



AGENDA

Tuesday, September 21, 2021

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

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. For the hearing impaired, the City provides a "Live Transcription" option in the Zoom meeting. To view the Live Transcription, please click on the button title "Live Transcription" at the lower portion of the screen.

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)

Cristina Medina Dirksen, David Burnett, Lisa Berkley, Mayor Pro-Tem/Vice Chair Kathy Biala, 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, four case of existing litigation pursuant to paragraph (1) of subdivision (d) of CA Govt. Code Section 54956.9: (1) Appeal No. A-3-MRA-19-0034 by California American Water Company, et. al., to the California Coastal Commission over Denial by the City of Marina for a Coastal Development Permit for Construction of Slant Intake Wells for the Monterey Peninsula Water Supply Project; (2) City of Marina and Marina Groundwater Sustainability Agency v. County of Monterey; Monterey County Board of Supervisors; County of Monterey Groundwater Sustainability Agency; California Department of Water Resources (DWR); and Director Karla Nemeth in her official capacity, Monterey County Superior Court Case No. 19CV005270; (3) City of Marina v. RMC Lonestar, RMC Pacific Materials LLC, California-American Water Company, Marina Coast Water District, and Monterey County Water Resources Agency, Monterey County Superior Court Case No. 20CV001387; and (4) California-American Water Company v. All Persons Interested in the Validity of the City of Marina Groundwater Sustainability Agency's Sustainability Plan for the Marina GSA Area of the 180-/400-foot Aquifer Subbasin; City of Marina; City of Marina Groundwater Sustainability Agency and does 1-50; (5) City of Marina, et al. v. All Persons Interested in the Validity of the Monterey County Groundwater Sustainability Plan, Monterey County Superior Court Case No. 21CV000493."

- b. Labor Negotiations
 - i. Marina Employee Association
 - ii. Marina Professional Fire Fighters Association
 - iii. Marina Public Safety Managers Association
 - iv. Marina Middle Manager Association
 - v. Directors
 - i. Community Development Director
 - ii. Finance Director
 - iii. Fire Chief
 - iv. Police Chief
 - v. Public Works Director
 - vi. Recreation & Cultural Services Director
 - vii. Assistant City Manager

City Negotiators: Layne P. Long, City Manager and Employee Relations Officer

- c. Conference with Legal Counsel, one case of existing litigation pursuant to paragraph (1) of Subdivision (d) of CA Govt. Code Section 54956.9: City of Marina v. A Taste of Elegance, LLC, Monterey County Superior Court Case No. 21CV001554.
- d. Real Property Negotiations
 - i. Property: Building 533, Suite 1, 721 Neeson Road, APN 031-12-024
Negotiating Party: Skydive Monterey Bay, Inc.
Negotiator(s): City Manager
Terms: Price and Terms
 - ii. Property: Building 535, 711 Neeson Road, APN 031-112-125
Negotiating Party: Light & Motions Industries, Inc
Negotiator(s): 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:**
 - a **Introduction of Juan Lopes, New Finance Director**
 - b **Recreation Announcements**
- 6. **SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR:** *Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council's jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council.*

7. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*
8. CONSENT AGENDA: *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*
 - a. ACCOUNTS PAYABLE:
 - (1) Accounts Payable Check Numbers 98268-98466, totaling \$1,316,992.75
Successor Agency Accounts Payable EFT & Check Number 70, totaling \$497.50
 - b. MINUTES:
 - (1) August 3, 2021, Regular City Council Meeting
 - (2) August 10, 2021, Special City Council Meeting
 - (3) August 17, 2021, Special City Council Meeting
 - (4) August 17, 2021, Regular City Council Meeting
 - c. CLAIMS AGAINST THE CITY:
 - (1) City Council Rejection of Claim - staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Marina Aviation, LLC for a claim received on September 3, 2021.
 - d. AWARD OF BID: None
 - e. CALL FOR BIDS: None
 - f. ADOPTION OF RESOLUTIONS:
 - (1) City Council consider adopting Resolution No. 2021-, supporting the Blue Zones project to improve well-being and economic vitality sponsored by Salinas Valley Memorial Healthcare System, Taylor Farms and Montage Health.
 - g. APPROVAL OF AGREEMENTS
 - (1) City Council consider adopting Resolution No. 2021-, approving the creation of public utility easements on City properties for utility improvements benefiting Opportunity Site 1A within the Specific Plan boundaries of The Dunes on Monterey Bay development project subdivision (formerly University Village) subject to the technical approval of the legal descriptions by the City Engineer; and authorizing the City Clerk to record a certified copy of the resolution in the Monterey County office of the County Recorder.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS:

- (1) City Council consider adopting Resolution No. 2021-, approving the Final Map and Public Improvement Agreement between the City of Marina and Peter Taormina for the Via Del Mar Subdivision located at the southeast corner of Abdy Way and Healy Avenue (APN 033-011-006); and authorize the City Manager to execute the Public Improvement Agreement on behalf of the City subject to final review and approval by the City Attorney.

j. REPORTS: (RECEIVE AND FILE): None

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

9. PUBLIC HEARINGS: ***9a public hearing only to open at 8:00pm***

- a. City Council open a public hearing and taking testimony from the public and regarding the 2021-2022 City Council redistricting process and to receive public input on district boundaries and Communities of Interest and a report on the redistricting process and permissible criteria to be considered to redraw City Council election district boundaries.
- b. City Council of the City of Marina to Open a Public Hearing, Take Any Testimony from the Public, and introducing and Read by title only Ordinance 2021-, deleting definitions for “dwelling unit, secondary” (17.04.291) and “guest house” (17.04.380) and amending the R-1(17.06.020 and 050), R-2 (17.08.020 and 050), and 050) R-3 (17.10.020 and 050), and R-4 (17.12.020 and 050), zoning districts, removing the terms “guest house and secondary dwelling), amending 17.42.A.3.d.i to allow for accessory dwelling units of over 16’ in height in certain circumstances, and 17.4.A.3.f.iii. ***Continued from September 8, 2021***

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).

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

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

13. ADJOURNMENT:

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 6:30 p.m., Friday, September 17, 2021.

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 2021 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, October 5, 2021
Tuesday, October 19, 2021

Tuesday, November 2, 2021
Tuesday, November 16, 2021

Tuesday, December 7, 2021
Tuesday, December 21, 2021

* Regular Meeting rescheduled due to Monday Holiday

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

CITY HALL 2021 HOLIDAYS
(City Hall Closed)

Veterans Day ----- Thursday, November 11, 2021
Thanksgiving Day ----- Thursday, November 25, 2021
Thanksgiving Break ----- Friday, November 26, 2021
Winter Break ----- Friday, December 24, 2021-Friday, December 31, 2021

2021 COMMISSION DATES

<p>Upcoming 2021 Meetings of Design Review Board 3rd Wednesday of every month. Meetings are held at the Council Chambers at 6:30 P.M. ** = Change in location due to conflict with Council meeting</p>

October 21, 2021

November 18, 2021

December 16, 2021

<p>Upcoming 2021 Meetings of Economic Development Commission 3rd Thursday of every month. Meetings are held at the Council Chambers at 4:00 P.M.</p>
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October 15, 2021

November 19, 2021

December 17, 2021 (Cancelled)

<p>Upcoming 2021 Meetings of Planning Commission 2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.</p>

September 24, 2021

October 8, 2021
October 22, 2021

November 12, 2021
December 10, 2021

<p>Upcoming 2021 Meetings of Public Works Commission 3rd Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.</p>
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October 15, 2021

November 19, 2021

December 17, 2021 (Cancelled)

**Upcoming 2021 Meetings of Recreation &
Cultural Services Commission**

1st Wednesday of every quarter month. Meetings are held at the Council Chambers at 6:30 P.M.

December 2, 2021

Upcoming 2021 Meetings of Marina Tree Committee

2nd Wednesday of every quarter month as needed. Meetings are held at the Council Chambers at 6:30 P.M.

October 14, 2021

AP Check Register 08-20-21

Bank Account: 905 - Chase - Checking

Batch Date: 08/20/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	08/20/2021	98268	Accounts Payable	Ace Hardware		75.18
	Invoice		Date	Description		Amount
	079328		07/14/2021	keys		13.04
	079345		07/16/2021	grill supplies		49.10
	079449		07/28/2021	key cut		13.04
Check	08/20/2021	98269	Accounts Payable	Ace Hardware		22.92
	Invoice		Date	Description		Amount
	079547		08/06/2021	Airport Maintenance Supplies		8.73
	079550		08/06/2021	Bldg & Grnd - material & supply - Eye wash station		14.19
Check	08/20/2021	98270	Accounts Payable	Alliant Insurance Services		5,005.00
	Invoice		Date	Description		Amount
	166882		06/15/2021	Airport Liability Insurance 6/30/21 - 6/30/22		5,005.00
Check	08/20/2021	98271	Accounts Payable	Eddie Anderson		276.00
	Invoice		Date	Description		Amount
	09-10-21		09/10/2021	Per diem for IACP Conference		276.00
Check	08/20/2021	98272	Accounts Payable	AT & T		168.75
	Invoice		Date	Description		Amount
	07-27-21		07/27/2021	Internet Service 07/27/2021		150.58
	08-01-21		08/01/2021	South Field Office 08/01/2021		18.17
Check	08/20/2021	98273	Accounts Payable	Bill Fannin Fencing		388.00
	Invoice		Date	Description		Amount
	07-01-21		07/01/2021	Bldg & Grnd - material & supply - PS Bldg Gate		388.00
Check	08/20/2021	98274	Accounts Payable	California Department of Transportation		114.20
	Invoice		Date	Description		Amount
	SL220207		07/28/2021	Singals & Lighting (Reservation Road) (04/01/21 - 06/30/21)		114.20
Check	08/20/2021	98275	Accounts Payable	Coffman Associates		2,675.00
	Invoice		Date	Description		Amount
	20SP10-15		07/31/2021	Update Marina Operating Documents & Rent Study		1,000.00

Marina, CA LIVE
AP Check Register 08-20-21
 Bank Account: 905 - Chase - Checking
 Batch Date: 08/20/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	20EA13-6		07/31/2021	Marina Joby Aviation EA Phase 1		1,675.00
	08/20/2021	98276	Accounts Payable	Commercial Environment Landscape		3,333.33
	Invoice		Date	Description		Amount
Check	2796-0721		07/26/2021	Airport Landscape Services_Jul. 21		3,333.33
	08/20/2021	98277	Accounts Payable	Community Human Services		11,475.00
	Invoice		Date	Description		Amount
Check	08-11-21		08/11/2021	CHS JPA Allocation - FY 2021-2022		11,475.00
	08/20/2021	98278	Accounts Payable	CSG Consultants		39,542.50
	Invoice		Date	Description		Amount
Check	37827		07/13/2021	CSG Eng: Permits/Development (06/01/21 - 06/30/21)		27,445.00
	37839		07/13/2021	CSG Eng: Dunes Phase 2 - East (06/01/21 - 06/30/21)		12,097.50
	08/20/2021	98279	Accounts Payable	Dave's Repair Service		85.00
Check	Invoice		Date	Description		Amount
	33184		08/05/2021	Monthly Site Inspections		85.00
	08/20/2021	98280	Accounts Payable	Employment Development Department		701.00
Check	Invoice		Date	Description		Amount
	L1746877456		07/28/2021	Employment Development Department (2nd Quarter 2021)		701.00
	08/20/2021	98281	Accounts Payable	Faataualofa Hernandez		250.00
Check	Invoice		Date	Description		Amount
	08-07-21 vd		08/07/2021	Vince DiMaggio Refund		250.00
	08/20/2021	98282	Accounts Payable	FedEx		12.85
Check	Invoice		Date	Description		Amount
	7-459-94204		08/06/2021	Shipping 08/06/2021		12.85
	08/20/2021	98283	Accounts Payable	Ferguson Enterprise, Inc. # 1423		604.46
Check	Invoice		Date	Description		Amount
	9372343		07/23/2021	Bldg & Grnd - material & supply - PS Bldg		286.78
	9380100		07/28/2021	Bldg & Grnd - material & supply - Preston Park		317.68
Check	08/20/2021	98284	Accounts Payable	First Alarm		276.36

Marina, CA LIVE
AP Check Register 08-20-21
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 Batch Date: 08/20/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
	630971	08/15/2021		Alarm Monitoring - 3200 Del Monte Blvd - VDP		183.69
	628568	08/15/2021		Alarm Monitoring - Council Chambers Audio Room		92.67
Check	08/20/2021	98285	Accounts Payable	Gavilan Pest Control		82.00
	Invoice			Description		Amount
	0140346	08/03/2021		Gavilan Pest Control - Comm Ctr		82.00
Check	08/20/2021	98286	Accounts Payable	George T. Powell		1,200.00
	Invoice			Description		Amount
	08012021	08/01/2021		Parking Rental Fee 08/01/2021		1,200.00
Check	08/20/2021	98287	Accounts Payable	Home Depot Credit Service		87.37
	Invoice			Description		Amount
	08-02-21	08/02/2021		Bldg & Grnd - material & supply - Airport Fire Station 2		87.37
Check	08/20/2021	98288	Accounts Payable	Hub International Insurance Services		306.84
	Invoice			Description		Amount
	07-31-21	07/31/2021		July 2021 Insurance Fees		306.84
Check	08/20/2021	98289	Accounts Payable	J & M Aircraft Supply, Inc.		678.51
	Invoice			Description		Amount
	41730	08/04/2021		Airport Beacon Replacement Bulbs		678.51
Check	08/20/2021	98290	Accounts Payable	Jesse Muson		487.50
	Invoice			Description		Amount
	65	08/06/2021		Honey Bee colony removal - @ Hayes Circle		487.50
Check	08/20/2021	98291	Accounts Payable	Language Line, LLC		26.19
	Invoice			Description		Amount
	10277586	07/31/2021		interpretation 08/10/2021		26.19
Check	08/20/2021	98292	Accounts Payable	LC Action		1,172.13
	Invoice			Description		Amount
	429037	08/06/2021		COVID Commendation Bar 08/06/2021		1,172.13
Check	08/20/2021	98293	Accounts Payable	Mandell Municipal Counseling		928.00

Marina, CA LIVE
AP Check Register 08-20-21
 Bank Account: 905 - Chase - Checking
 Batch Date: 08/20/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice						
Check	06-07-21			Professional Services - Cannabis Matters - May 2021		Amount
	08/20/2021	98294	Accounts Payable	Marina Coast Water District		928.00
						599.45
						Amount
Check				000057000 073021	000057 000 - 3220 Imjin Road (07/01/21 - 07/30/21)	145.45
				000056041 073021	000056 041 - 3260 Imjin Rd, Fire Station 2 (07/01/21 - 07/30/21)	271.23
				000056049 073121	000056 049 - Imjin Road Uni (31 accts) (07/01/21 - 07/30/21)	182.77
	08/20/2021	98295	Accounts Payable	Microsoft		1,529.43
Invoice						
Check				Citywide MS Office 365 - August 2021		Amount
				Citywide MS Office 365 - August 2021		48.00
				Citywide MS Office 365 - August 2021		1,078.63
				Citywide MS Office 365 - August 2021		60.00
				Citywide MS Office 365 - August 2021		48.00
				Citywide MS Office 365 - August 2021		289.80
Check				Citywide MS Office 365 - August 2021		5.00
	08/20/2021	98296	Accounts Payable	Monterey Bay Office Products		380.20
Invoice						
Check				City Hall Copier Lease Payment - August 2021		Amount
	449796954			City Hall Copier Lease Payment - August 2021		380.20
Check	08/20/2021	98297	Accounts Payable	Monterey County Herald		198.87
						Amount
Check				Public Notice - Joby Environmental Assessment		198.87
	0006590484			Public Notice - Joby Environmental Assessment		1,031.89
Check	08/20/2021	98298	Accounts Payable	Monterey One Water		Amount
						Amount
				12-000192 073121	12-000192 - 3200 Del Monte Blvd (07/01/21 - 08/31/21)	34.84
				12-001627 073121	12-001627 - 211 Hillcrest Ave (07/01/21 - 08/31/21)	128.77
				12-001708 073121	12-001708 - 304 Hillcrest Ave (07/01/21 - 08/31/21)	32.19
				12-003949 073121	12-003949 - 209/213 Cypress Ave #032311033 (07/01/21 - 08/31/21)	69.68
				12-003245 073121	12-003245 - 0 Cardoza Ave-Abdy Way (07/01/21 - 08/31/21)	34.84
				12-003451 073121	12-003451 - 0 Seaside Ave & Reservation Rd (07/01/21 - 08/31/21)	34.84
				13-000183 073121	13-000183 - 4th Ave & DX Drive (07/01/21 - 08/31/21)	209.04
				13-000143 073121	13-000143 - 3220 Imjin Rd (07/01/21 - 08/31/21)	20.89

Marina, CA LIVE
AP Check Register 08-20-21
 Bank Account: 905 - Chase - Checking
 Batch Date: 08/20/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	13-000148_070121	07/31/2021		Sewer Service_B520		34.84
	13-000149_070121	07/31/2021		Sewer Service_B521		20.89
	13-000153_070121	07/31/2021		Sewer Service_B529		20.89
	13-000157_070121	07/31/2021		Sewer Service_B533		139.36
	13-000158_070121	07/31/2021		Sewer Service_B535		34.84
	13-000159_070121	07/31/2021		Sewer Service_B524		160.25
	13-000144_070121	07/31/2021		Sewer Service_B507		20.89
	13-000145_070121	07/31/2021		Sewer Service_B514		34.84
Check	08/20/2021	98299	Accounts Payable	Monterey Regional Waste Management District		20.00
	Invoice		Date	Description		Amount
	07-31-21		07/31/2021	Citywide - Dump Fees		20.00
Check	08/20/2021	98300	Accounts Payable	Tina Nieto		276.00
	Invoice		Date	Description		Amount
	09-10-21		09/10/2021	Per diem for IACP Conference		276.00
Check	08/20/2021	98301	Accounts Payable	Pacific Gas & Electric		480.33
	Invoice		Date	Description		Amount
	943-2.AUG21		08/11/2021	PG&E - 6150212943-2		75.66
	582-7.AUG21		08/11/2021	PG&E - 8161432582-7		134.64
	353-7.AUG21		08/11/2021	PG&E - 9930567353-7		80.30
	148-6.AUG21		08/11/2021	PG&E - 5593414148-6		189.73
Check	08/20/2021	98302	Accounts Payable	Patricia Garcia		250.00
	Invoice		Date	Description		Amount
	07-24-21 vd		07/24/2021	Vince DiMaggio Refund		250.00
Check	08/20/2021	98303	Accounts Payable	Pinnacle Healthcare		232.00
	Invoice		Date	Description		Amount
	295460		08/03/2021	Pinnacle Healthcare - Pre Emp Px		232.00
Check	08/20/2021	98304	Accounts Payable	Potter's Electronics		1,654.86
	Invoice		Date	Description		Amount
	32125		06/17/2021	teen center surveillance		544.30
	32126		06/17/2021	surveillance at youth center		600.56

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	32127		06/17/2021	surveillance at preston park		510.00
	08/20/2021	98305	Accounts Payable	Salinas Valley Ford		2,074.00
	Invoice		Date	Description		Amount
Check	81329		08/12/2021	Veh - Maint Parts & Supply - Ford Escape		2,074.00
	08/20/2021	98306	Accounts Payable	Shartsis Friese LLP		296,428.08
	Invoice		Date	Description		Amount
Check	5439698		06/30/2021	Professional Services - MPWSP - May 2021		113,122.70
	5441072		07/28/2021	Professional Services - MPWSP - June 2021		183,305.38
	08/20/2021	98307	Accounts Payable	Sierra Springs & Alhambra		58.36
	Invoice		Date	Description		Amount
Check	7266038 080621		08/06/2021	Water Cooler Rental and Replacement Water		58.36
	08/20/2021	98308	Accounts Payable	Tracnet		10,875.03
	Invoice		Date	Description		Amount
Check	1026		06/01/2021	Annual Maintenance 06/01/2021		10,875.03
	08/20/2021	98309	Accounts Payable	Tripepi, Smith & Associates, Inc.		12,478.50
	Invoice		Date	Description		Amount
Check	6645		07/31/2021	Redistricting Services - 2nd Milestone plus Website Work		12,478.50
	08/20/2021	98310	Accounts Payable	United Site Services		243.09
	Invoice		Date	Description		Amount
Check	114-12187663		07/16/2021	Toilet Rentals - Corner Beach Rd - De Forest		243.09
	08/20/2021	98311	Accounts Payable	W.W. Grainger, Inc.		287.75
	Invoice		Date	Description		Amount
Check	9005151478		07/28/2021	Eyewash Station yellow - Old Corp Yard		287.75
	08/20/2021	98312	Accounts Payable	Wallace Group, Inc.		14,890.25
	Invoice		Date	Description		Amount
Check	53893		08/06/2021	Program Management - Airport Capital Projects		8,393.02
	54001		08/11/2021	Wallace PM: On-Call Svc (06/01/21-06/30/21)		6,159.23
	54016		08/11/2021	Wallace PM: On-Call Svc (06/01/21-06/30/21)		338.00
EFT	08/20/2021	1739	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	2,422.50

