	Land Use & Operations - February 2020		3,612.00
Check	04/10/2020	94846	Accounts Payable	Salinas Valley Ford		291.82

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	102773		03/30/2020	Pad kits for front & rear - Unit 612		291.82
	04/10/2020	94847	Accounts Payable	Sandra Sanchez		25.00
Check	Invoice			Description		Amount
	04-25-20 wh		04/03/2020	Rental Fee Refund - Windy Hill		25.00
	04/10/2020	94848	Accounts Payable	SpeakWrite		1,535.17
Check	Invoice			Description		Amount
	efa0c29b		04/01/2020	Transcription Service/Patrol March 2020		1,535.17
	04/10/2020	94849	Accounts Payable	Taygeta Scientific, Inc.		274.55
Check	Invoice			Description		Amount
	000571		04/02/2020	Quarterly PD NAS Support & Data - Q1, 2020		274.55
	04/10/2020	94850	Accounts Payable	TechRx Technology Services		21,892.46
Check	Invoice			Description		Amount
	8447		03/23/2020	Computers, including setup and delivery at Station 2		2,525.00
	8443		04/01/2020	IT Support - March 2020		10,200.00
	8426		03/31/2020	City Hall Lobby Camera		291.94
	8437		03/31/2020	Amazon Glacier Terabyte Storage		1,109.25
	8448		04/01/2020	Ninite Monthly Subscription - March 2020		112.50
	8440		04/01/2020	Veeam Virtual Backup Monthly Subscription - April 2020		324.00
	8431		03/17/2020	Purchase of 7 Laptops - COVID -19 - Remote Employees		7,264.22
	8468		04/01/2020	Projector Stand 4/1/20		65.55
	04/10/2020	94851	Accounts Payable	Toshiba Financial Services		447.19
Check	Invoice			Description		Amount
	410743835		03/27/2020	Copier Maintenance/Patrol 3/27/20		447.19
	04/10/2020	94852	Accounts Payable	U.S. Bank Equipment Finance		216.32
Check	Invoice			Description		Amount
	410644603		03/27/2020	CDD Copier Lease Payment - April 2020		216.32
	04/10/2020	94853	Accounts Payable	Vapor Cleaners, Inc.		132.60
Check	Invoice			Description		Amount

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12-011141	12/06/2019		Drycleaning for J. Alvarenga - Turnout, Liner, suspender		30.60
	12-011142	12/06/2019		Dry clean turnouts for J. Abraham		30.60
	12-011145	12/06/2019		Dry clean gloves, masks and etc for J. Alvarenga		25.50
	12-011921	12/10/2019		Dry clean turnouts for A. Prado		30.60
	12-011955	12/10/2019		Dry clean mask & gloves for A. Prado		15.30
Check	04/10/2020	94854	Accounts Payable	Verizon Wireless		447.93
Invoice						
Check	9851246583	03/25/2020		FD Mobile Charges - Feb 26- March 25, 2020		304.88
	9850770996	03/18/2020		Cell Phone Service/Patrol 2/19 thru 3/18/20		143.05
	04/10/2020	94855	Accounts Payable	Zoom Imaging Solutions		452.33
Invoice						
Check	2204066	03/27/2020		Toner/Admin 3/27/20		17.09
	2204829	03/31/2020		MeterRead Maintenance 3/31/20		221.64
	2204828	03/31/2020		MeterRead Maintenance/Patrol 3/31/20		213.60
	04/10/2020	94856	Accounts Payable	Marina Employees Association		160.00
Invoice						
Check	04-03-20	04/03/2020		24 - MEA Dues		160.00
	04/10/2020	94857	Accounts Payable	Marina Professional Fire Fighters Association		280.00
Invoice						
Check	04-03-20	04/03/2020		35 - MPFFA Dues		280.00
	04/10/2020	94858	Accounts Payable	Vision Service Plan		2,030.09
	Invoice	Date		Description		Amount
EFT	04-01-20	04/01/2020		103 - Vision EE*		1,871.24
	04-01-20.	04/03/2020		VSP Adjustment (04-01-2020)		158.85
EFT	04/10/2020	749	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	240.00
	Invoice	Date		Description		Amount
EFT	04-03-20	04/03/2020		23 - MPOA Dues		240.00
	04/10/2020	750	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,296.00
	Invoice	Date		Description		Amount

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Batch Date: 04/10/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
905 Chase - Checking Totals:	04-03-20			25 - POA Dues		1,296.00
				Transactions: 51		\$296,214.23

Checks: 49 \$294,678.23
EFTs: 2 \$1,536.00

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Bank Account: 905 - Chase - Checking

Batch Date: 04/17/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	04/17/2020	94859	Accounts Payable	Ace Hardware		30.72
	Invoice		Date	Description		Amount
	074042		04/07/2020	Copy key		5.21
	074050		04/08/2020	Fasteners		21.59
	074094		04/11/2020	Fasteners, spring for 99 engine		3.92
Check	04/17/2020	94860	Accounts Payable	Ace Hardware		78.78
	Invoice		Date	Description		Amount
	073956		03/31/2020	Misc. Maintenance Supplies		16.38
	073987		04/02/2020	B533_Misc. Hardware Supplies		62.40
Check	04/17/2020	94861	Accounts Payable	American Supply Co.		761.69
	Invoice		Date	Description		Amount
	2889578		04/14/2020	Bldg & Grnd - material & supply CW (COVID -19)		761.69
Check	04/17/2020	94862	Accounts Payable	AT & T		169.12
	Invoice		Date	Description		Amount
	03-27-20		03/27/2020	AT&T Billing/U-Verse (Phone System Backup) 3/27/20		150.58
	04-01-20		04/01/2020	AT&T Billing/Airport 4/1 thru 4/30/20		18.54
Check	04/17/2020	94863	Accounts Payable	AT & T		103.96
	Invoice		Date	Description		Amount
	000014525177		03/28/2020	Phone Service for Fire Alarm System_B524		40.43
	000014525178		03/28/2020	Phone Service for Fire Alarm System_B533		40.43
	000014525183		03/28/2020	Phone Service for AWOS		23.10
Check	04/17/2020	94864	Accounts Payable	Avaya, Inc.		705.70
	Invoice		Date	Description		Amount
	2734300650		04/04/2020	CW - Phone System		352.85
	2734289578		03/04/2020	CW - Phone System		352.85
Check	04/17/2020	94865	Accounts Payable	Bay Area Hygiene Services - Enviro Master		208.00
	Invoice		Date	Description		Amount
	Invoice #2		04/07/2020	Spraying at Station 2 & 2 trucks- Covid 19		105.00
	Invoice# 03		04/14/2020	2nd Spraying at station 2, including 2 trucks		103.00

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/17/2020	94866	Accounts Payable	Bound Tree Medical		1,151.29
	Invoice		Date	Description		Amount
	83576916		04/03/2020	Gloves, Biohazard bag & hamper bags		103.93
	83585109		04/09/2020	Medical supplies, hand sanitizers		42.47
	83579025		04/06/2020	Medical supplies, Gloves		1,004.89
Check	04/17/2020	94867	Accounts Payable	California Department of Justice		128.00
	Invoice		Date	Description		Amount
	443001		04/03/2020	Live Scan Results March 2020		128.00
Check	04/17/2020	94868	Accounts Payable	Carmel Fire Protection Associates		1,200.00
	Invoice		Date	Description		Amount
	120134		04/06/2020	13 D Letter for 2971 Denali Drive		200.00
	120133		04/06/2020	13 D Letter for 2973 Denali Drive		200.00
	120132		04/06/2020	13D Letter for 2975 Denali Drive		200.00
	120131		04/06/2020	13D Letter for 2977 Denali Drive		200.00
	120130		04/06/2020	13D Letter for 2979 Denali		200.00
	119260		07/07/2019	Plan review & inspections to Hampton Inn, 120 Reservation Road		200.00
Check	04/17/2020	94869	Accounts Payable	Cintas Corporation		122.11
	Invoice		Date	Description		Amount
	4047208255		04/03/2020	Mat Service City Hall		50.94
	4047208256		04/03/2020	Mat Service-Police/Fire 4/3/20		71.17
Check	04/17/2020	94870	Accounts Payable	Consolidated Electrical Distributors, Inc.		16.55
	Invoice		Date	Description		Amount
	4914-582818		04/03/2020	B533_Misc. Hardware Supplies		16.55
Check	04/17/2020	94871	Accounts Payable	Custom Marine Covers		344.26
	Invoice		Date	Description		Amount
	3856		04/05/2020	Hydrant bag with new strap and double bottom for new engine		344.26
Check	04/17/2020	94872	Accounts Payable	Denise Duffy & Associates		4,834.85
	Invoice		Date	Description		Amount
	7046		04/07/2020	Del Monte Blvd & Patton Pkwy Ext Project (11/16/19 - 02/28/20)		4,834.85
Check	04/17/2020	94873	Accounts Payable	Directv		5.00

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice						
				Description		Amount
Check	37298970435		03/26/2020	TV Service for Pilot's Lounge		5.00
	04/17/2020	94874	Accounts Payable	Emergency Services Consulting International		13,000.00
Invoice						
				Description		Amount
Check	20-068		03/31/2020	Consulting - Fire Study		13,000.00
	04/17/2020	94875	Accounts Payable	George T. Powell		1,200.00
Invoice						
				Description		Amount
Check	04012020		04/01/2020	Parking Rental-Police/Fire 4/1 thru 4/30/20		1,200.00
	04/17/2020	94876	Accounts Payable	Home Depot Credit Service		140.93
Invoice						
				Description		Amount
Check	04-03-20		04/03/2020	Purchase of 3" Masonary Drill Bit		140.93
	04/17/2020	94877	Accounts Payable	L.N. Curtis & Sons		1,564.46
Invoice						
				Description		Amount
Check	INV377694		04/06/2020	Mako - Gauge liquid filled		387.84
	INV377825		04/06/2020	Kunkle safet relief valve set		1,176.62
Check	04/17/2020	94878	Accounts Payable	Language Line, LLC		102.33
				Description		Amount
Check	4776489		03/31/2020	Translation Service/Patrol 3/31/20		102.33
	04/17/2020	94879	Accounts Payable	Marina Coast Water District		1,463.34
Invoice						
				Description		Amount
Check	000057000 033120		03/31/2020	000057 000 - 3220 Imjin Road (02/29/20 - 03/31/20)		215.28
	000056049 033120		03/31/2020	000056 049 - Imjin Road University (02/29/20 - 03/31/20)		1,107.78
Check	000056091 033120		03/31/2020	Water Billing/Training Center 2/29 thru 3/31/20		140.28
	04/17/2020	94880	Accounts Payable	Monterey County Convention & Visitors Bureau		20,601.75
Invoice						
				Description		Amount
Check	15900		04/01/2020	Jurisdiction Investment - FY 19-20 Q4 April-June		20,601.75
	04/17/2020	94881	Accounts Payable	Monterey County Peace Officers Association		450.00

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice						
				Description		Amount
Check	2020016R		04/11/2020	Shooting Range Use 3/16/20 & 3/20/20		450.00
	04/17/2020	94882	Accounts Payable	Monterey County Petroleum-Sturdy Oil Co.		2,031.34
	Invoice			Description		Amount
Check	0335974-IN		03/31/2020	Unleaded Fuel (1290 gal)		2,031.34
	04/17/2020	94883	Accounts Payable	Monterey One Water		455.80
	Invoice			Description		Amount
Check	13-000152.030120		03/31/2020	Sewer Service_B527		15.90
	12-003949 033120		03/31/2020	12-003949 - 209 - 213 Cypress Ave #032311033 (03/01/20-04/30/20)		53.00
	12-000192 033120		03/31/2020	12-000192 - 3200 Del Monte Blvd (03/01/20-04/30/20)		26.50
	13-000143 033120		03/31/2020	13-000143 - 3220 Imjin Rd (03/01/20-04/30/20)		15.90
	12-001627 033120		03/31/2020	12-001627 - 211 Hillcrest Ave (03/01/20 - 04/30/20)		106.00
	12-001708 033120		03/31/2020	12-001708 - 304 Hillcrest Ave (03/01/20 - 04/30/20)		26.50
	12-003451 033120		03/31/2020	12-003451 - 0 Seaside Ave & Reservation Rd (03/01/20 - 04/30/20)		26.50
	13-000318 033120		03/31/2020	13-000318 - 4th Ave & DX Dr (03/01/20 - 04/30/20)		159.00
	12-003245 033120		03/31/2020	12-003245 - 0 Cardoza Ave-Abdy Way (03/01/20-04/30/20)		26.50
	04/17/2020	94884	Accounts Payable	Monterey Peninsula Engineering		343,962.81
	Invoice			Description		Amount
	12-13		01/06/2020	MPE: 2019 Citywide Street Repair Project		343,962.81
Check	04/17/2020	94885	Accounts Payable	Monterey Tire Service		143.97
	Invoice			Description		Amount
	1-94135		04/07/2020	F/S Destination LE - 2xl - Unit 878		119.24
Check	1-94077		03/26/2020	Veh - Maint Parts & Supply - Unit 5491		24.73
	04/17/2020	94886	Accounts Payable	MuttMitt - ZW USA Inc.		1,216.68
	Invoice			Description		Amount
Check	332464		04/06/2020	Mutt Mitts - CW		1,216.68
	04/17/2020	94887	Accounts Payable	Office Depot		466.72
	Invoice			Description		Amount
Check	466253887001		03/27/2020	Office Supplies-Finance		466.72
	04/17/2020	94888	Accounts Payable	Peninsula Messenger LLC		148.00
	Invoice			Description		Amount

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Check	Invoice			Description		Amount
	190578		03/31/2020	Daily Deposit pick-up/Mar20		148.00
	04/17/2020	94889	Accounts Payable	Pinnacle Healthcare		602.00
Check	Invoice			Description		Amount
	179790		03/31/2020	Pinnacle Healthcare - Pre Emp Px		602.00
	04/17/2020	94890	Accounts Payable	Pure H2O		163.84
Check	Invoice			Description		Amount
	12614		04/01/2020	Water Cooler Service-Police/Fire 4/1/20		163.84
	04/17/2020	94891	Accounts Payable	Quill Corporation		715.30
Check	Invoice			Description		Amount
	5948005		04/01/2020	Office Supplies/Records 04/01/2020		267.98
	5955666		04/02/2020	Office Supplies/Records 04/02/2020		25.32
	5982824		04/03/2020	Office Supplies/Records 04/03/2020		30.07
	5976550		04/02/2020	Office Supplies/Records 04/02/2020		16.92
	5979323		04/02/2020	Office Supplies/Records 04/02/2020		122.34
	6003954		04/03/2020	Office Supplies/Records 04/03/2020		117.37
	6039471		04/06/2020	Office Supplies/Patrol 04/06/2020		135.30
	04/17/2020	94892	Accounts Payable	Robert R. Wellington		90.00
Check	Invoice			Description		Amount
	25207		04/03/2020	Marina Municipal Airport Matters_February 2020		90.00
	04/17/2020	94893	Accounts Payable	Ryan Ranch Printers		276.78
Check	Invoice			Description		Amount
	21761		04/10/2020	Business cards - Inspector/Engineering		98.33
	21759		04/08/2020	Envelopes - Annual Resurfacing Project		131.20
	21760		04/07/2020	Post Cards - Annual Resurfacing Project		47.25
	04/17/2020	94894	Accounts Payable	Sentry Alarm Systems of America, Inc.		540.90
Check	Invoice			Description		Amount
	2134185		04/15/2020	Burglar Alarm System/Training Center 5/1 thru 7/31/20		540.90
	04/17/2020	94895	Accounts Payable	Theresa Shannon		75.00
Check	Invoice			Description		Amount

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Batch Date: 04/17/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04-09-20			Dance Permit Refund (COVID-19) 4/9/20		75.00
	04/17/2020	94896	Accounts Payable	Toshiba Financial Services		323.22
	Invoice		Date	Description		Amount
Check	411146665			Copier Maintenance/Records 3/29 thru 4/29/20		323.22
	04/17/2020	94897	Accounts Payable	William A. Thayer Construction, Inc		56,937.67
	Invoice		Date	Description		Amount
Check	170119-0326			Marina Exterior Improvements Airport Restaurant (#470)		56,937.67
	04/17/2020	94898	Accounts Payable	Xerox Financial Services		239.26
	Invoice		Date	Description		Amount
Check	2038013			FD Copier charges - 3/17/20 to 4/16/20		239.26
	04/17/2020	94899	Accounts Payable	Zee Service Co.		42.89
	Invoice		Date	Description		Amount
Check	66200649			Cleaning Supplies - Towelettes to clean Thermometer (COVID -19)		42.89
	04/17/2020	94900	Accounts Payable	Zoom Imaging Solutions		10.99
	Invoice		Date	Description		Amount
EFT	2207115			Office Supplies/Toner/Records 04/07/2020		10.99
	04/17/2020	761	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	3,443.75
	Invoice		Date	Description		Amount
	20-08			Services 03-30/04-09-20		3,443.75
905 Chase - Checking Totals:						\$460,269.76
Transactions: 43						
Checks: 42 \$456,826.01						
EFTs: 1 \$3,443.75						

User: Monika Collier

Pages: 6 of 6

4/16/2020 9:37:15 AM

Marina, CA

SA Check Register 04-17-20

Bank Account: 921 - Chase - Successor Agency

Batch Date: 04/17/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 921 - Chase - Successor Agency						
EFT	04/17/2020	36	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	118.75
	Invoice		Date	Description		Amount
	20-08 SA		04/10/2020	Services 03-30/04-09-20		118.75
921 Chase - Successor Agency Totals:						\$118.75
EFTs: 1						\$118.75

Monthly EFT/Wire Report-Checking Acct.

From Payment Date: 2/1/2020 - To Payment Date: 2/29/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
905 - Chase - Checking									
EFT									
600	02/01/2020	Open			Accounts Payable	PERS Health Services Division	\$75,376.04	\$75,376.04	\$0.00
601	02/01/2020	Open			Accounts Payable	PERS Health Services Division	\$3,915.23	\$3,915.23	\$0.00
604	02/03/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$391.41	\$391.41	\$0.00
605	02/03/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$415.00	\$415.00	\$0.00
606	02/01/2020	Reconciled		01/31/2020	Accounts Payable	Standard Insurance Company	\$1,677.33	\$1,677.33	\$0.00
607	02/01/2020	Reconciled		01/31/2020	Accounts Payable	Standard Insurance Company	(\$21.70)	(\$21.70)	\$0.00
608	02/01/2020	Reconciled		01/31/2020	Accounts Payable	Standard Insurance Company	(\$33.08)	(\$33.08)	\$0.00
611	02/03/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,976.30	\$1,976.30	\$0.00
612	02/03/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$85.00	\$85.00	\$0.00
613	02/07/2020	Open			Accounts Payable	Richard B. Standridge	\$4,465.00	\$4,465.00	\$0.00
615	02/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$2,622.07	\$2,622.07	\$0.00
616	02/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$903.80	\$903.80	\$0.00
617	02/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,578.00	\$1,578.00	\$0.00
618	02/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$489.09	\$489.09	\$0.00
619	02/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,952.89	\$1,952.89	\$0.00
620	02/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$351.24	\$351.24	\$0.00
621	02/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$29.91	\$29.91	\$0.00
622	02/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$150.90	\$150.90	\$0.00
623	02/06/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$13.09	\$13.09	\$0.00
624	02/03/2020	Open			Accounts Payable	First Data EMPs	\$88.79	\$88.79	\$0.00
633	02/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,157.62	\$1,157.62	\$0.00
634	02/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,755.92	\$1,755.92	\$0.00
635	02/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$37.21	\$37.21	\$0.00
639	02/10/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$588.92	\$588.92	\$0.00
640	02/11/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$3,262.10	\$3,262.10	\$0.00
641	02/07/2020	Open			Accounts Payable	AFLAC - Attn.:Remittance Process	\$4,018.04	\$4,018.04	\$0.00
642	02/07/2020	Open			Accounts Payable	Discovery Benefits, Inc.	\$1,376.52	\$1,376.52	\$0.00
643	02/01/2020	Open			Accounts Payable	Standard Insurance Company	\$2,131.91	\$2,131.91	\$0.00
644	02/01/2020	Open			Accounts Payable	Standard Insurance Company	(\$266.14)	(\$266.14)	\$0.00
645	02/10/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$248.60	\$248.60	\$0.00
646	02/10/2020	Open			Accounts Payable	Discovery Benefits, Inc.	\$126.50	\$126.50	\$0.00
647	02/11/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,355.00	\$1,355.00	\$0.00
648	02/10/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,578.09	\$1,578.09	\$0.00
649	02/07/2020	Open			Accounts Payable	CalPERS	\$81,062.27	\$81,062.27	\$0.00
650	02/07/2020	Open			Accounts Payable	CalPERS	(\$0.05)	(\$0.05)	\$0.00
651	02/12/2020	Open			Accounts Payable	CalPERS	\$200.00	\$200.00	\$0.00
652	02/21/2020	Open			Accounts Payable	Richard B. Standridge	\$4,560.00	\$4,560.00	\$0.00
653	02/21/2020	Open			Accounts Payable	Marina Police Association-MPOA	\$240.00	\$240.00	\$0.00
654	02/21/2020	Open			Accounts Payable	Police Officers Association - POA	\$1,296.00	\$1,296.00	\$0.00
655	02/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$98.95	\$98.95	\$0.00
656	02/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$52.42	\$52.42	\$0.00
657	02/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$450.00	\$450.00	\$0.00
660	02/10/2020	Open			Accounts Payable	Invoice Cloud, Inc.	\$75.00	\$75.00	\$0.00
661	02/21/2020	Open			Accounts Payable	AFLAC - Attn.:Remittance Process	\$4,018.04	\$4,018.04	\$0.00
662	02/21/2020	Open			Accounts Payable	Discovery Benefits, Inc.	\$1,376.52	\$1,376.52	\$0.00
663	02/21/2020	Open			Accounts Payable	CalPERS	\$209.38	\$209.38	\$0.00
664	02/21/2020	Open			Accounts Payable	CalPERS	\$79,765.43	\$79,765.43	\$0.00
665	02/21/2020	Open			Accounts Payable	CalPERS	(\$606.08)	(\$606.08)	\$0.00

Monthly EFT/Wire Report-Checking Acct.

From Payment Date: 2/1/2020 - To Payment Date: 2/29/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
666	02/27/2020	Open			Accounts Payable	Berkadia	\$97,632.55	\$97,632.55	\$0.00
690	02/29/2020	Open			Accounts Payable	Discovery Benefits, Inc.	\$115.50		
711	02/21/2020	Open			Accounts Payable	Hinderlitter, de Llamas & Associates	\$1,244.44		
712	02/21/2020	Open			Accounts Payable	Division of the State Architect	\$10.70		
Type EFT Totals:									
905 - Chase - Checking Totals							\$385,597.67	\$375,251.49	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
EFTs	Open	49	\$383,975.12	\$373,628.94
	Reconciled	3	\$1,622.55	\$1,622.55
	Voided	0	\$0.00	\$0.00
	Total	52	\$385,597.67	\$375,251.49
All				
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	\$383,975.12	\$373,628.94
	Reconciled	3	\$1,622.55	\$1,622.55
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	52	\$385,597.67	\$375,251.49

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
EFTs	Open	49	\$383,975.12	\$373,628.94
	Reconciled	3	\$1,622.55	\$1,622.55
	Voided	0	\$0.00	\$0.00
	Total	52	\$385,597.67	\$375,251.49
All				
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	\$383,975.12	\$373,628.94
	Reconciled	3	\$1,622.55	\$1,622.55
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	52	\$385,597.67	\$375,251.49

Monthly EFT/Wire Report - Payroll Account

From Payment Date: 2/1/2020 - To Payment Date: 2/29/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
913 - Chase - Payroll ZBA									
<u>EFT</u>									
6468	02/07/2020	Open			Accounts Payable	California State Disbursement Unit	\$1,624.83	\$1,624.83	\$0.00
6469	02/07/2020	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	\$63,781.19	\$63,781.19	\$0.00
6470	02/07/2020	Open			Accounts Payable	Employment Development Department	\$19,574.22	\$19,574.22	\$0.00
6471	02/07/2020	Open			Accounts Payable	ICMA Retirement Trust	\$7,807.33	\$7,807.33	\$0.00
6472	02/07/2020	Open			Accounts Payable	Nationwide Retirement	\$3,053.91	\$3,053.91	\$0.00
6473	02/07/2020	Open			Accounts Payable	Rebecca Minuth	\$527.52	\$527.52	\$0.00
6774	02/21/2020	Open			Accounts Payable	California State Disbursement Unit	\$1,624.83	\$1,624.83	\$0.00
6775	02/21/2020	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	\$72,847.06	\$72,847.06	\$0.00
6776	02/21/2020	Open			Accounts Payable	Employment Development Department	\$21,793.68	\$21,793.68	\$0.00
6777	02/21/2020	Open			Accounts Payable	ICMA Retirement Trust	\$7,572.97	\$7,572.97	\$0.00
6778	02/21/2020	Open			Accounts Payable	Nationwide Retirement	\$3,108.73	\$3,108.73	\$0.00
6779	02/21/2020	Open			Accounts Payable	Rebecca Minuth	\$527.52	\$527.52	\$0.00
Type EFT Totals:							\$203,843.79	\$203,843.79	\$0.00
913 - Chase - Payroll ZBA Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$203,843.79	\$203,843.79
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	12	\$203,843.79	\$203,843.79

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$203,843.79	\$203,843.79
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	12	\$203,843.79	\$203,843.79

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$203,843.79	\$203,843.79
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	12	\$203,843.79	\$203,843.79
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$203,843.79	\$203,843.79
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	12	\$203,843.79	\$203,843.79



DRAFT

Agenda Item: **8b(1)**
City Council Meeting of
April 21, 2020

MINUTES

Tuesday, April 7, 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 Hall
211 Hillcrest Avenue
Marina, California
Telephone (831) 884-1278 - Fax (831) 384-9148
E-Mail: marina@cityofmarina.org Website: www.cityofmarina.org

Zoom Meeting URL: <https://zoom.us/j/921920122>
Zoom Meeting Telephone Only Participation: [1 669 900 9128](tel:16699009128) Webinar ID: [921 920 122](https://zoom.us/j/921920122)

In response to Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic, public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. This meeting is being broadcast "live" on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at <https://accessmediaproductions.org/>

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 (Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*

- a. Conference with Legal Counsel, anticipated litigation - initiation of litigation pursuant to paragraph (4) of subdivision (d) of CA Govt. Code Section 54956.9 – two potential cases.
- b. Real Property Negotiations
 - i. Property: Water City Roller Hockey, 2801 2nd Ave, Marina, CA 93933
Negotiating Party: Mark Tanous
Property Negotiator: City Manager
Terms: Price and Terms
 - ii. 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
Terms: Price and Terms

6:35 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

Robert Rathie, Assistant City Attorney reported out Closed Session: Council met at 5:00pm as indicated and a quorum was established with all Council Members present. Council discussed the received information on all items on the agenda, there was discussion, direction was provide and no reportable action was taken.