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice						
	21-17			08/13/2021	Services 08-02/08-12-21	Amount 2,422.50
905 Chase - Checking Totals:						
	Checks:	45				
	EFTs:	1				
					Transactions: 46	\$413,962.18 \$2,422.50 \$416,384.68

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	08/27/2021	98313	Accounts Payable	2NDNATURE Software Inc.		3,482.00
	Invoice		Date	Description		Amount
	18-823-06		05/31/2021	2ndNature: Marina Reten Basin Annual -\Verna Pond HSR 2009.6300		3,482.00
Check	08/27/2021	98314	Accounts Payable	Ace Hardware		90.63
	Invoice		Date	Description		Amount
	079643		08/17/2021	Misc. Maintenance Tools.		53.50
	079696		08/23/2021	Misc. Maintenance Supplies		37.13
Check	08/27/2021	98315	Accounts Payable	Alameda County Sheriff's Office		2,094.00
	Invoice		Date	Description		Amount
	290131-0721-6945		07/28/2021	Motorcycle Course 07/28/2021		2,094.00
Check	08/27/2021	98316	Accounts Payable	American Supply Co.		325.84
	Invoice		Date	Description		Amount
	2941034		08/12/2021	Airport Janitorial Supplies		325.84
Check	08/27/2021	98317	Accounts Payable	Andon Laundrymat Service		32.50
	Invoice		Date	Description		Amount
	08-08-21		08/08/2021	Animal Shelter 08/08/2021		32.50
Check	08/27/2021	98318	Accounts Payable	Aramark Uniform Service		2,375.79
	Invoice		Date	Description		Amount
	511000067745		06/02/2021	Uniform Service - Public Works Crew		56.27
	511000067743		06/02/2021	Uniform Service - Public Works Crew		41.22
	511000067748		06/02/2021	Uniform Service - Public Works Crew		29.71
	511000064213		05/26/2021	Uniform Service - Public Works Crew		80.59
	511000064209		05/26/2021	Uniform Service - Public Works Crew		56.27
	511000064206		05/26/2021	Uniform Service - Public Works Crew		64.17
	511000064212		05/26/2021	Uniform Service - Public Works Crew		29.71
	511000060687		05/19/2021	Uniform Service - Public Works Crew		80.59
	511000060682		05/19/2021	Uniform Service - Public Works Crew		56.27
	511000060680		05/19/2021	Uniform Service - Public Works Crew		41.22
	511000060684		05/19/2021	Uniform Service - Public Works Crew		29.71
	511000057151		05/12/2021	Uniform Service - Public Works Crew		80.59

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	511000057148		05/12/2021	Uniform Service - Public Works Crew		56.27
	511000057147		05/12/2021	Uniform Service - Public Works Crew		41.57
	511000057150		05/12/2021	Uniform Service - Public Works Crew		29.71
	511000054051		05/05/2021	Uniform Service - Public Works Crew		80.59
	511000054048		05/05/2021	Uniform Service - Public Works Crew		56.27
	511000054047		05/05/2021	Uniform Service - Public Works Crew		40.87
	511000054050		05/05/2021	Uniform Service - Public Works Crew		29.71
	511000049808		04/28/2021	Uniform Service - Public Works Crew		80.59
	511000049804		04/28/2021	Uniform Service - Public Works Crew		56.27
	511000049797		04/28/2021	Uniform Service - Public Works Crew		64.17
	511000049807		04/28/2021	Uniform Service - Public Works Crew		29.71
	511000046101		04/21/2021	Uniform Service - Public Works Crew		29.71
	511000046103		04/21/2021	Uniform Service - Public Works Crew		80.59
	511000046099		04/21/2021	Uniform Service - Public Works Crew		56.27
	511000046094		04/21/2021	Uniform Service - Public Works Crew		64.17
	511000042957		04/14/2021	Uniform Service - Public Works Crew		80.59
	511000042956		04/14/2021	Uniform Service - Public Works Crew		29.71
	511000042955		04/14/2021	Uniform Service - Public Works Crew		56.27
	511000042953		04/14/2021	Uniform Service - Public Works Crew		40.87
	511000039282		04/07/2021	Uniform Service - Public Works Crew		80.59
	511000039277		04/07/2021	Uniform Service - Public Works Crew		29.71
	511000039275		04/07/2021	Uniform Service - Public Works Crew		56.27
	511000039271		04/07/2021	Uniform Service - Public Works Crew		123.72
	511000099408		07/28/2021	Uniform Service - Public Works Crew		46.05
	511000099406		07/28/2021	Uniform Service - Public Works Crew		40.87
	511000095297		07/21/2021	Uniform Service - Public Works Crew		80.59
	511000095288		07/21/2021	Uniform Service - Public Works Crew		46.05
	511000095286		07/21/2021	Uniform Service - Public Works Crew		40.87
	511000095291		07/21/2021	Uniform Service - Public Works Crew		29.32
	511000067749		06/02/2021	Uniform Service - Public Works Crew		80.59
	511000071807		06/09/2021	Uniform Service - Public Works Crew		29.71
	511000071802		06/09/2021	Uniform Service - Public Works Crew		41.22
Check	08/27/2021	98319	Accounts Payable	ARC Document Solutions		566.57
	Invoice		Date	Description		Amount

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Check	2472023		07/16/2021	ARC Inv - July 2021		283.61
	2461012		06/16/2021	ARC Inv - June 2021		282.96
	08/27/2021	98320	Accounts Payable	AT & T		109.58
	Invoice		Date	Description		Amount
Check	08-13-21		08/13/2021	AT&T 831-582-9957		109.58
	08/27/2021	98321	Accounts Payable	AT & T		639.82
	Invoice		Date	Description		Amount
	000016901263		08/13/2021	CALNET3-9391023436 (239-461-6578)		70.16
	000016908749		08/15/2021	CALNET3-9391023482 (884-0985)		23.32
	000016908751		08/15/2021	CALNET3-9391023485 (884-2573)		24.47
	000016908756		08/15/2021	CALNET3-9391023490 (884-9568)		43.28
	000016908757		08/15/2021	CALNET3-9391023491 (884-9654)		84.32
	000016908780		08/15/2021	CALNET3-9391023435 (237-267-6922)		183.16
	000016901300		08/13/2021	South Field Office 08/13/2021		166.16
	000016908745		08/15/2021	Internet Service 08/15/2021		44.95
	08/27/2021	98322	Accounts Payable	Avaya, Inc.		247.40
	Invoice		Date	Description		Amount
Check	2734471525		08/04/2021	CW - Phone System		247.40
	08/27/2021	98323	Accounts Payable	Bound Tree Medical		1,298.77
	Invoice		Date	Description		Amount
Check	84159843		08/09/2021	Digital Monitor, Self adjusting D-Bar Cuff		62.25
	84161738		08/10/2021	Digital Monitor, Self adjusting D-Bar Cuff		62.25
	84165449		08/12/2021	Advantage Basket Stretcher		1,174.27
	08/27/2021	98324	Accounts Payable	Branch's Janitorial		2,235.00
	Invoice		Date	Description		Amount
Check	228226		08/23/2021	Janitorial Service - Police/Fire/Airport August 2021		2,235.00
	08/27/2021	98325	Accounts Payable	California Department of Justice		1,121.00
	Invoice		Date	Description		Amount
Check	523903		08/12/2021	Fingerprints 08/12/2021		1,121.00
	08/27/2021	98326	Accounts Payable	Carmel Fire Protection Associates		4,925.00

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
	2021-P			Apartment Inspections		1,725.00
	121351			Plan review and inspection at Hampton Inn, 120 Reservation Road		200.00
	121372			Plan review and inspection at 434 Barcroft Way		200.00
	121373			Plan review and inspection at 436 Barcroft Way		200.00
	121374			Plan review and inspection at 438 Barcroft		200.00
	121375			Plan review and inspection at 441 Russell Way		200.00
	121376			Plan review and inspection at 2989 Arido Way		200.00
	121377			Plan review and inspection at 3014 Tyndall Way		200.00
	121378			Plan review and inspection at 3016 Tyndall Way		200.00
	121371			Plan review and inspection at 218 Reindollar Avenue		200.00
	121379			Plan review and inspection at 3012 Tyndall Way		200.00
	121380			Plan review and inspection at 3008 Tyndall Way		200.00
	121381			Plan review and inspection at 3010 Tyndall Way		200.00
	121382			Plan review and inspection at 3011 Pinos Way		200.00
	121383			Plan review and inspection at 3017 Pinos Way		200.00
	121384			Plan review and inspection at 454 Russell Way		200.00
	121385			Plan review and inspection at 452 Russell Way		200.00
Check	08/27/2021	98327	Accounts Payable	Cheryl Kent		960.00
	Invoice			Description		Amount
	2021-125			Code Enforcement Investigations		960.00
Check	08/27/2021	98328	Accounts Payable	Cintas Corporation		71.17
	Invoice			Description		Amount
	4093577467			Mat Service-Police/Fire 08/20/21		71.17
Check	08/27/2021	98329	Accounts Payable	Coffman Associates		1,299.50
	Invoice			Description		Amount
	20EA14-5			Marina Joby Aviation EA Phase 2		1,299.50
Check	08/27/2021	98330	Accounts Payable	Comcast		178.93
	Invoice			Description		Amount
	08-14-21			Teen Center Cable Fees		178.93
Check	08/27/2021	98331	Accounts Payable	Community Hospital of the Monterey Peninsula		27.00

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
Check	08-08-21			Client Submitter 08/08/2021		27.00
	08/27/2021	98332	Accounts Payable	Denise Duffy & Associates		59,036.90
	Invoice			Description		Amount
Check	7545			Professional Services - Ft. Ord Habitat Management - Apr-Jun2021		45,549.90
	7547			Professional Services - Ft. Ord Habitat Management - Apr-Jun2021		13,487.00
	08/27/2021	98333	Accounts Payable	Don Chapin Company, Inc.		64,531.12
	Invoice			Description		Amount
Check	221067*01			APR 1801 Annual Sis Resurf: Roadway Reconstruction-Flower Cir		64,531.12
	08/27/2021	98334	Accounts Payable	First Alarm		178.35
	Invoice			Description		Amount
Check	630973			Monitoring Service 08/15/2021		178.35
	08/27/2021	98335	Accounts Payable	Gavilan Pest Control		1,225.00
	Invoice			Description		Amount
Check	0140073			Airport Pest Control Services		1,150.00
	0140074			Airport Pest Control Services_B504		75.00
	08/27/2021	98336	Accounts Payable	Hinderliter, de Llamas & Associates		1,600.00
	Invoice			Description		Amount
Check	SIN010842			Cannabis Management Program - SGI Marina July 2021		1,600.00
	08/27/2021	98337	Accounts Payable	Kimley-Horn & Associates		6,216.00
	Invoice			Description		Amount
Check	097789008-0721			Preliminary Eng - CCIP R46B: Imjin Parkway Widening Project		6,216.00
	08/27/2021	98338	Accounts Payable	L.N. Curtis & Sons		698.48
	Invoice			Description		Amount
Check	INV515517			Labor & Travel, Servicing SCBA's with Posi Check		459.00
	INV516907			Low profile cart F/Advantage Resp		58.47
	INV517635			Medium Advantage 420 Respirator		181.01
Check	08/27/2021	98339	Accounts Payable	La Sirenita Tree Service		4,800.00
	Invoice			Description		Amount

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06-21-21			Trim 15 Cypress Trees Along Nesson Rd.		4,800.00
	08/27/2021	98340	Accounts Payable	M3 Environmental Consulting, LLC		35,027.00
	Invoice		Date	Description		Amount
Check	2134101			Hazardous Mat Inspections - HSF 2101 Blight Removal		35,027.00
	08/27/2021	98341	Accounts Payable	Mandell Municipal Counseling		116.00
	Invoice		Date	Description		Amount
Check	08-05-21			Professional Services - Cannabis Matters - July 2021		116.00
	08/27/2021	98342	Accounts Payable	Maria Angelica Garcia		250.00
	Invoice		Date	Description		Amount
Check	08-22-21 vd			Vince DiMaggio Refund		250.00
	08/27/2021	98343	Accounts Payable	Marina Coast Water District		2,860.43
	Invoice		Date	Description		Amount
Check	000056043.073021			Water Service_B524		163.61
	000056044.073021			Water Service_B520		145.45
	000056051.073021			Water Service_B533		341.13
	000056092.073021			Water Service_B527		1,154.38
	000056096.073021			Water Service_B554		108.66
	000056097.073021			Water Service_B507		432.01
	000056091.073021			South Field Office 07/30/2021		145.45
	000056025.081321			000056 025 - 327 Reind- Los Atb Sprt Comp (07/17/21-08/13/21)		66.52
	000056005.081321			000056 005 - Calif Ave. and Patton Pkwy (07/17/21-08/13/21)		85.60
	000056007.081321			000056 007 - Calif Ave Landscape (07/17/21-08/13/21)		85.60
	000056027.081321			000056 027 - Center Med/ROW Calif Ave (07/17/21-08/13/21)		70.45
	000056030.081321			000056 030 - Center Med. Reserv- Ramada Inn (07/10/21-08/08/21)		35.35
	000056087.080621			000056 087 - Center Median 3218 Crescent (07/10/21-08/08/21)		26.22
	08/27/2021	98344	Accounts Payable	Cristina Medina Dirksen		150.00
	Invoice		Date	Description		Amount
Check	08-19-21			Reimbursement - Event Registration MP Chamber of Commerce		150.00
	08/27/2021	98345	Accounts Payable	Monterey Bay Air Resources District		806.00
	Invoice		Date	Description		Amount

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	2796-073021		07/30/2021	Annual Renewal - 208 Palm Ave & 3040 Lake Ct - Toxics		806.00
	08/27/2021	98346	Accounts Payable	Monterey Bay Economic Partnership		5,000.00
	Invoice		Date	Description		Amount
Check	2079		07/28/2021	Annual Membership		5,000.00
	08/27/2021	98347	Accounts Payable	Monterey Bay Lovedpet		250.00
	Invoice		Date	Description		Amount
Check	2021-969859		07/20/2021	Disposal 07/20/2021		250.00
	08/27/2021	98348	Accounts Payable	Monterey County District Attorney		906.00
	Invoice		Date	Description		Amount
Check	MQ2100329		08/19/2021	Asset Forfeiture Adjudication 08/19/2021		906.00
	08/27/2021	98349	Accounts Payable	Monterey One Water		160.26
	Invoice		Date	Description		Amount
Check	12-000009 073121		07/31/2021	12-000009 - 208 Palm Ave (07/01/21 - 07/31/21)		139.37
	13-000152_070121		07/31/2021	Sewer Service_B527		20.89
Check	08/27/2021	98350	Accounts Payable	Richard Moreno		350.00
	Invoice		Date	Description		Amount
Check	09-13-21		09/13/2021	Per Diem for two-week Supervisory Course		350.00
	08/27/2021	98351	Accounts Payable	Natividad Medical Center		93.00
	Invoice		Date	Description		Amount
Check	08-06-21		08/06/2021	Blood Alcohol Testing 08/06/2021		93.00
	08/27/2021	98352	Accounts Payable	Office Depot		406.15
	Invoice		Date	Description		Amount
Check	190590320-1		08/23/2021	Office Supplies		191.67
	187495383001		08/04/2021	Planning Office Supplies		32.16
	185641877001		08/02/2021	Planning Office Supplies		77.64
	187494441001		08/04/2021	Building Office Supplies		47.14
	185678059001		08/03/2021	Building Office Supplies		44.78
	183376418001		07/15/2021	Planning Office Supplies		12.76
Check	08/27/2021	98353	Accounts Payable	Pacific Gas & Electric		38,283.84

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice						
	562-0.AUG21			PG&E - 4758891562-0		1,083.09
	720-0.AUG21			PG&E - 0167505720-0		718.20
	085-2.AUG21			PG&E - 5434906085-2		94.71
	608-2.AUG21			PG&E - 7383993608-2		700.55
	202-3.AUG21			PG&E - 6594070202-3		111.14
	313-6.AUG21			6793435316-6		657.66
	210-0.AUG21			PG&E - 3242976210-0		136.98
	608-2.JUL21			Gas & Electric at Station 2		732.06
	767-2.AUG21			East Field Office 08/12/2021		67.55
	535-3.AUG21			PG&E - 6161832535-3		198.96
	827-8.AUG21			PG&E - 0423929827-8		111.38
	851-0.AUG21			PG&E - 3440977851-0		86.37
	272-1.AUG21			PG&E - 2862559272-1		37.72
	483-6.AUG21			PG&E - 3982644483-6		12,235.22
	683-2.AUG21			PG&E 6217294683-2		993.72
	098-7.AUG21			Utilities_B524		2,052.37
	103-6.AUG21			Utilities_B507		15,417.30
	288-5.AUG21			Utilities_B520		162.73
	347-0.AUG21			Utilities_B519		497.66
	415-6.AUG21			Utilities_B504		147.30
	451-7.AUG21			Utilities_B554		270.08
	694-1.AUG21			Utilities_B533		1,690.31
	533-8.AUG21			PG&E - 2253666533-8		80.78
Check	08/27/2021	98354	Accounts Payable	Quill Corporation		248.98
Invoice						
	18609159			Office Supplies/Records 08/06/2021		248.98
Check	08/27/2021	98355	Accounts Payable	Resource Environmental, Inc		60,937.08
Invoice						
	20134-8RET			Stockade Demolition Project (HSF 2102) (Retention)		60,937.08
Check	08/27/2021	98356	Accounts Payable	Ross Recreation Equipm.		1,232.74
Invoice						
				Description		Amount

Marina, CA LIVE
AP Check Register 08-27-21
 Bank Account: 905 - Chase - Checking
 Batch Date: 08/27/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	I19235			Ross Rec: APP 2019 Gloria Tate Park Swing		1,232.74
	08/27/2021	98357	Accounts Payable	Veritone, Inc.		5,800.00
Check	27659			Yearly Contract 07/22/2021		5,800.00
	08/27/2021	98358	Accounts Payable	Verizon Wireless		164.90
Check	9885928084			Monthly Verizon Bill-308174766		164.90
	08/27/2021	98359	Accounts Payable	Wallace Group, Inc.		1,252.50
Check	52986			Wallace PM: On-Call Svc (02/01/21 - 02/2821)		1,252.50
	08/27/2021	98360	Accounts Payable	Marina Employees Association		140.00
Check	08-20-21			24 - MEA Dues		140.00
	08/27/2021	98361	Accounts Payable	Marina Professional Fire Fighters Association		300.00
Check	08-20-21			35 - MPFFA Dues		300.00
	08/27/2021	98362	Accounts Payable	Premier Access Insurance		4,266.60
Check	09-01-21			101 - Dental EE+1*		5,210.34
	09-01-21			Dental Claim (09/2021)		(943.74)
Check	08/27/2021	98363	Accounts Payable	Vision Service Plan		1,870.42
	09-01-21			103 - Vision EE*		1,848.42
EFT	09-01-21			VSP Adjustment (09/2021)		22.00
	08/27/2021	1743	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	260.00
EFT	08-20-21			23 - MPOA Dues		260.00
	08/27/2021	1744	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,404.00

Marina, CA LIVE

AP Check Register 08-27-21

Bank Account: 905 - Chase - Checking
Batch Date: 08/27/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice						
	08-20-21			25 - POA Dues		Amount 1,404.00
905 Chase - Checking Totals:						
				Transactions: 53		
	Checks:	51		\$321,238.25		
	EFTs:	2		\$1,664.00		
						<u>\$322,902.25</u>