4. **MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE** (Please stand)
5. **SPECIAL PRESENTATIONS:**
 - a **Review of updated Website – COVID-19**
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.*
 - Edrie De Los Santos – Announced that notifications went out today to residents on the Street-wide Resurfacing Project. Chip Sealing on April 14th and 15th and the following week Monday-Thursday for slurry street. All this information, dates and times can be found on the city's website.
 - Fred Aegerter – Reminded everyone in the community to make sure and take an opportunity to participate in the 2020 Census. Takes about 10 minutes to complete. Participation helps our community in receiving our fair share of funds for education, infrastructure and health care in the coming decade. The response rate in Marina has been really good. The information shared is confidential. If you haven't completed your census form, you can go to: My2020Census.gov or call 1-844-330-2020. This information is also on the city's website.
 - Council Member Berkley – asked if undocumented people can still participate in the 2020 Census

- Mayor Pro-Tem Morton – Announced that this Thursday, at 2:00pm is the FORA Board meeting via Zoom. Meeting information can be found at the Fort Ord Reuse Authority website for Zoom meeting participation. We have three months (April, May & June) are the last months the FORA Board will be convening and right now they're doing the planning and voting on the distribution of funds to the different jurisdictions.
- Mayor Delgado – Announced food distribution taking place at Los Arboles Middle School in the drop off circle on Tuesdays for everyone from 2:00-4:00pm and on Friday's for Seniors only from 1:00-3:00pm. Shout out to the Marina Foundation, Marina Recreation Department, MPUSD, Monterey County Food Bank, Monterey Boys and Girls Club for giving us the food.

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 94656-94809, totaling \$347,724.02
Accounts Payable Successor Agency Checks Numbers 44-45 and EFT totaling \$5,093.78

b. MINUTES:

- (1) March 17, 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:

g. APPROVAL OF AGREEMENTS

- (1) ~~City Council consider adopting Resolution No. 2020, authorizing the City Manager to execute a contract with HdL Companies not to exceed \$50,000 to provide cannabis program application review, tax audits, compliance inspections, background checks, and subject matter expertise and technical support, subject to final review and approval by the City Attorney; and authorizing Finance Director to make appropriate accounting and budgetary entries. **Pulled by Council Member O'Connell, becomes agenda item 11d**~~

- (2) City Council consider adopting **Resolution No. 2020-30**, approving professional services agreements between the City of Marina and Wallace Group, Inc. for program management, on-call design, and on-call construction management, and construction inspection services for projects in the Capital Improvement Program (CIP) and Airport Capital Improvement Programs (ACIP), and; authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.
- (3) City Council consider adopting **Resolution No. 2020-31**, approving a consultant services agreement in the amount of \$93,407 with Coffman Associates to update operating documents and establish standard lease rates for the Marina Municipal Airport (OAR); and approving appropriation of \$93,407 for these professional services; and authorizing City Manager to accept the proposal and execute the project authorization on behalf of City, subject to final review and approval by City Attorney.
- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
- i. MAPS: None
- j. REPORTS: (RECEIVE AND FILE):
- k. FUNDING & BUDGET MATTERS: None
- l. APPROVE ORDINANCES (WAIVE SECOND READING): None
- m. APPROVE APPOINTMENTS: None

City Attorney Rathie – requested that the Minutes of March 17th be amended to reflect the City Manager’s comments on page 7, under agenda item 11b *“the city manager in his role as the Emergency services director directed that due to the COVID-19 pandemic that all non-essential Boards and Commission will cease to operate. The Council and Planning Commission to continue operations and their focus to be on the central public health and safety issues”*

Council Member O’Connell pulled agenda item 8g(1) for discussion. Quick comment for 8g(2) and a vote. It’s my position that I could not vote for this due to the present situation relating to the unknown fact that there is no revenue coming into the city and the loss of TOT and sales tax, gas tax and possibly the loss of revenue from Preston and Abrams. I don’t feel comfortable committing the city to \$700,000 plus arrangement. Hopes that it could be either tabled or voted down at this time. Since it’s been cleared that we have no financial obligation, is the problem that in part the reason we’re doing this because of the number of priorities project that we have? And if so, is it possible to reduce the priorities so as to reduce the on-call services needed?

Mayor Pro-Tem Morton had questions for 8g(2) – same concern as long as there is no monetary obligation. You’re executing the contract and it’s only when you ask for a particular service. As to the Stockade, the oversight on the Stockade we are still trying to secure funds from FORA to pay for the services that we would use under this contract, correct? In the approximately estimated cost that FORA has for allocation to cover the cost of the Stockade removal which was \$2.050 million. That fund would cover the Wallace Group’s involvement in the oversight of the Stockade.

8g(3) = Uncertain about our funds going forward General Fund. The expenditure of \$93,500 to update the Study on Airport Leasing Rates, does FAA require that we do that?

DELGADO/URRUTIA: TO APPROVE THE CONSENT AGENDA MINUS 8g(1) AND WITH CORRECTIONS TO THE MINUTES OF MARCH 17, 2020 AS NOTED BY CITY ATTORNEY RATHIE. 5-0-0-0 Motion Passes by Roll Call Vote

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. 2020-32**, confirming the City Manager/Director of Emergency Services' issuance of a First Supplement to the Proclamation of a Local Emergency temporarily suspending until May 31, 2020, the authority of any landlord to commence evictions on any residential (including mobile homes and mobile home lots) or commercial property within the City due to the tenant's nonpayment of rent or a foreclosure arising out of a documented substantial decrease in household or business income caused by the COVID-19 pandemic or the governmental response thereto.

BERKLEY/URRUTIA: TO APPROVE RESOLUTION NO. 2020-32, CONFIRMING THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES' ISSUANCE OF A FIRST SUPPLEMENT TO THE PROCLAMATION OF A LOCAL EMERGENCY TEMPORARILY SUSPENDING UNTIL MAY 31, 2020, THE AUTHORITY OF ANY LANDLORD TO COMMENCE EVICTIONS ON ANY RESIDENTIAL (INCLUDING MOBILE HOMES AND MOBILE HOME LOTS) OR COMMERCIAL PROPERTY WITHIN THE CITY DUE TO THE TENANT'S NONPAYMENT OF RENT OR A FORECLOSURE ARISING OUT OF A DOCUMENTED SUBSTANTIAL DECREASE IN HOUSEHOLD OR BUSINESS INCOME CAUSED BY THE COVID-19 PANDEMIC OR THE GOVERNMENTAL RESPONSE THERETO. 5-0-0-0 Motion Passes by Roll Call Vote

Council Questions: is the City's intent to come up with some criteria standards where a tenant could meet or establish their inability to pay rent is caused by a decrease due to the COVID virus? We've received email from residents related to on street parking issues, is enforcement being done for parking? How are social distancing being enforced? Has crime risen in the City since COVID-19?

Public Comments:

- Brian McCarthy – Is the City aware of any delay or expects any delays in rents? Does the City intend to delay any rents due to landlord for city leased property?
- Denise Turley – Are people being encouraged to do payment plan and pay what they can?
- Greg Fury – Supports this item. Deferment in future planning? Glad the City is doing this.
- Paula Pelot – Notices to Preston and Abrams residents were vague and didn't tell people what types of documentation they would need to bring and what timeframes. Suspect people are going to enter a crisis next month not this month. They really need to know what documents they need to bring. Alliance doesn't seem to know. City need to work closely with Alliance in terms of guidelines.

- b. Update and discussion regarding impacts of COVID-19 – and provide staff with further directions.

City Manager Long: we have updated our website to list the latest notices with include the State and County Essential High-Level Process; Marina's process – High Level of Services. We have business resources available on our website.

Noted that no city employee has contracted the virus; strict procedures and protocols throughout the City offices; City has potential plans worked out with local hotels for a 14-day quarantine for public safety personnel who have come in contact with virus; any and all employees who can work from home shall do so; first thing in the morning city staff does a complete wipe down of all surface areas, door handles, phones, keyboards, mouse etc.. to ensure a safe environment for employees still working onsite.

Council Questions: How do you disinfect the firehouse and the equipment even though you have three different shifts? What are we doing as a city to make sure the equipment, the firehouse is sanitized continuously? How often is this outside cleaning company coming in? MPUSD is going to have all the courts locked and gates locked, has that been done that you know of? Has the City of Marina or other jurisdictions organized any type of list of any buildings given to eh Health Department that may be available if the virus gets so bad in this county that we have to ship people, especially homeless people? Is that relayed to CSUMB, their gymnasium for example? How can we help our residents? What are we doing for enforcement within our jurisdiction not only as to offer our properties but to gatherings or businesses that are still open and operating that do not meet the criteria?

Public Comments on CM Update

- Karen Chau, Marina Donuts & Bagels – Due to new sanitary measures set by the County businesses are required to place hand sanitizer at the entrance and also at the cash registers, if we have difficulty getting our hands-on hand sanitizer will the City assist us with this process? Some businesses are also putting protective screens in front of the registers, can the city help us with this since contractors are hard to come by?
- Kathy Biala – Acknowledge the many acts of kindness our council is doing but saddened by receiving many emails from residents regarding the two unnecessary agenda items(11d&11g) in the mists of the worst crisis Marina has faced. COVID-19 was 11b, why was it not first on the agenda? Those of us lucky to still have a job or are retired and have money coming in or our own our home, are immune to the mass of worry out there on the streets. Can you imagine what next week would look like if you had no paycheck or unemployment check coming in a timely manner? It's imperative that we try and be pro-active and think about the immediate as well as the future impacts to the most vulnerable in our city. If people are barely making it now how can we assist them with the mountain load of back rent that would be due the day after the eviction moratorium is lifted? How has the city attempted outreach to the various non-English speakers to stay uniformly informed about the spread of the virus and about what financial assistance is available? If you want to maintain some sort of resemblance of our economy in the future what are we doing to help our “mom and pop” small businesses whether this awful storm? If we know we have money in our budget to spare why would you withhold it from active assistance to Marina folks in a time of unprecedented need in this crisis?
- Elizabeth Plant – Marina Chamber of Commerce, in the last few weeks we set out to assist out local restaurants and business by establishing a Task Force who contacted businesses at-large. We posted and distributed a list of open restaurants, provided help to businesses with suggestions on how they can continue, for those restaurants that most likely that could stay open with suggestions that were tried and proved successful. Announced that the Chamber is launching a program called

Gift Cards for Good that will start this weekend. It will give individuals in our community the opportunity to purchase gift cards from any of our participating local businesses thus giving businesses an economic boost. Between March 20-24th we conducted a phone survey to understand how our local “mom and pop” shops were doing. Concerns expressed by the businesses included: having to pay rent, PG&E bills, laying off workers, closures, parking lots looking like ghost towns, having issues with food and proper sanitation supplies. As far as we know there are several economic and business stimulus projects and health plans in place but the swiftness in administering is uncertain. City should implement programs that can help Marina businesses stay afloat until the relief measures are realized. We sent out this morning an emergency tax report with four recommendations for the city. I would like to stress the importance of our fourth recommendation enacting quickly which would require hiring a professional expert consultant to disseminate information on the federal and more local stimulus packages that are available, connecting both group informational sessions and being available for individual meetings and having someone that speaks several languages that are spoken here in Marina. If Marina is to maintain its current many qualities all our small businesses must be supported. So, we ask for consideration of any of these recommendations we made in that document.

- Cristina Medina Dirksen – Thanked the Marina Chamber of Commerce and the City for the work they are doing during this crisis. Marina Foundation has an emergency fund for seniors, the Thomas Carmen Food Pantry is accepting donations as is Saint Jude’s Church. Friends of the Marina Library has put up funding for all of these organizations including that will provide computers for Marina students who need them. The Community Foundation for Monterey County has a COVID-19 Relief Fund that public can give to and if you go to our website, we have a list of organizations that we pushed out to including money to the Marina Foundation. Urged nonprofits to apply. There is also webinars going on tomorrow about SBA loans and nonprofit loans. Concerned about the agenda items. I think speaking all COVID is what our community needs right now. Went to a park and it was all closed off and wanted clarification on Windy Hill Park as the whole park even the walking area is closed off. Is that coming under the County closing down parks for Easter? Support what the Chamber is doing and what our organization is doing. If you go to Marina Community Facebook page there is a listing of food distribution centers, including on Monday’s at the Library. The VTC also received funding for its pantry. Urged more communication on all channels.
- Weilian Su – Owner of 365 Café in the new Dunes Shopping Center. Because of COVID-19 the issues that we’re experiencing are reduction of business traffic. We personally have seen a 85-90% reduction but we still try to keep the doors open. We have to limit the hours and we had to layoff employees because there is not enough traffic, not enough people so when your going to try and spend the money to maintain customers from coming in and still serving our local customers at the same time providing the healthier food to them. The impact is significant because 1) it hurts the business a lot; 2) it’s hurting the workers because it’s hard for me to let go of people at no fault of their own. Because of that reduction it impacts the community. Reduction of traffic impact the cash flow in any businesses. We’re trying to keep things open, but we are unsure how long this will continue to go on. This kind of uncertainty, even though we have all these government loans and programs coming out but to me it doesn’t help too much. Lots of requirements and red tape and I applied for the economic disaster one and its been past three days and I still haven’t received anything yet. How much is the risk for me to risk my employees? How can the city help during this uncertain time? We’re asking if the city has grant monies for the businesses in Marina that the city can probably provide? The current program only offer money for labor. It doesn’t cover the rent, insurance or utilities.

- Greg Fury – there are a lot of forecasts out there saying June or July before things try to right themselves if there is a flattening of the curve. CDC has a very extensive website that gives a lot of alternatives or spreadsheet of different options or formulations for sanitizers. One of the things Marina has going for it is it's a small contained environment relatively speaking. We don't have the challenges of tourist environment and visitors even though a lot of people are tourist. The influx and outflux of people in the military were not as affected by the city of Monterey, so in theory a more controlled environment. One of the points I wanted to make is the devil's in the details. By that I posted some things on NextDoor, I was very concerned and quite frankly I was critical. Was flabbergasted that restaurant had to close because of social distancing and yet you can walk into a checkout line and be two feet away from a checker. I felt bad for the checker because of the vulnerability. We have things like the farmers market but there has to be cognizance in paper money. The virus can stay on a dollar bill for 10-days. There has to be attention to that. when it comes to masks there has to be attention to what the mask is made of. Enforcement is important. I cannot think of anything more important than having our police department out there patrolling and enforcing. Making sure people are maintaining their distance, wearing masks. All these things are incredibly important because you don't want this disease a foothold. Website is wonderful but there are seniors out there do not have access to electronic and social media. Hopes that's getting addressed.

Delgado/Urrutia: that we direct staff to hire a consultant as soon as possible to work full time for as long as we need them.

Financial Update by Finance Director Eric Frost

Council Questions: If a property owner could not make the mortgage payment and sold the property versus a foreclosure would that result in a lower assessment/value resulting in lower property tax that we really can not anticipate? If you fail to pay your property taxes the County will not take any action for 4-5 years? Rent Bar Graph Projected Current – is this related to city owned property specifically Preston and Abrams Park? If you're deferring collection what money is available to the city is going to be altered, correct?

Public Comments on Finance Update: None received.

DELGADO/URRUTIA: TO HIRE A CONSULTANT TO WORK WITH BUSINESSES AS SOON AS POSSIBLE NOT TO EXCEED \$30,000; TO LOOK INTO A LEGAL TRANSLATORS; DIRECT STAFF TO SCHEDULE A MEETING TO DISCUSS WORKPLAN AND EXPENSES; AND ESTABLISH A DEDICATED PHONE LINE AND EMAIL FOR BUSINESSES TO CALL INTO TO REQUEST ASSISTANCE. 5-0-0-0 Motion Passes by Roll Call Vote

Public Comments on Motion:

- Kathy Biala – Thank you for pushing this idea of the consultant. Part of the Chamber of Commerce outreach to small businesses and contact many. Unless you really understand the outreach that has to be made, I don't think you can appreciate how this consultant could be of so much help. When we talk to these folks, they are so appreciative of any attention, any contact that they know someone is there by a phone call. It's amazing to me how successful our small businesses are when they are very electronically handicapped in many ways. Some don't have websites, email yet they've been in our community for years. They've been trying to understand but it's hard. It's not necessarily that you need translators on every contact. They need coaching and resources.

10:02 PM – URRUTIA/DELGADO: TO CONTINUE MEETING UNTIL 10:30 PM 5-0-0-0 Motion Passes by Roll Call Vote

O'CONNELL/DELGADO: TO CONTINUE WITH ITEMS 11c, AND CONTINUE ANY OTHER ITEMS TO TUESDAY, APRIL 14TH AT 6:30 PM ON ZOOM. 4-1(Urrutia)-0-0 Motion Passes by Roll Call Vote

Substitute Motion

Urrutia/___: to take up agenda 11d for public comments only and continue the item to next Tuesday and continue with agenda item 11c. Substitute motion dies for a lack of second

Substitute Motion #2

Delgado/Urrutia: to hear 11c (FORTAG), open 11d for public comments..... Withdrawn

- c. City Council consider adopting **Resolution No. 2020-33**, adopting the mitigation monitoring & reporting plan in compliance with Public Resources Code Section 21081.6 and California Environmental Quality Act Guidelines Section 15097 for the Fort Ord Regional Trail and Greenway (FORTAG), and; approving the Master Agreement between and among the Transportation Agency for Monterey County (TAMC), the county of Monterey, the cities of Seaside, Marina, Monterey, Del Rey Oaks, California State University Monterey Bay, University Of California Santa Cruz, and Monterey Peninsula Regional Park District, and; authorize the City Manager to execute the Master Agreement on behalf of the City of Marina subject to final review and approval by the City Attorney.

DELGADO/MORTON: TO APPROVE RESOLUTION NO. 2020-33, ADOPTING THE MITIGATION MONITORING & REPORTING PLAN IN COMPLIANCE WITH PUBLIC RESOURCES CODE SECTION 21081.6 AND CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15097 FOR THE FORT ORD REGIONAL TRAIL AND GREENWAY (FORTAG), AND; APPROVING THE MASTER AGREEMENT BETWEEN AND AMONG THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC), THE COUNTY OF MONTEREY, THE CITIES OF SEASIDE, MARINA, MONTEREY, DEL REY OAKS, CALIFORNIA STATE UNIVERSITY MONTEREY BAY, UNIVERSITY OF CALIFORNIA SANTA CRUZ, AND MONTEREY PENINSULA REGIONAL PARK DISTRICT, AND; AUTHORIZE THE CITY MANAGER TO EXECUTE THE MASTER AGREEMENT ON BEHALF OF THE CITY OF MARINA SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY. 5-0-0-0 Motion Passes by Roll Call Vote

Council Questions: None

Public Comments:

- Scott Waltz – Thanked everyone involved and encouraged support.
- d. ~~City Council consider adopting Resolution No. 2020, approving the 2020 Engineering and Traffic Survey with proposed speed limit revisions, and; authorize a budget appropriation of \$45,000 of Gas Tax/Street Fund for signs and supplies, and; authorize the Finance Director to make necessary accounting and budgetary entries, and; consider introducing Ordinance No. 2020, for first reading by title only and waive further reading, amending Section 10.60.010 “Speed Limits Established” of Chapter 10.60 “Speed Limits” of Title 10 “Vehicles and Traffic” to adopt *prima facie* speed limits pursuant to an engineering and traffic survey and the California Vehicle Code (CVC). Continued to April 14, 2020~~

- e. ~~City Council consider adopting Resolution No. 2020 , approving Job Description and Salary Range for Public Works Maintenance Superintendent; authorizing the City Manager to make necessary adjustments to the City's classification and compensation plans, and; authorizing the Finance Director to make necessary budgetary and accounting entries.~~ **Continued to April 14, 2020**
- f. ~~City Council consider adopting Resolution No. 2020 , approving Job Description and Salary Range for Senior Management Analyst /Communications Coordinator.~~ **Continued to April 14, 2020**
- g. ~~City Council consider consolidation of the duties of the Site and Architectural Design Review Board and Tree Committee to the Planning Commission to streamline the planning review process and provide direction to staff.~~ **Continued to April 14, 2020**
- h. ~~City Council consider placing on a future agenda a ballot measure setting forth the modifications necessary to remove the existing flaws to the Marina Municipal Code Title 19 entitled Commercial Cannabis Activities. [O'Connell] Step One of Two Step Process~~ **Continued to April 14, 2020**
- i. ~~City Council consider adopting Resolution No. 2020 , authorizing the City Manager to execute a contract with HdL Companies not to exceed \$50,000 to provide cannabis program application review, tax audits, compliance inspections, background checks, and subject matter expertise and technical support, subject to final review and approval by the City Attorney; and authorizing Finance Director to make appropriate accounting and budgetary entries.~~ **Pulled by Council Member O'Connell, was agenda item 8g(1) Continued to April 14, 2020**

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

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

13. ADJOURNMENT: The meeting adjourned at 10:30 pm to Tuesday, April 14, 2020

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

April 16, 2020

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 21, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
PRELIMINARILY APPROVING THE FISCAL YEAR 2020-21
ENGINEER'S REPORT FOR THE CYPRESS COVE II LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT; DECLARING ITS
INTENTION TO LEVY AN ASSESSMENT IN FISCAL YEAR 2020-21 IN
THAT DISTRICT; AND CALLING A PUBLIC HEARING FOR MAY 5,
2020**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, preliminarily approving the Fiscal Year 2020-21 Engineer's Report for the Cypress Cove II Landscape Maintenance Assessment District; declaring its intention to levy an assessment in fiscal year 2020-21 in that district; and calling a public hearing for May 5, 2020.

BACKGROUND:

At the regular meeting of June 16, 1987, the City Council adopted Resolution 1987-23, ordering the formation of the Cypress Cove II Landscape Maintenance Assessment District pursuant to Streets and Highway Code §22594 and the Landscaping and Lighting Act of 1972 to maintain certain improvements required of new development as a condition of the subdivision approvals.

The Landscaping and Lighting Act of 1972 requires an annual update report to be prepared, which includes the costs to maintain the improvements of the Cypress Cove II Landscape Maintenance Assessment District and what the proposed assessments will be to provide for that maintenance.

The first step in the annual update process is for the City Council to initiate the process by adopting a resolution ordering the City Engineer to prepare and file an Engineer's Report for the District. After initiation of the update process and preparation of the update report, the City Council will be requested to adopt a resolution of intention to set a Public Hearing. Lastly, a Public Hearing will be held at a subsequent City Council meeting where the Assessment District's levy amount is approved and confirmed, resulting in the adoption of a resolution confirming the levy of assessment pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California.

At the regular meeting of February 4, 2020, the City Council adopted 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 2020-21.

ANALYSIS:

Staff has prepared an Engineer's Report for the Cypress Cove II Maintenance Assessment District for FY 2020-21 and filed the report with the City Clerk. Staff is proposing assessment amounts as follows:

	<u>Current FY 2019-20</u>	<u>Proposed FY 2020-21</u>
Cypress Cove II (110 parcels)	\$180.78	\$180.78

At the request of the homeowners, staff has been coordinating with a group of representatives to discuss further beautification and improvements to the District. New trees are planned to be planted and slopes stabilized in FY 2020-21. Regular maintenance of the existing District will continue.

Staff is requesting that the City Council approve setting a public hearing for May 5, 2020 to hear concerns on levying and collection of the proposed assessment on this district. Staff will mail notices to all affected property owners upon City Council approval of the public hearing.

Once the hearing is completed and the levy approved, the City has until August 3rd, 2020 to file a certified copy of the diagram and assessment with the Monterey County Auditor-Controller

FISCAL IMPACT:

Adequate funding for providing notices for the public hearing has been appropriated in the FY 19/20 budget account for Cypress Cove II. There is no fiscal impact to preliminarily approving the Engineer's Report and setting a public hearing.

CONCLUSION:

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

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer
Public Works Department
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 CITY COUNCIL OF THE CITY OF MARINA PRELIMINARILY APPROVING THE FISCAL YEAR 2020-21 ENGINEER'S REPORT FOR THE CYPRESS COVE II LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT; DECLARING ITS INTENTION TO LEVY AN ASSESSMENT IN FISCAL YEAR 2020-21 IN THAT DISTRICT; AND CALLING A PUBLIC HEARING FOR MAY 5, 2020

WHEREAS, At the regular meeting of June 16, 1987, the City Council adopted Resolution 1987-23, ordering the formation of the Cypress Cove II Landscape Maintenance Assessment District pursuant to Streets and Highway Code §22594 and the Landscaping and Lighting Act of 1972 to maintain certain improvements required of new development as a condition of the subdivision approvals; and

WHEREAS, the City Engineer, on the direction of the City Council, has filed with the City Clerk a report with respect to the Fiscal Year 2020-21 levy of the assessment in connection with the Assessment District (the "Report"); and

WHEREAS, the Report is on file in the Office of the City Clerk, available for public inspection, and incorporated herein by reference; and

WHEREAS, the Report recommends that the assessment rate remain \$180.78 per parcel; and

WHEREAS, the City Council desires to proceed with the process for levying the Fiscal Year 2020-21 levy of assessments in connection with the Assessment District prior to the August 3rd, 2020 deadline with the Monterey County Auditor-Controller.

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

1. The Report is hereby preliminarily approved as filed.
2. The Council declares its intention to levy and collect assessments in the Assessment District for Fiscal Year 2020-21 as described in the Report.
3. Reference is made to the Report for a full and detailed description of (i) the improvements to be operated and maintained in connection with the Assessment District; (ii) the boundaries of the Assessment District; and (iii) the proposed assessments upon assessable lots and parcels of land within the Assessment District. The Report describes, among other things, each affected parcel of real property and the amount of the assessments for each such affected parcel for Fiscal Year 2020-21. The Assessment District generally includes all residential parcels in the Cypress Cove II subdivision. The amount of the assessment and the general nature of the improvements are not proposed to change from the prior year.

4. A public hearing on the levy of assessments in Fiscal Year 2020-21 in connection with each of the Districts is scheduled for Tuesday, May 5, 2020, at 6:30 P.M. or as soon thereafter as the matter may be heard in conformance with Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic. Public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. Information on the broadcasting and Public Participation during this meeting will be posted on the Meeting Agenda.
5. Staff is directed to give notice of the public hearing pursuant to Section 22626(a) of the Act.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 21st day of April 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



CITY OF MARINA
MONTEREY COUNTY
CALIFORNIA

CYPRESS COVE II LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

ENGINEER'S REPORT

FY 2020-2021

Council Members:

B. DELGADO, MAYOR

F. O'CONNELL
L. BERKLEY

G. MORTON
A. URRUTIA

LAYNE LONG
ANITA SHEPHERD-SHARP
ROBERT WELLINGTON
BRIAN MCMINN

City Manager
Deputy City Clerk
City Attorney
Public Works Director/City Engineer

Prepared By
City of Marina
Public Works Department

CYPRESS COVE II
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

FY 2020-2021

This report concerns the Cypress Cove II Landscape Maintenance Assessment District.

The Assessment District consists of the Cypress Cove II Subdivision located in the westerly portion of the City of Marina just east of the Highway I and Reservation Road interchange. The subdivision is bounded on three sides by Abdy Way, Cardoza Avenue, and Beach Road, contains 110 lots, a percolation pond parcel (Parcel B), and an emergency access road (Parcel C).

The subdivision consists of 110 single family homes complete with underground utilities, water and wastewater facilities, street and drainage improvements, and landscaping. The Assessment District has been formed for the purpose of maintaining the exterior boundary landscaping and retaining walls, installed and paid for by the developer.

This report has been prepared pursuant to Sections 22565 through 22574 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The existing improvements to be maintained which are the subject of this report, are briefly described as follows:

All exterior landscaping elements located adjacent to the subdivision boundaries along Abdy Way, Cardoza Avenue, and Beach Road and outside the chain link fence on Parcel B are considered as the improvements included in the Assessment District. Landscaping elements consist of hydroseeded areas, groundcover, shrubs, trees, irrigation pipelines, controllers, valves, sprinklers, masonry retaining walls, and electrical service. Plans and specifications showing these existing improvements which are to be maintained are on file in the City of Marina Public Works Division.

This report includes the following attached exhibits:

EXHIBIT A - An assessment diagram and boundary map showing all of the parcels of the real property within the Assessment District. The diagram is keyed to Exhibit C by the separate "Assessment Number".

EXHIBIT B - Spreadsheet showing estimated costs for FY 2019-2020 and estimated costs for FY 2020-2021 and FY 2021-2022.

EXHIBIT C - An assessment roll showing the amount proposed to be assessed against each parcel of real property within this Assessment District. In addition to the Assessor's Parcel Number each parcel has been assigned a separate "Assessment Number" which corresponds to that parcels lot number.

Page Two
Engineer's Report
Cypress Cove II Landscape Maintenance Assessment District

EXHIBIT D - Method of determination of assessment spread.

Respectfully Submitted,

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

April 2020

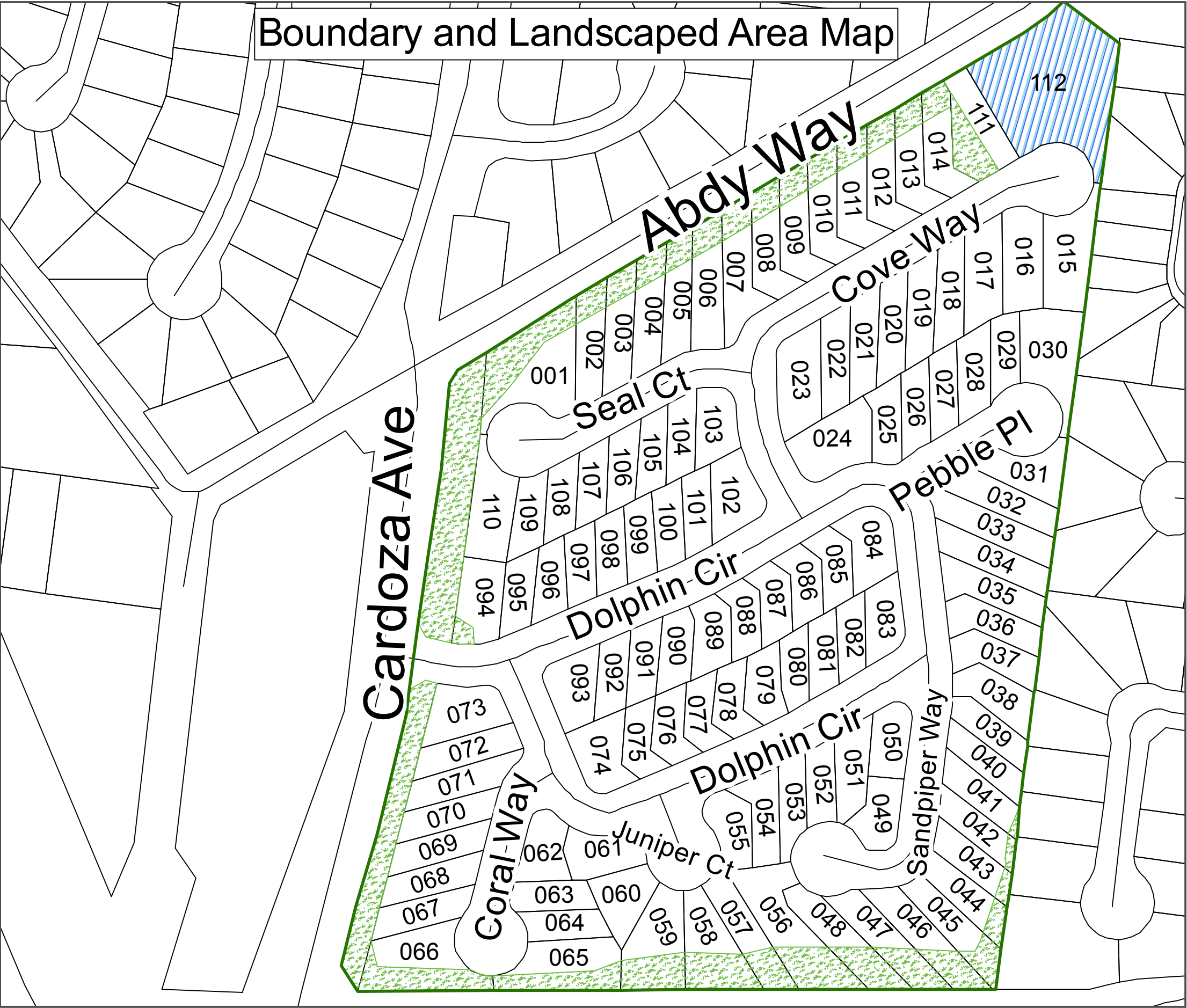
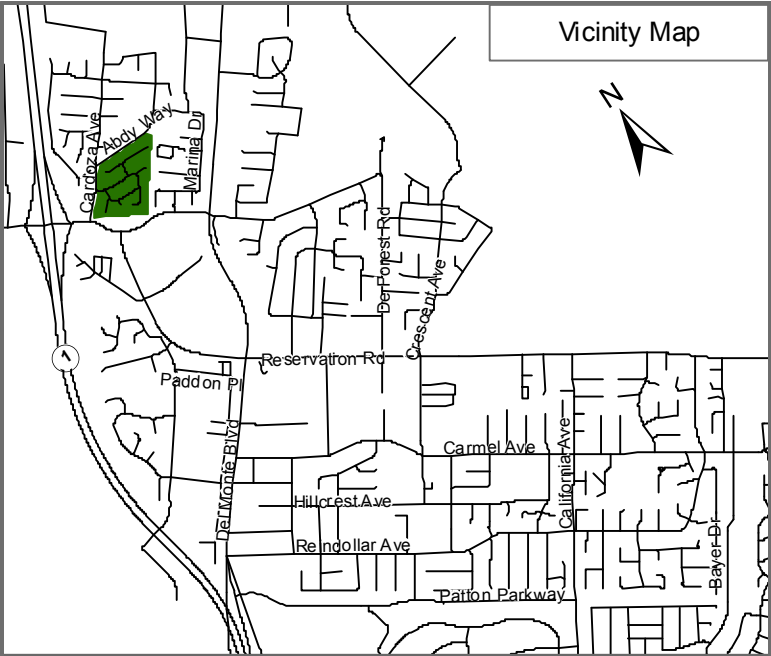


EXHIBIT A

Cypress Cove II

Landscape Maintenance District



Legend

Cypress Cove II

- Boundary
- Landscaped Area
2.00 Acres
- Parcels
- Percolation Lot
- Roads

Date: April 15th, 2009

Notes: The City of Marina assume no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates/modifications and may not be complete or appropriate for all purposes. The City of Marina and Monterey County GIS should be queried for the most current information. Parcel data is of mapping grade only and does not represent reliable locations or legal boundaries.

Sources: Monterey County GIS, City of Marina CDD
Map Projection: California State Plane Zone IV, NAD 83 (Feet)

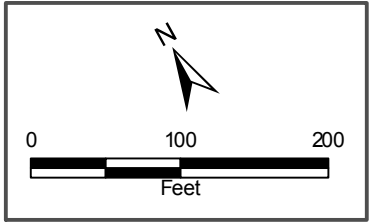


EXHIBIT B
CYPRESS COVE II LANDSCAPE MAINTENANCE DISTRICT

Summary	Estimates FY 2019-2020	Estimates FY 2020-2021	Estimates FY 2021-2022
Beginning Cash Balance, July 1st	\$ 2,973	\$ 4,188	\$ 4,619
(a) Total Assessment Revenues (110 Parcels)	\$ 19,886	\$ 19,886	\$ 19,886

Expenditures

Contractor Services			
(b) Landscape Maintenance Contract	\$ 6,120	\$ 6,304	\$ 6,493
Utilities	\$ 800	\$ 1,200	\$ 1,200
Large Tree Trimming	\$ 2,500	\$ -	\$ 2,500
Extraordinary Maintenance	\$ 4,100	\$ -	\$ 4,000
Tree/Plant Replacement	\$ -	\$ 7,000	
Administrative Services			
Supervision	\$ -	\$ -	\$ -
Administration (Incl. Engineers Report)	\$ 2,000	\$ 1,800	\$ 1,800
Cost Allocation Plan Charges	\$ 2,751	\$ 2,751	\$ 2,751
Legal Advertising	\$ 400	\$ 400	\$ 400
Total Expenditures	\$ 18,671	\$ 19,455	\$ 19,144

(c) Net Change in Fund Balance	\$ 1,215	\$ 431	\$ 742
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(d) Ending Fund Balance, June 30th	\$ 4,188	\$ 4,619	\$ 5,362
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(a) Maximum Assessment per Prop 218 is \$180.78 per parcel. The assessment amount for FY20-21 is consistent with FY19-20 at \$180.78 per parcel. Final total assessment revenue includes interest income totals.

(b) Maintenance Costs are shown as increasing per fiscal year by an estimated Consumer Cost Index (CPI) of 3% as allowed by the Contract Specifications.

(c) Net Change in Fund Balance equals the Total Expenditures subtracted from Total Assessment Revenue for that Fiscal Year.

(d) End Fund Balance equals the Net Change in Fund Balance plus the Beginning Cash Balance of that Fiscal Year.

EXHIBIT C
CYPRESS COVE II
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL
FOR FISCAL YEAR 2020-2021

DIAGRAM & ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	NET ASSESSMENT
1	33-076-01	\$180.78
2	33-076-02	\$180.78
3	33-076-03	\$180.78
4	33-076-04	\$180.78
5	33-076-05	\$180.78
6	33-076-06	\$180.78
7	33-076-07	\$180.78
8	33-076-08	\$180.78
9	33-076-09	\$180.78
10	33-076-10	\$180.78
11	33-076-11	\$180.78
12	33-076-12	\$180.78
13	33-076-13	\$180.78
14	33-076-14	\$180.78

CYPRESS COVE II
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT ASSESSMENT ROLL
FOR FISCAL YEAR 2020-2021

DIAGRAM & ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	NET ASSESSMENT
15	33-076-15	\$180.78
16	33-076-16	\$180.78
17	33-076-17	\$180.78
18	33-076-18	\$180.78
19	33-076-19	\$180.78
20	33-076-20	\$180.78
21	33-076-21	\$180.78
22	33-076-22	\$180.78
23	33-076-23	\$180.78
24	33-076-24	\$180.78
25	33-076-25	\$180.78
26	33-076-26	\$180.78
27	33-076-27	\$180.78
28	33-076-28	\$180.78
29	33-076-29	\$180.78
30	33-076-30	\$180.78
31	33-076-31	\$180.78
32	33-076-32	\$180.78

CYPRESS COVE II
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT ASSESSMENT ROLL
FOR FISCAL YEAR 2020-2021

DIAGRAM & ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	NET ASSESSMENT
33	33-076-33	\$180.78
34	33-076-34	\$180.78
35	33-076-35	\$180.78
36	33-076-36	\$180.78
37	33-076-37	\$180.78
38	33-076-38	\$180.78
39	33-076-39	\$180.78
40	33-076-40	\$180.78
41	33-076-41	\$180.78
42	33-076-42	\$180.78
43	33-076-43	\$180.78
44	33-076-44	\$180.78
45	33-076-45	\$180.78
46	33-076-46	\$180.78
47	33-076-47	\$180.78
48	33-076-48	\$180.78
49	33-076-49	\$180.78
50	33-076-50	\$180.78

CYPRESS COVE II
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT ASSESSMENT ROLL
FOR FISCAL YEAR 2020-2021

DIAGRAM & ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	NET ASSESSMENT
51	33-076-51	\$180.78
52	33-076-52	\$180.78
53	33-076-53	\$180.78
54	33-076-54	\$180.78
55	33-076-55	\$180.78
56	33-076-56	\$180.78
57	33-076-57	\$180.78
58	33-076-58	\$180.78
59	33-076-59	\$180.78
60	33-076-60	\$180.78
61	33-076-61	\$180.78
62	33-076-62	\$180.78
63	33-076-63	\$180.78
64	33-076-64	\$180.78
65	33-076-65	\$180.78
66	33-076-66	\$180.78
67	33-076-67	\$180.78
68	33-076-68	\$180.78

CYPRESS COVE II
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT ASSESSMENT ROLL
FOR FISCAL YEAR 2020-2021

DIAGRAM & ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	NET ASSESSMENT
69	33-076-69	\$180.78
70	33-076-70	\$180.78
71	33-076-71	\$180.78
72	33-076-72	\$180.78
73	33-076-73	\$180.78
74	33-075-01	\$180.78
75	33-075-02	\$180.78
76	33-075-03	\$180.78
77	33-075-04	\$180.78
78	33-075-05	\$180.78
79	33-075-06	\$180.78
80	33-075-07	\$180.78
81	33-075-08	\$180.78
82	33-075-09	\$180.78
83	33-075-10	\$180.78
84	33-075-11	\$180.78
85	33-075-12	\$180.78
86	33-075-13	\$180.78

CYPRESS COVE II
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT ASSESSMENT ROLL
FOR FISCAL YEAR 2020-2021

DIAGRAM & ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	NET ASSESSMENT
87	33-075-14	\$180.78
88	33-075-15	\$180.78
89	33-075-16	\$180.78
90	33-075-17	\$180.78
91	33-075-18	\$180.78
92	33-075-19	\$180.78
93	33-075-20	\$180.78
94	33-076-74	\$180.78
95	33-076-75	\$180.78
96	33-076-76	\$180.78
97	33-076-77	\$180.78
98	33-076-78	\$180.78
99	33-076-79	\$180.78
100	33-076-80	\$180.78
101	33-076-81	\$180.78
102	33-076-82	\$180.78
103	33-076-83	\$180.78
104	33-076-84	\$180.78

CYPRESS COVE II
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT ASSESSMENT ROLL
FOR FISCAL YEAR 2020-2021

DIAGRAM & ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	NET ASSESSMENT
105	33-076-85	\$180.78
106	33-076-86	\$180.78
107	33-076-87	\$180.78
108	33-076-88	\$180.78
109	33-076-89	\$180.78
110	33-076-90	\$180.78
111		EXEMPT
112		EXEMPT

EXHIBIT D

METHOD OF DETERMINATION OF ASSESSMENT SPREAD

The maintenance of the subdivision exterior boundary landscaping benefits the Assessment District as a whole. Therefore, the assessment spread should be based on the number of building sites or lots contained within the district.

Assessments shall be spread over the 110 lots indicated on the Assessment Diagram (Exhibit A).

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 21, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
PRELIMINARILY APPROVING THE FISCAL YEAR 2020-21
ENGINEER'S REPORT FOR THE SEABREEZE LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT; DECLARING ITS
INTENTION TO LEVY AN ASSESSMENT IN FISCAL YEAR 2020-21 IN
THAT DISTRICT; AND CALLING A PUBLIC HEARING FOR MAY 5,
2020**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, preliminarily approving the Fiscal Year 2020-21 Engineer's Report for the Seabreeze Landscape Maintenance Assessment District; declaring its intention to levy an assessment in fiscal year 2020-21 in that district; and calling a public hearing for May 5, 2020.

BACKGROUND:

At the regular meeting of June 4, 1996, the City Council adopted Resolution No. 1996-62, ordering the formation of the Seabreeze Landscape Maintenance Assessment District pursuant to Streets and Highway Code §22594 and the Landscaping and Lighting Act of 1972 to maintain certain improvements required of new development as a condition of the subdivision approvals.

The Landscaping and Lighting Act of 1972 requires an annual update report to be prepared which includes the costs to maintain the improvements of the Districts and what the proposed assessments will be to provide for that maintenance.

The first step in the annual update process is for the City Council to initiate the process by adopting a resolution ordering the City Engineer to prepare and file an Engineer's Report for the District. After initiation of the update process and preparation of the update report, the City Council will be requested to adopt a resolution of intention to set a Public Hearing. Lastly, a Public Hearing will be held at a subsequent City Council meeting where the Assessment District is approved and confirmed, resulting in the adoption of a resolution confirming the levy of assessment pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California.

At the regular meeting of February 4, 2020, the City Council adopted 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 2020-21.

ANALYSIS:

Staff has prepared an Engineer's Report for the maintenance district for FY 2020-21 and filed the report with the City Clerk. Staff is proposing assessment amounts as follows:

	<u>Current FY 2019-20</u>	<u>Proposed 2020-21</u>
Seabreeze (37 parcels)	\$182.42	\$182.42

Staff has been coordinating with various District homeowners to discuss further beautification and improvements to the District. Further wall improvements will occur in Fiscal Year 2020-21. Staff is recommending the continued assessment of \$182.42 in order to obtain the required fund balance for these improvements.

Staff is requesting that the City Council approve setting a public hearing for May 5, 2020 to hear concerns on levying and collection of the proposed assessment on this district. Staff will mail notices to all affected property owners upon City Council approval of the public hearing.

Once the hearing is completed and the levy approved, the City has until August 3rd, 2020 to file a certified copy of the diagram and assessment with the Monterey County Auditor-Controller.

FISCAL IMPACT:

Adequate funding for providing notices for the public hearing has been appropriated in the FY 19/20 budget account for the Seabreeze Landscape Maintenance Assessment District. There is no fiscal impact to preliminarily approving the engineer's report and setting a public hearing.

CONCLUSION:

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

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer
Public Works Department
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 CITY COUNCIL OF THE CITY OF MARINA PRELIMINARILY APPROVING THE FISCAL YEAR 2020-21 ENGINEER'S REPORT FOR THE SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT; DECLARING ITS INTENTION TO LEVY AN ASSESSMENT IN FISCAL YEAR 2020-21 IN THAT DISTRICT; AND CALLING A PUBLIC HEARING FOR MAY 5, 2020

WHEREAS, at the regular meeting of June 4, 1996, the City Council adopted Resolution No. 1996-62, ordering the formation of the Seabreeze Landscape Maintenance Assessment District pursuant to Streets and Highway Code §22594 and the Landscaping and Lighting Act of 1972 to maintain certain improvements required of new development as a condition of the subdivision approvals; and

WHEREAS, the Acting City Engineer, on the direction of the City Council, has filed with the City Clerk a report with respect to the Fiscal Year 2020-21 levy of the assessment in connection with the Assessment District (the "Report"); and

WHEREAS, the Report is on file in the Office of the City Clerk, available for public inspection, and incorporated herein by reference; and

WHEREAS, the Report recommends that the assessment rate remain \$182.42 per parcel; and

WHEREAS, the City Council desires to proceed with the process for levying the Fiscal Year 2020-21 levy of assessments in connection with the Assessment District prior to the August 3rd, 2020 deadline with the Monterey County Auditor-Controller.

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

1. The Report is hereby approved as filed.
2. The Council declares its intention to levy and collect assessments in the Assessment District for Fiscal Year 2020-21 as described in the Report.
3. Reference is made to the Report for a full and detailed description of (i) the improvements to be operated and maintained in connection with the Assessment District; (ii) the boundaries of the Assessment District; and (iii) the proposed assessments upon assessable lots and parcels of land within the Assessment District. The Report describes, among other things, each affected parcel of real property and the amount of the assessments for each such affected parcel for Fiscal Year 2020-21. The Assessment District generally includes all residential parcels in the Seabreeze subdivision. The amount of the assessment and the general nature of the improvements are not proposed to change from the prior year.

4. A public hearing on the levy of assessments in Fiscal Year 2020-21 in connection with each of the Districts is scheduled for Tuesday, May 5, 2020, at 6:30 P.M. or as soon thereafter as the matter may be heard in conformance with Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic. Public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. Information on the broadcasting and Public Participation during this meeting will be posted on the Meeting Agenda.
5. Staff is directed to give notice of the public hearing pursuant to Section 22626(a) of the Act.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 21st day of April 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



**CITY OF MARINA
MONTEREY COUNTY
CALIFORNIA**

**SEABREEZE LANDSCAPE
MAINTENANCE
ASSESSMENT DISTRICT

ENGINEER'S REPORT**

FY 2020-2021

Council Members:

B. DELGADO, MAYOR

**F. O'CONNELL
L. BERKLEY**

**G. MORTON
A. URRUTIA**

**LAYNE LONG
ANITA SHEPHERD-SHARP
ROBERT WELLINGTON
BRIAN MCMINN**

**City Manager
Deputy City Clerk
City Attorney
Public Works Director/City Engineer**

**Prepared By
City of Marina
Public Works Department**

SEABREEZE
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

FY 2020-2021

This report concerns the Seabreeze Landscape Maintenance Assessment District.

This report has been prepared pursuant to Section 22265 through 22574 of the Streets and Highway Code (Landscaping and Landscaping Act 1972).

The Assessment District encompasses the Seabreeze subdivision located on the north side of Beach Road and west of Marina Drive in the City of Marina, County of Monterey, State of California.

The subdivision consists of 37 residential lots, with all underground utilities (water, sewer, gas and electric) street and drainage improvements. The Assessment District has been formed for the purpose of maintaining the proposed landscape areas including the street scape along the Northerly side of Beach Road adjacent to Seabreeze Subdivision, Tract No. 1251 and the buffer along the westerly side of the Southern Pacific Railroad within the rear portion of Lots 18 through 21 of the Seabreeze subdivision. Lot 38 is dedicated to the City for the maintenance of the drainage percolation basin. These improvements were installed and paid for by the developer.

A brief description of the improvements that are to be maintained by the Assessment District are:

All landscaping elements, irrigation systems and services thereto located along the Northerly side of Beach Road, the westerly of Southern Pacific Railroad and the easterly of the percolation pond. Also included is the maintenance, repair and replacement of the sound walls. Landscaping elements consist of ground cover, shrubs, trees, irrigation pipelines, controllers, valves, emitters, sprinklers and appurtenant improvements all as delineated on the plans with the City of Marina and titled Seabreeze Streetscape and Buffer Plans prepared by Isaacson Wood & Associates, Landscape Architecture.

This report includes the following attached exhibits:

EXHIBIT A - An Assessment Diagram and Boundary Map showing all the parcels of the real property within the Assessment District and location of the landscaped areas to be maintained by the Assessment District. The Diagram is keyed to Exhibit C by the separate "Assessment District".

EXHIBIT B - Spreadsheet showing estimated costs for FY 2019-2020, FY 2020-2021 and FY 2021-2022.

EXHIBIT C - An assessment roll showing the amount proposed to be assessed against each parcel of real property within this Assessment District. In addition to the Assessors Parcel Number each parcel has been assigned a separate "Assessment Number" which corresponds to the lot number of each parcel.

Page Two
Engineer's Report
Seabreeze Landscape Maintenance Assessment District

EXHIBIT D - Method of determination of assessment spread.