AP Check Register 09-03-21

Bank Account: 905 - Chase - Checking

Batch Date: 09/03/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	09/03/2021	98364	Accounts Payable	Access Monterey Peninsula		30,250.59
	Invoice			Description		Amount
	06-30-2021		06/30/2021	Qtr 4 -PEG		30,250.59
Check	09/03/2021	98365	Accounts Payable	Ace Hardware		1.31
	Invoice			Description		Amount
	079704		08/23/2021	Fasteners		1.31
Check	09/03/2021	98366	Accounts Payable	Ace Hardware		63.31
	Invoice			Description		Amount
	079596		08/12/2021	Holster pruners - Corp Yard		19.65
	079727		08/25/2021	Repair Facet & Hose Bibb_B533		43.66
Check	09/03/2021	98367	Accounts Payable	American Supply Co.		2,707.11
	Invoice			Description		Amount
	0162215		08/16/2021	Cleaning Supply-CW		2,707.11
Check	09/03/2021	98368	Accounts Payable	Andres Rosas		266.00
	Invoice			Description		Amount
	09-26-21		09/26/2021	Per Diem for CAHN Conference		266.00
Check	09/03/2021	98369	Accounts Payable	AT & T		467.31
	Invoice			Description		Amount
	08-14-21		08/14/2021	Phone System 08/14/2021		467.31
Check	09/03/2021	98370	Accounts Payable	Bear Electrical Solutions, Inc.		525.00
	Invoice			Description		Amount
	13539		07/30/2021	Traffic Signal Maintenance - Routine		250.00
	13538		07/28/2021	Traffic Signal Maintenance - response		275.00
Check	09/03/2021	98371	Accounts Payable	Carmel Fire Protection Associates		2,000.00
	Invoice			Description		Amount
	121405		08/21/2021	Plan review and inspection at 3295 Dune Drive		200.00
	121408		08/22/2021	Plan review and inspection at 3240 Imjin Fort Ord Works		200.00
	121416		08/28/2021	Plan review and inspection at 466 Russell Way		200.00

Marina, CA LIVE
AP Check Register 09-03-21
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/03/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	121417	08/28/2021		Plan review and inspection at 464 Russell Way		200.00
	121418	08/28/2021		Plan registration and inspection at 462 Russell Way		200.00
	121419	08/28/2021		Plan review and inspection at 456 Russell Way		200.00
	121420	08/28/2021		Plan review and inspection at 2997 Pinos Way		200.00
	121421	08/28/2021		Plan review and inspection at 2999 Pinos Way		200.00
	121422	08/28/2021		Plan review and inspection at 3003 Pinos		200.00
	121423	08/28/2021		Plan review and inspection at 2998 Tyndall Way		200.00
Check	09/03/2021	98372	Accounts Payable	Chavan & Associates LLP		7,125.00
	Invoice		Date	Description		Amount
Check	C&A 17136	07/24/2021		Audit		7,125.00
	09/03/2021	98373	Accounts Payable	CSG Consultants		15,525.50
	Invoice		Date	Description		Amount
Check	B211166	08/02/2021		Plan Review Services 7/1-7/31 2021		157.50
	38302	08/13/2021		Building Inspection Services thru 07/30/2021		15,368.00
	09/03/2021	98374	Accounts Payable	Daily Dispatch		405.00
	Invoice		Date	Description		Amount
Check	001830	08/27/2021		Daily Dispatch Employment Ad		405.00
	09/03/2021	98375	Accounts Payable	Ferguson Enterprise, Inc. # 1423		67.55
	Invoice		Date	Description		Amount
Check	9388682	07/30/2021		Bldg & Grnd - material & supply - Library		67.55
	09/03/2021	98376	Accounts Payable	Eric Garcia		266.00
	Invoice		Date	Description		Amount
Check	09-26-21	08/27/2021		Per Diem for CAHN Conference		266.00
	09/03/2021	98377	Accounts Payable	Gavilan Pest Control		80.00
	Invoice		Date	Description		Amount
Check	0140347	08/16/2021		Pest Control Svc @ Shoemaker & Locke Paddon Pond		80.00
	09/03/2021	98378	Accounts Payable	Christopher Johnson		266.00
	Invoice		Date	Description		Amount
Check	09-26-21	09/26/2021		Per Diem for CAHN Conference		266.00
	09/03/2021	98379	Accounts Payable	Lexis Nexis Risk Solutions		150.00

Marina, CA LIVE
AP Check Register 09-03-21
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/03/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<hr/>						
	Invoice			Description		Amount
Check	1308841-20210731		07/31/2021	Reporting System 07/31/2021		150.00
	09/03/2021	98380	Accounts Payable	Marina Coast Water District		5,423.79
	Invoice			Description		Amount
	000056034 080621		08/06/2021	000056 034 - 3240 DeForest - Windy Hill Park (07/10/21-08/06/21)		318.41
	000056008 080621		08/06/2021	000056 008 - Reservation Rd & Del Monte (07/10/21-08/06/21)		26.22
	000056086 080621		08/06/2021	000056 086 - Center Median 3208 Crescent (07/10/21-08/06/21)		26.22
	00005685 080621		08/06/2021	000056 085 - Ctr Med 3192 Crescent Ave. (07/10/21-08/06/21)		26.22
	000056014 080621		08/06/2021	000056 014 - VD Park 3200 Del Monte Blvd (07/10/21-08/06/21)		2,292.05
	000056084 080621		08/06/2021	000056 084 - Ctr Med3172 Crescent- Shuler (07/10/21-08/06/21)		26.22
	000056015 080621		08/06/2021	000056 015 - Cypress Cove II (07/10/21-08/06/21)		58.19
	000056011 080621		08/06/2021	000056 011 - Tate Park 3254 Del Monte (07/10/21-08/06/21)		2,543.42
	000056098 080621		08/06/2021	000056 098 - Tate Park 3254 Del Monte (Bldg) (07/10/21-08/06/21)		48.65
	000056032 080621		08/06/2021	000056 032 - Cresc Ave/Costa Mont Bay Estate (07/10/21-08/06/21)		58.19
	09/03/2021	98381	Accounts Payable	Monterey County Convention & Visitors Bureau		35,324.19
	Invoice			Description		Amount
	May 2021		06/30/2021	May 2021 TID		19,246.59
Check	Jun 2021		06/30/2021	Jun 2021 TID		16,077.60
	09/03/2021	98382	Accounts Payable	Pacific Gas & Electric		1,160.12
	Invoice			Description		Amount
	172-2.AUG21		08/20/2021	PG&E - 5618207172-2		634.06
	362-9.AUG21		08/20/2021	PG&E - 5996678362-9		109.47
	795-7.AUG21		08/23/2021	PG&E - 4467294795-7		416.59
	09/03/2021	98383	Accounts Payable	Pinnacle Healthcare		424.00
Check	Invoice			Description		Amount
	300250		08/19/2021	Pinnacle Healthcare - Pre Emp Px		202.00
	299550		08/17/2021	Pinnacle Healthcare - Pre Emp Px		222.00
	09/03/2021	98384	Accounts Payable	Quill Corporation		249.01
	Invoice			Description		Amount
	18811680		08/16/2021	Supplies Evidence 08/16/2021		249.01

Marina, CA LIVE
AP Check Register 09-03-21
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/03/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	09/03/2021	98385	Accounts Payable	Robert R. Wellington		6,358.00
	Invoice		Date	Description		Amount
	25867	08/24/2021		Marina Municipal Airport Matters_July 2021		5,384.00
	25873	08/24/2021		Joby Aero, Inc_July 2021		974.00
Check	09/03/2021	98386	Accounts Payable	Serological Research Institute		5,300.00
	Invoice		Date	Description		Amount
	22946	08/25/2021		DNA Extract 08/25/2021		5,300.00
Check	09/03/2021	98387	Accounts Payable	Sierra Springs & Alhambra		130.77
	Invoice		Date	Description		Amount
	14225799 081321	08/13/2021		Annex - Sierra Spring - Water Svc		130.77
Check	09/03/2021	98388	Accounts Payable	Symbol Arts		903.47
	Invoice		Date	Description		Amount
	0394582-IN	08/19/2021		Winged Drone Pins		903.47
Check	09/03/2021	98389	Accounts Payable	Trudoor, LLC		4,516.48
	Invoice		Date	Description		Amount
	138029	07/26/2021		Replace Rusted Exterior Doors-1 double + 2 single_B510		4,516.48
Check	09/03/2021	98390	Accounts Payable	United Site Services		243.09
	Invoice		Date	Description		Amount
	114-12285695	08/13/2021		Toilet Rentals - Corner Beach Rd - De Forest		243.09
Check	09/03/2021	98391	Accounts Payable	Verde Design, Inc.		25,172.75
	Invoice		Date	Description		Amount
	08-24-21	08/24/2021		Verde Design: CCIP 1805 - CW Center Parks (07/26/21 - 08/25/21)		25,172.75
Check	09/03/2021	98392	Accounts Payable	Veterinary Emergency& Specialty Center		222.00
	Invoice		Date	Description		Amount
	97703	08/25/2021		Animal Disposal 08/25/2021		222.00
Check	09/03/2021	98393	Accounts Payable	Wald, Ruhnke & Dost Architects, LLP		240.75
	Invoice		Date	Description		Amount
	2008411	06/30/2021		On-Call Architect Services_B533 Improvements		240.75
Check	09/03/2021	98394	Accounts Payable	Wallace Group, Inc.		18,085.75

User: Monika Collier

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Marina, CA LIVE

AP Check Register 09-03-21

Bank Account: 905 - Chase - Checking
Batch Date: 09/03/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	53546		06/03/2021	Wallace PM: On-Call Svc (06/01/21 - 06/30/21)		11,793.50
	53892		08/06/2021	Wallace PM: On-Call Svc (06/01/21 - 06/30/21)		6,292.25
Check	09/03/2021	98395	Accounts Payable	Xerox Financial Services		239.26
	Invoice		Date	Description		Amount
	2788531		08/28/2021	FD Monthly Copier Charges - 08/17/21 - 09/16/21		239.26
Check	09/03/2021	98396	Accounts Payable	Zee Service Co.		123.29
	Invoice		Date	Description		Amount
	66201479		08/24/2021	First Aide Supply - CW		83.53
	66201478		08/24/2021	First Aide Supply - CW		39.76
EFT	09/03/2021	1752	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	3,182.50
	Invoice		Date	Description		Amount
	21-18		08/27/2021	Services 08-16/08-26-21		3,182.50
905 Chase - Checking Totals:						\$167,464.90

Transactions: 34

Checks: 33 \$164,282.40
EFTs: 1 \$3,182.50

Marina, CA LIVE
AP Check Register 09-10-21
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/10/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	09/10/2021	98397	Accounts Payable	Ace Hardware		483.03
	Invoice		Date	Description		Amount
	079522		08/04/2021	youth center		113.91
	079563		08/09/2021	teen center		81.90
	079564		08/09/2021	teen center		152.91
	079686		08/20/2021	teen center		56.79
	079726		08/25/2021	teen center		77.52
Check	09/10/2021	98398	Accounts Payable	AT & T		253.70
	Invoice		Date	Description		Amount
	000016949335		08/27/2021	CALNET3-9391023471 (582-0100)		49.21
	000016949341		08/27/2021	CALNET3-9391023477 (582-9803)		23.29
	000016954144		08/28/2021	CALNET3-9391023441 (384-0888)		23.28
	000016954171		08/28/2021	CALNET3-9391023466 (384-8477)		44.87
	000016954143		08/28/2021	CALNET3-9391023440 (384-0860)		23.29
	000016954140		08/28/2021	CALNET3-9391023437 (384-0425)		43.20
	000016954173		08/28/2021	CALNET3-9391023468 (384-9148)		23.28
	000016954168		08/28/2021	CALNET3-9391023463 (384-7854)		23.28
Check	09/10/2021	98399	Accounts Payable	Branch's Janitorial		2,059.47
	Invoice		Date	Description		Amount
	228225		08/23/2021	Custodial Services for August 2021		2,059.47
Check	09/10/2021	98400	Accounts Payable	Certified Folder Display Service, Inc.		311.70
	Invoice		Date	Description		Amount
	589062		09/01/2021	Marina Restaurant Guide Distribution		311.70
Check	09/10/2021	98401	Accounts Payable	Cheryl Kent		1,440.00
	Invoice		Date	Description		Amount
	2021-130		08/26/2021	Code Enforcement Investigations		1,440.00
Check	09/10/2021	98402	Accounts Payable	City of San Juan Bautista		30.89
	Invoice		Date	Description		Amount
	269		08/24/2021	Reimbursement July 16, 2021 MBAMG Meeting at Tarp's Roadhouse		30.89
Check	09/10/2021	98403	Accounts Payable	CSG Consultants		14,958.00

Marina, CA LIVE
AP Check Register 09-10-21
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/10/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
	38436	08/17/2021		CSG Eng: Cypress Cove LMD (07/01/21 - 07/30/21)		129.00
	38437	08/17/2021		CSG Eng: (APR 1801) Annual Sis Resurfacing (07/01/21 - 07/30/21)		6,759.00
	38438	08/17/2021		CSG Eng: R46B Imjin Pkwy (07/01/21 - 07/30/21)		660.00
	38439	08/17/2021		CSG Eng: CIP (#100) Admin Engineering (07/01/21 - 07/30/21)		4,620.00
	38441	08/17/2021		CSG Eng: Staff Augmentation (07/01/21 - 07/30/21)		2,790.00
Check	09/10/2021	98404	Accounts Payable	Graniterock/Pavex Construction		835.76
	Invoice			Description		Amount
	1322769	08/21/2021		Granite Patch 50		835.76
Check	09/10/2021	98405	Accounts Payable	Home Depot Credit Service		55.22
	Invoice			Description		Amount
	08-17-21	08/17/2021		Bldg & Grnd - material & supply - DX Drive		55.22
Check	09/10/2021	98406	Accounts Payable	Hub International Insurance Services		102.28
	Invoice			Description		Amount
	08-31-21	08/31/2021		August Insurance fees		102.28
Check	09/10/2021	98407	Accounts Payable	Keyser Marston Associates		1,470.00
	Invoice			Description		Amount
	0035958	08/11/2021		Dunes Workforce Home Prices Analysis		1,470.00
Check	09/10/2021	98408	Accounts Payable	Marina Coast Water District		6,477.71
	Invoice			Description		Amount
	012016000 082021	08/20/2021		012016 000 - 199 Paddon Pl Locke Paddon (07/24/21 - 08/20/21)		35.35
	000056094 082021	08/20/2021		000056 094 - 2660 5th Ave (07/24/21 - 08/20/21)		408.47
	000056045 082021	08/20/2021		000056 045 - 3100 Preston Park Irrig (07/24/21 - 08/20/21)		4,497.41
	000056046 082021	08/20/2021		000056 046 - 3100 Preston Park Bldg (07/24/21 - 08/20/21)		1,092.53
	000056040 082021	08/20/2021		000056 040 - Center Median Hilo Ave (07/24/21 - 08/20/21)		125.64
	000056090 082021	08/20/2021		000056 090 - Locke Padd Park (07/24/21 - 08/20/21)		58.19
	000056028 082021	08/20/2021		000056 028 - ROW Calif Ave and Jerry (07/24/21 - 08/20/21)		35.35
	000056061 082021	08/20/2021		000056 061 - Seaside Ct. & Reservation Rd (07/24/21 - 08/20/21)		79.25
	000056042 082021	08/20/2021		000056 042 - 3040 Lake Dr - Animal Shelter (07/24/21 - 08/20/21)		99.64
	000056006 082021	08/20/2021		000056 006 - 188 Seaside Circle (07/24/21 - 08/20/21)		45.88
Check	09/10/2021	98409	Accounts Payable	Monterey County Herald		638.24

Marina, CA LIVE
AP Check Register 09-10-21
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	0006595290		08/05/2021	Public Hearing Notice - 200 Reservation Rd. Appeal		309.87
	0006595303		08/05/2021	Public Hearing Notice - 120-Day Extension Cannabis CUP		328.37
	09/10/2021	98410	Accounts Payable	Monterey Signs, Inc.		600.88
Check	Invoice			Description		Amount
	19767		08/16/2021	Street signs		600.88
	09/10/2021	98411	Accounts Payable	Nextel Communications - Sprint		384.89
	Invoice			Description		Amount
Check	866147022-228		08/22/2021	Rec Dept Cell Phone Bills		384.89
	09/10/2021	98412	Accounts Payable	Office Depot		44.19
	Invoice			Description		Amount
	190590322001		08/23/2021	Office Supplies		50.20
Check	188452434-001		08/25/2021	CREDIT - Missing Item/Parts		(26.10)
	190590324001		08/24/2021	Office Supplies		20.09
	09/10/2021	98413	Accounts Payable	Office Depot		453.34
	Invoice			Description		Amount
Check	187629643001		08/13/2021	Toners - Bldg Insp _Mistie		453.34
	09/10/2021	98414	Accounts Payable	Pinney Bowes		1,375.38
	Invoice			Description		Amount
	3104922459		08/26/2021	Postage Meter Lease Payment		1,375.38
Check	09/10/2021	98415	Accounts Payable	Robert R. Wellington		9,148.00
	Invoice			Description		Amount
	25872		08/24/2021	Retainer - September 2021		1,800.00
	25868		08/24/2021	Cal Am Matters - July 2021		189.00
	25870		08/24/2021	Code Enforcement Matters - July 2021		234.00
	25871		08/24/2021	Election Matters - July 2021		702.00
	25877		08/24/2021	Marina Equestrian Center - July 2021		252.00
	25878		08/24/2021	Mobile Home Rent Control - July 2021		423.00
	25883		08/24/2021	Tax & Finance Matters - July 2021		396.00
	25869		08/24/2021	Cannabis Matters - July 2021		297.00

Marina, CA LIVE
AP Check Register 09-10-21
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	25874		08/24/2021	Land Use & Operations - July 2021		1,062.00
	25876		08/24/2021	Marina Station - July 2021		513.00
	25879		08/24/2021	Misc Personnel Matters - July 2021		378.00
	25880		08/24/2021	Police Personnel Matters - July 2021		481.00
	25881		08/24/2021	Public Records Act Requests - July 2021		234.00
	25882		08/24/2021	Abrams Park-Marina Height-Sea Haven - July 2021		2,187.00
Check	09/10/2021	98416	Accounts Payable	Taygeta Scientific, Inc.		2,792.81
	Invoice		Date	Description		Amount
	000773		09/01/2021	Quarterly PD NAS Support & Data - Q2 2021		317.01
	000423-R-0033		09/01/2021	Network Defense/Sep21		2,000.00
	000708-R-0006		09/01/2021	Barracuda Spam Firewall - September 2021		475.80
	09/10/2021	98417	Accounts Payable	TechRx Technology Services		10,692.50
Check	Invoice		Date	Description		Amount
	9577		09/01/2021	IT Support - August 2021		10,200.00
	9548		09/01/2021	Ninite Monthly Subscription - September 2021		112.50
	9556		09/01/2021	Veeam Virtual Backup Monthly Subscription - September 2021		380.00
	09/10/2021	98418	Accounts Payable	Transportation Agency of Monterey County		40.00
	Invoice		Date	Description		Amount
Check	09-23-21		09/03/2021	Debra Hale Retirement Event - Layne Long Attendance		40.00
	09/10/2021	98419	Accounts Payable	U.S. Bank Equipment Finance		216.32
	Invoice		Date	Description		Amount
	451689293		08/27/2021	CDD Copier Lease Payment - September 2021		216.32
	09/10/2021	98420	Accounts Payable	Verizon Wireless		601.03
	Invoice		Date	Description		Amount
Check	9886575466		08/18/2021	PW Crew, Airport & Bldg Insp - Cell Phones		601.03
	09/10/2021	98421	Accounts Payable	Marina Employees Association		135.00
	Invoice		Date	Description		Amount
	09-03-21		09/03/2021	24 - MEA Dues		135.00
	09/10/2021	98422	Accounts Payable	Marina Professional Fire Fighters Association		300.00
	Invoice		Date	Description		Amount

Marina, CA LIVE
AP Check Register 09-10-21
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/10/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
	09-03-21			35 - MPFFA Dues		300.00
EFT	09/10/2021	1765	Accounts Payable	Enterprise FM Trust	1010000019 / 208022067	9,888.64
	Invoice			Description		Amount
	FBN4291597			Enterprise FM Trust: Monthly Lease Charges		4,897.59
	FBN4269961			Enterprise FM Trust: Monthly Lease Charges		4,897.59
	09-04-21			Enterprise FM Trust: Monthly Lease Charges - Finance		73.46
EFT	09/10/2021	1766	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	260.00
	Invoice			Description		Amount
	09-03-21			23 - MPOA Dues		260.00
EFT	09/10/2021	1767	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,404.00
	Invoice			Description		Amount
	09-03-21			25 - POA Dues		1,404.00
905 Chase - Checking Totals:						\$67,432.98