Respectfully submitted

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

April 2020

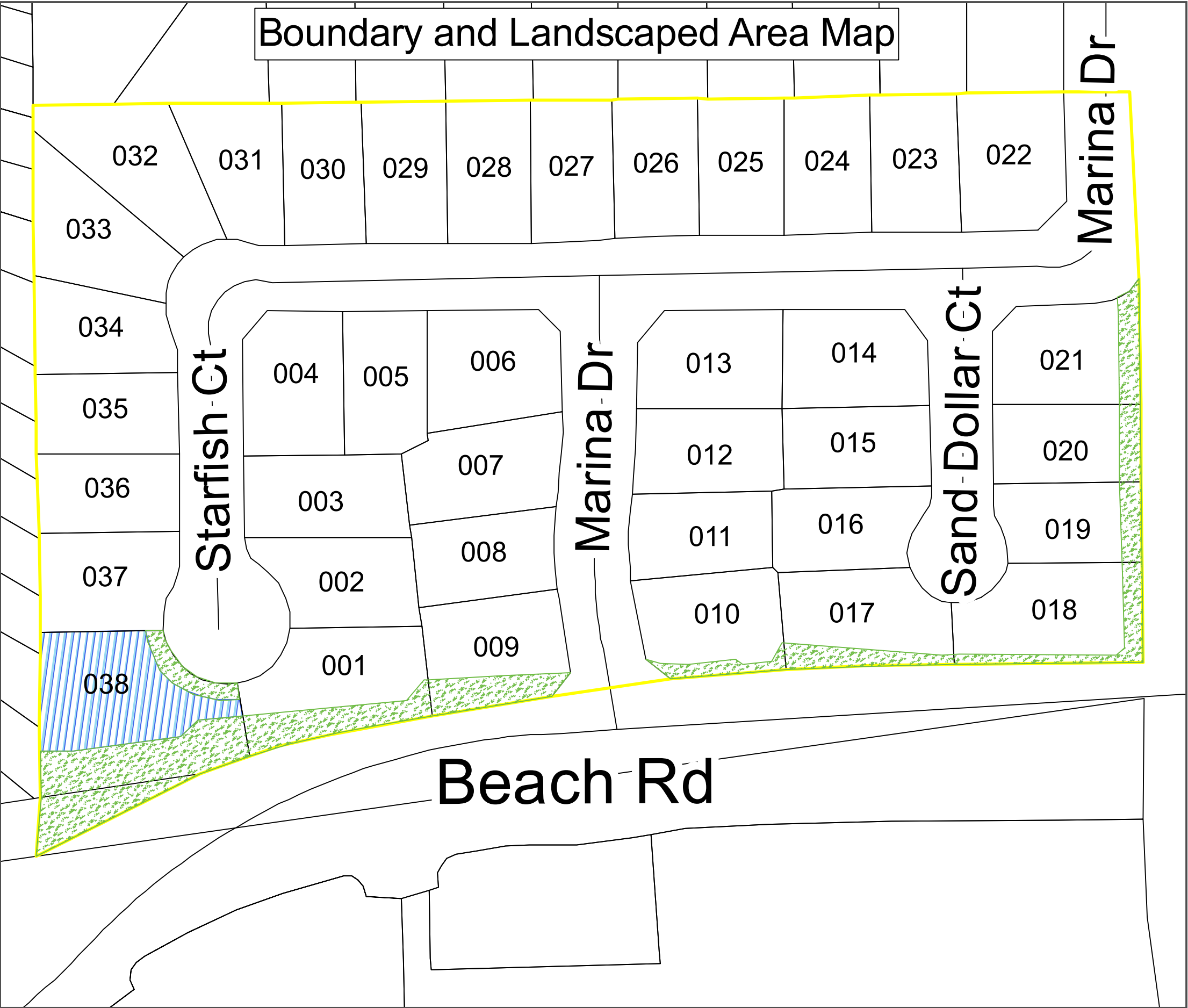
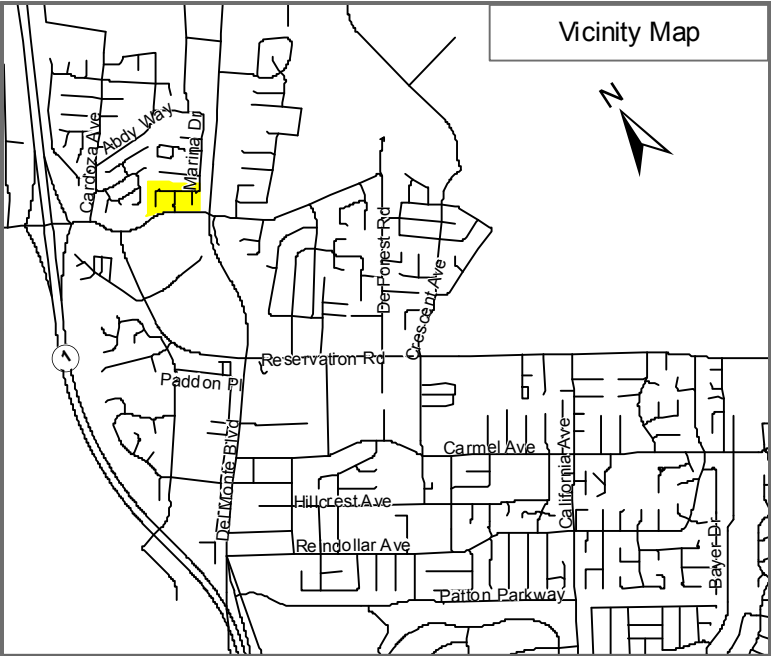


EXHIBIT A

Seabreeze

Landscape Maintenance District



Legend

Seabreeze

- Boundary
- Landscaped Area
20,470 SQ FT
- Parcels
- Percolation Lot
- Roads

Date: April 15th, 2009

Notes: The City of Marina assume no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates/modifications and may not be complete or appropriate for all purposes. The City of Marina and Monterey County GIS should be queried for the most current information. Parcel data is of mapping grade only and does not represent reliable locations or legal boundaries.

Sources: Monterey County GIS, City of Marina CDD
Map Projection: California State Plane Zone IV, NAD 83 (Feet)

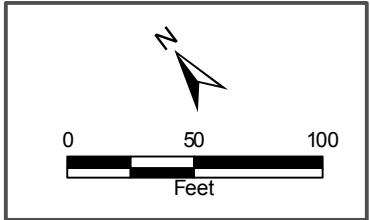


EXHIBIT B
SEABREEZE LANDSCAPE MAINTENANCE DISTRICT

Summary	Estimates FY 2019-2020	Estimates FY 2020-2021	Estimates FY 2021-2022
Beginning Cash Balance, July 1st	\$ 4,611	\$ 2,366	\$ 546
(a) Total Assessment Revenues (37 Parcels)	\$ 6,750	\$ 6,750	\$ 6,750

Expenditures

Contractor Services			
(b) Landscape Maintenance Contract	\$ 2,520	\$ 2,596	\$ 2,673
Utilities	\$ -	\$ -	\$ -
Large Tree Trimming	\$ -	\$ -	\$ -
Extraordinary Maintenance	\$ 2,500	\$ 2,500	
Plant Replacement	\$ -	\$ -	\$ -
Administrative Services			
Administration (Incl. Engineers Report)	\$ 2,000	\$ 1,500	\$ 1,500
Cost Allocation Plan Charges	\$ 1,740	\$ 1,740	\$ 1,740
Legal Advertising	\$ 235	\$ 235	\$ 235
Total Expenditures	\$ 8,995	\$ 8,571	\$ 6,148

(c) Net Change in Fund Balance	\$ (2,245)	\$ (1,821)	\$ 602
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(d) Ending Fund Balance, June 30th	\$ 2,366	\$ 546	\$ 1,147
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(a) Maximum Assessment per Prop 218 is \$182.42 per parcel. The assessment amount for FY20-21 is consistent with FY19-20 at \$182.42 per parcel.

(b) Maintenance Costs are shown as increasing per fiscal year by an estimated Consumer Cost Index (CPI) of 3% as allowed by the Contract Specifications.

(c) Net Change in Fund Balance equals the Total Expenditures subtracted from Total Assessment Revenue for that Fiscal Year.

(d) End Fund Balance equals the Net Change in Fund Balance plus the Beginning Cash Balance of that Fiscal Year.

EXHIBIT C

SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2020-2021

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
1	033-082-001	\$182.42
2	033-082-002	\$182.42
3	033-082-003	\$182.42
4	033-082-004	\$182.42
5	033-082-005	\$182.42
6	033-082-006	\$182.42
7	033-082-007	\$182.42
8	033-082-008	\$182.42
9	033-082-009	\$182.42
10	033-082-010	\$182.42
11	033-082-011	\$182.42
12	033-082-012	\$182.42
13	033-082-013	\$182.42
14	033-082-014	\$182.42
15	033-082-015	\$182.42
16	033-082-016	\$182.42
17	033-082-017	\$182.42

SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2020-2021

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
18	033-082-018	\$182.42
19	033-082-019	\$182.42
20	033-082-020	\$182.42
21	033-082-021	\$182.42
22	033-082-022	\$182.42
23	033-082-023	\$182.42
24	033-082-024	\$182.42
25	033-082-025	\$182.42
26	033-082-026	\$182.42
27	033-082-027	\$182.42
28	033-082-028	\$182.42
29	033-082-029	\$182.42
30	033-082-030	\$182.42
31	033-082-031	\$182.42
32	033-082-032	\$182.42
33	033-082-033	\$182.42
34	033-082-034	\$182.42

SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2020-2021

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
35	033-082-035	\$182.42
36	033-082-036	\$182.42
37	033-082-037	\$182.42

EXHIBIT D

METHOD OF DETERMINATION OF ASSESSMENT SPREAD

The maintenance of the landscaped areas within the Assessment District benefits the Assessment District as a whole. Therefore, the assessment should be equally apportioned over the 37 residential building sites or lots contained within the district as indicated on the Assessment Diagram (Exhibit A).

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 21, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
PRELIMINARILY APPROVING THE FISCAL YEAR 2020-21
ENGINEER'S REPORT FOR THE MONTEREY BAY ESTATES
LIGHTING & LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT;
DECLARING ITS INTENTION TO LEVY AN ASSESSMENT IN FISCAL
YEAR 2020-21 IN THAT DISTRICT; AND CALLING A PUBLIC
HEARING FOR MAY 5, 2020**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, preliminarily approving the Fiscal Year 2020-21 Engineer's Report for the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District; declaring its intention to levy an assessment in fiscal year 2020-21 in that district; and calling a public hearing for May 5, 2020.

BACKGROUND:

At the regular meeting of October 3, 1989, the City Council adopted Resolution No. 1989-62, ordering the formation of the Monterey Bay Estates Lighting and Landscape Maintenance Assessment District pursuant to Streets and Highway Code §22594 and the Landscaping and Lighting Act of 1972 to maintain certain improvements required of new development as a condition of the subdivision approvals.

The Landscaping and Lighting Act of 1972 requires an annual update report to be prepared which includes the costs to maintain the improvements of the Districts and what the proposed assessments will be to provide for that maintenance.

The first step in the annual update process is for the City Council to initiate the process by adopting a resolution ordering the City Engineer to prepare and file an Engineer's Report for the District. After initiation of the update process and preparation of the update report, the City Council will be requested to adopt a resolution of intention to set a Public Hearing. Lastly, a Public Hearing will be held at a subsequent City Council meeting where the Assessment District is approved and confirmed, resulting in the adoption of a resolution confirming the levy of assessment pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California.

At the regular meeting of February 4, 2020, the City Council adopted 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 Fiscal Year 2020-21.

ANALYSIS:

Staff has prepared an Engineer's Report for the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District for FY 2020-21 and filed the report with the City Clerk. Staff is proposing assessment amounts as follows:

	<u>Current FY 2019-20</u>	<u>Proposed FY 2020-21</u>
Monterey Bay Estates (162 parcels)	\$77.14	\$77.14

At the request of the homeowners, staff has been coordinating with a group of representatives to discuss further beautification and improvements to the District. Continued establishing irrigation will continue for the new trees in FY 2020-21. Regular monthly maintenance of the existing District will continue.

Staff is requesting that the City Council approve setting a public hearing for May 5, 2020 to hear concerns on levying and collection of the proposed assessment on this district. Staff will mail notices to all affected property owners upon City Council approval of the public hearing.

Once the hearing is completed and the levy approved, the City has until August 3rd, 2020 to file a certified copy of the diagram and assessment with the Monterey County Auditor-Controller.

FISCAL IMPACT:

Adequate funding for providing notices for the public hearing has been appropriated in the FY 19/20 budget account for the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District. There is no fiscal impact to approving the engineer's report and setting a public hearing.

CONCLUSION:

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

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer
Public Works Department
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 CITY COUNCIL OF THE CITY OF MARINA PRELIMINARILY APPROVING THE FISCAL YEAR 2020-21 ENGINEER'S REPORT FOR THE MONTEREY BAY ESTATES LIGHTING & LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT; DECLARING ITS INTENTION TO LEVY AN ASSESSMENT IN FISCAL YEAR 2020-21 IN THAT DISTRICT; AND CALLING A PUBLIC HEARING FOR MAY 5, 2020

WHEREAS, at the regular meeting of October 3, 1989, the City Council adopted Resolution No. 1989-62, ordering the formation of the Monterey Bay Estates Lighting and Landscape Maintenance Assessment District pursuant to Streets and Highway Code §22594 and the Landscaping and Lighting Act of 1972 to maintain certain improvements required of new development as a condition of the subdivision approvals; and

WHEREAS, the City Engineer, on the direction of the City Council, has filed with the City Clerk a report with respect to the Fiscal Year 2020-21 levy of the assessment in connection with the Assessment District (the "Report"); and

WHEREAS, the Report is on file in the Office of the City Clerk, available for public inspection, and incorporated herein by reference; and

WHEREAS, the Report recommends that the assessment rate increase to \$77.14 per parcel; and

WHEREAS, the City Council desires to proceed with the process for levying the Fiscal Year 2020-21 levy of assessments in connection with the Assessment District prior to the August 3rd, 2020 deadline with the Monterey County Auditor-Controller.

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

1. The Report is hereby approved as filed.
2. The Council declares its intention to levy and collect assessments in the Assessment District for Fiscal Year 2020-21 as described in the Report.
3. Reference is made to the Report for a full and detailed description of (i) the improvements to be operated and maintained in connection with the Assessment District; (ii) the boundaries of the Assessment District; and (iii) the proposed assessments upon assessable lots and parcels of land within the Assessment District. The Report describes, among other things, each affected parcel of real property and the amount of the assessments for each such affected parcel for Fiscal Year 2020-21. The Assessment District generally includes all residential parcels in the Monterey Bay Estates subdivision. The general nature of the improvements is not proposed to change from the prior year.

4. A public hearing on the levy of assessments in Fiscal Year 2020-21 in connection with each of the Districts is scheduled for Tuesday, May 5, 2020, at 6:30 P.M. or as soon thereafter as the matter may be heard in conformance with Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic. Public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. Information on the broadcasting and Public Participation during this meeting will be posted on the Meeting Agenda.
5. Staff is directed to give notice of the public hearing pursuant to Section 22626(a) of the Act.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 21st day of April 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



CITY OF MARINA
MONTEREY COUNTY
CALIFORNIA

MONTEREY BAY ESTATES LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

ENGINEER'S REPORT

FY 2020-2021

Council Members:

B. DELGADO, MAYOR

F. O'CONNELL
L. BERKLEY

G. MORTON
A. URRUTIA

LAYNE LONG
ANITA SHEPHERD-SHARP
ROBERT WELLINGTON
BRIAN MCMINN

City Manager
Deputy City Clerk
City Attorney
Public Works Director/City Engineer

Prepared By
City of Marina
Public Works Department

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

FY 2020-2021

This report concerns the Monterey Bay Estates Lighting and Landscape Maintenance District.

The Assessment District consists of the Monterey Bay Estates Subdivision located in the northeasterly portion of the City of Marina. The subdivision contains 162 lots, a percolation pond parcel, and a park parcel.

The subdivision consists of 162 single family homes complete with underground utilities, water and wastewater facilities, public lighting facilities, street and drainage improvements, and landscaping. The Assessment District has been formed for the purpose of maintaining and servicing both the landscaping areas and public lighting facilities within the subdivision. The landscaping areas to be maintained and serviced are those in the percolation pond parcel and the street rights-of-way of De Forest Road and Quebrada Del Mar adjacent thereto; in and adjacent to the Crescent Avenue right-of-way, installed and paid for by the developer. The public lighting facilities to be maintained and serviced include all the public lighting facilities within the subdivision installed and paid for by the developer.

This report has been prepared pursuant to Sections 22500 through 22679 of the Streets and Highway Code (Landscaping and Lighting Act of 1972).

The improvements to be maintained which are the subject of this report, are briefly described as follows:

Landscaping elements within the percolation pond parcel and the street rights-of-way of De Forest Road and Quebrada Del Mar adjacent thereto, and landscaping elements within and adjacent to the Crescent Avenue right-of-way (See Exhibit A) are considered as the landscaping improvements included in the Assessment District. Landscaping elements consist of hydroseeded areas, groundcover, shrubs, trees, irrigation pipelines, controllers, valves, sprinklers, water and electrical service, and freestanding concrete block walls.

Public Lighting facilities within the street right-of-way of De Forest Road, Costa Del Mar Road, Sirena Del Mar Road, Tallmon Street, Quebrada Del Mar Road, Isla Del Sol Way, Estrella Del Mar Way and Crescent Avenue all within the boundary of the Monterey Bay Estates Subdivision (Tract no. 1102) are considered as the public lighting improvements included in the Assessment District, see Exhibit A. The public lighting facilities consist of electroliers, mast arm, ballast, electrical service, wiring and lamps.

Page Two
Engineer's Report
Monterey Bay Estates Lighting and Landscape Maintenance District

This report includes the following exhibits:

EXHIBIT A - An assessment diagram and boundary map showing all of the parcels of the real property within the Assessment District. The diagram is keyed to Exhibit C by the separate "Assessment Number".

EXHIBIT B - Spreadsheet showing estimated maintenance costs for FY 2019-2020, FY 2020-2021 and FY 2021-2022.

EXHIBIT C - An assessment roll showing the amount proposed to be assessed against each parcel of real property within this Assessment District. In addition to the Assessor's Parcel Number each parcel has been assigned a separate "Assessment Number" which corresponds to that parcel's lot number.

EXHIBIT D- A statement of the method by which the undersigned determined the amount to be assessed against each parcel based on the benefits to be derived by each parcel, respectively, from the improvements.

Respectfully submitted,

April 2020

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

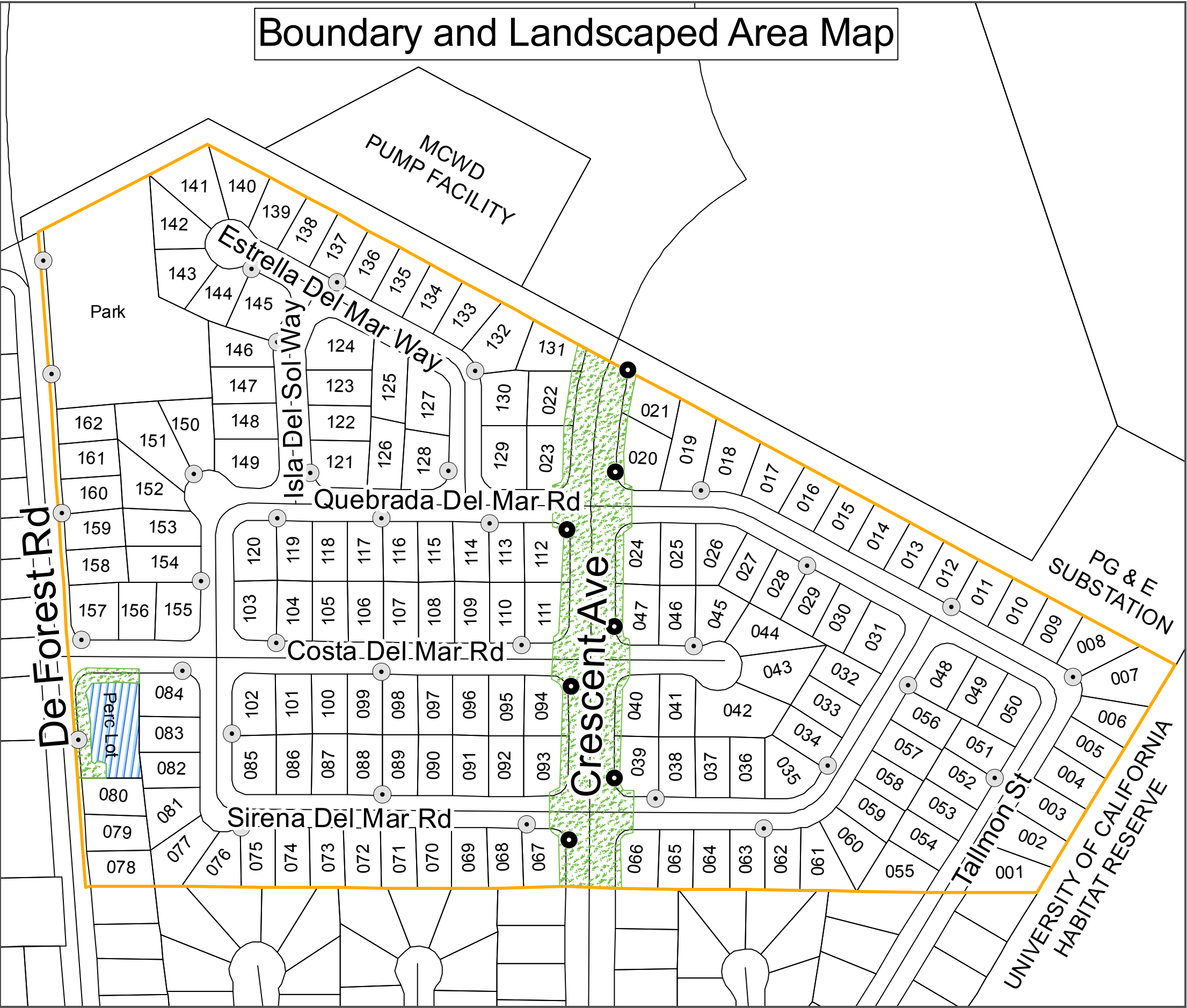
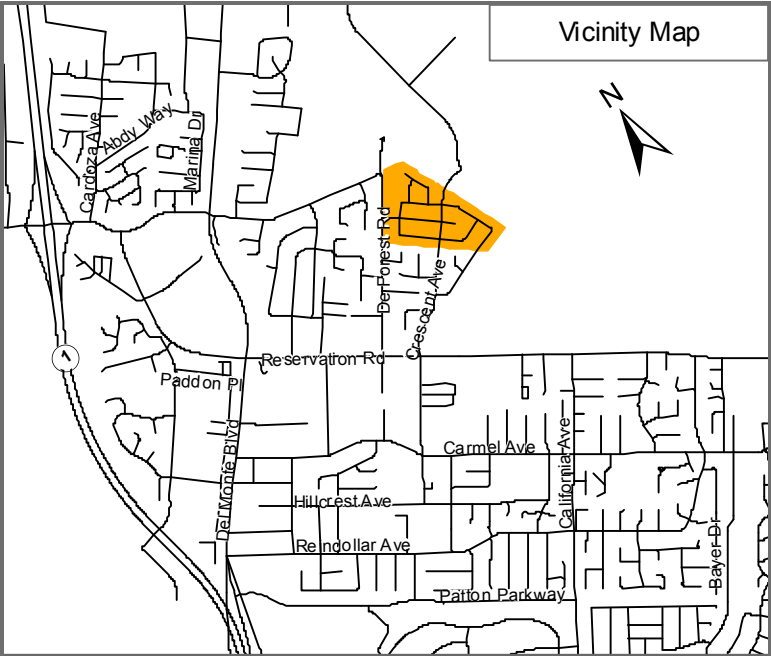


EXHIBIT A
Monterey Bay Estates
Lighting and Landscape
Maintenance District



Legend

Boundary	Parcels
Landscaped Area 2.14 Acres	Percolation Lot
	Roads

Maintained Street Lights

	Total 34 - 100W
	Total 7 - 200W

Date: April 15th, 2009

Notes: The City of Marina assume no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates/modifications and may not be complete or appropriate for all purposes. The City of Marina and Monterey County GIS should be queried for the most current information. Parcel data is of mapping grade only and does not represent reliable locations or legal boundaries.

Sources: Monterey County GIS, City of Marina CDD
Map Projection: California State Plane Zone IV, NAD 83 (Feet)

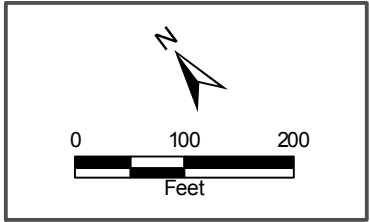


EXHIBIT B

MONTEREY BAY ESTATES LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

Summary	Estimates FY 2019-2020	Estimates FY 2020-2021	Estimates FY 2021-2022
Beginning Cash Balance, July 1 st	\$ 12,402	\$ 12,058	\$ 5,182
(a) Total Assessment Revenues (162 Parcels)	\$ 12,497	\$ 12,497	\$ 12,497

Expenditures

Contractor Services			
(b) Landscape Maintenance Contract	\$ 5,400	\$ 5,562	\$ 5,729
Utilities	\$ 130	\$ 1,500	\$ 1,500
Large Tree Trimming	\$ -	\$ -	\$ -
Extraordinary Maintenance	\$ 2,000		\$ -
Plant/Tree Removal/Replacement	\$ -	\$ 7,000	\$ -
Administrative Services			
Administration (Incl. Engineers Report)	\$ 2,000	\$ 2,000	\$ 2,000
Cost Allocation Plan Charges	\$ 2,871	\$ 2,871	\$ 2,871
Legal Advertising	\$ 440	\$ 440	\$ 440
Total Expenditures	\$ 12,841	\$ 19,373	\$ 12,540

(c) Net Change in Fund Balance	\$ (344)	\$ (6,876)	\$ (43)
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(d) Ending Fund Balance, June 30 th	\$ 12,058	\$ 5,182	\$ 5,139
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(a) Maximum Assessment per Prop 218 is \$77.14 per parcel. The assessment amount for FY20-21 is consistent with FY19-20 at \$77.14 per parcel.

(b) Maintenance Costs are shown as increasing per fiscal year by an estimated Consumer Cost Index (CPI) of 3% as allowed by the Contract Specifications.