Transactions: 29

Checks: 26 \$55,900.34
 EFTs: 3 \$11,532.64

AP Check Register 09-17-21

Bank Account: 905 - Chase - Checking

Batch Date: 09/17/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	09/17/2021	98423	Accounts Payable	Ace Hardware		75.28
	Invoice		Date	Description		Amount
	079820		09/03/2021	Plastic funnel with screen		5.45
	079878		09/10/2021	Tote lathings		69.83
Check	09/17/2021	98424	Accounts Payable	Ace Hardware		146.14
	Invoice		Date	Description		Amount
	079707		08/24/2021	Concrete mix - Tate Park		54.52
	079739		08/26/2021	Bldg & Grnd - material & supply - Corp Yard		35.13
	079814		09/02/2021	Fasteners - South Field Office		2.29
	079716		08/24/2021	Bldg & Grnd - material & supply - Corp Yard		14.26
	079782		08/31/2021	B519_Replacement Exterior Light Bulbs		29.46
	079793		09/01/2021	Misc. Maintenance Supplies		10.48
Check	09/17/2021	98425	Accounts Payable	Anita Kerezi		1,875.00
	Invoice		Date	Description		Amount
	MARINA-22-1		09/01/2021	State Mandated Cost Claims		1,875.00
Check	09/17/2021	98426	Accounts Payable	Jesse Alvarenga		175.00
	Invoice		Date	Description		Amount
	1023798		09/07/2021	City Boots Stipend - Reimbursement for Structure Boots		175.00
Check	09/17/2021	98427	Accounts Payable	AT & T		115.10
	Invoice		Date	Description		Amount
	000016954146		08/28/2021	Phone Service for Fire Alarm System_B524		44.87
	000016954147		08/28/2021	Phone Service for Fire Alarm System_B533		44.87
	000016954152		08/28/2021	Phone Service for AWOS		25.36
Check	09/17/2021	98428	Accounts Payable	Avaya, Inc.		247.40
	Invoice		Date	Description		Amount
	2734481776		09/04/2021	CW - Phone System		247.40
Check	09/17/2021	98429	Accounts Payable	Burton's Fire, Inc.		789.76
	Invoice		Date	Description		Amount
	S 54134		08/25/2021	Relay Switch - Unit 5400		789.76

Marina, CA LIVE
AP Check Register 09-17-21
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/17/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	09/17/2021	98430	Accounts Payable	Carmel Fire Protection Associates		1,000.00
	Invoice		Date	Description		Amount
	121427		08/31/2021	Plan Review and inspection at 110 General Stillwell #104		200.00
	121438		09/03/2021	Plan review and inspection for Home 2 Suites by Hilton, 225 10th		200.00
	121140		09/05/2021	Plan review for Seacrest Apts, 3108 Seacrest Ave		200.00
	121450		09/11/2021	Plan review and inspection at Moon Scoops, 110 GS #104		200.00
	121449		09/11/2021	Plan review for Bldg Permit at Pacific Roots, 3100 Del Monte		200.00
Check	09/17/2021	98431	Accounts Payable	Cheryl Kent		960.00
	Invoice		Date	Description		Amount
	2021-135		09/09/2021	Code Enforcement Investigations		960.00
Check	09/17/2021	98432	Accounts Payable	Cintas Corporation		71.17
	Invoice		Date	Description		Amount
	4094897379		09/03/2021	Mat Service-Police/Fire 09/03/21		71.17
Check	09/17/2021	98433	Accounts Payable	Comcast		69.72
	Invoice		Date	Description		Amount
	08-26-21		08/26/2021	Cable Service Police & Fire 09/04/21 to 010/03/21		69.72
Check	09/17/2021	98434	Accounts Payable	CSG Consultants		82,344.50
	Invoice		Date	Description		Amount
	38440		08/17/2021	CSG Eng: Permits/Development (07/01/21 - 07/30/21)		23,852.50
	38442		08/17/2021	CSG Eng: RWQCB (07/01/21 - 07/30/21)		825.00
	38443		08/17/2021	CSG Eng: SH2 Sea Haven - Plan (07/01/21 - 07/30/21)		1,320.00
	38445		08/17/2021	CSG Eng: SH3 Sea Haven - Plan (07/01/21 - 07/30/21)		4,785.00
	38446		08/17/2021	CSG Eng: SH3 Sea Haven-Inspection (07/01/21 - 07/30/21)		8,163.00
	38447		08/17/2021	CSG Eng: SH5A Sea Haven-Inspection (07/01/21 - 07/30/21)		258.00
	38450		08/17/2021	CSG Eng: Dunes Phase 2 - East (07/01/21 - 07/30/21)		16,566.50
	38452		08/17/2021	CSG Eng: Dunes Phase 3 - East (07/01/21 - 07/30/21)		1,935.00
	38455		08/17/2021	CSG Eng: SH4 Sea Haven - Plan Ck (07/01/21 - 07/30/21)		1,995.00
	38454		08/17/2021	CSG Eng: SH3 Sea Haven-Inspection(07/01/21 - 07/30/21)		8,643.00
	38448		08/17/2021	CSG Eng: Permits/Dev -Marina Station (07/31/21 - 08/31/21)		3,722.50
	38453		08/17/2021	CSG Eng: Dunes Phase 3 - West (07/31/21 - 08/31/21)		6,105.00
	38449		08/17/2021	CSG Eng: Permits/Deve_ Mosaic Stude House (07/31/21 - 08/31/21)		3,684.00

Marina, CA LIVE

AP Check Register 09-17-21

Bank Account: 905 - Chase - Checking

Batch Date: 09/17/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	37841		07/13/2021	CSG Eng: Dunes Phase Park (05/01/21 - 05/31/21)		160.00
	38451		08/17/2021	CSG Eng: Dunes Phase 3 Opp 1A 07/01/21- 07/31/21)		330.00
	09/17/2021	98435	Accounts Payable	Dave's Repair Service		85.00
	Invoice		Date	Description		Amount
Check	993255DG		09/03/2021	Monthly Site Inspections		85.00
	09/17/2021	98436	Accounts Payable	Della Mora Heating, Inc.		2,995.00
	Invoice		Date	Description		Amount
Check	14321		08/09/2021	Bldg & Grnd - material & supply - Library		2,995.00
	09/17/2021	98437	Accounts Payable	ECMS, Inc.		1,526.29
	Invoice		Date	Description		Amount
Check	INV521327		08/27/2021	Turnout Cleaning - 40 items		1,526.29
	09/17/2021	98438	Accounts Payable	Epic Aviation		20,757.57
	Invoice		Date	Description		Amount
Check	7468691		09/03/2021	Airport_Jet A Fuel Purchase		20,757.57
	09/17/2021	98439	Accounts Payable	Fastenal Company		1,204.21
	Invoice		Date	Description		Amount
Check	CASAL140343		07/30/2021	Bldg & Grnd - material & supply		259.23
	CASAL141276		08/30/2021	Bldg & Grnd - material & supply		76.96
	CASAL141481		08/30/2021	Bldg & Grnd - material & supply		292.23
	CASAL141645		08/23/2021	Bldg & Grnd - material & supply- COVID 19 Response		575.79
Check	09/17/2021	98440	Accounts Payable	Gavilan Pest Control		432.00
	Invoice		Date	Description		Amount
	0140964		09/01/2021	Gavilan Pest Control - Comm Ctr		82.00
Check	0140424		08/12/2021	Pest Control Svc - Preston Park Sports Field		180.00
	0140348		08/12/2021	Gavilan Pest Control - Comm Ctr		80.00
	0140965		09/08/2021	Pest Control at Station 2		90.00
	09/17/2021	98441	Accounts Payable	George T. Powell		1,200.00
	Invoice		Date	Description		Amount
Check	09012021		09/01/2021	Parking Rental Fees		1,200.00
	09/17/2021	98442	Accounts Payable	Goldfarb & Lipman		16,926.00

User: Accounts Payable

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Marina, CA LIVE
AP Check Register 09-17-21
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/17/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
	141482			General File - July 2021		5,148.00
	141483			Marina Heights - July 2021		8,684.00
	141484			The Dunes - July 2021		3,094.00
Check	09/17/2021	98443	Accounts Payable	Hinderliter, de Llamas & Associates		1,265.96
	Invoice			Description		Amount
	SIN011180			Sales Tax		1,265.96
Check	09/17/2021	98444	Accounts Payable	Home Depot Credit Service		58.45
	Invoice			Description		Amount
	09-01-21			Bldg & Grnd - material & supply		26.33
	09-09-21			Bldg & Grnd - material & supply		32.12
Check	09/17/2021	98445	Accounts Payable	Jeff Katz Architectural Corp.		1,500.00
	Invoice			Description		Amount
	20640			JKA Arch: Marina Sports Center		1,500.00
Check	09/17/2021	98446	Accounts Payable	KP Public Affairs, LLC		10,000.00
	Invoice			Description		Amount
	42047			Professional Services - MPWSP - August 2021		10,000.00
Check	09/17/2021	98447	Accounts Payable	Lexipol		4,692.48
	Invoice			Description		Amount
	INVLEX3850			Annual Fire Policy Manual & Daily Training Bulletins		4,692.48
Check	09/17/2021	98448	Accounts Payable	Marina Coast Water District		3,433.02
	Invoice			Description		Amount
	014874000 083121			014874 000 - 289 12th St (07/31/21 - 08/31/21)		130.68
	000056036 083121			000056 036 - Center Median 2nd Ave (07/31/21 - 08/31/21)		164.61
	000056037 083121			000056 037 - 2nd Avenue Irrigation (07/31/21 - 08/31/21)		164.61
	000056095 083121			000056 095 - 2nd Ave Median(07/31/21 - 08/31/21)		164.61
	00005700 083121			000057 000 - 3220 Imjin Road (07/31/21 - 08/31/21)		145.45
	000056041 083121			000056 041 - 3260 Imjin Rd, Fire Station 2 (07/31/21 - 08/31/21)		266.69
	000056049 083121			000056 049 - Imjin Road Uni (31 accts)(07/31/21 - 08/31/21)		178.23
	000056043.083121			Water Service_B524		168.15

Marina, CA LIVE
AP Check Register 09-17-21
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/17/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	000056044.083121	08/31/2021		Water Service_B520		145.45
	000056051.083121	08/31/2021		Water Service_B533		252.73
	000056092.083121	08/31/2021		Water Service_B527		1,074.82
	000056096.083121	08/31/2021		Water Service_B554		140.44
	000056097.083121	08/31/2021		Water Service_B507		436.55
	09/17/2021	98449	Accounts Payable	Monterey Auto Supply		416.78
Check	Invoice	Date	Description		Amount	
	848901	08/25/2021	Veh - Maint Parts & Supply - Unit 612		16.92	
	847416	08/19/2021	Veh - Maint Parts & Supply - Unit 612 PD		75.91	
	843771	08/06/2021	Veh - Maint Parts & Supply - Unit 612 PD		18.67	
	848361	08/23/2021	Veh - Maint Parts & Supply - Unit 612 PD		65.54	
	847702	08/20/2021	Veh - Maint Parts & Supply - Unit 612 PD		138.53	
Check	843770	08/06/2021	Veh - Maint Parts & Supply - Unit 612 PD		75.97	
	847666	08/20/2021	Veh - Maint Parts & Supply - Unit 612 PD		25.24	
	09/17/2021	98450	Accounts Payable	Monterey County - Emergency Communications		139,459.00
	Invoice	Date	Description		Amount	
	09-01-21	09/01/2021	Monterey County Emergency Communication Quarter 2 Invoice 21/22		139,459.00	
	09/17/2021	98451	Accounts Payable	Monterey County Auditor-Controller		28,125.62
Check	Invoice	Date	Description		Amount	
	22-116	09/03/2021	LAFCO Budget Allocation - FY 2021-2022		28,125.62	
	09/17/2021	98452	Accounts Payable	Monterey Tire Service		298.48
	Invoice	Date	Description		Amount	
	1-101897	08/25/2021	Tires Eagle- Unit 612 PD		298.48	
	09/17/2021	98453	Accounts Payable	My Jeep Chrysler Dodge		600.00
Check	Invoice	Date	Description		Amount	
	90577	08/23/2021	Veh - Maint Parts & Supply - Unit 612 PD		300.00	
	90609	08/23/2021	Veh - Maint Parts & Supply - Unit 612 PD		300.00	
	09/17/2021	98454	Accounts Payable	New Image Landscape Co.		2,140.00
	Invoice	Date	Description		Amount	
	134992	08/31/2021	Landscaping		2,140.00	

Marina, CA LIVE
AP Check Register 09-17-21
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/17/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	09/17/2021	98455	Accounts Payable	Office Depot		106.67
	Invoice			Description		Amount
	191702311001			Office Depot		106.67
Check	09/17/2021	98456	Accounts Payable	Pacific Gas & Electric		6,502.50
	Invoice			Description		Amount
	313-6.AUG21 II			PG&E 6793435313-6		6,502.50
Check	09/17/2021	98457	Accounts Payable	Pinnacle Healthcare		202.00
	Invoice			Description		Amount
	305830			Pinnacle Healthcare - Pre Emp Px		202.00
Check	09/17/2021	98458	Accounts Payable	Pure H2O		163.84
	Invoice			Description		Amount
	15565			Water Cooler Service Police & Fire 09/01/21		163.84
Check	09/17/2021	98459	Accounts Payable	Minute Man Press Monterey		2,873.00
	Invoice			Description		Amount
	5516			Redistricting Mailer		2,873.00
Check	09/17/2021	98460	Accounts Payable	Safety-Kleen Corp.		1,343.11
	Invoice			Description		Amount
	86477178			Veh - Maint Parts & Supply - Unit 4000		391.36
	86749339			Veh - Maint Parts & Supply - Unit 5000		951.75
Check	09/17/2021	98461	Accounts Payable	Salinas Valley Ford		55.98
	Invoice			Description		Amount
	24077			Bulb SPO - Unit 612 PD		55.98
Check	09/17/2021	98462	Accounts Payable	Sierra Springs & Alhambra		60.36
	Invoice			Description		Amount
	9696351 082821			Corp Yard - Annex - Sierra Spring - Water Svc		60.36
Check	09/17/2021	98463	Accounts Payable	TK Elevator		1,346.04
	Invoice			Description		Amount
	3006146081			Elevator Service - Public Service Bldg		1,346.04
Check	09/17/2021	98464	Accounts Payable	Tri County Fire Protection		158.77
	Invoice			Description		Amount

User: Accounts Payable

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Marina, CA LIVE
AP Check Register 09-17-21
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/17/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice						
						Amount
Check	SY104709			Fire & Burglar Alarm Svc - VD Park		158.77
	09/17/2021	98465	Accounts Payable	Tripepi, Smith & Associates, Inc.		1,675.00
Invoice						
						Amount
Check	6774			Redistricting Services - Add-on Mailer Project		1,675.00
	09/17/2021	98466	Accounts Payable	Verizon Wireless		343.24
Invoice						
						Amount
EFT	9887062433			FD Mobile Charges - July 26 - August 25, 2021		343.24
	09/17/2021	1777	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	2,992.50
Invoice						
						Amount
905 Chase - Checking Totals:	21-19			Services 08-30/09-09-21		2,992.50
				Transactions: 45		\$342,807.94
Checks:						
			44	\$339,815.44		
EFTs:			1	\$2,992.50		

Marina, CA LIVE

SA Check Register 08-20-21

Bank Account: 921 - Chase - Successor Agency
Batch Date: 08/20/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 921 - Chase - Successor Agency						
Check	08/20/2021	70	Accounts Payable	Keyser Marston Associates		402.50
	Invoice			Description		Amount
	0035919		08/09/2021	Successor Agency Fiscal Services_July 2021		402.50
921 Chase - Successor Agency Totals:						\$402.50
Checks: 1						
						\$402.50

SA Check Register 09-03-21

Bank Account: 921 - Chase - Successor Agency

Batch Date: 09/03/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 921 - Chase - Successor Agency						
EFT	09/03/2021	68	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	95.00
	Invoice		Date	Description		Amount
	21-18SA		08/27/2021	Services 08-16/08-26-21		95.00
921 Chase - Successor Agency Totals:						\$95.00
EFTs:		1		Transactions: 1		
						\$95.00



DRAFT

Agenda Item: **8b(1)**
City Council Meeting of
September 21, 2021

MINUTES

Tuesday, August 3, 2021

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

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/>

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: Cristina Medina Dirksen, David Burnett, Lisa Berkley, Mayor Pro-Tem/Vice Chair Kathy Biala, Mayor/Chair Bruce C. Delgado
3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*
 - a. Conference with Legal Counsel, one case of existing litigation pursuant to paragraph (1) of subdivision (d) of CA Govt. Code Section 54956.9: City of Marina v. A Taste of Elegance, LLC, Monterey County Superior Court Case No. 21CV001554."

- b. Labor Negotiations
 - i. Marina Employee Association
 - ii. Marina Professional Fire Fighters Association
 - iii. Marina Public Safety Managers Association
 - iv. Marina Middle Manager Association
 - v. Directors
 - i. Community Development Director
 - ii. Finance Director
 - iii. Fire Chief
 - iv. Police Chief
 - v. Public Works Director
 - vi. Recreation & Cultural Services Director
 - vii. Assistant City Manager

City Negotiators: Layne P. Long, City Manager and Employee Relations Officer

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

Robert Rathie, Assistant City Attorney reported out Closed Session: Council met at 5:00 pm on the two matters listed on the agenda. With regard to both items Council received information, gave direction and no reportable action was taken.

Mayor Delgado announced a change in the agenda. Marina Station has been pulled from tonight's agenda will not be heard. This is a request by the developers and will be continued to a date in September.

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

5. **SPECIAL PRESENTATIONS:**

- a **Police Life-Saving Awards**
- b **Recreation Announcements**

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

- Karen Hassan – It's been amazing to watch what the Equestrian Center under the MEAs management has done in the last few months as they've rallied to retain control. Could you imagine if they had done this 20 years ago what you would have now? Reiterated her comments from the July 20th council meeting. It's, it's unfortunate the way that all of this has gone, it didn't need to go this way. I'm only involved because I was concerned about the facility, and the reluctance to do anything with it. A year ago, there was nothing that you were reporting on the Equestrian Center, and now you report on it at every council meeting. Feels like your requirement or your obligation as council members are to inform the public, and you have just gone along with

the MEA's lies in the cycles that they have done this being the fifth cycle to retain control of the property. If you would have just embraced the deed 20 years ago who knows what it could have been for all of your citizens. As someone who only spoke up for the welfare of horses, the condition of the property and public access, we have had attacks of every kind for speaking out, and you know what we're not the first ones were just the latest in this room. Thank you for your time.

- Mike Owen – Regarding the last meeting MLK agenda item. I want to thank the mayor for addressing my concerns. Thank the city attorney for his clarification of the ADA issues, thank the city manager for his reassurances about the location of the future Civic Center, and thank Terry for his thoroughness, and thank Grace and Mayor Pro Tem for their site recommendations. I think candy would be happy. Commented on Mayor Delgado's history in public office and also commented on the selection/interview process for commission seats and noted that this is a very fair and balanced process, of which we can all be proud and confident that our most qualified applicants will be selected. Thank you very much.
- Hans Ongchua – Commented on the matter of the Monterey-Salinas Transits proposed surf bus way but and the lawsuit recently filed by Keep Fort Ord Wild and the open Monterey Project. The lawsuit filed by Keep Fort Ord Wild, and The Open Monterey Project would if successful, force Monterey-Salinas Transit compile a full, EIR under the California Environmental Quality Act, also known as CEQA. Asked the council to support this lawsuit or at the very least, neither impede nor interfere with it in any way. An EIR would strongly serve the interests of our environment and of our city. The lawsuit effectively argues that this project is not exempt from CEQA. Need to ensure that all alternatives to it have been thoroughly considered. Thank you
- Larry Moonan – Looking forward to hearing that the Marina Sports Center, former Water City facility is once again open and being run in a transparent, inclusive manner that is promoted to the youth of Marina. The facility has a positive economic impact for the city and the peninsula. Understand work needs to be done and hopes it's underway in terms of clearing the red tagged items. A lot of people are waiting for the facility to reopen so they can enjoy roller sport activities again. Informed the council that we're ready and able and willing to make this all happen, and I think it'll be two to the benefit of everybody in the area. Thank you
- Grace Silva-Santella – Thanked Chief Nieto for the presentation. Reiterated her comments from the July 20th council meeting on the MST Bus Surf Line. Asked Council if they will be taking an official position in the support of the lawsuit filed by Keep Fort Ord Wild and The Open Monterey Project require MST to complete a full EIR on the Surf Bus Line project. This bus line will do nothing to reduce all construction related vehicles, including employees and suppliers and subcontractors. It will do nothing to reduce the service industry vehicles, landscaping vehicles, employees of Ryan Ranch or the parent driving children to school. If you could just answer that question, I would greatly appreciate it, thank you.
- Mike Kennedy – Previously expressed my concern that the proposed surf bus lane long Marina's coastline. It's extremely destructive to our native habitat will morph into much more than the six miles of asphalt for the roadway. The Carmel Pine Cone recently published a rendering of the huge maintenance facility that will be built in Marina adjacent to the Fort Ord Dunes State Park to accommodate the buses. Concern that this maintenance facility for the surf lane is just a foot in the door. Asked the city council not to support this albatross around Marina's neck. At a minimum, and EIR should be completed. Thank you,
- Margaret Davis – Thanked Hans and Grace for thier words regarding the need for a full EIR for the bus way beside our recreation trail and encourage the council to follow through on the points that they made. Commented on the time in which that last council meeting ended and protested that extending meeting past 10:30 pm is depriving the public the ability to participate. People can't be

asked to wait until 12:00 o'clock, 1:00 o'clock in the morning to participate in a city council meeting. No council member or staff should be subjected to an eight-hour meeting after an eight-hour day. Please end this practice, it is a denial in very real terms of public participation. Thank you.