(c) Net Change in Fund Balance equals the Total Expenditures subtracted from Total Assessment Revenue for that Fiscal Year.

(d) End Fund Balance equals the Net Change in Fund Balance plus the Beginning Cash Balance of that Fiscal Year.

EXHIBIT C

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2020-2021

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
1	032-541-01	\$77.14
2	032-541-02	\$77.14
3	032-541-03	\$77.14
4	032-541-04	\$77.14
5	032-541-05	\$77.14
6	032-541-06	\$77.14
7	032-541-07	\$77.14
8	032-541-08	\$77.14
9	032-541-09	\$77.14
10	032-541-10	\$77.14
11	032-541-11	\$77.14
12	032-541-12	\$77.14
13	032-541-13	\$77.14
14	032-541-14	\$77.14
15	032-541-15	\$77.14
16	032-541-16	\$77.14
17	032-541-17	\$77.14
18	032-541-18	\$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2020-2021

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
19	032-541-19	\$77.14
20	032-541-20	\$77.14
21	032-541-21	\$77.14
22	032-555-38	\$77.14
23	032-555-02	\$77.14
24	032-542-01	\$77.14
25	032-542-02	\$77.14
26	032-542-03	\$77.14
27	032-542-04	\$77.14
28	032-542-05	\$77.14
29	032-542-06	\$77.14
30	032-542-07	\$77.14
31	032-542-08	\$77.14
32	032-542-09	\$77.14
33	032-542-10	\$77.14
34	032-542-11	\$77.14
35	032-542-12	\$77.14
36	032-542-13	\$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2020-2021

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
37	032-542-14	\$77.14
38	032-542-15	\$77.14
39	032-542-16	\$77.14
40	032-542-17	\$77.14
41	032-542-18	\$77.14
42	032-542-25	\$77.14
43	032-542-26	\$77.14
44	032-542-21	\$77.14
45	032-542-22	\$77.14
46	032-542-23	\$77.14
47	032-542-24	\$77.14
48	032-543-01	\$77.14
49	032-543-02	\$77.14
50	032-543-03	\$77.14
51	032-543-04	\$77.14
52	032-543-05	\$77.14
53	032-543-06	\$77.14
54	032-543-07	\$77.14
55	032-543-08	\$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2020-2021

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
56	032-543-09	\$77.14
57	032-543-10	\$77.14
58	032-543-11	\$77.14
59	032-543-12	\$77.14
60	032-543-13	\$77.14
61	032-543-14	\$77.14
62	032-543-15	\$77.14
63	032-543-16	\$77.14
64	032-543-17	\$77.14
65	032-543-18	\$77.14
66	032-543-19	\$77.14
67	032-551-01	\$77.14
68	032-551-02	\$77.14
69	032-551-03	\$77.14
70	032-551-04	\$77.14
71	032-551-05	\$77.14
72	032-551-06	\$77.14
73	032-551-07	\$77.14
74	032-551-08	\$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2020-2021

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
75	032-551-09	\$77.14
76	032-551-10	\$77.14
77	032-551-11	\$77.14
78	032-551-12	\$77.14
79	032-551-13	\$77.14
80	032-551-14	\$77.14
81	032-551-15	\$77.14
82	032-551-16	\$77.14
83	032-551-17	\$77.14
84	032-551-18	\$77.14
85	032-552-01	\$77.14
86	032-552-02	\$77.14
87	032-552-03	\$77.14
88	032-552-04	\$77.14
89	032-552-05	\$77.14
90	032-552-06	\$77.14
91	032-552-07	\$77.14
92	032-552-08	\$77.14
93	032-552-09	\$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2020-2021

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
94	032-552-10	\$77.14
95	032-552-11	\$77.14
96	032-552-12	\$77.14
97	032-552-13	\$77.14
98	032-552-14	\$77.14
99	032-552-15	\$77.14
100	032-552-16	\$77.14
101	032-552-17	\$77.14
102	032-552-18	\$77.14
103	032-553-01	\$77.14
104	032-553-02	\$77.14
105	032-553-03	\$77.14
106	032-553-04	\$77.14
107	032-553-05	\$77.14
108	032-553-06	\$77.14
109	032-553-07	\$77.14
110	032-553-08	\$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2020-2021

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
111	032-553-09	\$77.14
112	032-553-10	\$77.14
113	032-553-11	\$77.14
114	032-553-12	\$77.14
115	032-553-13	\$77.14
116	032-553-14	\$77.14
117	032-553-15	\$77.14
118	032-553-16	\$77.14
119	032-553-17	\$77.14
120	032-553-18	\$77.14
121	032-554-01	\$77.14
122	032-554-02	\$77.14
123	032-554-03	\$77.14
124	032-554-04	\$77.14
125	032-554-05	\$77.14
126	032-554-06	\$77.14
127	032-554-07	\$77.14
128	032-554-08	\$77.14
129	032-555-03	\$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2020-2021

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
130	032-555-39	\$77.14
131	032-555-05	\$77.14
132	032-555-06	\$77.14
133	032-555-07	\$77.14
134	032-555-08	\$77.14
135	032-555-09	\$77.14
136	032-555-10	\$77.14
137	032-555-11	\$77.14
138	032-555-12	\$77.14
139	032-555-13	\$77.14
140	032-555-14	\$77.14
141	032-555-15	\$77.14
142	032-555-16	\$77.14
143	032-555-17	\$77.14
144	032-555-18	\$77.14
145	032-555-19	\$77.14
146	032-555-20	\$77.14
147	032-555-21	\$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2020-2021

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
148	032-555-22	\$77.14
149	032-555-23	\$77.14
150	032-555-24	\$77.14
151	032-555-25	\$77.14
152	032-555-26	\$77.14
153	032-555-27	\$77.14
154	032-555-28	\$77.14
155	032-555-29	\$77.14
156	032-555-30	\$77.14
157	032-555-31	\$77.14
158	032-555-32	\$77.14
159	032-555-33	\$77.14
160	032-555-34	\$77.14
161	032-555-35	\$77.14
162	032-555-36	\$77.14

EXHIBIT D

METHOD OF DETERMINATION OF ASSESSMENT SPREAD

The maintenance of the landscaping surrounding percolation pond and Crescent Avenue landscaping together with maintenance and service of the public lighting facilities benefits the Assessment District as a whole. The tentative subdivision map approval was conditioned on the formation of this Maintenance District. Since the creation of the lots was so conditioned, each lot equally benefits from the District. Therefore, the assessment spread is based on the number of building sites or lots contained within the district as indicated on the Assessment Diagram (Exhibit A).

Staff report to be available prior to Council meeting

City Council consider adopting Resolution No. 2020-, approving submittal of comment letter for Monterey One Supplemental EIR Certification.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 21, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
AWARDING THE CONTRACT FOR AUDITING SERVICES AND
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH
CHAVAN AND ASSOCIATES, LLP**

RECOMMENDATION

It is recommended that the City Council:

1. Consider adopting Resolution No. 2020-, awarding the contract for auditing services to Certified Public Accountants (CPA) Chavan and Associates, LLP (C&A) for fiscal years ending June 30, 2020, 2021 and 2022, with two option years, and;
2. Authorize the Finance Director to make necessary accounting and budgetary entries, and;
3. Authorize the City Manager to execute the contract on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND

State law requires cities to have annual audits. Since 2013/14, cities must also rotate their managing principal every 6 years. The same firm may do the audit if the managing partner changes.

Further, the independent audit provides an annual review of all City funds and financial transactions in accordance with generally accepted auditing standards, as established by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA); Government Auditing Standards (GAS) established by the Comptroller General of the United States; the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996; and the U.S. Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and non-profit organizations). Also, to review compliance with requirements in regard to auditing standards as required by the Statement of Auditing Standards (SAS) 115, and appropriation limits of Proposition 111 (Gann Limit). Following the audit, the independent auditor issues an “opinion letter” and other reports to the City’s management, addressing the fair presentation of financial position of the financial statements, matters involving internal controls over financial reporting, and compliance with applicable laws, regulations, contracts, and grants.

Independent auditors perform a review of internal controls of all significant accounting procedures, report their observations concerning any significant deficiencies, and make recommendations to correct the identified weaknesses in a “management letter” issued to the City Council.

In order to ensure independence of the audit process, the Government Finance Officers Association (GFOA) recommends that organizations evaluate auditors periodically. We have engaged with our current auditors Mann, Urrutia, Nelson CPAs and Associates (MUN) since fiscal year ended 2011.

ANALYSIS

The process to award a new contract for audit services was initiated in February 2020. Fifteen potential certified public accountant firms were contacted directly regarding submitting proposals to audit the City’s financial statements, including the current auditors. The firms were provided a hard copy of the Request for Proposal (RFP), and were informed that an electronic copy of the RFP was posted on the City’s website and published in the Monterey Herald on February 18, 2020. Most likely due to covid-9, no firms attended an **optional** pre-submittal meeting to answer any questions from prospective proposers regarding the City’s RFP, but two firms did email questions to the Finance Director. The original 15 firms were contacted again via email to provide them with the option to submit electronically via email due to covid-19 concerns surrounding paper transmission. Subsequently, eight firms submitted proposals.

The audit services proposals were evaluated by an Audit Services Proposal Review Committee (Review Committee) comprised of the Finance Director and Accounting Services Manager. The evaluation criteria used were divided into four categories, as described in the RFP, in order to gauge the ability of the consultant to perform the contract as specified. The same general criteria were used to judge both the proposal and presentation of those short-listed firms.

The Review Committee members independently evaluated each of the eight proposals. The members then convened, compared their analyses, and ranked the firms based on the various mandatory elements. The top four firms, which included the current auditors, were then invited for an oral interview through video conferencing, where they were each given twenty minutes for a presentation and then asked the same eight questions by the Review Committee. Those four firms were further evaluated based on the oral interview and proposed fees, then the final composite rankings were determined.

After the oral interview, the consensus was that Chavan and Associates, LLP (C&A) continued to score above the rest. The Accounting Services Manager checked references for this firm with four similar clients, three returned responses. The City of Carmel responded with, “absolutely completely satisfied,” and “really had the expertise and understanding of smaller cities and smaller finance teams.” Del Rey Oaks added, “priced excellent for service” when asked if they were satisfied with the level of service they received. Pacific Grove replied, “we worked with Sheldon Chavan. He was very accommodating with schedule changes; and maintained deadlines” when they were asked how well C&A managed the relationship with the organization.

C&A is a limited liability partnership based out of San Jose and was started in 2009 with nine clients and have grown to 96 clients currently. They “have a small firm mentality with a larger firm’s standards for quality control”. Staffing for the City’s audit will include one Engagement Partner (Sheldon Chavan), one Associate Partner, one Manager, one Senior Auditor, one Professional Staff and one Administrative Staff. C&A and all key professionals are properly licensed to practice as certified public accountants in the State of California and do not have any record of substandard work or unsatisfactory performance pending with the State Board of Accountancy. C&A also has twelve professional, full-time staff in addition to three partners, IT manager and one administrative person that will be available to assist as needed throughout the engagement.

The City of Marina’s Finance Department wishes to submit the city’s Comprehensive Annual Financial Report (CAFR) for the GFOA Certificate of Achievement for Excellence in Financial Reporting award. C&A will be well qualified to assist us through that as Sheldon Chavan has been a member of the GFOA Special Review Committee, with responsibility for reviewing CAFR’s for award. Jeffrey A. Ira will be responsible for concurrent review of the City’s audit, which is a quality control measure designed to ensure the audit is completed effectively and in compliance with governmental auditing standards, compliance requirements and uniform guidance requirements. Mr. Ira served as a Councilmember and the Mayor for Redwood City, as well as on various local governing boards and committees, which brings firsthand expertise and knowledge regarding the City’s financial and management needs.

C&A showed strong implementation of technical skills and ability to utilize and audit our information systems, Tyler New World ERP, in order to help make sampling effective and efficient. C&A will also introduce us to the online engagement portal that will help streamline agreed upon adjustments, which helps create more opportunity for review of information systems, internal controls and management recommendations, as opposed to sending spreadsheets back and forth for reconciliation. Up to twice a year, C&A offers clients professional training on GASB updates, and also access to the accounting research databases that they use to stay informed on the latest pronouncements. C&A has also ensured us that they have the ability to start the audit process even in the midst of any shelter-in-place orders and during the covid-19 pandemic. Additionally, the independent auditors will remain available throughout the term of the contract to provide financial advice and counsel on matters that would affect the City’s financial statements, not just during the audit phases.

C&A is recommended by the Review Committee because of the engagement partner's expertise in the governmental accounting field, the strength of their proposed audit team, positive reference responses and annual professional client training and access to the accounting research model database included in the contract price. In addition, their proposal offered a detailed plan for the audit engagement phases, which included expectations from the City's staff in order to bring accountability to our part of the process and ensure auditor independence.

FISCAL IMPACT

The table below lists the audit costs quoted by the C&A and our current auditors MUN. The costs listed are for the three years starting FY 2020-21 with two optional years. For purposes of comparison the costs shown below include single audit costs and the optional State Controller's Financial Transactions Report.

FIRM	FY20/21	FY21/22 (Abrams and Preston audit year)	FY22/23	Optional FY23/24 (Abrams and Preston audit year)	Optional FY24/25
MUN (a)	\$48,450	\$68,450	\$50,450	\$69,450	\$50,450
C&A (b)	\$41,500	\$52,500	\$41,500	\$52,500	\$41,500
Difference (b-a)	<u>(\$6,950)</u>	<u>(\$15,950)</u>	<u>(\$8,950)</u>	<u>(\$16,950)</u>	<u>(\$8,950)</u>

It was evident during the oral interviews that the bi-annual audit for Abrams and Preston Park, were best augmented with an additional review in the in-between years in order to minimize chances of fraud and increase oversight of the city's assets. This added cost for review is reflected in the C&A quote only, and even with the added cost for the additional Abrams and Preston Park review, the contract with C&A would create cost savings over MUN.

CONCLUSION:

Following a competitive selection process, staff is recommending that the City Council award a contract for audit services to Chavan and Associates, LLP (C&A) for fiscal years ending June 30, 2020, 2021 and 2022, with two option years.

Respectfully submitted,

Marisol Gómez
Accounting Services Manager
City of Marina

REVIEWED/CONCUR:

Eric Frost
Finance Director
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO 2020 –

A RESOLUTION OF THE MARINA CITY COUNCIL AWARDING THE CONTRACT FOR
AUDITING SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT WITH CHAVAN AND ASSOCIATES, LLP

WHEREAS, in February 2020, CITY requested proposals for the audit services, and;

WHEREAS, pursuant to such request, Chavan & Associates, LLP submitted a proposal, and;

WHEREAS, The Audit Services Review Committee has reviewed and recommended C&A to the Mayor and City Council;

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

1. Adopt Resolution No. 2020- , Approving the contract for auditing services to Chavan and Associate, LLP for three years with two (2) one-year options for the City to extend the contract, and;
2. Authorize the Finance Director to make necessary accounting and budgetary entries, and;
3. Authorize the City Manager to execute the contract 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 21st day of April 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Shepard, Deputy City Clerk



April 16, 2020

City of Marina
211 Hillcrest Ave.
Marina, CA 93933

We are pleased to confirm our understanding of the services we are to provide for the City of Marina (the “City”) for the fiscal years ending June 30, 2020, 2021 and 2022, with options for 2023 and 2024. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City and the related notes to the financial statements, which collectively comprise the City’s basic financial statements. In addition, we will audit the City’s compliance over major federal award programs, and perform the services as noted in **Exhibit A**, as applicable each fiscal year. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City’s major federal award programs. Please refer to our separate engagement letters for the agreed-upon procedures engagements and separate audits of Preston Park and Abrams Park, as these engagements follow different standards that require certain information to be communicated that is not found in this letter. We are pleased to confirm our acceptance of this engagement by means of this letter.

Accounting principles generally accepted in the United States of America, (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that the items noted below be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP and will be subjected to certain limited procedures but will not be audited:

1. Management’s discussion and analysis.
2. Major fund budget to actual schedules.
3. Pension schedules.
4. Other postemployment benefit schedules.

Supplementary Information Other than RSI

Supplementary information other than RSI will accompany the City’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including



comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS.

We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Nonmajor governmental fund combining balance sheets and schedules of revenues, expenditures and changes in fund balances.
2. Nonmajor budgetary comparison schedules, as applicable.
3. Fiduciary fund statements.
4. General fund combining schedules, as applicable.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. CAFR introductory section
2. Statistical tables

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.



The Data Collection Form (DCF) is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk. Please note, for the fiscal year ended June 30, 2020, the due date for the single audit reporting package and the DCF has been extended by a minimum of six months due to the COVID-19 Pandemic.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America (GAGAS), and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing



concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period(s) covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be made in accordance with the requirements of the Single Audit Act, as amended; and the provisions of U.S. Office of Management and Budget's Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the Uniform Guidance *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or



detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal awards expended during the period including federal awards and funding increments received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the City complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs and implementing systems designed to achieve compliance with applicable laws, regulations, grants, and contracts applicable to activities and its federal award programs;
8. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
9. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
10. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
11. For submitting the reporting package and data collection form to the appropriate parties;
12. For making the auditor aware of any significant vendor / contractor relationships where the vendor / contractor is responsible for program compliance;



13. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
14. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the City's auditor;
15. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets; and
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials;
20. For the accuracy and completeness of all information provided; and
21. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information and schedule of expenditures of federal awards (SEFA) referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information and SEFA in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding the supplementary information and SEFA, (c) to include our report on the supplementary information and the SEFA in any document that contains the supplementary information and that indicates that we have reported on such supplementary information and the SEFA, and (d) to present the supplementary information and the SEFA with the audited financial statements, or if the supplementary information and the SEFA will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information and the SEFA no later than the date of issuance by you of the supplementary information and the SEFA and our reports thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit. We understand that your employees will



prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Audit Administration and Fees

Our all-inclusive maximum fee for these services will be as follows (see **Exhibit A**):

Fiscal year ending June 30, 2020	\$41,500
Fiscal year ending June 30, 2021	\$52,500
Fiscal year ending June 30, 2022	\$41,500
Fiscal year ending June 30, 2023 (Optional)	\$52,500
Fiscal year ending June 30, 2024 (Optional)	\$41,500

Our fees include out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.).

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit as follows:

Engagement Partner	\$200 per hour
Associate Partner	\$200 per hour
Manager	\$100 per hour
Senior Auditor	\$90 per hour
Staff Auditor	\$75 per hour
Administrative	\$50 per hour

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report.

You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If cooperation is not provided as anticipated and at a level that hinders the progress of the services to be provided, we retain the right to terminate the contract for cause with thirty (30) days' notice. During that time, the City will have the opportunity to provide the cooperation required to complete the audit and C&A may rescind the cancellation.



If the services to be performed by C&A are not performed in an acceptable manner to the City, the City may cancel this contract for cause by providing notice to C&A, giving at least thirty (30) days' notice of the proposed cancellation and the reasons for same. During that time period, C&A may seek to bring the performance of services to a level that is acceptable to the City, and the City may rescind the cancellation if such action is in City's best interest. Notwithstanding the above provisions, the City may, upon the expiration of thirty (30) days written notice to C&A, terminate the agreement at will. Payment for services or goods received prior to termination shall be made by the City provided those goods or services were provided in a manner acceptable to the City. Payment for those goods and services shall not be unreasonably withheld.

Sheldon Chavan, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Chavan & Associates LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Other Matters

The audit documentation for this engagement is the property of Chavan & Associates LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Chavan & Associates LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

We will be available during the year to consult with you on financial management and accounting matters of a routine nature. You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

With respect to any nonattest services we perform, the City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Nonattest services include the preparation of the audited financial statements, note disclosures, supplemental information (as noted above), recommended conversion entries, the state controller's annual reports, the schedule of expenditures of federal awards, the data collection form, and statistical schedules that are derived from the audited financial statements. These items



will be prepared from information prepared and provided by the City during our audit, such as the City's trial balance.

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management in performing its responsibilities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards, including GAAS, GAGAS, and Uniform Guidance as previously noted.
- This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the City with regard the nonattest services provided, but the City must make all decisions with regard to those matters.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

At the conclusion of our audit engagement, we will communicate to management and the Council the following significant items from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.



CHAVAN & ASSOCIATES, LLP
CERTIFIED PUBLIC ACCOUNTANTS

If the foregoing is in accordance with your understanding, please indicate your agreement by signing this letter and emailing it to us at info@cnallp.com. If you have any questions, please let us know.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

Sheldon Chavan, CPA, Managing Partner
Chavan & Associates, LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Marina.

Signature:

Title:

Date:



Exhibit A

Audit Services	Hours	2020	2021	2022	Optional	
					2023	2024
City Audit, Reports and Man. Letters	283	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500
GANN Limit Report	5	500	500	500	500	500
Single Audit	32	4,000	4,000	4,000	4,000	4,000
Marina Club Casino AUP	16	2,000	2,000	2,000	2,000	2,000
TAMC Measure X Audit	32	4,000	4,000	4,000	4,000	4,000
GASB Consultation (Including Conversions)	N/A	Included	Included	Included	Included	Included
Web-ready PDF of CAFR	N/A	Included	Included	Included	Included	Included
Meals, Lodging and Transportation	N/A	Included	Included	Included	Included	Included
Prepare Audit Year-End Adjusting Entries	N/A	Included	Included	Included	Included	Included
Presentations, Updates and Meetings	N/A	Included	Included	Included	Included	Included
Electronic Delivery and Storage	N/A	Included	Included	Included	Included	Included
Base Audit Fee	368	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Preston Park Audit	60	-	7,500	-	7,500	-
Abrams Park Audit	60	-	7,500	-	7,500	-
Preston Park Agreed Upon Procedures	16	2,000	-	2,000	-	2,000
Abrams Park Agreed Upon Procedures	16	2,000	-	2,000	-	2,000
Optional Services:						
SCO AFTR	16	2,500	2,500	2,500	2,500	2,500
Total All-Inclusive Maximum Price	536	\$ 41,500	\$ 52,500	\$ 41,500	\$ 52,500	\$ 41,500

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 21, 2020

**CITY COUNCIL TO CONSIDER RECEIVING INVESTMENT REPORTS
FOR THE CITY OF MARINA AND CITY OF MARINA AS SUCCESSOR
AGENCY TO THE MARINA REDEVELOPMENT AGENCY FOR THE
QUARTER ENDED MARCH 2020**

REQUEST:

It is requested that the City Council:

1. Consider receiving Investment Reports for the City of Marina and City of Marina as Successor Agency to the Marina Redevelopment Agency for the quarter ended March 31, 2020.

BACKGROUND:

Cash Management. This last quarter the City has continued to place all idle cash into LAIF. The changes to the City's investment portfolio for last quarter are shown in Table I, Cash and Investments as of March 31, 2020. The table shows a \$7.7 million increase in LAIF balances.

Table I
Cash and Investments as of March 30, 2020

Summary of Cash and Investments							
Amounts in Millions							
Quarter Ending Mar 2020							
	Dec			Mar			Change
	Yield	Amount		Yield	Amount		Yield Amount
LAIF	2.04%	14.4		1.79%	22.1		-0.25% 7.7
US Treas.	2.47%	20.5		2.47%	20.5		0.00% -
Bank	0.00%	6.5		0.00%	0.7		0.00% (5.8)
All Others	Variable	1.3		Variable	1.7		Variable 0.4
	Subtotal	42.7		Subtotal	45.0		
<u>Successor</u>							
LAIF	2.04%	3.2		1.79%	3.9		-0.25% 0.7
Bank	0.00%	-		0.00%	-		0.00% -
All Others	Variable	-		Variable	-		Variable -
	Subtotal	3.2		Subtotal	3.9		
Total Cash Assets		45.9		48.9			

Interest Rate Markets. This last quarter has been nothing less than breathtaking. The Federal Reserve has TWO unscheduled rate cuts. Inter-bank lending rates to zero as the world reels from the effects of COVID-19 event. The results are shown a little bit on the City's investment report, LAIF interest rates declined by 25 basis points, 100 basis points equaling 1 percent. In contrast, the 2-year treasury yield is included on the shorter end of the yield curve and is important when looking at the overall US economy. Historically, the 2-year treasury yield went as low as 0.16% in the low rate environment after the Great Recession. 2 Year Treasury Rate is at 0.23%, compared to 0.27% the previous market day and 2.31% last year. This is lower than the long-term average of 3.32%.

Portfolio Strategy. Staff's goal is to either match or out-yield LAIF. Fortunately, the City purchased a number of treasury notes last year which are yielding an average of 2.47%. This is much better than the current market. As these securities mature, however, they will be placed in the City's LAIF account at a much lower interest rate but better than any other alternative for the City. Finance expects interest rates will remain low for an extended period of time.

ANALYSIS:

The attached investment reports include the City of Marina's and the City of Marina as Successor Agency to the Marina Redevelopment Agency's reports ("EXHIBIT A"). These include unreconciled balances of City and Successor Agency investments held by financial institutions as reported on their monthly statements.

FISCAL IMPACT:

Investing the City's cash in a safe manner can yield significant interest earnings for the City.

CONCLUSION:

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

Lily Suarez
Account Technician
City of Marina

Eric Frost
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

Exhibit A

To: Honorable Mayor and City Council Members										
From: Lily Suarez, Accounting Technician										
RE: Investment Report Month Ended March 31, 2020										
INVESTMENT SUMMARY:										

To: Marina City Council as Successor Agency to the Former Marina Redevelopment Agency										
From: Lily Suarez, Accounting Technician										
RE: Investment Report										
Month Ended March 31, 2020										
INVESTMENT SUMMARY:										
								Valuation	Amount	
Checking Account*								Market	\$ 42,359	
Local Agency Investment Fund								Market	\$ 3,856,932	
									<u>\$ 3,899,291</u>	
Cash not earning interest								\$	42,359	
Non earning cash as a percentage of total cash									1%	
I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the Successor Agency's anticipated expenditure requirements for the next six (6) months. (California Government Code Section 53646)										
										
Eric Frost, Interim Finance Director										
										
Lily Suarez, Accounting Technician										
CITY OF MARINA AS SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY										
INVESTMENT AND EARNINGS REPORT										
MONTH ENDED MARCH 31, 2020										
INSTITUTION										
			Date	Maturity	Coupon	Rate (%)	Face	Book Value	Market Value	Gain/(Loss)
Local Agency Investment Fund (LAIF)	65-27-003	N/A	N/A	NA	1.79%	3,856,932.10	3,856,932.10	3,856,932.10	0.00	
Chase										
Checking	273582921	N/A	Sweep	NA	0.00%	42,358.71	42,358.71	42,358.71	0	
TOTAL						3,899,290.81	3,899,290.81	3,899,290.81	0.00	
* The Checking and LAIF accounts contain idle funds of the City of Marina and the City of Marina as Successor Agency to the Marina Redevelopment Agency. The checking account is allocated to each entity on the basis of the accounting transactions recorded for the pooled checking account. LAIF accounts are registered and accounted for in the separate names of each entity. Revolving Loan, Money Market & Trustee accounts contain City resources, only.										

April 9, 2020

Item No: **8g(1) - 11a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 7, 2020
April 21, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH HDL COMPANIES NOT TO EXCEED \$50,000 TO PROVIDE
CANNABIS PROGRAM APPLICATION REVIEW, TAX AUDITS,
COMPLIANCE INSPECTIONS, BACKGROUND CHECKS, AND
SUBJECT MATTER EXPERTISE AND TECHNICAL SUPPORT**

REQUEST:

It is requested that City Council consider:

1. Adopting Resolution No. 2020-, authorizing the City Manager to execute a contract with HdL Companies not to exceed \$50,000 to provide cannabis program application review, tax audits, compliance inspections, background checks, and subject matter expertise and technical support, subject to final review and approval by the City Attorney.
2. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

On November 6, 2018, the citizens of the City of Marina passed an Ordinance allowing Cannabis Business Activity and Establishing Taxes and Fees for such Businesses within the City of Marina. The voter initiative established Chapter 19 of the City of Marina Municipal Code (MMC), titled the City of Marina Commercial Cannabis Activities ordinance, and made amendments to MMC Chapter 5 Business Taxes, Licenses and Registrations and Chapter 17 Zoning. Per the voter initiative, the ordinance took effect on April 1, 2019.

On February 5, 2019, the City Council approved an Agreement with Hinderliter, De Llamas & Associates, Inc. (dba HdL) to provide cannabis program subject matter expertise, to develop and manage the process to select review cannabis business applications, to provide inspection compliance services and to conduct a cost recovery study for the creation of application fees. This agreement expired on February 5, 2020.

Under the prior agreement, HdL: developed the rules and procedures for the cannabis business application process; conducted a cost recovery study; performed background checks for all business applicants; reviewed and scored business plans and security plans; issued incomplete letters; provided final scores; reviewed combined applications and scored accordingly; and advised staff throughout the process based on their expertise and experience. The cost of these services under the contract was \$48,500.

The cost recovery study is provided as “**EXHIBIT A**”. Note that per the voter approved ordinance, the fees set by the study were capped at \$8,000 for Cannabis Business Applications and \$7,000 for Cannabis Conditional Use Permits. The City received a total of 12 Dispensary Cannabis Business applications and 3 Non-Dispensary Cannabis. Combined with the Cannabis Conditional Use Permit fees, background check fees and zoning verification fees, the total revenue collected for the Cannabis Business program to date is \$169,662. The breakdown of the revenue collected is as follows:

Fee	Amount
Cannabis Dispensary Business Applications	\$96,000
Cannabis Non-Dispensary Business Applications	\$24,000
Live Scans	\$8,062
Zoning Verification Letters	\$3,600
Cannabis Conditional Use Permit	\$35,000
Cannabis Administrative Use Permit	\$3,000
Total	\$169,662

ANALYSIS:

The City opened a cannabis business application submittal period between April 8th and June 7th of 2019. During that period twelve retail cannabis applications and two non-retail cannabis applications were submitted. Applications received during this period were first reviewed by HdL for compliance with the City's Cannabis Business Activity Ordinance. Scores were issued for the first review and second (final) review. Applicants were then allowed to combine their application with other applicant's application to maximize points through supplementing strengths and weaknesses of each other. The final scores following this Amend and Combine Period were then issued, and applicants were notified that they could now apply to the Planning Division for their Cannabis Conditional Use Permit.

A total of four applications were submitted for the Cannabis Conditional Use Permit. These applications will be heard by the Planning Commission soon. The Planning Commission will make a recommendation to the City Council regarding the awarding of the Cannabis CUPs. The City Council is not the final step in the cannabis business permitting processes though. The next steps will be for building permits to be obtained and inspection services performed for both building permits and compliance with CA law on cannabis businesses. Once open for business, an annual compliance inspection will need to be performed and an annual audit of tax receipts will need to be completed. For these reasons, ongoing assistance and staff augmentation from HdL is requested.

The attached (“**EXHIBIT B**”) contract and proposal from HdL details the scope of cannabis program services HdL will provide to the City of Marina to assist in continuing to review new submitted cannabis business applications, background checks, inspection services of licensed cannabis businesses, cannabis tax auditing, and ongoing subject matter expertise to assist in day to day operations. Under the scope of work, if requested by the City, HdL will also provide a review of the existing ordinance and make recommendations for cleanup text changes that can be proposed for a new ballot initiative.

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

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

HdL's proposal is based on time, materials and travel expenses associated with the execution of these type services. The contract is for a not to exceed amount of \$50,000. The City is only billed for services rendered listed in the Cost section of the proposal contained in proposal included in **"EXHIBIT B"**. Soon, staff will be returning with an updated fee cost recovery study that includes inspections and audits to ensure the HdL costs and staff time continue to be fully captured.

As noted in page 7 of the HdL proposal, all fees are 100% cost recoverable through the cannabis application and license process, except worked performed under Objective 6. Objective 6 encompasses the provision of HdL technical expertise relating to program implementation (not related to a specific application) and potential ordinance recommended revisions.

FISCAL IMPACT:

To date the City has collected a total of \$169,662 in the Cannabis Program with expenses totaling \$48,500 for the now expired HdL contract. Cost recovery fees contained in **"EXHIBIT A"** were approved by the City Council in May of 2019. This fee study did not include inspection and inspections; therefore, staff will be returning to the City Council with an updated cost recovery fee study in the near future to ensure costs of the new HdL contract are recovered.

With the exception of City authorized HdL technical expertise services outlined in Objective 6 of the proposal, there will be no additional cost to the General Fund. The \$50,000 cost of HdL services, except Objective 6, will be recovered 100% from the applications and licenses charged to those businesses involved in the cannabis application and license process.

CONCLUSION:

Adopting Resolution No. 2020-, will authorize the City Manager to execute a contract with HdL Companies not to exceed \$50,000 to provide cannabis program application review, tax audits, compliance inspections, background checks, and subject matter expertise and technical support, subject to final review and approval by the City Attorney.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

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

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

WHEREAS, on February 5, 2019, the City Council approved an Agreement with Hinderliter, De Llamas & Associates, Inc. (dba HdL) to provide cannabis program subject matter expertise, to develop and manage the process to review cannabis business applications, to provide inspection compliance services and to conduct a cost recovery study for the creation of application fees. This agreement expired on February 5, 2020; and,

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

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

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

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

1. Adopt Resolution No. 2020-, authorizing the City Manager to execute a contract with HdL Companies not to exceed \$50,000 to provide cannabis program application review, tax audits, compliance inspections, background checks, and subject matter expertise and technical support, subject to final review and approval by the City Attorney.
2. Authorize Finance Director to make appropriate accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 21st day of April 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

City of Marina

Cannabis Management Services

March 24, 2020

HdL[®] Companies

SUBMITTED BY

HdL Companies
120 S. State College Blvd., Ste 200
Brea, CA 92821
hdlcompanies.com

CONTACT

David McPherson
T: 714.879.5000
E: dmcpherson@hdlcompanies.com

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March 24, 2020

I. LETTER OF TRANSMITTAL

March 24, 2020

Matt Mogensen
Assistant City Manager
City of Marina
(831) 884-1240
Mmogensen@cityofmarina.org

Re: Proposal for Cannabis Management Services

Dear Mr. Mogensen,

Thank you for the opportunity to submit this proposal to provide ongoing assistance with ongoing implementation and monitoring of the City's cannabis program. The enclosed scope of services provides for continued application reviews, annual financial audits and compliance inspections of cannabis businesses, pre-license site visits supplemental background checks of all owners, managers and employees, and additional general consulting as needed.

HdL was incorporated in 1983 and has over 30 years of experience providing revenue enhancement and consulting services to local governments in California. HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 500 agencies in six states. The firm currently serves 49 counties, 311 cities and 132 transactions tax districts in California.

Our knowledgeable team of professionals have more than 46 years' combined experience in the establishment and implementation of cannabis regulatory programs including establishing land-use regulations, registration processes, operation regulations for cannabis facilities, staffing plans, cost recovery, structuring cannabis business taxes and conducting compliance and financial audits.

We look forward to the opportunity to partner with the City of Marina in developing a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact me by email at anickerson@hdlcompanies.com or David McPherson at dmcpherson@hdlcompanies.com or by phone at 714.879.5000.

Sincerely,



Andy Nickerson
President, HdL Companies

II. PROPOSED SCOPE OF SERVICES

On November 6, 2018, the citizens of the City of Marina approved a ballot measure to allow commercial cannabis businesses within the City and to establish taxes and fees for such businesses. The measure established Chapter 19 of the City of Marina Municipal Code (MMC), titled the City of Marina Commercial Cannabis Activities ordinance, and makes amendments to MMC Chapter 5 Business Taxes, Licenses and Registrations and Chapter 17 Zoning. The measure took effect on April 1, 2019 and provided the regulatory framework for the City's cannabis program.

The City's ordinance allows up to 6 retailers and an unlimited number of other cannabis business types. Cannabis retailers may be in any combination of not more than 3 medicinal retailers and not more than 3 adult-use retailers. A single business that conducts both medicinal and adult-use sales would count as 1 medicinal retailer and 1 adult-use retailer for purposes of the 6-retailer maximum.

On February 5, 2019, the City Council approved a contract with HdL Companies to assist the City with implementation of its cannabis program, including designing an application process for cannabis businesses, conducting application reviews and interviews, and developing cost-recovery fees. The City accepted cannabis business applications from April 8th to June 7th, 2019 and received 12 applications for retailers. Of these, 5 are now in the permitting process. The City is also in the process of permitting and processing 3 non-retail businesses, including 1 manufacturer and 1 cultivator.

The City is now requesting that HdL provide a proposal which includes the following services:

- Continued application review services for any additional non-retail applications that may be received. These applications would be reviewed on a quality assurance basis, only, to ensure they meet a minimal standard and comply with all State and local laws. The review process would not include applicant interviews.
- Pre-license site inspections of cannabis businesses, accompanied by Police Department and Fire Department representatives, to ensure that all physical State and local cannabis site requirements have been met before the business is issued its occupancy permit.
- One annual financial audit of each cannabis business to ensure that the business is properly reporting all gross receipts and remitting the appropriate amount of cannabis tax to the City.
- One site inspection annually of each permitted cannabis business, accompanied by Police Department and Fire Department representatives, to ensure that all cannabis-specific operational requirements are being properly followed and addressed.
- Supplemental background checks of all owners, managers, principals or employees of cannabis businesses.
- Up to 20 hours of general consulting in the form of technical assistance or subject matter expertise, to be used as needed or requested by the City.

Objective 1: Application Reviews

HdL will provide application review services for any non-retail applications that may be received by the City. HdL staff will conduct an initial screening of all applications for completeness based upon an objective checklist of required documentation. This initial screening shall allow for some limited discretion in determining whether submitted documents are substantively complete but shall not otherwise consider the quality of the submissions.

Applications deemed complete will move forward for a full review. These applications would be reviewed on a quality assurance basis, only, to ensure they meet a minimal standard and comply with all State and local laws. An applicant's point score shall be based on their demonstrated ability to meet or exceed minimum requirements in each category.

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

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

Objective 2: Pre-License Site Visits

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

The cost for this service includes an initial site-plan review and report, coordination and arrangements with the business and other agencies, 2-hour site visit, post-inspection report, all travel costs and any follow up.

Objective 3: Cannabis Tax Audits

HdL will conduct an annual financial audit to verify the accuracy of the revenue reported to the City during the review period and will recommend a tax assessment should the audit reveal any unreported revenue. As part of the process, HdL will conduct a risk based analytical review of the business using the proprietary Cannabis Analytical Tracking Solution (CATS™) program to ensure there is no diversion of product or cash. Our unique audit approach allows us to identify if a cannabis operator is under-reporting its taxes or diverting product from its facility. HdL audit staff will also use information gathered as part of the onsite

inspection to assist with the financial audit.

HdL will help the City prepare a notification letter to send to the business to start the audit. The letter will contain pertinent information about the audit, including a list of the records requested and a request for access to the business' point of sale system. HdL recommends the notification letter be sent by the City to encourage cooperation from the business and communicate HdL's authority to conduct the audit. The audit shall include:

- Gross receipts verification
- Risk based CATS™ Analytic Review
- Inventory review (subject to access to the track and trace system)
- POS data entry requirements review
- Preparation and issuance of report
- Exit conference with the City

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

Objective 4: Regulatory Compliance Inspections

HdL will conduct one (1) on-site compliance inspection annually for each permitted cannabis business to determine compliance with State and/or local laws. If HdL identifies any non-compliant activities, we will provide the City with a recommended appropriate action to address the deficiency and to ensure future compliance by the permittee. The HdL inspector will be accompanied by representatives from the Police Department and Fire Department.

The cost for these services includes all of the following:

- Notifying permittee of pending inspection
- 2-hour on-site inspection to ensure that each business complies with all State and local laws and regulatory protocols for all of the following:
 - Inventory management
 - Cash handling procedures
 - Access control
 - Video surveillance
 - Product safety
 - Alarm system maintenance and safety
 - Lock standards
 - Packaging and labeling
 - Waste management
 - Transportation documentation
 - Surveillance equipment maintenance
 - Occupational badges
 - Business records

- Other items as necessary to ensure compliance with laws
- Preparation of a draft report detailing the findings of the inspection and providing recommendations for improvement where needed. If the inspection identifies any violations of law or other non-compliance issues, then HdL will prepare a notice to comply as an included part of the report.
- All travel costs associated with the inspection
- All phone, email and other communications involved in preparing for, scheduling and coordinating the inspections and providing the report.

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

Objective 5: Supplemental Background Checks

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

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

Objective 6: Subject Matter Expertise and Technical Assistance

HdL shall provide up to 20 hours of general consulting in the form of technical assistance and subject matter expertise to be used on an as-needed basis at the City's request. Such assistance may be used for assistance with implementation of the program or for any other purpose, including revisions to the City's ordinance, monitoring of changes to State laws and regulations, understanding of the industry, participation in conference calls, responding to staff inquiries via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public or other issues yet to be determined, as requested by the City.

III. COST

The proposed services are broken down into specific line items in the cost table below. HdL's fees are based on time, materials and travel-related expenses associated with the execution of the services.

The hours and costs in the table below do not include any additional items that are not contemplated by this scope of services. Among these are review of any supplemental application materials and assistance with any appeal of any City permitting or enforcement action. Any additional services requested by the City will be billed at HdL's hourly rate. Prices are valid for 90 days from March 24, 2020.

Scope of Service Objectives	Estimated Cost
Objective 1: Application Reviews¹ Review applications on a quality assurance basis to ensure compliance with State and local laws.	\$2,500 per applicant
Objective 2: Pre-License Site Visit¹ Includes site-plan review, agency coordination, site visit, travel costs, post-inspection report and any follow up	\$1,600 per inspection
Objective 3: Cannabis Tax Audits¹ Conduct an annual financial audit of each cannabis business	\$6,000 per business per year
Objective 4: Regulatory Compliance Inspections¹ Assumes one (1) on-site compliance inspection annually	\$1,250 per business per year
Objective 5: Background Checks (initial)¹	\$300 owner/manager \$100 employee
Background Checks (renewal)¹	\$100 owner/manager \$75 employee
Objective 6: Subject Matter Expertise and Technical Assistance Assumes 20 hours per year to be used as needed by the City.	\$6,000
Additional Travel Costs as Needed	\$600 per site visit
ANNUAL COST PER BUSINESS All other costs are variables that cannot be estimated.	\$7,250
¹ Costs are recoverable from each business or applicant	

Alternate Schedules for Audits and Compliance Inspections

This proposal provides for HdL to provide one (1) financial audit and One (1) compliance inspections per year for each cannabis business. HdL is able to provide these services in other combinations or at other frequencies as may be requested by the City. The combined cost for these alternate schedules is shown below.

Combined cost per business:

- A.** Conduct one (1) financial audit annually for each permit at a rate of \$6,000.
- B.** Conduct one (1) compliance review annually for each permit at a rate of \$1,250.
- C.** Conduct one (1) financial audit and one (1) compliance review annually for each permit at a rate of \$7,250.
- D.** Conduct one (1) financial audit and two (2) compliance reviews annually for each permit at a rate of \$8,500.
- E.** Conduct one (1) financial audit and three (3) compliance reviews annually for each permit at a rate of \$9,750.
- F.** Conduct one (1) financial audit and four (4) compliance reviews annually for each permit at a rate of \$11,000.

IV. EXPERIENCE AND RESOURCES

Company Profile

Founded in 1983, HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. The firm also provides a variety of enterprise software processing tools for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 500 agencies in six states. The firm currently serves 49 counties, 311 cities and 132 transactions tax districts in California.

HdL's key staff has extensive experience serving local government and many have previously held positions in city management, finance, planning, economic development or revenue collection. HdL is a Corporate Partner of the League of California Cities and California State Association of Counties and works extensively with the County Auditor's Association of California, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues.

This close understanding of local government needs coupled with extensive databases and advanced methodology provides for the most relevant, productive and responsive revenue recovery; forecasting; and economic services available.

Our team of professionals has over 46 years of direct experience establishing and implementing cannabis regulatory and taxation programs, including establishing land-use regulations, permit processes, staffing plans, and cost recovery fees; structuring cannabis business tax fees; regulatory compliance; financial audits; and law enforcement training. Our team has conducted over 16,000 cannabis compliance inspections and investigations in Colorado, California and Nevada.

Key Personnel

David McPherson, Compliance Director

David McPherson works with local agencies to prepare them to mitigate regulatory issues surrounding Proposition 64 and SB 94. Prior to joining HdL, David served 28 years in local government for the County of Orange and the cities of Newport Beach, San Jose and Oakland. David's experience as a law enforcement officer, compliance auditor, and tax administrator has provided him a wealth of experience that makes him uniquely qualified to manage HdL's Cannabis Management Program. While working for the City of Oakland, he became the first Tax Administrator in the country to successfully tax, regulate and audit medical marijuana businesses. David has over 8 years of experience working with cannabis regulatory programs.

David is one of the state's most recognized experts in cannabis regulatory policies, compliance implementation and tax policies. His unique knowledge in horticulture, processing and dispensary operations while working for the City of Oakland has made him one of the pioneers in creating a Cannabis Management Program. He uses his experience to assist local and state agencies in developing cannabis policies for regulation, compliance, auditing and economic development. He worked closely with the League of Cities on the development of the Medical Cannabis Regulation and Safety Act (MCRSA) and helped shape SB 94, the Medicinal Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

David provides technical support on cannabis-related matters to the League of Cities, the Police Chief's Association, Rural County Representatives of California and the California State Association of Counties. In addition, David is working collaboratively with the Department of Consumers Affairs, Department of Food & Agriculture, Department of Health Services and the State Board of Equalization on the implementation of best practices for regulating the cannabis industry for local agencies.

David received his Bachelor's Degree in History from California State University, Concord and his Master's Degree in Public Administration from California State University, Long Beach. While at Long Beach, he was named "Future Urban Administrator of the Year".

Matt Eaton, Deputy Compliance Director

Matt Eaton is the Compliance Deputy Director at HdL and plays a critical role in implementing the Cannabis Compliance Program for local agencies. Prior to joining the firm, he was a progressive law enforcement professional with 29 years' experience conducting criminal/regulatory investigations, and corporate/individual background investigations.

While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED), Matt managed criminal investigators and civilian staff in the Denver Metro and Longmont field offices. During his six-year tenure at the MED, he conducted approximately 10,000 criminal investigations and compliance reviews which included regulatory and financial investigations. In addition, he is a subject matter expert on track and trace systems. He understands the complexity of reviewing data to ensure businesses are in compliance with state and local regulations. Matt was responsible for planning, developing and implementing report and field inspection protocols for the agency. He also played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in Colorado. Matt is well known for his ability to maintain working relationships with cannabis industry leaders and external stakeholders in resolving issues.

Matt received his Bachelor of Science Degree from Biola University and currently maintains a Colorado Post Certificate. He has also served as an adjunct instructor teaching law enforcement principle related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College in Greeley, Colorado.

Tim Cromartie, Senior Policy Advisor

Tim Cromartie is a Senior Policy Advisor at HdL, in which his primary role is providing policy expertise related to cannabis regulatory and tax policies at the state and local level. Prior to joining HdL, Tim served as the legislative representative covering public safety issues for the League of California Cities since 2013, with a heavy emphasis on shaping legislation governing state and local regulation of marijuana. He has been actively involved in educating cities on changes in the law resulting from the Medical Cannabis Regulation and Safety Act, as well as Proposition 64, the Adult Use of Marijuana Act. When these two Acts were merged into a single regulatory structure in 2017, Tim successfully advocated for clarification of local government's regulatory and enforcement authority in the cannabis context, and for related environmental safeguards in cultivation operations, protections against over-concentration of businesses, regulation of testing labs, and the inclusion of fire safety standards and a definition of volatile solvents in state law governing cannabis manufacturing operations. Since then he has been engaged in educating local governments on the more recent Medical and Adult Use Cannabis Regulation and Safety Act (MAUCRSA), as well as advocating for a reduction in the cumulative state tax rate for cannabis, improvements in the state's track-and-trace program, and the restoration of a statewide cultivation cap.

Prior to the League, he held a variety of positions in the Legislature and state government, including legislative representative for CalPERS Governmental Affairs, legislative director and public safety consultant to former state Senator Gloria Romero, and field representative for Congresswoman Barbara Lee during her term in the state Senate. Mr. Cromartie holds degrees from the University of California at Berkeley (B.A. Political Science) and UC Hastings College of the Law. Tim is an ardent aviation buff and a member of the California Aerospace Museum at the site of the former McClellan Air Force Base in Sacramento.

Christina Altringer, Audit Manager

Christina Altringer is the Audit Manager at HdL. Her primary role is to oversee the audit staff, conduct forensic audits, review staffs reports, and be the point person to work directly with client cities and counties as it pertains to financial audits. In addition, she is responsible for managing and developing the data intelligence CATS™ program. Furthermore, in preparation of conducting forensic audits she also prepares Tax Analytical Remittance Report (TARR) summaries to evaluate under reporting or anomalies in the remittance of tax payments to local jurisdictions.

Kristina previously worked as a Forensic Accountant for the Federal Bureau of Investigation (FBI). In this role, she investigated alleged violations of federal and state laws for bribery and kickbacks, corruption, money laundering, white collar and health care fraud as well as drug trafficking. She also conducted blockchain analysis for virtual currency transactions. Prior to working with the FBI she worked at a Public Accounting firm as a Certified Public Accountant.

She earned her Bachelor of Science degree in Accounting from Minnesota State. Christina is also a Certified Public Accountant and a Certified Fraud Examiner.

Mark Lovelace, Senior Policy Advisor

Mark Lovelace has 16 years of broad experience in public policy, community engagement and advocacy and is recognized as a leader in advancing the statewide discussion of medical and recreational cannabis as a policy issue in California.

Mark served on the Humboldt County Board of Supervisors from 2009 through 2016 where he was instrumental in developing a comprehensive approach to regulating cannabis, including a voter-approved tax on commercial cultivation and an innovative track and trace pilot program. Mark established and co-chaired the Medical Marijuana Working Group for the California State Association of Counties (CSAC) and helped draft CSAC's legislative platform for cannabis issues. Mark pioneered the first-ever six-County regional summit on cannabis issues in 2015 which resulted in the North Coast Counties Marijuana Policy Statement. His work and input were pivotal in guiding the development of SB 643 and AB 243, two components of the Medical Cannabis Regulation and Safety Act (MCRSA).

Mark has worked extensively with public agencies and statewide associations on cannabis issues, including CSAC, Rural County Representatives of California, the Association of California Water Agencies, the North Coast Resource Partnership, California Department of Fish and Wildlife, the State Water Board, the North Coast Regional Water Board, the Bureau of Cannabis Control, state legislators, the Department of Justice, members of Congress and others. He has led numerous presentations, workshops and panel discussions on cannabis issues and has been a sought-after speaker on the topic for government agencies, community organizations and cannabis industry groups.

Mark received his Bachelor of Science degree in Industrial Design from California State University, San Jose. Prior to his time on the Board, he worked for many years as a respected advocate on land use, planning, development and environmental issues.

Kami Miller, Senior Compliance Inspector

Kami Miller is a Senior Compliance Inspector at HdL whose primary role is to ensure cannabis compliance and identify the risk assessment in the supply chain process of each permitted business. Prior to joining the firm, she served three years as a Marijuana Compliance Manager for the Department of Public Behavior and Health (DPBH) for the State of Nevada. During this time Kami played a key role in Nevada's implementation of its Medical Marijuana Program in which she was responsible for statewide monitoring of medical marijuana facilities that included cultivation, production, testing labs and retail stores.

During her tenure at the DPBH, Kami managed compliance auditors and support staff in the Las Vegas office. She conducted approximately 1,000 compliance and financial inspections for which she developed the inspection protocols documentation to create comprehensive reports. In addition, her experience with various cannabis track and trace systems allowed her to develop industry supply chain practices for the Department of Taxation.

Kami received her Bachelor of Business Administration in E-Commerce and Supply Chain Management from Tennessee State University.