- Council Member Medina Dirksen – Spoke about seeing so many people out and about our residents, as well as tourists, including myself having some family from Mexico going out on their own time cleaning up. Thanked the Mayor for leading the effort, it makes a difference to see our town clean, just supplementing what our public works were able to do. Asked for clarification on if the last meeting went to 1:30am, as suggested by Ms. Davis.
- Mayor Pro-Tem Biala – Spoke about the new removal of the moratorium on evictions and stressed that there is still rental assistance available for the public through the County and United Way Monterey County. Financial assistance is eligible for tenants who are unemployment and loss of income due to Covid-19. Tenants may have formal or informal lease agreements, and they have to be at or below 80% area median income for Monterey County. Flyers are posted on the city's website in five different languages. This program also benefits landlords. Thank you
- Council Member Berkley – this coming Saturday August 7, there is going to be a fundraiser for Pablo de Mar, who are working with full family recovery communities and people in recovery, and it's going to be a central coast indigenous tribe event. You are welcome to just come spend a day there's going to be dancers and drummers and some food and they're doing a raffle for a brand-new TV. The event is being at 3043 MacArthur drive in Marina, and it's going to be from 12 noon until 5pm and I really hope to see you all there. Thank you. Announced the eviction moratorium. It's been extended until October 3rd; center for disease control and Tuesday issued the moratorium on evictions targeting areas of the country with high levels of Covid transmission, extending eviction banned for much of the nation that applies to counties experienced significant levels of virus spread defined by the agency has 50 to 100 cases per 100,000 people.
- Mayor Delgado – On Monday and Thursday nights the American Legion post 694 has dinners that are cheap delicious, and it's just a good way to fundraise and support the American Legion. Dinner starts at about 530pm. Thanked the volunteers for coming out Sunday, July 25th to clean up the oak woodlands and Maritime Chaparral between Carmel Avenue and Reservation Road. On August 2nd Volunteers came out including Councilmember Christina Medina's daughter, and they cleaned up the on ramps to highway one where the bridges from overpasses off of Del Monte Boulevard when you pick up speed and get onto highway one. Next cleanup is August 8th from 10am to 12:30pm, we'll meet at the junction of Lapis road and Del Monte Boulevard. Hilltop Park is a park planned on the sand dune in between Eighth and Ninth streets, just east of Second Avenue and is planned to have a lot of locally native vegetation and volunteers are still busy every week, collecting seeds of many species, growing plants from those seeds and storing seeds, so that all the plants and the seeds can be given to for free to the developer, and we're looking forward to this coming rainy season where we can do some trial seedings and some trial plantings. Thank you to the volunteers who come out every Wednesday and Friday. Shout out to the Clark family. They are from down south in Ventura County and they have brought to us the once in a lifetime opportunity to ride under your own power The Marina Railroad from Palm Avenue, all the way down into the one-mile circle balloon loop and then back to Palm Avenue. Cost is \$155, sponsorship funding available. And if you need or want to use some of the sponsorship funding so that it's more affordable to you. Just call me a to 277-7690
- Council Member Burnett – The eviction moratorium is a State program. President Biden allowed the national program to expire on Friday, citing he believed insufficient authority to extend the moratorium beyond the weekend. However, the states are free, and the county is free to, and I guess the city is also free to adopt a moratorium. I would encourage citizens to write to their

administrator ours is Wendy Askew and also to our governor, urging them. These are desperate times, and there are many people who are being impacted by the evictions. There's funds that have been given to the state that have not been dispensed, and that to me is just unacceptable. So, I just wanted to clarify that this is a this is a state program.

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 98080-98164, totaling \$584,360.76
Successor Agency Accounts Payable Check Number 69, totaling \$2,756.09
 - b. MINUTES:
 - (1) July 7, 2021, Regular City Council Meeting
 - (2) July 13, 2021, Special City Council Meeting
 - c. CLAIMS AGAINST THE CITY: None
 - d. AWARD OF BID: None
 - e. CALL FOR BIDS: None
 - f. ADOPTION OF RESOLUTIONS:
 - (1) City Council consider adopting **Resolution No. 2021-88**, Rejecting bids received for the City of Marina Airport Building 533 Exterior Improvement project, and approving re-advertising and call for bids for the City of Marina Airport Building 533 Exterior Improvement project.
 - (2) City Council consider adopting **Resolution No. 2021-89**, approving the Designation of a Portion of Lot 25 as shown on the Phase 2 East Final Map as California Avenue Right of Way.
 - (3) City Council consider adopting **Resolution No. 2021-90**, approving the creation of public utility easements on City properties and within Specific Plan boundaries of The Dunes on Monterey Bay development project subdivision (formerly University Village) subject to the technical approval of the legal descriptions by the City Engineer; and authorizing the City Clerk to record certified copy of resolution in the Monterey County office of the County Recorder.

- g. APPROVAL OF AGREEMENTS: None
- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
- i. MAPS: None
- j. REPORTS: (RECEIVE AND FILE): None
- k. FUNDING & BUDGET MATTERS: None
- l. APPROVE ORDINANCES: None
- m. APPROVE APPOINTMENTS:
 - (1) ~~City Council consider appointing to Recreation and Cultural Services Commission: Sheila Baker. 1 Seat expiring February 2023. Pulled by Mayor Delgado, becomes agenda item 11a~~

Mayor Delgado requested to pull agenda item 8m(1) for discussion.

BIALA/BERKLEY: TO APPROVE THE CONSENT AGENDA MINUS 8m(1). 5-0-0-0 Motion Passes by Roll Call Vote

9. PUBLIC HEARINGS:

- a. City Council open a public hearing and take testimony from the public on extension of Marina Station Development Agreement.
 - i. Approve Resolution 2021-, approving Assignment of Development Agreement related to the Marina Station Project to 3rd Millennium Partners.
 - ii. Introduce Ordinance 2021-, read by title only and waive further reading approving the First Amendment to the Development Agreement related to the Marina Station Project.

Public Hearing continued from July 20, 2021

Public Hearing continued to a date to be determined in September 2021

- 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 appointing to Recreation and Cultural Services Commission: Sheila Baker. 1 Seat expiring February 2023. *Pulled by Mayor Delgado, was agenda item 8m(1)*

Council held a discussion on the appointment process and the merits of the scoresheet.

MEDINA DIRKSEN/BIALA: THAT WE ACCEPT THE APPOINTMENT OF SHEILA BAKER TO THE RECREATION AND CULTURAL SERVICES COMMISSION WITH A TERM EXPIRING FEBRUARY 2023. 3-0-2(Burnett/Berkley)-0. Motion Passes by Roll Call Vote

Public Comments:

- Mike Owen – Commented on the Commission appointment process and the reasons the scoresheets were created.

- b. City Council consider adopting **Resolution No. 2021-91**, authorizing the City Manager to enter into an agreement modifying the Below Market Rate Housing Implementation Agreement with Marina Community Partners regarding Workforce Homes, and requiring Marina Community Partners to pay a Housing Program Fee in-lieu of following certain administrative requirements and directing the City Manager to develop a program for use of such fee that provides homeownership opportunities for low, moderate and workforce households. *Continued from July 20, 2021*

Council Questions: What happens in the case of default? From historical concept, how did we get here, where did this come from? Is it something we must do? What is the incentive, if the price is the same for a market price housing versus workforce housing if market conditions are what they are, which is out of our control to be able to set a price and meet the original intent of this agreement? The first Implementation Agreement was back in 2007, 2008, correct? And the original idea was 10%? So, that would equate to 123 Workforces homes, correct? Council and MCP entered into an agreement that would try to keep these houses, affordable for a select income-based income, capable group of people the low and low and very low are already covered by other programs but there really wasn't anybody or a program to address this gap between 120 and 150%, correct? The Second Implementation Agreement in 2018, did MCP ask for the reduction from 10% to 5%? So, we went from 123 workforce homes under agreement to now and agreed upon 62 homes? Would someone who was a speculator, someone who was looking to buy and flip, would they qualify in this program? Given the current market conditions, if someone is qualified for this program based on their income and assets might they be less like to afford a market rate home in another situation, another scenario? Can you identify where the \$200,000 is coming from that you mentioned? Would the \$200,000 be earmarked or set-aside and specified for this housing program that is yet to be developed? How did we get to the \$35,000 number per unit? Was there any kind of Nexus study? If we were to put together a 10-year housing program wouldn't the housing admin person being paid a \$150,000 year consume the entire \$1.6 million? Are the interest rates a critical piece to make or close the gap in our situation? Was this a staff idea, this \$1.8 million In-lieu of versus workforce or was it a developer issue? If we don't make this change and we go ahead with workforce housing units what do, we walk away with instead of the \$1.8 million? Do you think the \$1.8 million could be used to help 45 families or are we better off saying no to the \$1.8 million and make sure we help 45 families get workforce housing?

Public Comments:

- Liesbeth Visscher – How have potential buyers that currently already are on the list, been selected by Shea? What has been done to inform residents of Marina about the option to purchase a below market rate or workforce home? What can our answer be to any city residents, including those currently employed by the city when they ask how they can qualify to buy a new home in any of the developments in Marina? Will the city be able to help its residents with a proposal that's now on the table? Will they be able to help if the Fair Housing Act doesn't allow treating potential buyers from within or outside of Marina differently? Does not think that filling out more forms and needing to take care of administration is a good reason to change the original requirements. Has it been considered to simply discount 45 of the homes for eligible workforce buyers? Agree that with the current proposal the workforce households will be outbid by higher income

households. Afraid that the \$1.6 million will not be sufficient to help many people know that these moments, and even less several years from now. Thanked the council members for many of the questions and the staff and Don Hofer for trying to explain to members of the public why it will be the best option for the city and its residents to choose this \$35,000 per home option. Thank you

- Dusan Tatomirovic – If the city decides to take the money then the money should be put in an interest-bearing account of sorts, that could generate basically at the current market rate about 20% annually, which would give us the same return in interest over a course of four years so we would have a continuous supply of money, rather than using it just one time.
- Paula Pelot – The \$1.6 million is never going to be enough for home buyer's assistance. We went through this with the Ingram housing fund, we tried for years. What you're trying to do is get people in who would otherwise not be able to qualify for the mortgage for the home in the workforce housing market. That is not a sufficient amount of money, you cannot get the appropriate ratios such that they will be able to step up and purchase this workforce housing. We had \$1.75 million, and this was 10 or 15 years ago, and we were not able to execute a program, and we had all kinds of experts helping us from the housing industry, they could not do it, the amount of money that you can loan to them from that pool is not sufficient for them to be able to get a loan for a workforce housing. It just doesn't pencil out. Thank you
- Nancy Amadeo – Bought three homes over the time and in three different loan ways. It appears that the reason the city is talking about taking money as opposed to this workforce housing program is that the people who would normally be going through a workforce housing program qualify for buying the way it is now, they are on an equal footing. The workforce housing process is unnecessary and it's very expensive, you have to have people who are qualified to operate it. The city ends up receiving funds that they can use for other kinds of housing programs that is developed in our downtown in our core; It may be rental assistance housing. There's a lot of possibilities of how that that money could be used. Nobody ever dreamed interest rates would be below 10%. What I got out of the presentation is that workforce housing, really doesn't exist in the way it did in the past because interest rates are so low, they qualify for regular price housing.

MEDINA DIRKSEN/BIALA: TO APPROVE RESOLUTION NO. 2021-91, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT MODIFYING THE BELOW MARKET RATE HOUSING IMPLEMENTATION AGREEMENT WITH MARINA COMMUNITY PARTNERS REGARDING WORKFORCE HOMES, AND REQUIRING MARINA COMMUNITY PARTNERS TO PAY A HOUSING PROGRAM FEE IN-LIEU OF FOLLOWING CERTAIN ADMINISTRATIVE REQUIREMENTS AND DIRECTING THE CITY MANAGER TO DEVELOP A PROGRAM FOR USE OF SUCH FEE THAT PROVIDES HOMEOWNERSHIP OPPORTUNITIES FOR LOW, MODERATE AND WORKFORCE HOUSEHOLDS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY. 4-1(Burnett)-0-0 Motion Passes by Roll Call Vote

Substitute Motion

Burnett/Berkley: we accept staff recommendation for the housing program the elimination of the workforce housing and substitute as identified in the staff report, with the addition of directing staff to come back in November with a housing program. 2-3(Medina Dirksen, Biala, Delgado)-0 Substitute Motion Fails

- c. City Council consider receiving presentation on the Fiscal Year 2021-2022 and 2022-2023 Budget and provide further direction to staff. *Continued from July 13, 2021 – Slide 15-16 Continued*

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 10:25 pm

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor



DRAFT

Agenda Item: **8b(2)**
City Council Meeting of
September 21, 2021

MINUTES

Tuesday, August 10, 2021

6:00 P.M. Open Session

SPECIAL MEETING

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

Council Chambers
211 Hillcrest Avenue
Marina, California

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/>

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: Cristina Medina Dirksen, David Burnett, Lisa Berkley, Mayor Pro-Tem/Vice Chair Kathy Biala, Mayor/Chair Bruce C. Delgado
3. **MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE** (Please stand)
4. **OTHER ACTION ITEMS:** *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment*
 - a. City Council consider receiving presentation on the Fiscal Year 2021-2022 and 2022-2023 Budget and Capital Improvement Program; and provide further direction to staff.
Continued from July 13 & 17, 2021 – Slide 15-16

Council Questions on General Fund Budget Presentation: the 26 streets that were identified as being the worst condition, could you provide a ranking what the PCI says about their condition and how they how they compare to each other? City facilities (City Hall community center council chambers) could explain that vacant office space? Could rent some of the existing office space is a temporary solution to

our current city offices? Administration - when we talk about a bond measure what risks are involved? could we go further and call it an infrastructure bond because that would take care of not only our streets, but possibly some of the new buildings that were talking about? The new infrastructure bill, do we know enough about it to know whether or not they'll be trickle down to us? The policy right now has been through Covid of working from home, is that working for us? Tell me about the policy Prince working from home is it advantageous to allowing us to do some things and clean up? Can you give us a picture of what we're spending, and consulting cost as compared to what we spend in hiring them specifically I'm thinking, you know planning and, and secondly, don't developers pay for staff? Going back to Fire - You said that the new developments do not meet a four-minute response time is that a national standard or is that an insurance standard? Do you know as a result of that, if there's any penalties and punitive action where are people seeing it on their insurance bills? What is the cause and effect of having not that four-minute response time? Do we hold any responsibility if something were to happen outside of that four-minute response time? When do we plan on getting the General Plan completed? So that means our general plan realistically will be done up until the earliest at the end of 2024 is that correct? Other things may be impacted based upon our general plan such as Cypress Knolls or the Sports Center, or the community center teen center is that correct? When we talk about the upgrading of our existing parks and open spaces are, we taking into account that we are in a drought and very likely will be for the foreseeable future? You mentioned the bond and Councilmember Medina Dirksen also mentioned the bond to the parks, can you do you have a guess-estimation of the cost of that bond? Moving then to road, so aside from these 26 roads, that it would cost about \$2.8 million a year once our roads to maintain, is that correct? Facilities overview - can I consider these unfunded facilities overview? So, on the bottom remaining blight that 18 million, I remember we have three tiers, right. So, the first year and the second tier have all been funded so essentially when you say remaining blight are you talking about the tier three? When did our current street planning occur? When did we adopt that and when did we start doing repairs? Right now, there is a dramatic increase in the amount that we are spending for our streets, yes? Of the 26 streets below 25 PCI, does it help at all just to do some band-aid fixes, if we can't get to it right away, or is that just throwing money out? The \$3 million for water city sports center - looking at the funding sources above and, theoretically, is the general fund \$3.4 million available for that theoretically? Theoretically, the land sale revenues in project? Blight Removal Monies - We had 8.5 million reallocated something like \$7.2 but \$1.3 blight removal monies that are remaining theoretically could those go to rehab, the sports center water? If we had a \$36 million bond to cover a lot of our unfunded facilities for police and fire, teen center, Senior Center, Aquatic Center and the Civic Center. If we had a \$36 million bond. Approximately, what would that cost property owners and you know per hundred thousand dollars of assets, do you have any ballpark figure for that? Unmet Needs - has the fire and police departments given you a list of unmet needs in a priority order? Has the Planning Department given us a list that we could see their unmet needs that are prioritized? So, can we kind of assume that they're already in prioritized order the way you presented them in the slide presentation? Is there an update, timeframe and cost associated with the repair of the Los Arboles Sports Complex? How are we doing on the Hayes Circle swap? Do you think will make that prioritize deadline? What is the timeline on median project on Del Monte Blvd. between Reindollar Avenue and the Freeway entrance, which council approved and allocated monies for? The recent study we did for the fire department did it have a table of organization? Recommended Firefighters - if we had three companies how many battalion chiefs would we need? So, do you need one Division Chief per company? What is the difference between a Battalion Chief and a Division Chief? If we had in the future 3 division chiefs would they amongst them be able to do most of the deputy chief and fire marshal chief duties? [FORA Blight Removal Funds - how much of a wiggle room do we have to use the funds on Aquatic Center building to take in down to the foundation? Broadband - can present your thoughts on where the Broadband vision is for that? Should the Police Study be included in our discussions? when do we anticipate doing that police study? Do we have an estimated cost of the study? The police study would include the expansions of the Dunes and Sea Haven, correct? The county addresses East garrison, this is

not a marina police issue, unless it's in a life or death, correct? What happened with the request for the audio visual at the Marina Library? Public Works – Is public works able to keep up the needs at this present junction of what they do? What would become with the extra positions that you're planning for? Would that allow for better care for facilities in terms of like bathrooms? Where do the three parks play in matrix to of future needs and are we properly staffed at this particular moment to address those needs in the future? How does our public works compare to other cities our size? What is the process to get a Utility Users Tax (UUT) going? How much money are we talking about? When would we actually get it if and when we complete the process? On the ARPA funding and bring on a consultant, when is that going to happen and when will the funds be available?