Elizabeth Eumurian, Senior Auditor

Elizabeth Eumurian is a Senior Auditor at HdL. Her primary role is to conduct financial audits, evaluate cannabis applications and conduct background checks. As part of the audit program, she will be conducting and preparing analytical information through the CATS™ program to prepare Tax Analytical Remittance Reports (TARR) summaries to evaluate under reporting or anomalies in the remittance of tax payments to local jurisdictions.

Elizabeth previously worked as a senior auditor in the entertainment industry. In this role, she executed testing procedures for targeted audit programs, analyzed findings and prepared audit and compliance reports. She also has experience working for a large financial institution analyzing data for reporting anomalies and performing internal audits. Elizabeth has recently done work for Blythe, California City, Coachella, Cotati, Desert Hot Springs, Long Beach, Mammoth Lakes, Moreno Valley, Perris, San Bernardino, and Vallejo.

She earned her Bachelor of Arts degree in History from California State University, Concord. She has also received a certificate in CannaBusiness from Oaksterdam University.

Michelle Shaw, Compliance Inspector

Michelle is a Compliance Inspector at HdL and is tasked with conducting onsite inspections, examinations and other actions to monitor compliance with established standards for local licensed cannabis businesses. Prior to joining HdL, she was a Compliance Specialist Officer at a large, multinational bank where she managed, validated and oversaw the effectiveness and accuracy of numerous compliance issues within the consumer retail space. Throughout her eight years of experience at the bank, she performed onsite assessments of affiliate businesses to determine compliance/non-compliance of their processes and procedures pursuant to bank standards and state regulations.

A graduate of Cypress College, Michelle holds a Foundations of Banking Risk certificate from the Global Association of Risk Professionals and a paralegal certificate from the Southern California College of Business and Law.

Alfredo Marquez, Senior Auditor

Alfredo Marquez is a Senior Auditor at HdL. His primary role is to conduct financial audits. Alfredo previously worked for Teledyne Technologies analyzing risk assessments for acquiring new businesses and various units in the organization. In this role he worked with people at various levels in the organization and successfully conducted financial, Sarbanes Oxley and compliance audits across North America, Latin America, Europe, and Asia. Alfredo has recently done work for Cotati, Cloverdale, Desert Hot Springs, Mammoth, Perris, and Vallejo. He earned his Bachelor's Degree in Accounting from the University of La Verne.

V. REFERENCES

City of Modesto

Steve Mitchell
Acting Planning Manager
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City of Watsonville

Suzi Merriam
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Email: suzi.merriam@cityofwatsonville.org

City of Desert Hot Springs

Geoffrey Buchheim
Finance Director
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City of Port Hueneme

Tony Stewart
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City of Vallejo

Joanna Altman
Assistant to the City Manager
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Email: joanna.altman@cityofvallejo.net

**CITY OF MARINA
AGREEMENT FOR CONSULTANT SERVICES**

Cannabis Management Program

THIS AGREEMENT is made and entered into on April 7, 2020, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and Hinderliter, De Llamas & Associates, a California corporation, dba HdL Companies, hereinafter referred to as the "Consultant." City and Consultant are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. At the November 6, 2018 General Municipal Election, the citizens of the City of Marina enacted an ordinance entitled "An Ordinance of the People of the City of Marina Allow Cannabis Business Activity and Establishing Taxes and Fees for Such Businesses within the City of Marina, Amending Title and Chapter Establishing Cannabis Business Activities as a Use Allowed Subject to a Use Permit in Specified Zones and Establishing Uses to Protect Public Health, Safety and Welfare" (the "Ordinance").
- B. Said Ordinance went into effect on April 1, 2019.
- C. The use, sale, and possession of cannabis over 0.3% Tetrahydrocannabinol in the United States is illegal under federal law.
- D. The regulation, compliance, taxation of cannabis, and an ongoing evolution of the State of California's Medical Cannabis Regulation and Safety Act (MCRSA) and Proposition 64, Adult Use Marijuana Act (AUMA) and State regulations implementing these initiatives, are complex and filled with challenging issues.
- E. On May 17, 2019, City and Consultant entered into an Agreement for Consultant to provide Cannabis Manage Program services on a time and materials basis for a not to exceed cost of \$49,500 to be funded 100% from the applications and licenses charged to applicants for cannabis licenses, including developing applications, an application ratings system, reviewing applications for compliance, performing facility inspections, conducting compliance and financial audits and developing application fees to ensure the City recovers the cost of reviewing materials and conducting hearings before the Planning Commission and City Council. That Agreement terminated on February 5, 2020.
- F. City desires to again retain Consultant to provide subject matter expertise and technical support for ongoing implementation and monitoring of the City's cannabis program including continued application reviews, annual financial audits and compliance inspections of cannabis businesses, pre-license site visits, supplemental background checks and up to 20 hours of general consulting as needed hereinafter referred to as the "Project."
- G. Consultant represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- H. City desires to again retain Consultant to provide such services.

Terms and Conditions

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

1. Scope of Work.

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

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

(c) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(b)(2), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

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

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

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on May 31, 2021, unless extended by amendment or

terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

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

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

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

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

(b) Consultant shall commence work on the Project upon the date of full execution of this Agreement. This Agreement may be extended upon written agreement of both parties. Consultant may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Consultant under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Consultant in an amount not to exceed Fifty Thousand dollars (\$50,000.00) in accordance with the provisions of this Section and the Fee Schedule attached hereto in Exhibit A and incorporated herein by this reference

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Consultant of exceptions or disputed items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

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

(d) Consultant shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit A.

(e) Expenses not otherwise addressed in the Scope of Services or the Fee Schedule incurred by Consultant in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)), be charged at cost and reimbursed to Consultant.

(f) There shall be no charge for transportation within Monterey, Santa Cruz and San Benito Counties required for the performance of the services under this Agreement; travel to other locations must be approved in writing and in advance by the City, mileage will be charged at the then current standard rate for business travel as set by the U.S. Internal Revenue Service for such approved travel.

4. Termination or Suspension.

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

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

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

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

5. Project Administrator, Project Manager & Key Personnel.

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

(b) Consultant designates David McPherson, Cannabis Services Director as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

(c) Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Consultant has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: David McPherson, Compliance Director; Matt Eaton, Cannabis Compliance Director; Tim Cromartie, Senior Policy Advisor; Christin Altringer, Audit Manager, Mark Lovelace, Senior Policy Advisor; Kami Miller, Senior Compliance Inspector, Elizabeth Eumurian, Senior Auditor; Michelle Shaw, Compliance Inspector, and Alfredo Marquez.

6. Delegation of Work.

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

(b) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

7. Skill of Employees. Consultant shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

8. Confidential and Proprietary Information. In the course of performing services under this Agreement Consultant may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Consultant undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Consultant that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Consultant's other clients, or to any other third party, without the City's prior express written consent.

9. Ownership of Data. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Consultant, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Consultant agrees that all

copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Consultant shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Consultant makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Consultant shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Consultant, Consultant makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Consultant's deliverables is waived against Consultant unless City has given Consultant prior written notice of the changes and has received Consultant's written consent to such changes.

10. Conflict of Interest.

(a) Consultant covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Consultant shall represent the interest of the City in any discussion or negotiation with cannabis business applicants or permittees, and as such, may not accept compensation, commission or payment of any type from any such party or such party's agent.

(b) City understands and acknowledges that Consultant may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the City who is authorized in such capacity and on behalf of the City to exercise any executive, supervisory, or similar function in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

11. Disclosure. Consultant may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Consultant shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Consultant shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), sexual orientation, medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Consultant shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

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

13. Indemnification.

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

(b) Nothing in this Agreement constitutes advice by Consultant to the City to violate any existing law. The scope of Consultant's duty to defend and indemnify the City shall not extend to: (1) Liability arising directly or indirectly out of the City's adoption or its application of the provisions of the Ordinance allowing cannabis business activity including, but not necessarily limited to, the commercial sale or the consumption of cannabis or cannabis containing products; or (2) Liability arising directly or indirectly out of the discretionary acts of the City or the acts of any City appointed or elected official or

City employee in reviewing, rejecting, granting, or denying an application or permit for cannabis business activity, unless in either circumstance, the City decision was reliant upon information negligently provided or omitted by Consultant..

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

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Consultant has agreed to provide an immediate defense to any Indemnified Party, as provided above, Consultant, upon notice from the City, shall defend the Indemnified Party at Consultant's expense by independent counsel reasonably acceptable to the City. Unless otherwise provided above, an Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended. Consultant may submit a claim to the City for reasonable defense costs (including attorney's and expert fees) incurred in providing a defense of any Indemnified Party to the extent such defense costs arise under principals of comparative fault from the Indemnified Party's active negligence, recklessness or willful misconduct.

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

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Consultant's indemnification of the City, Consultant agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in Exhibit "B" "Insurance" attached hereto and made a part hereof. Consultant shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Consultant's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving Consultant ninety days advance written notice of such change. If such change should result in substantial additional cost of the Consultant, City agrees to negotiate additional compensation proportional to the increased benefit to City.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Consultant.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non availability or non affordability must be documented by a letter from Consultant's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Consultant's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Consultant.

(e) By signing this Agreement, Consultant hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

15. Independent Contractor. The parties agree that Consultant, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Consultant for work or services provided under this Agreement.

16. Claims for Labor and Materials. Consultant shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Consultant hereunder), against the Consultant's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

17. Discounts. Consultant agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

18. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

19. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. Compliance with Laws.

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

(b) Consultant represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance (Title 5 of the Marina Municipal Code) for which a business license tax is prescribed and assessed at the rate of two-tenths percent (0.002) of gross receipts, in accordance with the provisions therein. For the term covered by this Agreement, the Consultant shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

21. Assignment or Transfer. This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

To City:	City Manager City of Marina City Hall 211 Hillcrest Avenue Marina, California 93933
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To Consultant: Andrew Nickerson
President
HdL Companies
120 South State College Blvd, Suite 200
Brea, CA 92821

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

23. Amendments, Changes or Modifications. This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Consultant.

24. Force Majeure. Notwithstanding any other provisions hereof, neither Consultant nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Consultant's or the City's control except that an economic downturn of any type shall not be a justifiable cause for the failure to meet their respective obligations under this Agreement. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. Successors and Assigns. All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

28. Waiver. A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. Severability. Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. Construction, References, Captions. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. Advice of Counsel. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

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

33. Time. Time is of the essence in this contract.

34. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

IN WITNESS WHEREOF, Consultant and the City by their duly authorized representatives, have executed this Agreement, on the dates set forth below.

CITY OF MARINA

HdL COMPANIES

By: _____
Name: Layne Long
Its: City Manager

By: _____
Name: Andrew Nickerson____
Its: President_____

Date: _____

Date: _____

Attest: (Pursuant to Reso: 2020 - _____)

By: _____
Anita Shepherd Sharp
Deputy City Clerk

Approved as to form:

By: _____
Robert W. Rathie
For the City Attorney

INSERT EXHIBIT A

Section 1 (a)

- SCOPE OF WORK –

**Insert HdL's Proposal for Cannabis Management Services
Dated March 24, 2020**

[Include Work Schedule if required.]

A-1

Exhibit B - Insurance

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

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

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

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 10 93, that contains the provisions required by this contract. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a “drop down” provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

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

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

If automobile insurance is required for work under this Agreement coverage shall be at least as broad as ISO form CG 00 01 10 01 including symbol 1 (Any Auto) approved by the City Attorney and Risk Manager. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible with a form equivalent to ISO form CG 20 10 10 93. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Consultant owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

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

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

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to Consultant's profession, in a form and amount approved by the City Attorney and Risk Manager, will be specified on a project-by-project basis if Consultant is working as a licensed professional. Consultant shall maintain such insurance for a period of five years following completion of the project. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Design professionals shall maintain such insurance in place until the expiration of the warranty period of the Project.

Consultant and City further agree as follows:

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

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

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

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

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

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

g) Consultant's insurance shall be written by an acceptable insurance provided, as determined by the City, which satisfies the following minimum requirements: An insurance carried authorized and admitted to do business in the State of California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current "A.M. Best" rating classification of "A-" or better and a financial size of \$10 million to \$24 million (Class V) or better, or a Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for process in the state. Self-insurance will not be considered to comply with these insurance specifications. Workers Compensation and Employer's Liability shall be provided by an A-V rated carrier or by the California State Compensation Fund. If provided by a carrier other than California State Compensation Fund, Consultant shall provide proof of the carrier's A-V rating to the City.

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

i) Consultant agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Consultant's general liability and umbrella liability policies. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Consultant 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. Consultant agrees to provide complete copies of policies to City within ten days of City's request for said copies.

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

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

l) Consultant agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Consultant agrees to require that no contract used by any subcontractor, or contracts Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance

required by this Agreement. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant contracts with on behalf of City will be submitted to City for review. Consultant acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

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

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

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

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

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

s) Consultant shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than one million dollars (\$1,000,000) each occurrence for at least three years following substantial completion of the work.

April 1, 2020

Item No. **11b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of ~~April 7, 2020~~
April 21, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING A REALIGNMENT OF THE PUBLIC WORKS
MAINTENANCE DIVISION**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, approving a realignment of the Public Works Maintenance Division by:
 - a. Eliminating one vacant Maintenance Worker I position to allow for funding another position;
 - b. Adding a Public Works Maintenance Superintendent with an adopted salary range from \$7,487 to \$9,101 a month as shown in the attached salary survey;
 - c. Converting a Maintenance Worker III to a Crew Lead upon retirement of one of the current Maintenance Worker IIIs;
 - d. Discontinuing the Maintenance Worker III with the retirement of the three incumbents;
 - e. Reclassifying the Maintenance Worker I position to allow it to Flex to a Maintenance Worker II position upon demonstration of mastery of maintenance skills; and,
 - f. Implementing a policy that assures that the Maintenance Worker II position is at least 10% more than the Maintenance Worker I position.

BACKGROUND

The Public Works Maintenance Division is responsible for the maintenance and repair of approximately 100,000 square feet of City-owned buildings, 84 acres of Parks, 156 lane miles of streets, 15 miles of bicycle paths, 20 traffic signal systems, center median and right of way landscaping, over 800 trees, 77 percolation ponds, and custodial duties within all buildings except Police/Fire and the Airport.

Over the years, the organizational structure of Public Works Maintenance Division has evolved depending upon the needs of the city and available resources. Prior to 2016, the Division resided in the Community Development Department and previously had a Public Works Superintendent position. In 2016 a separate Public Works Department was formed, and a new Public Works Director position was approved. The Department was divided into three divisions: engineering; buildings & grounds; and vehicle maintenance. The responsibilities of these divisions include: buildings & grounds; park maintenance; street maintenance; traffic signals; trees; sidewalks; customer service requests; engineering; project management; capital improvement program; fleet maintenance; vehicle repair; and storm water.

The allocated positions in the FY 19/20 and 20/21 Budget approves the following allocated positions:

FY 2020 <u>Approved Positions</u>	
<u>Engineering</u>	
Public Works Director	1
Associate Engineer	1
Administrative Assistant	1
Intern	.5
<u>Vehicle Maintenance</u>	
Equipment Mechanic	1
Mechanic Assistant	.5
<u>Building & Grounds</u>	
Crew Lead	1
PW Maintenance Worker III	3
PW Maintenance Worker II	3
PW Maintenance Worker I	6
Total Positions	18

ANALYSIS

When the Public Works Department was reorganized in 2016 it was anticipated that the previous Superintendent position would be needed again and the department would need to be restructured to address key span of control and operational efficiency issues. Problems identified at that time included:

1. The Division lacks a comprehensive Annual Work Program. As a consequence, work is often done in a reactive, “crisis” mode, rather than in a logical, priority-based fashion, with flexibility to change course when emergency issues and projects arise. The Work Program would include an up-to-date inventory of Public Works tasks and projects, a timeline for their completion, and assignments made to appropriate staff members.
2. Routine infrastructure inspection and maintenance is deferred. The upkeep of signals, overall building maintenance including HVAC/heating systems, fueling station, median weeding, cross walk and bicycle striping maintenance tasks are constantly deferred due to more immediate problems and lack of labor resources.
3. The City faces an imminent “experience drain” in its seasoned Maintenance staff. All of the City’s current Maintenance Worker III’s are eligible to retire and have sufficient service credit to see retirement as an attractive option. The current organizational structure does not provide adequate opportunities for succession planning and/or for long-term promotional opportunities.

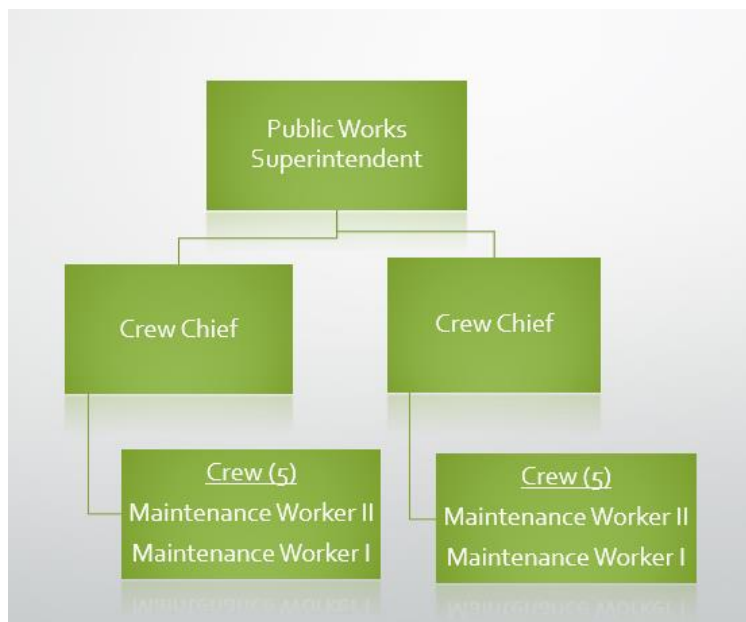
Additionally, over the last several years funding has increased significantly for road maintenance as show by the following table.

Local Street Funding

City of Marina			
Local Street Funding			
	<u>15/16</u>		<u>18/19</u>
State Funds	471,000		860,000
Measure X, Local	-		584,000
General Fund	135,000		1,478,000
	606,000		2,922,000
Note: Does not include Dev. Impact Fees or Grants			

With the funding now available, without adequate staffing to implement and provide oversight to the street maintenance program, it will not be able to move forward as is needed.

It is not realistically feasible or practical for the Public Works Director with one Crew Lead position to provide direct oversight and responsibility for this many functions, operations, and staffing within the department. In 2016 it was envisioned that the City would transition to the following structure for operations of the Building & Grounds Maintenance Division.



Effective and efficient day to day operations are best achieved when an organization is built around units that are sized for what is referred to as span of control. Recommended best practices for the number of staff that a supervisor can effectively oversee is four to seven. The current Section Crew Lead is being asked to supervise 12 employees, a number which is much more than any recommended span of control.

The proposed restructuring will not add any additional new positions above the total 18 allocated in the department. However, it would restructure the positions as follows:

1. Add one (1) Superintendent position that would be responsible for the Building & Grounds Maintenance Division including organizing a comprehensive annual work program and providing for routine infrastructure inspection and maintenance. It is also anticipated the position would assist with the simpler street projects.
2. Add one (1) additional Crew Lead for a total of two (2) which would reduce the span of control from 12 to 5 and would provide for much better operational efficiency and effectiveness.
3. The Maintenance I employees would be able to flex from a Maintenance I position to a Maintenance II position after demonstrating an ability to act in all aspects of Maintenance work. Currently, there is a 11% gap between the classifications. The City maintain at least a 10% gap to assure that two full-steps would be available to Maintenance Workers as the work through the available steps.
4. Eliminate one (1) Maintenance Worker I position, which allows the Superintendent position to be created without adding additional staff. We currently have a vacant Maintenance Worker I position.
5. Eliminate the Maintenance Worker III positions as they retire. These will then be converted into Maintenance Worker I/II positions and the additional Crew Lead position.

The proposed changes will help provide improved planning for and oversight of preventative infrastructure maintenance and repairs, adequate response to unplanned/emergency issues and problems; and flexibility to include maintenance and repair for new infrastructure when it comes on-line.

Superintendent Salary Range

The salary for the Public Works Superintendent would be set by the following superintendent salary survey.

Superintendent Salary Survey				
Mar-20				
City	Salary Top Step			
Marina				
San Luis Obispo	\$7,505.33		Average	\$9,100.81
Salinas	\$9,308.00		Diff Avg \$	(9,100.81)
Monterey	\$9,276.00		Diff. from Avg. %	-100.0%
Gilroy	\$9,656.00			
Seaside	\$9,896.58		Median	\$9,292.00
Pacific Grove	\$10,152.13		Diff Med \$	(9,292.00)
Watsonville	\$8,217.73		Diff. from Median %	-100.0%
Hollister	\$8,794.70			
Step A	Step B	Step C	Step D	Step E
\$7,487.26	\$7,861.62	\$8,254.70	\$8,667.44	\$9,100.81

FISCAL IMPACT

Converting a Maintenance Worker I position to a Public Works Superintendent will cost approximately an additional \$80,000 annually. Converting a Maintenance Work II to a Crew Lead position will cost approximately an additional \$25,000 annually. The combined fiscal impact will be approximately \$105,000 annually.

CONCLUSION:

The proposed re-structuring reduces the span of control to a more manageable level and adds management capabilities that will be able to more efficiently and effectively implement the City's work program and maintain the City's infrastructure.

Respectfully submitted,

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-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A REALIGNMENT OF THE PUBLIC WORKS MAINTENANCE DIVISION

WHEREAS, The Public Works Maintenance Division is responsible for the maintenance and repair of approximately 100,000 square feet of City-owned buildings, 84 acres of Parks, 156 lane miles of streets, 15 miles of bicycle paths, 20 traffic signal systems, center median and right of way landscaping, over 800 trees, 77 percolation ponds, and custodial duties within all buildings except Police/Fire and the Airport; and

WHEREAS, On January 15, 2008, the City of Marina hired TPO, a Human Resources Management company, to evaluate the Public Works Division organizational structure existing at that time, and to identify options for best utilizing resources by improving departmental work flow and maximizing work efficiencies; and

WHEREAS, The previous Public Works Superintendent retired in April 2010 and the division was left with only a crew lead for supervision of the 12 assigned employees.

WHEREAS, On July 11, 2012, the City Council approved the City's FY 2012-13 Budget. At that time, the Council removed the Public Works Superintendent. The Maintenance Worker III positions were also planned to be removed from the organization through attrition as the incumbents retired; and

WHEREAS, there are several organizational issues that have not been addressed to date, and that impact the operational efficiency and effectiveness of the Public Works Division:

1. The Division lacks a comprehensive Annual Work Program. As a consequence, work is often done in a reactive, "crisis" mode, rather than in a logical, priority-based fashion, with flexibility to change course when emergency issues and projects arise. The Work Program would include an up-to-date inventory of Public Works tasks and projects, a timeline for their completion, and assignments made to appropriate staff members.
2. Routine infrastructure inspection and maintenance is deferred. The upkeep of signals, overall building maintenance including HVAC/heating systems, fueling station, median weeding, cross walk and bicycle striping maintenance tasks are constantly deferred due to more immediate problems and lack of labor resources.
3. The City faces an imminent "experience drain" in its seasoned Maintenance staff. All of the City's current Maintenance Worker III's are eligible to retire and have sufficient service credit to see retirement as an attractive option. The current organizational structure does not provide adequate opportunities for succession planning and/or for long-term promotional opportunities. Without sufficient promotional opportunities, the city stands to lose maintenance workers once they have gained valuable training and experience.

WHEREAS, The City is in need of a comprehensive organizational structure that provides:

1. Adequate planning for and oversight of preventative maintenance and repairs to existing infrastructure, adequate response to unplanned/emergent issues and problems; and flexibility to include maintenance and repair for new infrastructure when it comes on line; and

WHEREAS, The City over the last several years has increased the money being spent on roads. Local road money is about 5 times what it was 3 years ago. During that same time, the City has not revised the employees assigned to work on streets; and

WHEREAS, Effective and efficient day to day operations are best achieved when an organization is built around units that are sized for what is referred to as span of control. Recommended best practices for the number of staff that a supervisor can effectively oversee is four to seven. The current Section Crew Lead is being asked to supervise 12 employees, a number which is much more than any recommended span of control; and

WHEREAS, Staff is recommending the following changes to the Public Works Maintenance Division staffing:

1. A Superintendent of public works would be added back to the department. This position would be expected to handle the simpler street projects as well as directing the overall activities of the Public Works Maintenance Division.
2. A second Section Crew Lead would be added, reducing the span of control from 12 to 5.
3. The Maintenance I employees would be able to flex from a Maintenance I position to a Maintenance II position after demonstrating an ability to act in all aspects of Maintenance work; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby approve the approving a realignment of the Public Works Maintenance Division by:

- a. Eliminating one vacant Maintenance Worker I position to allow for funding another position;
- b. Adding a Maintenance Superintendent with an adopted salary range from \$7,487 to \$9,101 a month as shown in the attached salary survey;
- c. Converting a Maintenance Worker III to a Crew Chief upon retirement of one of the current Maintenance Worker IIIs;
- d. Discontinuing the Maintenance Worker III with the retirement of the three incumbents;
- e. Reclassifying the Maintenance I position to allow it to Flex to a Maintenance II position upon demonstration of mastery of maintenance skills; and,
- f. Implementing a policy that assures that the Maintenance Worker II position is at least 10% more than the Maintenance Worker I position.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 21st day of April, 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

Staff report to be available prior to Council meeting

City Council consider adopting Resolution No. 2020-, approving Job Description and Salary Range for Senior Management Analyst/Communications Coordinator; authorizing the City Manager to make necessary adjustments to the City's classification and compensation plans, and; authorizing the Finance Director to make necessary budgetary and accounting entries. ***Continued from April 7th & 14th, 2020.***

April 17, 2020

Item No. **11d**

To: Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 21, 2020

**CITY COUNCIL TO CONSIDER CONSOLIDATION OF THE DUTIES
OF THE SITE AND ARCHITECTURAL DESIGN REVIEW BOARD AND
TREE COMMITTEE TO THE PLANNING COMMISSION TO
STREAMLINE THE PLANNING REVIEW PROCESS, AND PROVIDE
DIRECTION TO STAFF**

REQUEST:

The City Council consider consolidation of the duties of the Site and Architectural Design Review Board and Tree Committee to the Planning Commission to streamline the planning review process and provide direction to staff.