Council Questions on Capital Improvement Program Presentation: Why is the Imjin and third intersection traffic light consider that tier three? Have you received concerns phone calls complaints, emails, etc, about how dangerous this this intersection is? Have from the VTC expressing concern for the veterans who are trying to cross and function around that area? On the Unallocated General Fund Teir 1 slide, is this is an additional money that needs to be spent? Unallocated General Fund Tier 2 slide, Are the storm drains included in this CIP? Safety of Street – is there not a bill that is being introduced or being introduced to allow the speed limits to be set by the city? Is there anything that we can do to lobby, either supported this bill or any other efforts that have taken control over setting speed limits from the city? The Los Arboles Sports Complex deck, is there an opportunity for grant funding we could apply for? the Martin Luther King sketch statue garden \$250,000 now is that just the high end of this? How did you estimate the cost on this? The police records management system, is this a conservative number? Are there any economies of scale going in with another department or is it very unique to our own? Is there any state funding for this since state mandate? With antiquated equipment, are you doing a lot of workarounds and how much extra cost is that? The Maintenance Records Management System, is this something that would keep on track, current projects and future projects? On-time land sales of \$6.2 million are you recommending that we choose only two of those five parks? If we chose that one under this list does that mean on the next slide where you have parks impacts fees you also have Gloria Jean Tate twice the redesign and then just the pump track Does that mean that we could potentially be putting in \$1.5 million in one and \$200,000 in Gloria Jean tape Park, or if we chose just the pump track and the redesign would that mean that we are sufficiently covered for that so we don't have to choose Glorya Jean Tate on the one-time land sales pot of money? If the conversation was that we want the playground, the pump track how it was already designed, how much money are you thinking that would cost? On Locke Paddon Park, you have it listed as one time land sales and maintenance only at \$100,000, but if we took Locke Paddon Park under the one-time land sales, would we not need this Locke Paddon Park maintenance fee of \$100,000 at least for the first go around for maintenance years? Have we talked to the Regional Park District, about sharing a proposed package of expenses Covered landscaping in the front, monitoring the Martin Luther King, Jr sculptures, general park maintenance and management plan and sharing the funding with us? What's the thought on the Delta in regard to the 2.5 million itemized projects? With the delta of a few million. Would it be appropriate, as a cultural project to use that delta funding for the Martin Luther King Jr project? Was the pump track in a capital improvement program of the past? Do you agree that that Martin Luther King sculpture at Locke Paddon Park is a feature that's not in that existing Park? Was the airport location of the Martin Luther King sculpture considered a park location, was it in a park? If it's not in the existing park how hard would it be, what would be involved in getting into an updated capital improvement project list? Does the existing study, or does existing list and program include a pump track at Glorya Jean? These projects that are in Brian's lists of unallocated general fund tier one, general fund tier two. Are they currently on our 98 approximate project list; and if they're not, would it be hard to add them to that list? What's that Phase Three timing that large sum of approximately \$30 plus million from Dunes Phase Three, what's the best guesstimate of when those funds might be in phase three is implemented?

Public Comments:

- Chad Hutchins – Water City facility or the Marina Sports Complex, it's good to see that being taken as a priority. Sent a petition to the City office supporting keeping the facility open and brought back to what it should be. Hopes that with this two-year budget that, that can be a top tier priority so that facility can be used by the public today or in the you know the current next year or so or so instead of the next 10 years. Commented on Third Avenue, there's been a number of accidents but in the last two years traffic has definitely decreased but believes with the additional homes at the dunes the additional homes that Sea Haven. There's going to be a lot more foot traffic there. We should probably look at doing something sooner rather than later. Good to see the public improvement projects for our parks especially the water city facility as myself and a group of people would love to make use of that facility again. Thank you
- Brian McCarthy – As the public works director mentioned expanding or purchasing what I call a ticketing system that allows citizen to document any concerns or possible work orders I think is incredibly important so, I hope you continue to evaluate that and move on that sooner rather than later. Continue to support increased staff in particular code enforcement. But staff all around the city and the planning department in general. Likes the idea of a long-range planner. I heard some discussion about a utility user tax, I'd be cautious about supporting that out of the gate that tends to affect folks that can least afford paying the extra tax. Commented on the neighborhood speed limits and mitigating the problems. San Jose uses aggressive measures to slow the speeds in their neighborhoods. The city just needs to decide do we want to be, you know, vehicle centric high speed city, or do you want to be a pedestrian friendly, you know, slower vehicle speed type of city. thank you.
- Andrew Vogl – Supports funding the Water City Rink. Asked if the \$1.3 million mentioned in the blight was tied up or could it be used to do community renovations on different projects.
- David Hohmann – I'm the one you know that put on the rally for the rink and been you know creating all the signatures and everything like. Every day I get messages and texts asking what's going on with the rink and, you know, I don't know how to give a straight answer to tell you the truth. Wanted to just want to let Council know that a lot of people on a daily basis are really concerned about the rink; they really want the rank to stay here in the county and in the city of Marina, so would really benefit us. Concerns about the rink size being cut down. Let council know that more signatures are coming, and people want the rink to stay.
- Collin Wrights – Advocating for the hockey rink, it's a valuable community resource and it's worth budgeting for.
- Justin Faulk – Thinks the rink budget wise, it would be cheaper to leave it as a hockey rink then it would be to do a full-scale renovation into other things. It's a unique facility and has the potential to be self-funding if the right kind of multi-use sports things were added, and maybe some concessions. Thank you
- Karen Andersen – Happy that the racism study is being funded. Happy that the MLK Sculpture Garden is in the tier one of the other lists and will help create the city and the library area to become a destination for people wanting to learn more about the civil rights era, and the area we're in currently. Don't put anything too close to being underneath cypress trees they tend to drop their limbs. So, thank you very much
- Larry Moonan – Commented on the Marina Sports facility and the comment made by the City Manager about lost revenue to the surrounding area. We've seen a lot of tournaments and things related to that facility that have hosted a lot of people in town for weekends, or just for the day; and a lot of folks spend money in Marina that would be spent elsewhere otherwise so I think that's a very real variable to consider. As mentioned, that facility could easily be self-sustaining and

running the in the black with some promotion and management. So, don't underestimate the potential there for that to be not only a great facility and a great draw but also a moneymaker for the city over time. Thanks

- Vaughn Moonan – Advocated for making the renovations, and it's just investing money in that place and, you know, making it what it could be. Thank you
- Doug Yount – compliment council for spending as much time while going through these difficult budget sessions, there's a lot of difficult decisions. Encourage council to consider is the expenditure of funds particularly one-time funds towards an economic development type returns, if you will, by spending these funds for example, with blight removal on the former Fort Ord, particularly, and on the large park or other areas Cypress Knolls or the other areas of the Dunes in the southern part of the Dunes project. It helps prepare that property and the surrounding properties for economic development which in turn, provides significant resources to the city to do all the other things that are important that you've listed tonight. Encouraged Council to look at the funding of such priorities and spending particularly on the one-time revenues with that criteria in mind of a return or investment. Thank you

Mayor Delgado's Backup document for motion

Funding sources

\$3.4M unallocated GF

\$5.4M Recovery Act

\$6.2M Land Sales Revenue

\$600K community improvement projects

\$1.3M blight removal

\$16.9M total

Missing from budget -

\$300K for 2 years of landscape architect/arborist

\$0.3M Cypress Knolls planning process

\$1M medians DMB

\$3M Water City/Sports Center

\$1M Windy Hill bathrooms

\$1M dog park and other amenities Gloria Jean

\$1M other parks

\$1M MEC (in addition to \$850K already allocated)

\$5.3M 26 failed streets

\$0.1M DMB demo landscaping project

\$0.05M Los Arboles office safety repairs

\$0.05M AV Library upgrade

\$0.075M MLK Sculpture

\$14.85M total

not included above but already in hand or coming soon to a City near you...

CFD's \$25M in upcoming years

new hotels \$2.3M+ per year

Dunes Phase 3 \$13.5M

\$6.5M FORA escrow bonds

30.5M Impact Fees

Total \$15.8M in 3-5 years AND \$62.5M other outyear funds

DELGADO/MEDINA DIRKSEN:

- 1) **USE EXISTING FUNDS FOR LANGUISHING UNMET AND DESPERATELY NEEDED PROJECTS INCLUDING DOWNTOWN MEDIANS AND PARK IMPROVEMENTS**
- 2) **USE EXISTING FUNDS AS BRIDGE FUNDING TO PAY PRIORITY UNMET STAFF NEEDS**
- 3) **USE COMING FUNDS TO CONTINUE FUNDING STAFF NEEDS**
- 4) **BEGIN DELIBERATION FOR \$36M BOND FOR NEEDED FIRE, POLICE, SENIOR, TEEN, AQUATIC, AND CIVIC FACILITIES**
- 5) **BRING BACK OPTIONS TO CONSIDER SPENDING FROM THE \$16.9M CURRENTLY AVAILABLE FUNDING FOR THE \$14.85M NEEDS LISTED ABOVE MISSING FROM BUDGET AND AS \$\$ FOR A BRIDGE TO MEET CURRENT UNMET STAFFING NEEDS WITH EXPECTATION THAT 3-5 YEARS OUT-FUNDING COULD CONTINUE FUNDING THESE STAFF NEEDS.**
- 6) **TABLE OF PROPOSED EXPANDED ORGANIZATION FROM DEPARTMENTS**
- 7) **FUND LISTED \$6.4M PARK IMPACT FEES**
- 8) **PROPOSE WITH MONTEREY PENINSULA REGIONAL PARK DISTRICT A SHARED FUNDING PACKAGE FOR LOCKE PADDON MLK SCULPTURE, LANDSCAPING DO-OVER, MGT. PLAN, AND \$100K MAINTENANCE IMPROVEMENTS.**

COUNCIL MEMBER BURNETT'S FRIENDLY AMENDMENT:

- 9) **PROVIDE CITY COUNCIL WITH BLIGHT REMOVAL COST FIGURES.**

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

Substitute Motion

Burnett/Berkley: that we direct staff to review the funding sources and clearly identify those that are unencumbered and can be utilized how we see fit; staff to come up with some hard numbers on filling all of the staff, the vacant staff with some tight timelines; and costs of blight removal.

Withdrawn by maker of the motion.

5. **ADJOURNMENT:** The meeting adjourned at 10:03 pm

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor



DRAFT

Agenda Item: **8b(3)**
City Council Meeting of
September 21, 2021

MINUTES

TUESDAY, AUGUST 17, 2021

5:00 P.M.-6:25 P.M. Open Session

SPECIAL MEETING CITY COUNCIL STUDY SESSION

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/>

1. CALL TO ORDER

2. ROLL CALL & ESTABLISHMENT OF QUORUM

MEMBERS PRESENT: Cristina Medina Dirksen, David Burnett, Lisa Berkley, Mayor Pro-Tem Kathy Biala, Mayor Bruce C. Delgado

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

4. City Council Study Session

- a. City Council to receive presentations and information from staff and consultants on development of a hotel located on property known as The Dunes at Monterey Bay Opportunity Site 1A on which the City holds an option to purchase from Marina Community Partners LLC; and provide direction as appropriate.

Presentations on proposals will be made by the following firms:

(1) Blackridge Colorado, (2) Petrovich 53d Partners and Cambria Hotels, (3) Kuber Arizona, and (4) Dadwal Management Group.

- b. Council Discussion, Questions of Staff, Consultants and the Proposers.

- c. Public Comment

- Gabriel – Asked about ADA compliance and how many rooms will be required for this hotel
- Brian McCarthy – Finds this fascinating. know the city constraints with resources, but I would be remised to say that this might have been a fantastic opportunity for a joint session with the Planning

commission. this isn't just about building a new hotel; it's going to be a great source of tax revenue. One thing I would offer is that the amenities for guests and visitors, but I really want to hear about how the property may also integrate with locals in the community. Mr. Dadwal has fantastic experience opening his hotel to locals and providing a very vibrant space that I think his, his guests really enjoy, as well as visitors to our city and you can see kind of the character of the population of our city, not only just other visitors and tourist. I think there's a lot of options on the table. I hope you continue to have a couple more meetings like this, to discuss those options

- Sarinder Rana – It's a very nice discussion and it's a good opportunity for Marina city and the presentations were very interesting and very engrossing. Marina as a city is still in the shadow of big traffic generators like Monterey and Pebble Beach so it is good to hear that the developers from outside with a lot of experience with big equity and very good expertise also are willing to come and work with us. Marina is still developing, and it has its own very unique needs. Would like to see someone who is who already understands these needs, and is able to develop a facility, based on the local needs and also understand the traffic which has been coming. Harvey Dadwal's proposal has a lot of merits and will add a lot of value to Marina as a city in terms of employment generation and experience and also maybe saving of funds. If I have to give support to in this project, I think that will go to Harvard Dadwal, thank you.
- Adrian Tobias – we are a company based in Costa Rica, Central America and have design projects in 16 countries in the area. Visited Monterey Bay three or four years ago I had the pleasure to meet Harvey and Shyam and I really fell in love with your area. From our experience what we would like to bring into Monterey Bay is a new vision and think this project should become more like an oasis. The idea is to bring in a lot of ecofriendly; and we have done very successful, state of the art ecofriendly projects, and we think you have everything he needs to do something like this. We want to learn more about your culture, your people and do a greater reputation of it with a great kind of a new standard, and you will then market that, and it will bring people to Monterey Bay. thank you for the opportunity and we hope we can work with this. Thank you very much
- Steve Emerson – Appreciate everyone on their presentations this evening but I would be really interested to find out from Debbie Kern on the general financial and the strength of everyone here. We don't want to have something come back to six months or nine months from now and on a promise and discover that they cannot deliver what is potentially promise. Primary concern is that we are looking at a hotel for Marina, and that we do not overlook or out price our local residents. We have long needed a facility where our own locals can actually have events and absolutely have full-service events with dining etc... without pricing our local community. It's a beautiful spot. It has potential for a lot but, turning it into some sort of a five-star destination that nobody within our community can really afford to be at I think misses the boat in my mind. We want to look at how the facility would echo our community, obviously on the upper end and that's fantastic we'd love to have that but we also want to be conscious of how we can integrate our local community or nonprofits and our businesses to work with the ultimate product. Hopefully, there will be other opportunities where we can look at these a little bit more and have some more feedback. Thank you
- Agha Bilal – Mr. Patrovic has excellent visual presentation; Mr. Dadwal has excellent presentation too. Is that what we want to build a high class, high end hotel over here? What is the benefit for our community, Only the tax what we are going to get? Are there some other activities, which we need to afford? I have two daughters and when I want to get them married, I'll have to go to the Bay Area. because no local hotel, have a hall where I can go over there with my 400 guests and serve them an affordable price. We are looking for certain things which we can afford as a citizen and enjoy it as much as we want; and the city can get more revenue, as a taxes but city also have to look that the citizens of the city also get benefited at the same way. Please select the developer who look for the local community. Thank you

- Asad Mohammadi – Thank you very much for the opportunity given to me and after listening to all four presenters all of them was excellent. Impressed with Mr. Harvey presentation and I would like to support him because he is local, and also for the benefit of Marina. He has a lot of experience because he was in this business for a long time. Thank you
- Karen Andersen – I had one question after listening to all four presentations and that's to Mr. McChesney he mentioned that there is a Sand City project in competition, time wise, and he mentioned that the, he would need a quick approval for the marina project. So, I would like to ask him to give us a little more information about what he's talking about. So, that's my question.
- Matthew Oropeza – Couple of things, Half Moon Bay they built a Ritz Carlton it struggled with occupancy the last 10-15 years that it's been built, so, a luxury property that isn't a destination property tends to struggle on the peninsula. People that go to Pebble Beach can afford to go to Pebble Beach, and they'll pay full price to go to Pebble Beach so it's tough to bring them a little bit of ways from there So, in that sense, I think the luxury property is a tough sell for me. Mr. Dadwal's presentation is fantastic because he does talk about being a LEED certified building that's super important when we're talking about climate change and global warming. We should be building buildings that are LEED certified and never approving anything that isn't. When you go to approve this project make sure that these hotels are giving proper wages, conduct a wage survey, make sure that these hotels are paying top 25% wages to their employees because they work hard and deserve a share of the profit that this hotel will make in the end. Thank you
- Michael Grove, EMC Planning – Thought all four presentations were well done. Noted Paul Petrovic is a man of integrity and is well known for his projects. Petrovic's is a family-owned business, and they have provided so much public benefit and community benefit to the communities they've worked in. It's imperative that the council, look into each one of these projects that are being proposed in terms of not only the quality and type of design but also the financing and availability of the financing to be able to actually get this project in the ground. Not opposed to a high-end hotel because the high-end hotel can still provide the quality that you're looking for, but also provide for the locals. It can provide restaurants and events for weddings and other types of meetings. Look at the public benefits when you look at all the four different developers and what they can bring to the community and Marina. Thank you
- Brad Imamura – All four made some excellent presentations and really appreciate the developers for even considering Marina. We're property owners here and we really welcome this type of project here hopefully that's going to add to the tax base, we really need it. We're going to defer to the wisdom of you, Mr. Mayor, and the rest of the council to make a responsible decision on what project or what the developer to go with and we appreciate all of your participation and looking out for the welfare of the city as a whole. Hopes we don't get into a situation where we're doing a lot of analysis/paralysis all of these have some benefits, but I think I had a choice I like the concept of the mixed-use idea; it had a lot of benefits. Again, appreciate all those who made presentations and proposals, and thank you for the opportunity to speak
- Shyam Kamath – Dean of the Emeritus at California State University Monterey Bay's College of Business and was initiated and co launched the Sustainable Hospitality Management program there that has grown to about 100 students specifically trained to do good but do good for the end bottom and by working in the hotels and bringing the best practices. Marina has a unique opportunity to become an iconic destination for bringing together environmental responsibility with responsible development. What stands out for me is the fact that the mixed-use development that Mr. Dadwal is proposing and the local sourcing and the local elements he is suggesting are today. what are at the forefront of city development and city management. Having the hotel as a sustainable property right next to the university with a one-of-a-kind, hospitality program is very key. From the University's

point of view, it makes great sense to have an equal hotel in the area, and something iconic, a destination hotel that brings people from all areas of the world. Thank you

- Grace Silva-Santella – Candy Myers-Owen, many, many years ago, who's no longer with us, was a big proponent of eco-tourism for our community of Marina. Not going to speak in favor of one of these proposals, but I am going to ask all five of you to please appreciate and honor what is so unique about our setting here in Marina. Would like to see us celebrate the Fort Ord Dunes State Park, celebrate Fort Ord National Monument, celebrate our future Marina Sports Center, have ecotourism built into whatever development happens here with E bike rentals, with some tours out at the National Monument. Whichever proposal that you decide to work with I hope that will be a major theme of that project and that development team. Back in 2020-21 we worked on the general plan update. We talked a lot about living wages and hopes that whichever team you work with can show on paper that they support the kind of hourly wages and benefits that are critical to surviving and living here on the Monterey Peninsula. Thank you

5. ADJOURNMENT: In accordance with CA Govt. Code §54955 the City Council may adjourn this special meeting to a time and hour specified in the order of adjournment.

The special meeting adjourned at 6:35 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor



DRAFT

Agenda Item: **8b(4)**
City Council Meeting of
September 21, 2021

MINUTES

Tuesday, August 17, 2021

6:25-6:30 PM. 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

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/>

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: Cristina Medina Dirksen, David Burnett, Lisa Berkley, Mayor Pro-Tem/Vice Chair Kathy Biala, 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, significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of CA Govt. Code sec. 54956.9 – one potential case.