BACKGROUND:

On January 1, 2020, Senate Bill 330 affecting the City of Marina's discretionary review process for housing development projects went into effect. Housing development projects are defined as housing units only, mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use, and transitional housing or supportive housing.

The new law requires a streamlined review of eligible housing projects and limits the number of public meetings the City can hold for the project to five. The five meetings include any and all continuances. In addition, the law requires the City to only apply objective, quantifiable, written design standards when reviewing housing development project applications.

An "objective design standard" is defined in state law as "a design standard that involve [sic] no personal or subjective judgment by a public official and is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal of an application."

Staff expects that the new state law requirements will impact the development review process in the City significantly. Therefore, the City should consider streamlining the review process considerably to comply with the law. This report serves to evaluate and provide recommendations on areas in the process that should be streamlined in order to meet the requirements of State law.

It is important to note the State law already limits the review process to 60 days for projects that require approval of a negative declaration or are exempt from CEQA, which is the majority of projects being reviewed. Senate Bill 330 shortens the time limit for housing development projects subject to an EIR to 90 days and for housing development projects with at least 49% of the units affordable to very low or low-income households to 60 days. The take-away from all of this is that most projects must be reviewed in a 60 day period.

Commissions and Sub-Committees

The Marina Municipal Code (MMC) Chapter 2.12 establishes four commissions that are advisory to the City Council on various matters. The Planning Commission is the advisory body regarding the overall coordination of land use in the city. The Planning Commission has two subcommittees, the Site and Architectural Design Review Board (DRB or Design Review Board) and the Tree Committee.

The DRB is established under MMC Chapter 17.50.020 along with the terms and qualifications for the members. MMC Chapter 17.51.090 establishes the Tree Committee and terms and qualifications of its members.

Both the Tree Committee and the DRB are required to be established and their members appointed on an annual basis by the City Council upon recommendation from the Planning Commission. Although the annual appointment of members of both committees have occurred fairly consistently, the actual yearly establishment of the committees has not been consistent, if ever done at all, since the establishment of the committees.

Design Review Board

The DRB meets monthly and is a five-person board responsible for the review of all development projects for recommendation to the Planning Commission. Three of the members are members of the public-at-large (one of whom may reside outside of the city). One member is a Tree Committee member and one member is a Planning Commissioner.

Design review is required for the following projects:

- public buildings and grounds;
- public and private schools;
- colleges, libraries, art galleries, and museums;
- public and private hospitals and other institutions;
- churches and other religious buildings and grounds;
- clubs, lodges, mortuaries, meeting halls, and other places of public assembly;
- motels and hotels;
- office buildings;
- all commercial and industrial uses;
- mobile home parks;
- parking lots;
- public utility structures and installations, except poles and towers carrying overhead lines;
- more than one dwelling unit on a single parcel;
- one dwelling unit on a single parcel where said parcel abuts upon and has legal access to two or more non-intersecting public streets; and,
- civilian reuse projects.

The DRB also has final approval authority for all signs in the City that require sign permits.

Tree Committee

The Tree Committee meets quarterly and is a five-person board. Three of the members are members of the public-at-large (one of whom may reside outside of the city). One member is a DRB member and one member is a Planning Commissioner.

The Tree Committee is responsible for:

- Reviewing required tree removal permit application materials and providing recommendation to staff or to the Planning Commission on removal, mitigation measures, and conditions of approval;
- Reviewing landmark tree designation proposals and providing recommendation to the Planning Commission;
- Reviewing projects for consistency with tree preservation ordinance;
- Reviewing and possibly preparing lists of preferred species for street trees and trees to be included in required landscape plans; and,

- Supporting purpose and intent of the tree ordinance.

Administrative Review versus Committee/Commission Review

Design Review Permits

All design review applications are required to be reviewed by the DRB for a recommendation to Planning Commission except in the circumstances outlined below. Since the DRB meets monthly, the timing of the scheduling of DRB and subsequent Planning Commission review of applications can be lengthy. In situations where the DRB continues an application, additional months could be added to the review process.

The application fee for DRB review is \$7,775 because of the two-part process. There is no differentiation between projects that are major or minor; all applications for DRB review have the same fee.

The Citywide Design Guidelines outline types of changes to previously approved projects that can be reviewed administratively by Planning staff, as follows:

- the repainting of any buildings or site improvements which differ from the approved project colors,
- any building additions or external building modifications whether or not such modifications required a building permit,
- any change in the configuration of lawn, planting areas, and/or hard surfaced areas as shown on approved site plan,
- the removal of any plant material shown on approved planting plans without the replacement of said plant material with identical plant material in the same general location, or
- the trimming of any trees or shrubs in any unnatural forms such as topiaries which were not specifically shown or noted on approved plans.

The application fee for administrative review is \$1,010 for major projects and \$340 for minor projects. The difference between a major and minor project is not defined.

Sign Permits

All signs are required to be reviewed and approved by the DRB. The action of the DRB on signs is appealable to the Planning Commission. There is no administrative process for staff review of signs, however, minor modifications to existing signs and new signs proposed under an existing sign programs have been reviewed by staff for many years.

The application fees for signs are as follows:

Sign Program Review	\$2,945
Sign Program Amendment	\$1,620
Sign Permit Review	\$1,535
Administrative Sign Review	
With Sign Program	\$110
Without Sign Program	\$285

In most jurisdictions, signs that meet the standards and guidelines adopted by the jurisdiction can be approved administratively and only those signs that do not meet the standards and guidelines would be reviewed in a public setting.

Tree Removal Permits

All healthy trees within the City of Marina over a DBH (Diameter at Breast Height) of six inches are protected with certain exceptions. In general, removal of a healthy tree within the City requires a tree removal permit.

If the removal of a tree is subject to a tree removal permit, an applicant applies for the permit and pays the associated fee. In most cases, applicants are required to submit a report from a qualified arborist that includes the trees to be removed, the health of the tree, any risks associated with the tree (i.e. danger to life or property), and recommendations for replacement. An applicant may also request that the City hire the arborist to prepare the report at the applicant's expense.

The Tree Committee reviews landmark tree nominations for a recommendation to the Planning Commission and tree removal permit requests that are not eligible for staff review. For tree removal permit requests, the Tree Committee makes a recommendation to the Community Development Director for tree removal permits not associated with a development and to the Planning Commission for tree removal associated with a development.

The applicant fees for tree removal and landmark tree requests are as follows:

Landmark Tree Nomination	No fee
Administrative Tree Removal	\$505 (Note: there is no process for administrative tree removal)
Major Tree Removal	\$1,335 per application plus \$110 for every additional 10 trees after the first 10 trees

ANALYSIS:

Many of the project applications submitted to the City are minor and involve only DRB and Planning Commission review. More complex projects may require review by the Tree Committee, DRB, Planning Commission and City Council for a minimum of four meetings. If any of the bodies continue a project, the number of meetings can increase substantially.

The State requirement that the City only apply objective standards to housing projects, including mixed-use projects, will eliminate any ability for any decision-making body to make decisions based on subjective standards or personal opinion. Therefore, the City may only deny housing project or reduce the proposed density of a project that does not meet written objective standards or that pose a health and safety risk.

Typically, it will take a minimum of 21-28 days to post required notices and agendas, prepared reports and schedule and hold DRB and Tree Committee meetings. Additionally, it will take another 21-28 days to post required notices and agendas, prepare reports, and schedule and hold Planning Commission meetings. Continued meetings will take additional time.

If the City Council wants to retain the ability to review and make decisions regarding housing development projects, our plan development review process must be streamlined, which was the intent of SB 330.

In light of the new laws, the City Council should consider the following:

1. Suspend the reestablishment of the Tree Committee and Design Review Board and defer all responsibilities of the two committees to the Planning Commission; or,

2. Dissolve the Tree Committee and Design Review Board by not reestablishing the Committees, defer all responsibilities of the two committees to the Planning Commission, and direct staff to return to the City Council with amendments to the Municipal Code to reflect the dissolution.
3. Dissolve the Tree Committee and Design Review Board, and as Planning Commissioners are appointed in the future consider specific skills such as an architect, a design professional, a certified arborist, or similar types of appointments to help ensure that concerns related to design and the urban forest are considerations in decisions.
4. Work with the Planning Commission in the development of policy in the form of design standards, and zoning ordinance amendments relating to design and trees.
5. Retain the status quo.

ENVIRONMENTAL REVIEW:

The City of Marina Planning Division determined that the action of the City Council on this matter is not a project under the California Environmental Quality Act.

FISCAL IMPACT:

The fiscal impacts to the City include reviewing and processing of applications. The City has prepared a fee study that includes recommended fees to cover these costs.

The action by the City Council will have a positive fiscal impact in that the number of public meetings for project will be reduced, thereby reducing non-exempt employee staff costs, costs to the City for media production (Access Monterey Peninsula) and printing and paper costs.

CONCLUSION:

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

Respectfully submitted,

Christy Hopper, Planning Service Manager
Community Development Department
City of Marina

REVIEWED/CONCUR:

J. Fred Aegerter
Community Development Director
City of Marina

Layne P. Long
City Manager
City of Marina

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 21, 2020

**RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2020-
, ESTABLISHING A STABILIZING LOAN PROGRAM FOR RESIDENTS OF
THE CITY IN RESPONSE TO THE COVID-19 PANDEMIC, VESTING
DISCRETION IN THE CITY MANAGER, CITY FINANCE DIRECTOR AND
CITY ATTORNEY TO MAKE REQUIRED CHANGES TO THE PROGRAM
GUIDELINES NECESSARY TO IMPLEMENT AND ADMINISTER THE
PROGRAM, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY
AGREEMENTS AND PROMISSORY NOTES NECESSARY TO
IMPLEMENT THE PROGRAM, AND AUTHORIZING THE FINANCE
DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY
ENTRIES**

REQUEST: The City Council consider

- 1) Adopting Resolution No. 2020-, establishing a stabilizing loan program for residents of the city in response to the COVID-19 pandemic, vesting discretion in the City Manager, City Finance Director and City Attorney to make required changes to the Program Guidelines necessary to implement and administer the program, and
- 2) Authorizing the City Manager to execute any agreements and promissory notes necessary to implement the program, and
- 3) Authorizing the Finance Director to make necessary accounting and budgetary entries

BACKGROUND:

In response to the dramatic and wide-spread economic effects of the COVID-19 shelter in place health orders, the City Council directed that a relief loan program be developed for both residents and local businesses. The Council directed that \$100,000 be set-aside for both programs, \$100,000 for resident and \$100,000 for local business relief loan programs.

The following materials are included in this staff report Council's review and approval:

- A program summary;
- A detailed loan requirements sheet;
- A loan application; and,
- A promissory note.

ANALYSIS:

The City does not have unlimited resources. In fact, the City's resources will be substantially curtailed as the whole communities, economic resources diminish. However, the intent of this program is to provide a lifeline, particularly to those who may not easily or at all qualify for other programs. The proposed residential program is as follows:

The basic details of the residential loan program are the following:

Program

Total Funding: \$100,000

Source: General Fund

Decision Authority: City Determination is final. Additional applications on changed circumstances may allow additional applications.

Loan Terms

Maximum Loan: \$2,000 per household

Basis of Loan Amount: Documented delinquent bills for rent, utilities, or mortgage on property located in Marina for a primary residence.

Interest Rate: 0% if repaid within one year of funding of loan; or, 3% from loan's funding

Loan Qualifications

1. Must be a resident of the City Marina as of January 1, 2020
2. Must have a household income of less than 60% of the Monterey County Median, adjusted for household size; **or, non-discretionary debt (mortgage, one car payment) more than 25% of monthly income.**
3. Must have had economic damage due to the COVID-19 event due to unemployment or reduction of hours in excess of 50% of work income.

Staff would recommend Council consider the following revisions to the program:

- 1) Remove the ability to qualify due to non-discretionary debt more than 25% of monthly income; or, allow such to qualify after May 31, 2020.
- 2) Provide a Maximum Term: 36 months
- 3) Provide a Minimum payment: 1/20 of original loan, commencing no later than 1 year after loan funding.

Due to the shortness of time, a package for the business loan program was not developed by agenda publishing times. However, that package will be present to Council and the public as soon as the materials are developed but no later than the Council meeting. The intent is to make the two programs look similar.

FISCAL IMPACT:

These two programs may cost the City up to \$200,000 if the loans are not paid back.

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

SOURCE OF FUNDING: General Fund

Attachments:

- program summary
- detailed loan requirements sheet
- loan application
- promissory note

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA ESTABLISHING A STABILIZING LOAN PROGRAM FOR RESIDENTS OF THE CITY IN RESPONSE TO THE COVID-19 PANDEMIC, VESTING DISCRETION IN THE CITY MANAGER, CITY FINANCE DIRECTOR AND CITY ATTORNEY TO MAKE REQUIRED CHANGES TO THE PROGRAM GUIDELINES NECESSARY TO IMPLEMENT AND ADMINISTER THE PROGRAM, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS AND PROMISSORY NOTES NECESSARY TO IMPLEMENT THE PROGRAM, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, on March 13, 2020, the City Manager in his role as the Director of Emergency Services, issued a “Proclamation of a Local Emergency Related to the COVID-19 (Coronavirus) pandemic; and

WHEREAS, the impacts from the COVID-19 virus; the associated measures to protect public health; and local, regional, and national orders for residents to shelter in their places of residence has had a dramatic negative effect on many resident’s financial resources with many residents experiencing, or expecting to experience soon, sudden and unexpected loss of income; and

WHEREAS, many residents face destabilized housing situations due to the impacts of the COVID-19 pandemic which has created undue hardship for residents due to a lack of alternative housing; and

WHEREAS, individuals most impacted may need a very rapid response from local agencies, lenders, and support providers to survive these impacts; and

WHEREAS, further economic impacts are anticipated which may further inhibit City residents from fulfilling their financial obligations such as paying rent or a mortgage, utility charges and other non-discretionary financial commitments; and

WHEREAS, it is in the community’s interest to support residents of the City of Marina by ensuring adequate access to capital while other sources of state and federal funding are pending; and

WHEREAS, the City has One Hundred Thousand dollars available in its Emergency Fund which could be budgeted to fund the Stabilizing Loan Program for Residents; and

WHEREAS, the Stabilizing Loan Program for Residents is necessary to protect the health, safety, and welfare of the citizens of Marina; and

WHEREAS, the Stabilizing Loan Program for Residents is to be effective as of April 21, 2020; and

WHEREAS, COVID-19 therefore has and will continue to cause conditions of peril to the health, safety, and welfare of City of Marina residents.

NOW, THEREFORE, be it resolved by the City Council of the City of Marina that:

- A. The City Council hereby finds and determines that the above-described conditions and the conditions described in the Proclamation of Local Emergency related to the COVID-19 outbreak warrant and necessitate the creation of the Stabilizing Loan Program for Residents and the establishment of this Program is in furtherance of a public purpose and in the best interest of the public.
- B. The City Council hereby finds and determines that the commitment of funds to the Stabilizing Loan Program for Residents will not affect or detrimentally impact maintaining a revenue structure adequate to meet the City's financial requirements for the execution of balanced programs and the basic level of City services necessary to carry out the duties, obligations and mandates required by the Home Rule City Charter of the City of Marina.
- C. The City Council hereby finds and determines that residents' preparations for, response to, mitigation of, and recovery from the spread and impact of COVID-19 and the responses thereto require the City to divert resources from normal-day-to-day operation.
- D. The Stabilizing Loan Program for Residents is hereby established and funded with \$100,000 from the Emergency Fund in accordance with the program guidelines set forth in the COVID-19 Marina Resident Loan Requirements attached as Exhibit A to this Resolution.
- E. The City Council hereby vests discretion in the City Manager, City Finance Director and City Attorney to make required changes to the program guidelines necessary to effectively implement and administer the program.
- F. The City Manager is authorized to execute any agreements necessary to implement the Stabilizing Loan Program for Residents with all necessary expedience commensurate with the urgency of the COVID-19 impact on the local economy including, but not limited to, loan agreements and promissory notes.
- G. The Finance Director is authorized to make necessary accounting and budgetary entries.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 21st day of April 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

Residential Loan Program Summary

Program

Total Funding: \$100,000

Source: General Fund

Decision Authority: City Determination is final. Additional applications on changed circumstances may allow additional applications.

Loan Terms

Maximum Loan: \$2,000 per household

Basis of Loan Amount: Documented delinquent bills for rent, utilities, or mortgage on property located in Marina for a primary residence.

Interest Rate: 0% if repaid within one year of funding of loan; or,
3% from loan's funding

Qualifications

1. Must be a resident of the City Marina as of January 1, 2020
2. Must have a household income of less than 60% of the Monterey County Median, adjusted for household size; **or, non-discretionary debt (mortgage, one car payment) more than 25% of monthly income.**
3. Must have had economic damage due to the COVID 19 event due to unemployment or reduction of hours in excess of 50% of work income.



COVID-19 MARINA RESIDENT LOAN REQUIREMENTS

1. Applicant must be an individual and a resident of the City of Marina as of January 1, 2020 and as of the date of submission of the loan application to the city.
2. **Applications to be submitted to the City with supporting documentation on or before May 31, 2020, or award of loans totaling \$100,000.00, whichever occurs first. Completed applications will be processed on a first come, first served basis.**
3. Applicant's employment must have been terminated or hours of employment reduced by at least 50% within the employee's pay period (e.g., weekly, biweekly, semi-monthly) solely due to the Coronavirus. If self-employed, applicant will be required to provide proof of loss of income due to temporary business closure to comply with State and County mandates or other direct Coronavirus causation.
4. Applicant's income at the time of applying for the loan must be no more than 60% of the median income for Monterey County, or proof of the resident's indebtedness must establish that the non-discretionary indebtedness exceeds 25% of the household's monthly revenue. Credit card/ debits shall not be considered indebtedness that is non-discretionary except as to that portion of the indebtedness that the city determines is non-discretionary (food, utilities, rent, etc.).
5. Applicant must provide proof of delinquency in rent, mortgage, or utilities for residential property (a) located in the City of Marina, and (2) which is applicant's primary residence. **Loan award shall be premised on need and shall not exceed \$2,000 per resident and per household.**
6. Loans to be paid back to the City (a) on or before May 31, 2021, or (b) within one (1) year of disbursement, whichever is earlier. Failure to repay the loan as of the due date shall result in interest on the loan from the date of disbursement at the rate of 3% per annum and shall continue to accrue on the unpaid balance until paid in full.
7. **Only one resident per residential living unit shall be eligible for the loan, however income of all adults in the living unit will need to be disclosed and will be taken into consideration.** Proof of income shall be submitted with the application. Acceptable proof of income shall include Federal and State Income tax returns filed for 2019, 2019 Form W2 and Form 1099, pay stubs evidencing year to date income for 2020.
8. Proof of any unemployment award or other Coronavirus relief received or to be received is to be provided with the application.
9. Applications are to be in writing and submitted, along with all supporting documentation, to the City of Marina by email to: residentloanapp@cityofmarina.org or by US mail or personal delivery to:
Marina City Hall, Attn: Finance Dept, 211 Hillcrest Avenue, Marina CA 93933
10. All decisions by Marina on loan approval are final. However, a resident may reapply if conditions change for the applicant.
11. All information provided will be maintained confidential.



COVID-19 MARINA RESIDENT LOAN CHECKLIST

- ☐ Provide proof of primary residency within the City of Marina as of January 1, 2020. Acceptable proof includes:
 - Copy of Driver's License; or,
 - Copy of signed residential lease where you are listed; or,
 - Copy of utility bill showing your name and address
- ☐ Proof of loss of income. Acceptable proof includes:
 - Any notice provided from your place of employment explaining loss of hours; or,
 - Layoff notices; or,
 - Pay stubs from before and after the reduction in hours; or,
 - Unemployment award letter.

--- or --
- ☐ Proof of non-discretionary indebtedness must exceed 25% of household's monthly revenue.
- ☐ Qualifying loan amount: Proof of indebtedness could be delinquency in rent, mortgage, or utilities. Does not include credit card debt or other discretionary debt. Acceptable proof includes:
 - Late notices or
 - Rent statements or
 - Utility bill showing past due amount
- ☐ Proof of qualifying income of all adults living at the residence. Acceptable proof includes:
 - Federal or State Income Tax returns filed for 2019; or,
 - 2019 Form W-2 and/or Form 1099; or,
 - Pay stubs evidencing year to date income for 2020.
 - Income at the time of applying must be no more than 60% of the median income for Monterey County: <https://monterey.org/Services/Community-Development/Housing/Annual-Income-Limits>

Median Income for Monterey County	As of 4/16/2020 (60% of HCD Published AMI)
Household Size	Income
1	\$31,110
2	\$35,580
3	\$40,020
4	\$44,460
5	\$48,030

- ☐ Submit application on or before May 31, 2020 with supporting documentation.



CITY OF MARINA
211 Hillcrest Avenue
Marina, California 93933
Residentloanapp@cityofmarina.org

COVID-19 MARINA RESIDENT LOAN APPLICATION

1. First and Last Name: _____
2. Address: _____
3. Phone Number: _____
4. Email: _____
5. Household size including self:
 - a. Adults _____
 - b. Dependents (18 and under) _____

ALL ITEMS BELOW REQUIRE SUPPORTING DOCUMENTATION

6. Requested Loan amount, up to \$2,000: _____

Delinquent Rent or Mortgage Amounts	_____
Delinquent Utilities	_____
Other (Describe)_____	_____
Total (\$2,000 Maximum)	_____

7. Are you a resident of the City of Marina as of January 1, 2020 and as of the date of submission of this loan applicant? ☐ Yes
8. Solely due to Coronavirus (Covid-19):
 - a. Has your employment been terminated? ☐ Yes
--- **or** ---
 - b. Have your hours of employment reduced by at least 50% during the pay period? ☐ Yes – please provide supporting documentation
--- **or** ---
 - c. If self-employed – have you suffered loss of business? ☐ Yes
9. Income limitations (based on all adults in the living unit):
 - a. Is the household income equal to or less than 60% of the median income for Monterey County as shown by the chart on the checklist? ☐ Yes
--- **or** ---
 - b. Does your non-discretionary indebtedness debt service exceed 25% of the household income? ☐ Yes
10. Have you received, or will receive ☐ unemployment benefits or ☐ other Coronavirus relief?



CITY OF MARINA
211 Hillcrest Avenue
Marina, California 93933
Residentloanapp@cityofmarina.org

11. Additional comments:

12. Signature: _____ and Date: _____

NOTE: PLEASE ATTATCH DOCUMENTATION FOR THE FOLLOWING TO THE LOAN APPLICATION:

- Delinquent bills justifying loan
- Proof of residency
- Proof of economic injury
- Proof of income loss
- Proof of unemployment or loss of income

City of Marina – Stabilizing Loan Program for Residents
PROMISSORY NOTE

Marina, California

\$_____ [the “Principal Sum”] _____ 2020
[the “Date of Disbursement”]

This Promissory Note (the "Note") dated _____, 2020, is made by and between the City of Marina, a California municipal corporation ("Holder") and _____ [name of borrower] ("Maker").

1 **Payment Covenant.** For value received, Maker promises to pay to Holder, the Principal Sum of _____ (\$_____) and any interest that may accrue pursuant to this Note.

2. **Payments.** Payment in full of Principal Sum in the total amount of \$_____ is due on or before May 31, 2021 or within one (1) year of the Date of Disbursement, whichever is earlier (the "Due Date").. Payment shall be deemed late if received after the Due Date..

3 **Interest.** Interest on the loan shall commence on the day following the Due Date and will accrue at the rate of three percent (3%) per annum calculated from the Date of Disbursement and will continue to accrue on the unpaid balance until this Note is paid in full..

4. **No Prepayment Penalty.** Maker may prepay the principal due hereunder at any time prior to the Due Date without premium or penalty.

5. **Default; Acceleration.** The following events and conditions shall constitute a default ("Default") under this Note:

(a) Maker fails to make any payment due under this Note; or

(b) Any of the representations or warranties of Maker set forth herein or in the COVID-19 Marina Resident Loan Application (the “Application”) submitted by Maker proves materially false or misleading.

If a Default occurs under this Note, Holder shall provide written notice to Maker of failure to receive such payment or of a materially false or misleading statement in the Application. If payment is not made within ten (10) days of receipt of said notice, Maker shall be in Default under this Note. If Maker is in Default under the Note, then Holder may, at its sole option, declare all sums owing under this Note immediately due and payable.

6 **Attorneys' Fees.** If either party commences an action against the other to interpret or enforce any of the terms of this Note or because of a breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses, and court costs and other costs of an action incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment.

7. **Notice.** Any notices required or permitted to be given hereunder shall be sufficient if in writing and if sent by certified mail, return receipt requested, to the address of the party set forth below, or as subsequently modified by written notice: Holder:

The City of Marina
211 Hillcrest Avenue
Marina, CA 9393
Attn: Finance Director

Maker: _____ [Name]
_____ [Address]

Attn: _____

8. **No Waivers.** No previous waiver and no failure or delay by Holder in acting with respect to the terms of this Note shall constitute a waiver of any breach, Default or failure of condition under this Note. A waiver of any term of this Note must be made in writing and shall be limited to the express written terms of such waiver.

9. **Time is of the Essence.** Time is of the essence for each and every obligation under this Note.

10. **Counterparts.** This Note may be executed in one or more counterparts, and when so executed, each counterpart shall be deemed to be an original, and said counterparts together shall constitute one and the same instrument.

11. **Binding Nature.** This Note shall be binding upon and inure to the benefit of the parties hereto. Neither party may assign or transfer any rights or obligations under this Note without the prior written consent of the other party, which consent shall not be unreasonably withheld. If this Note is executed by more than one person or entity as Maker, the obligations of each such person or entity shall be joint and several.

MAKER:

By: _____

Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF _____)SS
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ Affix appropriate seal above