6:45 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

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

5. **SPECIAL PRESENTATIONS:**

a **Cal-State University Monterey Bay Update**

b **Recreation Announcements**

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

- Pat Grant – Here on behalf of our community of Marina and the neighboring communities that enjoy our Marina. Commented on the Marina Equestrian Center uses; private boarding; long-term boarding; Program Of Utilization; the current Request For Proposals for Concessionaires. The RFP, and states on page two equestrian facilities on the site will be available for public use horse rentals lessons, guided trail rides, Both temporary and some private long term boarding the multiple disciplines that equine therapy. The city has been warned several times that the horse party facility is not allowed on the property. On page 65 of the city's RFP Exhibit B is a letter from the National Park Service to city staff, it states in part, as we have stated in previous communications boarding horses is not precluded as a legitimate public recreationally. I request that all possible concessionaires be asked to submit proposals that include the use of boarding as outlined in the approved 2013 program of utilization, which includes both temporary and private long-term body. Please ensure that whatever concessionaire or concessionaires are selected to go forward with our park they include long term boarding as part of the plan. Thank you
- Liesbeth Visscher – Chair of Citizens for Just Water. Provided Council and the public with an update on the proposed Cal-Am Desalination project. The best way to stay informed by visiting our website and signing up for our email list www.Citizensforjustwater.org . Invited Council and the public to listen to the public comment that I gave this Friday at the Coastal Commission meeting on behalf of Citizens for Just Water.
- Kathy Biala – Speaking as a private citizen – Read one of the public comments to the Coastal Commission and why we address the Groundwater Dependent Ecosystems as it relates to the Cal-Am project in Marina; 1) it expressly Coastal Act requirement to protect the wetlands of a coastal zone, which includes Vernal ponds. 2) although Cal-Am has always asserted that they're Desal project extracts primarily from the ocean we know this, not to be true. And the majority of water will come from groundwater aquifers, Marinas sole source of potable water. (3) Cal-Am asserts that our Vernal ponds don't depend on groundwater from the dunes sand aquifer, but the City and Marina Coast Water District have demonstrated that the vernal pools are interconnected with the aquifer and will be affected by the project. There are now two studies one from Cal-Am that study three Vernal ponds and one from the City of Marina that studied six Vernal ponds located in the coastal zone using Cal-Am's own latest data, Marina and MCWD hydrologists have both proven, the ponds have hydro logic connectedness to the dunes sand aquifer subsurface water that Cal-Am

is proposing to us for desalination. this was one of the messages that was delivered and just for the residents of Marina to know that we are still not out of the woods. So, thank you

- Joshua Banks – Been following the situation over at the Marina Equestrian Center since early August. The last time I attempted to call attention to the bullying, harassment and criminal delinquency I was ignored by the Mayor and Police Chief. As a fellow public servant, I am aware that I cannot hide behind *“I did not see that email or lack of response”* as a method of ignoring issues. It is clear to me that these problems continue to this day was the spreading of lies and false narratives to hold members of the public emotionally hostage. Visiting the supposedly public equestrian park prior to when they were put on notice felt more similar to trespassing on private property. Due to the treatment that I received on multiple occasions seeing members in a sense of community after being forced to clean up their act by the city while simultaneously lying and manipulating the public assures me that they will gradually slip back into the entitled behavior if allowed to keep control of the park. Thank you
- Karen Hassan – Commented on public trust in our government and low anxiety over misinformation. Citizens are being misled in social media and the digital communication environments, across all forms of media and expressed concern over the creation spread of made-up news. What happens when the made-up news is the only story that's being told, and if it's being echoed by the local government? One story being told about the Marina Equestrian Center Park, and it is the MEAs. It was Mayor Delgado who first informed us at the end of the summer in 2019 that long term boarding is not permitted at the public park and what needed to happen was a new concessionaire needed to come through an RFP. For 23 years the MEA, who has never received the required vendor approval for the from the Park Service has operated a boarding facility, allowing for exclusive use by a very small group of Monterey County residents, a program in violation of the land deed, and its subsequently has been repeatedly cited. Please reflect on who you represent those who voted for you and those who did not. Is today a good day to tell the truth, regarding Marina's largest public park? Does the city council and staff have an obligation to his constituents to make sure they're fully informed? If one member of the Council is clouding, distorting and or lying do staff and other council members have any legal and moral obligation to call them out or to address it publicly? If your constituents don't know that they've been wronged doesn't matter to you? Thank you
- Tommy Bolea – 3.06.21 We have a lot of projects going, the city's growing, just I hope we have water under control here and water is in your budget. You guys want to continue to build more hotels, and that's great, but we must work on the water issue somewhere. Growth is good, but at the same time growing too fast is not great. Noticed that some of the budgets that you mentioned it would be nice to have more in road repairs.
- Elizabeth Plante – Asked City Council and everyone to identified themselves. Wondering if speakers are residents, if they are a business owner or if they work in Marina and what their interest in Marina is. Wondering if we must identify ourselves and our interests. Thank you
- Council Member Medina Dirksen – thank you to our fire department who, in conjunction with the Monterey Fire Department put on a vaccine clinic at Los Arboles, they were giving vaccines to 12 and over so I greatly appreciate the collaboration and just a little bit of peace of mind that you can get yourself, or your child over 12 vaccinated here in Marina. Would like to see some rapid testing, if we can, as again as kids are going back to school, there's a lot of germs out there and what the Delta variant it's very concerning to me it's concerning to our community. So, if we can just continue to push out the information where the vaccine clinics are and where the testing sites are.

- Mayor Delgado – Rode the Railroad Handcar with some friends over the weekend, it was a wonderful experience a lot of fun. Thanked the 8-9 volunteers that showed up to pick up litter along Del Monte Boulevard, and Lapis Road. They collected a lot of garbage. The next such litter pickup is Saturday, September 18th meeting at the southern junction of Lapis Road and Del Monte Boulevard, all supplies and lunch, are provided by the Citizens for Sustainable Marina and Marina Subway provides the sandwiches. thank the volunteers that are collecting seeds and growing plants for Hilltop Park. We estimate we're going to need about 48,000 plants and so far, we have 400 healthy seedlings growing. On August 28th Cool August Day's by Marina Kiwanis Club in conjunction with Crumpton elementary school are having Cool August Days Car Show August 28th starts at 9:00am and ends it 2:30pm with an award ceremony; It's a fundraiser for homeless youth and other youth programs here in Marina. On September 25th Marina Music Event at Vince DiMaggio Park honoring Dread a homeless person who passed away. Dread filmed a lot of events and was very active in Marina community goings-on. This is a fundraiser for homeless needs.
- Council Member Burnett – Wanted to give a reminder to everyone, they should have received in the mail their ballot for the recall of the California Governor, and I want to urge everyone to vote no on the recall, especially if you are a renter or you have or an urgent need of affordable housing. The programs that the democratic legislation is put forward and that our governor has sponsored have been targeted to try to alleviate and, you know, build as much housing as possible so I, again I want to encourage everyone to vote no on the recall. Thank you very much
- Council Member Berkley – Asked the Assistant City Attorney “If by mistake or intentionally, if a council member or the mayor or member of the public has misinformation or misrepresented the city or shown misrepresented of fact is it not incumbent on us as the city to clarify that in the public realm? So, if I say something that's not true on behalf of the city, is it not your responsibility or the city managers responsibility to correct me even publicly?

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 98165-98267, totaling \$330,758.89
Successor Agency Accounts Payable EFT, totaling \$237.50

b. MINUTES:

- (1) July 20, 2021, 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. 2021-92**, approving an agreement between the City of Marina and Shea Homes, LP, for the Landscape Maintenance of City Parcels N, OS-2.4 and OS-2.5 as shown on the Phase 2 East/Residential Final Map; and approving an agreement between the City of Marina and the Dunes on Monterey Bay Association, a California nonprofit mutual benefit corporation, for the Landscape Maintenance of City Parcels L and M as shown on the Phase 1C Residential 3rd Final Map; and authorizing the City Manager to execute the agreements on behalf of the City subject to final review and approval by the City Attorney.
 - (2) City Council consider adopting **Resolution No. 2021-93**, approving a Memorandum of Understanding (MOU) regarding cooperative assistance to comply with Senate Bill 1383, Food Waste Reduction and Organics Recycling Regulations.
- 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 June 30, 2021.
- k. FUNDING & BUDGET MATTERS: None
- l. APPROVE ORDINANCES (WAIVE SECOND READING): None
- m. APPROVE APPOINTMENTS: None

BERKLEY/DELGADO: TO APPROVED THE CONSENT AGENDA. 5-0-0-0 Motion Passes by Roll Call Vote

- 9. PUBLIC HEARINGS:
 - a. City Council open a public hearing and take any testimony from the public; consider adopting **Resolution No. 2021-94**, to approve an appeal *de novo* of the March 11, 2021 Planning Commission decision to deny an application from Starbucks for Conditional Use Permit UP 2020-01 to Convert an Existing Fast-Food Restaurant with a Drive-thru (Burger King) to a more Intensified Take-Out Establishment with a Drive-Thru (Starbucks) at 200 Reservation Road (APN: 032-181-019).

Mayor Pro-Tem Biala recused herself from this item

Council Member Medina Dirksen disclosed the conversation that I had with property owner at Walmart, and Mr. Terry Tallen in the regular course of speaking with business owners and mentioned possible ideas that might include a Starbucks for that location or some other business.

Mayor Delgado disclosed he spoke last night for about a half hour or so with Starbucks team Doug Murphy and Tim. We went over the staff report and over the sketches that are in the staff report. I got questions answered about how the cars are going to queue up and how the Burger King is going to connect with the Starbucks. We did talk about several aspects of the project, all of which were included in this report we were just reviewing the staff report.

Council Questions on staff presentation: The staff report staff indicates all concerns have been addressed so are their concerns that haven't been addressed? Is it just that we want to be loyal to the Planning Commission and start with a recommendation to support their conclusion, or is there some other reason that we recommend denial, even though all concerns have been addressed? Are there any residual remaining concerns that have not been addressed? Is there any benefit to sending this back to the Planning Commission for reviewing the last-minute changes that have been made? For the efficiency of the running of the operation of the Community Development Department is it in the city's best interest to, to, to make a decision tonight or is it better to send it back to planning? How will the affect the workload of the Planning staff and commission if we sent this back? Do we have a practice or a custom for dealing with future designations in the context here as we have an applicant who will be nonconforming when and if the downtown revitalization passes? Is the new information that was presented enough to change the outcome and the position of the Planning Commission? So the franchisees of the current Starbucks would move to this new location and the existing Starbucks would close and would be available for releasing? Is the site actually the Burger King site, and the adjacent lot, is that the entire site footprint or two lots? The current Starbucks, it was envisioned as a live work unit, do you know is that apartment above them still being used for them? Will the easement go with the land or the tenant? If Starbucks decided to leave and burger king wanted to go back, they could still do that, is that correct? What's the result of 95th percentile? What's does it refer too? so does that mean that 5% of the time, it might spill out onto Del Monte? Would you like to see 100%, or is 95% normally good compared to the industry standard?

Council Questions to Developer presentation: What new information really will change or has the potential to change minds of the Planning Commission or is it material information that is changing that you're bringing to the table? Do you feel you were denied on a basis that was not factual and not applying certain standards? Seems unsafe that pedestrians would be crossing a pickup borderline and unusual to see people walking across a line of cars that are there to order fast food, that's not safe but it's been grandfathered in, is that why you think we shouldn't deny it?

Mayor Opened the public hearing for public comments:

- Liesbeth Visscher – Is the exterior design part of the review, since this will be the the first commercial building this you see when you enter downtown? Will you or also the public, have the ability to make recommendations on how the building will be designed? It is a very permanent location, and I think these are a beautiful strong design. Thank you.
- Tommy Bolea – Noted some of the most traffic congested places are Starbucks. Since it's more morning driven, it's crucial that there's plenty of parking it looks like this has been well planned out. Too much pollution, too much smog, cars idling. It's a focal point of Marina and it's going to have a lot of congestion. The people coming down Reservation and then making a left on Del Monte, they're going to end up making a U turn at some location and that's going to be the weak point. But as far as the plan, what I saw tonight, wow, it's light years ahead of every other Starbucks location so congratulations to the architects in the design it looks like they worked overtime on this one. Thank you
- Denise Turley – Asked if Reservation Road use is for egress or ingress only? Are you going to tap through the medium there so you can get directly into the parking lot or are you going to count on

the U turn? You talked about making the driveway between the two buildings wider and the question I have on that is, will that promote people cutting through there to miss that whole signal at Del Monte & Reservation to try to cut through the parking lot? Have you considered the ability for the cars parked in the parking lot to get in and out as they have to cross the drive thru line at any point?

- Juli Hofmann – Who owns the existing Starbuck’s property? How close are we to ratifying or approving the final Downtown Revitalization Plan?

Mayor Delgado closed the public hearing.

Council Member Berkley, I’d like to make the motion that we go ahead and approve this project

Mayor Delgado – does that include the resolution on page 113 that gives whereas and findings or conditions of approval.

Council Member Berkley, Yes.

Council Member Medina Dirksen, I would like to second with the adding addition that staff approved the traffic study, or the final, there was that one caveat about staffing

Robert Rathie, Assistant City Attorney, Traffic Management Program Conditions.

Council Member Medina Dirksen, Yes, that's right.

Council Member Berkley, amendment accepted.

BERKLEY/MEDINA DIRKSEN: TO WE GO AHEAD AND APPROVE THIS PROJECT, WHICH INCLUDE THE RESOLUTION ON PAGE 113, THAT GIVES WHEREAS AND FINDINGS OR CONDITIONS OF APPROVAL; AND TO INCLUDE TRAFFIC MANAGEMENT PROGRAM CONDITIONS. 3-0-1(Burnett)-0. Motion Passes by Roll Call Vote

- b. City Council open a public hearing, take any testimony from the public, and consider adopting **Resolution No. 2021-95**, approving a 120-day extension of a Cannabis Conditional Use Permit allowing a Medical/Adult Use Cannabis Dispensary at 3100 Del Monte Boulevard (City Council Resolution 2020-65) beyond the approved administrative 90-day extension (Expiring on September 8, 2021) for a new Substantial Action Time Limit Expiration date of January 6, 2022.

Council Member Medina Dirksen disclosed she had meetings with Tony Rebel who is with the element, and with Brandon Kiyosaki as check-ins as to where we were with cannabis dispensary so I just wanted to make everybody aware of that.

Council Questions: We know the planning department is could use more staffing, has there been any delays on our part that have held up the process a little bit? How come it's coming back for a request for an extension? Is it safe to ay that this site had more work to be done? If, after the 30-day period of time, they're not ready to open do we have the ability to provide another extension? What is the process if we decide that we are not going to execute another extension and how long will that take?

Mayor Delgado opened the public hearing for public comments:

- Tommy Bolea – Suggested that that all these businesses should operate by appointments. This would balance their business. Supports the extension of the project.

Mayor Delgado closed the public hearing.

BERKLEY/BURNETT: TO APPROVE RESOLUTION NO. 2021-95, APPROVING A 120-DAY EXTENSION OF A CANNABIS CONDITIONAL USE PERMIT ALLOWING A MEDICAL/ADULT USE CANNABIS DISPENSARY AT 3100 DEL MONTE BOULEVARD (CITY COUNCIL RESOLUTION 2020-65) BEYOND THE APPROVED ADMINISTRATIVE 90-DAY EXTENSION (EXPIRING ON SEPTEMBER 8, 2021) FOR A NEW SUBSTANTIAL ACTION TIME LIMIT EXPIRATION DATE OF JANUARY 6, 2022. 5-0-0-0 Motion Passes by Roll Call Vote

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 the City Council Redistricting Public Outreach Plan and consider possible alternatives for expanding the outreach plan activities.
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 10:20 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

Agenda Item: 8c(1)
September 21, 2021

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

BY: _____



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

Marina Aviation, LLC

Name of Claimant

(831) [REDACTED]
Telephone Number (include area code)

Capitola, CA 95010

Mailing Address	City	CA	Zip Code
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The person presenting this claim desires that notices be sent to the following address:

Phil LEWIS

Name of Claimant

() XXXXXXXXXX
Telephone Number (include area code)

Capitola, CA 95010

Mailing Address	City	CA	Zip Code
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Date of the occurrence/transaction which gave rise to the claim: May 1, 2021
Month, Day & Year

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

Marina Municipal Airport, 781 Neeson Road, Marina, CA

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

City of Marina wrongfully, fraudulently, illegally, and in breach of contract, city ordinances, and good faith and fair dealing, claimed ownership of the Marina Aviation LLC's hangars at the Marina Municipal Airport, sending letters to Marina Aviation LLC's tenants telling said tenants to pay rents to the City of Marina and NOT to the true owner — Marina Aviation LLC.

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

See the two attached pages, which are incorporated herein.

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

The ASM Jeff Crechriou, presumably on orders from the City Manager.

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

Amount Claimed: \$ \$675,000.00 plus 10% interest thereon and costs

Basis for computation: Rents from May 1, 2021 for 120+ months at \$5625.00 per month.

Lost rental revenues and return on investments.

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

____ Limited Civil Case

X Non-Limited Civil Case

SECTION 4: INSURANCE INFORMATION (OPTIONAL – MAY BE COMPLETE IF CLAIM INVOLVES A MOTOR VEHICLE) NOT APPLICABLE

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

☐ Yes (If marked, please provide information below.

☐ No

Name of Insurance Carrier

()

Telephone Number (include area code)

Mailing Address City State Zip Code

Policy Number: _____ Deductible: \$ _____

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

Vehicle Make: _____ Model: _____ Year: _____

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

Glynn P. Falcon (attorney)

Name of Attorney/Representative
PO Box 2470, Aptos, CA 95001

() 650-400-1523

Telephone Number (include area code)

Mailing Address City State Zip Code

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

If yes, please indicate:

Relationship to minor: _____

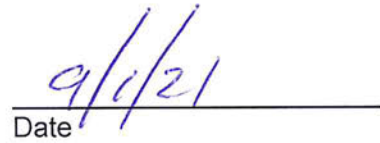
Minor's date of birth: _____
Month, Day & Year

SECTION 6: ADVISORY - CONDITION OF A FELONY

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

SECTION 7: CLAIMANT'S SIGNATURE (OR REPRESENTATIVE)

Signature of Claimant or Claimant's Attorney /Representative



Date

SECTION 8: SUBMISSION OF CLAIM FORM

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

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

This form must be completed in detail and provide pertinent information required to process the claim and avoid delays. Missing and incomplete information is necessary in order to advance your claim through the City's claims handling process in a timely manner.

You will receive a notification from Marina's Risk Manager regarding the initial handling of your claim. The Risk Management Department will provide a copy of your claim to the Claims Adjuster at MBASIA (Monterey Bay Area Self Insurance Authority), the City's Risk Management Authority. The Claims Adjuster will also notify you that your claim has been received and is being investigated. You may contact the Claims Adjuster, NAME, directly at PHONE NUMBER after you are notified your claim was received in that office.

**ATTACHMENT TO GOVERNMENT CLAIM
MARINA AVIATION LLC vs. CITY OF MARINA**

Marina Aviation, LLC, and its predecessor, is such a person and entity, in that it has been a leaseholder, tenant, and hangar occupant at the Marina Municipal Airport since at least May 22, 1996, the date the original lease was entered into, and even though the City seeks to disenfranchise complainant, the complainant remains.

On or about May 22, 1996, the City of Marina entered into a 25-year ground lease with Merriner Inc., for the use and construction of aircraft hangars at the Marina Municipal Airport. 4.

On or about August 4, 1998, the City of Marina and Merriner, Inc., agreed to the Amendment No. 1 to the 25-year ground lease for the use and construction of aircraft hangars at the Marina Municipal Airport.

On or about March 28, 2001, the City of Marina entered into “Amendment No. 2 to Ground Lease and Agreement to Construct T-hangars” wherein the City of Marina agreed to the assignment of the subject ground lease (Exhibit #1) to the Complainant herein, Marina Aviation, LLC.

On September 24, 2002, the City of Marina City Council unanimously adopted Resolution 2002-157 entitled “A Resolution of the City of Marina Establishing a Policy for the Terms of Ground Leases for Privately Developed Aviation Hangars at Marina Municipal Airport” wherein

“ . . . the City Council of City of Marina hereby resolves to adopt a policy to increase the development at the Airport by encouraging and agreeing to consider in good faith proposals and requests from developers of private aviation hangar facilities for ground lease terms of 30 to 45 years, based upon the value of the proposed improvement.”

Complainant is informed and believes, and thereon alleges, that City Resolution 2002-157 has never been cancelled, revoked, or rescinded and is still operative and is, and was at all relevant times herein, in affect. Complainant Marina Aviation, LLC is a direct and intended beneficiary of that City Resolution.

Thereafter, and pursuant to Resolution 2002-157, the City of Marina extended the terms of other privately held ground leases for aircraft hangars of other Marina Municipal Airport leaseholders and hangar tenants (but not for the Complainant herein). As a pertinent example, the original ground lease for hangars between the City of Marina (lessor) and James C. & Vivian R. Selby and Frank & Pat Stelwagon (“Selby Lease”), the term of which was for 25 years from May 1, 1999 through April 30, 2024, was extended for a period of 40 years to run through April 30, 2039.

Marina Aviation, LLC thereafter attempted to either sell its hangars to the City, or to have the City extend the lease terms of its hangar leaseholds, as provided by City Resolution 2002-157.

Instead of negotiating in good faith, the City of Marina engaged in a long series of excuses and delays to Marina Aviation, LLC’s attempts to meet and negotiate for either the sale of it hangar leasehold properties, or to obtain the lease term extension as provided by City Resolution 2002-157.

The City also refused to let Complainant appear in open or closed session to present its proposals. The City hid behind closed-sessions of the City Council to avoid having to meet, confer, or negotiate with Complainant, in fraudulent and deceptive attempts to delay the matter from ever seeing the light of open governance.

Complainant is informed and believes, and thereon alleges, that the excuses and delays created by the City were done for the purpose of delaying the matter until after the original term of complainant’s lease had passed, wherein the City intended to take over complainant’s leasehold premises, rights, tenants, and hangars, free and clear of any obligation to complainant.

The City of Marina has been engaging in a series of acts designed to privatize the airport into an exclusive rights airport for the benefit of just one tenant, to the exclusion of all other SASO's, FBO's, tenants, hangar owners, pilots and aircraft owners seeking to use and maintain a permanent presence at the Marina Municipal Airport.

Marina Aviation LLC, as the only other small aircraft Hangar leaseholder at the Airport, has been directly and significantly affected by the City's violations, breaches, and non-compliance heretofore alleged. Specifically, Selby was provided with a 10 year lease extension, with its economic benefits to Selby, and thereby the City permitted Selby to enjoy a more favorable position regarding the term extension of its lease with the City than has Marina Aviation LLC.

Marina Aviation LLC wrote the City of Marina a letter seeking to meet and confer to resolve these issues. Then Marina Aviation LLC's counsel wrote one more email with attached letter to the City of Marina and its City Manager trying to informally resolve the matters raised herein, seeking to meet and confer. The Marina City Manager wrote and sent back an email advising that he would consult the City's attorney and then get back to Marina Aviation LLC's counsel. The City never responded, refusing to meet and confer. Instead, the City sent each of Marina Aviation LLC's tenants a notice demanding that all future rent payments be paid to the City and that the City is the hangar tenants landlords.

The City of Marina's existing ALP and the City's Resolution 2002-157 provides for private ownership and leaseholds for hangar owners, developers, and other members of the public.

However, the City has chosen to ignore its ALP and Resolution 2002-157 preventing private ownership and leaseholds for hangar owners, developers and other members of the public without a public hearing or modification of the ALP.

Marina Aviation LLC reserves the right to amend and modify this Complaint as discovery unearths additional facts and documents supporting its claims herein, and/or reveals any additional sponsor violations by the City of Marina.

With no other recourse available to Marina Aviation LLC because of the City's refusal to meet and confer, this Administrative (Governmental) Claim was necessitated.

August 26, 2021

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 21, 2021

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2021-,
SUPPORTING THE BLUE ZONES PROJECT TO IMPROVE WELL-BEING
AND ECONOMIC VITALITY SPONSORED BY SALINAS VALLEY
MEMORIAL HEALTHCARE SYSTEM, TAYLOR FARMS AND MONTAGE
HEALTH**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2021-, supporting the Blue Zones project to improve well-being and economic vitality sponsored by Salinas Valley Memorial Healthcare System, Taylor Farms and Montage Health.

DISCUSSION:

Blue Zones are communities that have been identified as having populations that live measurably longer, happier lives with lower rates of chronic diseases and a higher quality of life than the average.

The Blue Zones Project began as a New York Times bestseller by National Geographic Fellow Dan Buettner and has evolved into a global movement that is now inspiring Monterey County to make changes so residents live, longer, healthier and happier lives.

Blue Zones Project seeks to improve the well-being of communities by applying best practices to make the healthy choice the easy choice through built environment, food, and tobacco policy change; environmental changes within worksites, schools, restaurants, grocery stores, and faith/civic organizations; and engagement activities that promote social support for healthy behaviors, volunteering, and purpose.

The Peninsula Cities (Marina, Monterey and Seaside) chosen as a Blue Zones Demonstration Community, has unique assets and challenges and will be part of the expansion of the Blue Zones Project Monterey County, contributing to the implementation of wellbeing strategies focusing on people, places and policy to achieve Blue Zones Community Certification.

ANALYSIS

Approving this Resolution shows the proud support the City of Marina has for the Blue Zones Project Monterey County and urges the City Administration to recognize and support the Blue Zones Project so that the entirety of the City may become a Blue Zone where residents live measurably longer and happier lives.

Staff is regularly meeting with Blue Zones representatives to discuss projects and initiatives that can be implemented in the City of Marina to improve community health. These projects and initiatives will be brought forward to discuss with the City Council and community in the not too distant future.

CONCLUSION:

Staff is requesting that the City Council adopting Resolution No. 2021-, supporting the Blue Zones project to improve well-being and economic vitality sponsored by Salinas Valley Memorial Healthcare System, Taylor Farms and Montage Health.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
SUPPORTING THE BLUE ZONES PROJECT TO IMPROVE WELL-BEING AND
ECONOMIC VITALITY SPONSORED BY SALINAS VALLEY MEMORIAL
HEALTHCARE SYSTEM, TAYLOR FARMS AND MONTAGE HEALTH

WHEREAS, to support the citizens of the city of Marina to live longer, to experience fewer medical issues, to live happy, healthy lives with less stress and with stronger connections; and

WHEREAS, Blue Zones are communities that have been identified as having populations that live measurably longer, happier lives with lower rates of chronic diseases and a higher quality of life than the average; and

WHEREAS, the Blue Zones Project began as a New York Times bestseller by National Geographic Fellow Dan Buettner and has evolved into a global movement that is now inspiring Monterey County to make changes so residents live, longer, healthier and happier lives; and

WHEREAS, Blue Zones Project seeks to improve the well-being of communities by applying best practices to make the healthy choice the easy choice through built environment, food, and tobacco policy change; environmental changes within worksites, schools, restaurants, grocery stores, and faith/civic organizations; and engagement activities that promote social support for healthy behaviors, volunteering, and purpose.

WHEREAS, the Peninsula Cities (Marina, Monterey and Seaside) chosen as a Blue Zones Demonstration Community, has unique assets and challenges and will be part of the expansion of the Blue Zones Project Monterey County, contributing to the implementation of wellbeing strategies focusing on people, places and policy to achieve Blue Zones Community Certification; and

NOW, THEREFORE, BE IT RESOLVED that this Resolution shows the proud support the City of Marina has for the Blue Zones Project Monterey County and urges the City Administration to recognize and support the Blue Zones Project so that the entirety of the City may become a Blue Zone where residents live measurably longer and happier lives.

PASSED AND ADOPTED by the City Council of the City of Marina at a special meeting duly held on this 21ST day of September 2021 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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 21, 2021

**RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2021-,
APPROVING THE CREATION OF PUBLIC UTILITY EASEMENTS ON CITY
PROPERTIES FOR UTILITY IMPROVEMENTS BENEFITING
OPPORTUNITY SITE 1A WITHIN THE SPECIFIC PLAN BOUNDARIES OF
THE DUNES ON MONTEREY BAY DEVELOPMENT PROJECT SUBDIVISION
(FORMERLY UNIVERSITY VILLAGE) SUBJECT TO THE TECHNICAL
APPROVAL OF THE LEGAL DESCRIPTIONS BY THE CITY ENGINEER,
AND; AUTHORIZING THE CITY CLERK TO RECORD A CERTIFIED COPY
OF THE RESOLUTION IN THE MONTEREY COUNTY OFFICE OF THE
COUNTY RECORDER**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2021-, approving the creation of public utility easements on City properties (“**EXHIBIT A**”) for utility improvements benefiting Opportunity Site 1A within the Specific Plan boundaries of The Dunes on Monterey Bay development project subdivision (formerly University Village) subject to the technical approval of the legal descriptions by the City Engineer; and
2. Authorizing the City Clerk to record a certified copy of the resolution in the Monterey County office of the County Recorder.

BACKGROUND:

At the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance. The updated schedule identifies the progression for developing Opportunity Site 1A including establishing new lot lines and easements.

ANALYSIS:

In order to provide the utility improvements and connections needed for future development of Opportunity Site 1A including the proposed Hotel site, new easements are required within City-owned parcels (“**EXHIBIT A**”). At this time, the developer is requesting a public utility easement for access to connection points where improvements are intended. Additional public utility easements will be established across the Developer’s property by way of a recorded Parcel Map that is currently under review.

FISCAL IMPACT:

None. Exhibit A was prepared by The Dunes developer at their expense.

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY OF MARINA APPROVING THE CREATION OF PUBLIC UTILITY EASEMENTS ON CITY PROPERTIES FOR UTILITY IMPROVEMENTS BENEFITING OPPORTUNITY SITE 1A WITHIN THE SPECIFIC PLAN BOUNDARIES OF THE DUNES ON MONTEREY BAY DEVELOPMENT PROJECT SUBDIVISION (FORMERLY UNIVERSITY VILLAGE), AND AUTHORIZING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE RESOLUTION IN THE MONTEREY COUNTY OFFICE OF THE COUNTY RECORDER

WHEREAS, at the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance. The updated schedule identifies the progression for developing Opportunity Site 1A including establishing new lot lines and easements; and

WHEREAS, in order to provide the utility improvements and connections needed for future development of Opportunity Site 1A including the proposed Hotel site, new easements are required within City-owned parcels (**Exhibit A**). At this time, the developer is requesting a public utility easement for access to connection points where improvements are intended. Additional public utility easements will be established across the Developer's property by way of a recorded Parcel Map that is currently under review.

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

1. Approve the creation of public utility easements on City properties (shown on **Exhibit A**) for utility improvements benefiting Opportunity Site 1A within the Specific Plan boundaries of The Dunes on Monterey Bay development project subdivision (formerly University Village) subject to the technical approval of the legal descriptions by the City Engineer; and
2. Authorize the City Clerk to record a certified copy of the Resolution in the Monterey County office of the County Recorder.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 21st day of September 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:


ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce Delgado, Mayor

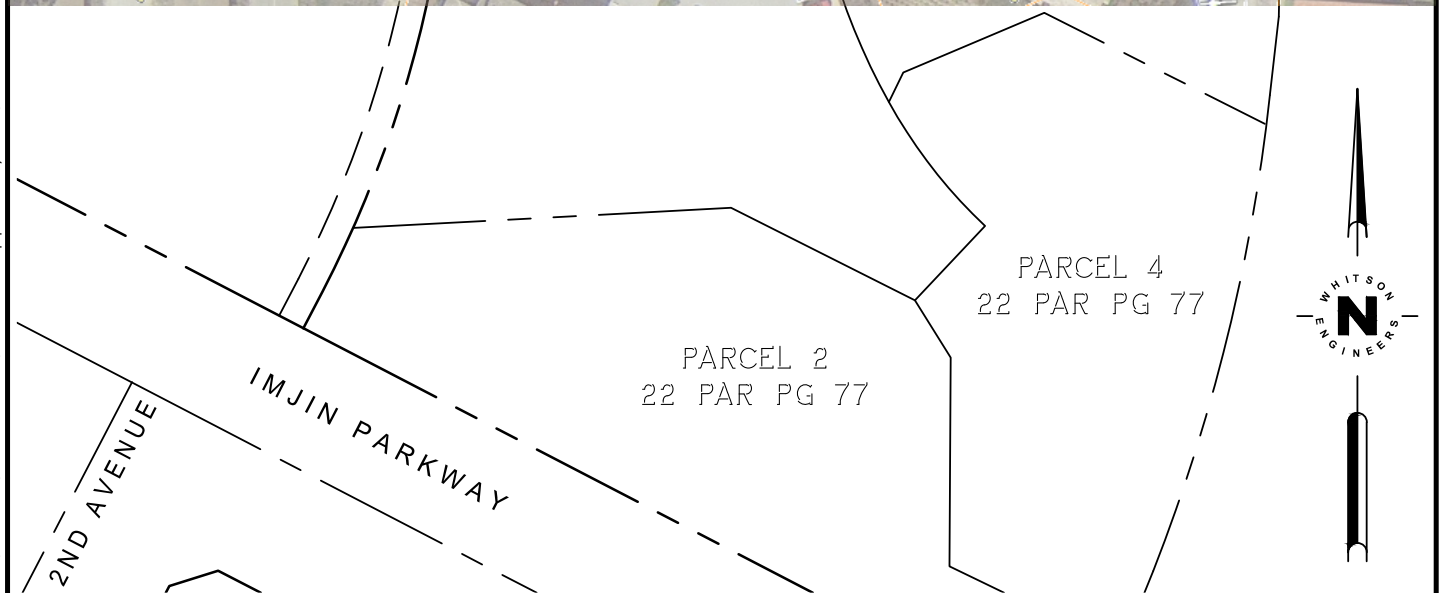
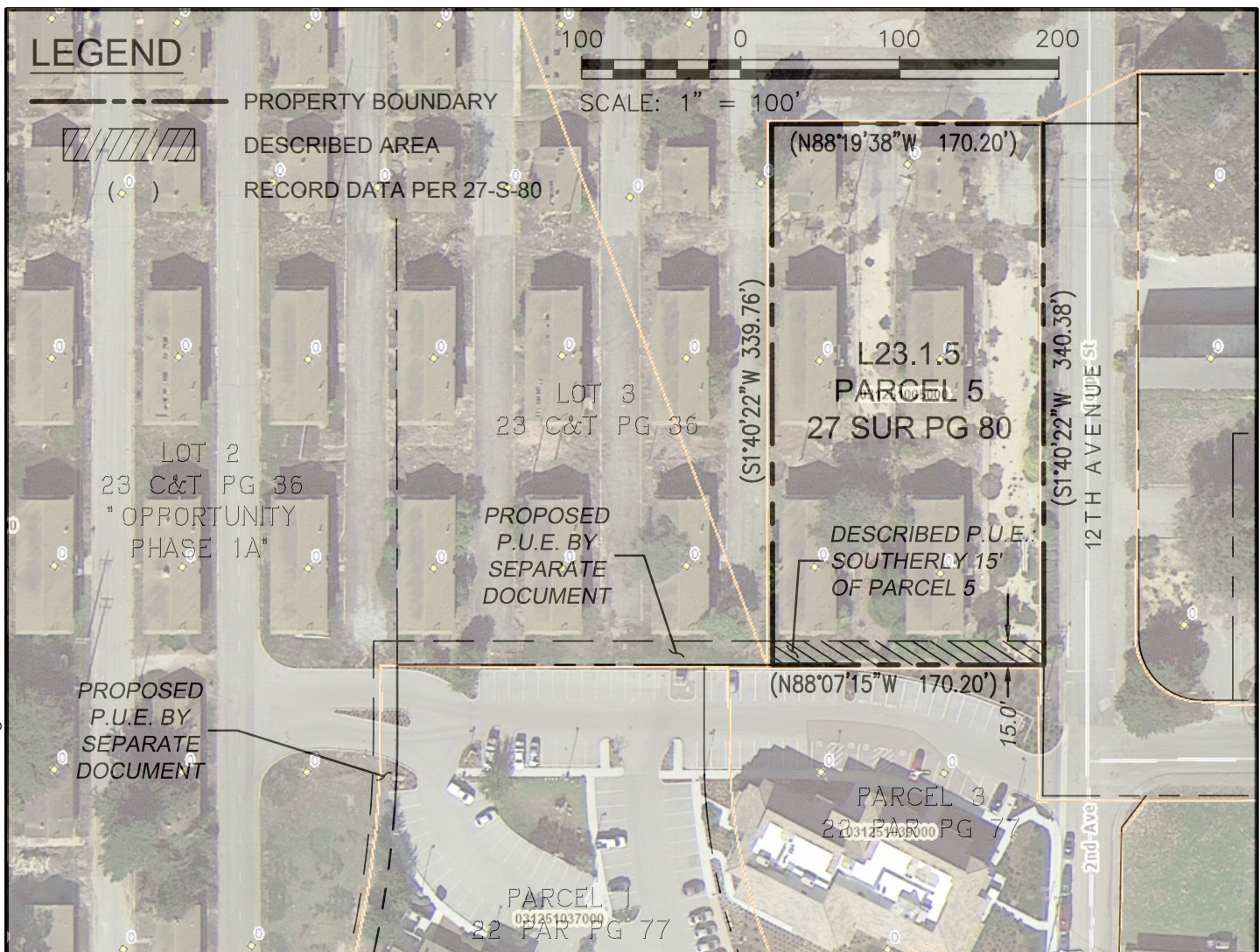
Anita Sharp, Deputy City Clerk

LEGEND

- PROPERTY BOUNDARY
-  DESCRIBED AREA
- () RECORD DATA PER 27-S-80

100 0 100 200
SCALE: 1" = 100'

T:\Monterey Projects\3140\SURVEY\LEGAL DESC\Phase 1A Opportunity PUE\3140 PLAT - OPPORTUNITY PH 1A PUE.dwg



PLAT TO ACCOMPANY DESCRIPTION DUNES ON MONTEREY BAY - OPPORTUNITY PHASE 1A PUBLIC UTILITY EASEMENT

MARINA, CALIFORNIA
7/22/2021



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

PROJECT No.: 3140.00

LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT OVER PARCEL 5, VOL. 24 SUR. PG. 80

Certain real property in the City of Marina, County of Monterey, State of California, being a portion of Parcel 5 ("L23.1.5") as said parcel is shown on the map filed for record July 14, 2004 in Volume 27 of Surveys at Page 80 in the Office of the County Recorder of said County, described as follows:

The southerly 15.00 feet of said Parcel 5, as measured at right angles to the southerly line thereof.

Containing 2,553 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



7/27/2021

RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3140

DATE



Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 21, 2021

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2021-,
APPROVING THE FINAL MAP AND SUBDIVISION IMPROVEMENT
AGREEMENT BETWEEN THE CITY OF MARINA AND PETER
TAORMINA FOR THE VIA DEL MAR SUBDIVISION LOCATED AT
THE SOUTHEAST CORNER OF ABDY WAY AND HEALY AVENUE
(APN 033-011-006), AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT ON
BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE CITY ATTORNEY**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2021-, approving the Final Map and Public Improvement Agreement between the City of Marina and Peter Taormina for the Via Del Mar Subdivision located at the southeast corner of Abdy Way and Healy Avenue (APN 033-011-006); and
2. Authorize the City Manager to execute the Public Improvement Agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

The applicant proposes to subdivide the subject property into nine single-family lots ranging in size from 6,389 to 7,607 square feet. All of the lots would front a new street that will be dedicated to the City. The subdivision will require local improvements along Abdy Way, Healy Avenue and the new street, including curb, gutter, sidewalk, landscaping and streetlights. As shown on the Final Map (“**EXHIBIT A**”), the sidewalks along the new street will encroach into the new lots. This encroachment will require a permanent pedestrian access easement for each lot.

At the regular meeting of October 20, 2020, the City Council adopted Resolution No. 2020-139, approving a Tentative Map for the Subdivision of a 1.6 acre lot into nine (9) single-family parcels located at 3320 Abdy Way (APN 033-011-006). Construction for the property is conditioned on the approval and adoption of a Parcel Map and Public Improvement Agreement.

ANALYSIS:

Peter Taormina (“Developer”) has submitted the Final Map to the City for review and approval. Staff has reviewed the improvement plans for construction and approved the plans on August 28, 2021. The Developer has also submitted a Public Improvement Agreement (“**EXHIBIT B**”) and will provide labor and materials and faithful performance bonds required for the recordation of the Final Map. It has been determined that the Tentative Map Conditions of Approval have been met. The Community Development Director and Public Works Director will sign off on the Final Map in accordance with their respective findings.

FISCAL IMPACT:

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

CONCLUSION:

This request is submitted for City Council consideration 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. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING THE FINAL MAP AND SUBDIVISION IMPROVEMENT
AGREEMENT BETWEEN THE CITY OF MARINA AND PETER TAORMINA
FOR THE VIA DEL MAR SUBDIVISION LOCATED AT THE SOUTHEAST
CORNER OF ABDY WAY AND HEALY AVENUE (APN 033-011-006), AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION
IMPROVEMENT AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the applicant proposes to subdivide the subject property into nine single-family lots ranging in size from 6,389 to 7,607 square feet. All of the lots would front a new street that will be dedicated to the City. The subdivision will require local improvements along Abdy Way, Healy Avenue and the new street, including curb, gutter, sidewalk, landscaping and streetlights. As shown on the Final Map (Exhibit A), the sidewalks along the new street will encroach into the new lots. This encroachment will require a permanent pedestrian access easement for each lot; and

WHEREAS, at the regular meeting of October 20, 2020, the City Council adopted Resolution No. 2020-139, approving a Tentative Map for the Subdivision of a 1.6 acre lot into nine (9) single-family parcels located at 3320 Abdy Way (APN 033-011-006). Construction for the property is conditioned on the approval and adoption of a Parcel Map and Public Improvement Agreement; and

WHEREAS, Peter Taormina (“Developer”) has submitted the Final Map to the City for review and approval. Staff has reviewed the improvement plans for construction and approved the plans on August 28, 2021. The Developer has also submitted a Public Improvement Agreement and will provide labor and materials and faithful performance bonds required for the recordation of the Final Map. It has been determined that the Tentative Map Conditions of Approval have been met. The Community Development Director and Public Works Director will sign off on the Final Map in accordance with their respective findings; and

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

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

1. Approve the Final Map and Subdivision Improvement Agreement between the City and Peter Taormina for the Via Del Mar Subdivision; and
2. Authorize the City Clerk to execute the Final Map on behalf of City subject to final review and approval by the City Attorney.
3. Subject to review by CA

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held on the 21ST day of September 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, City Clerk

Owner's Statement

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF, OR HAVE RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP AND THAT WE ARE THE ONLY PERSON(S) WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY. THAT WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION SHOWN WITHIN THE SUBDIVISION BOUNDARY LINES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: A53-FOOT WIDE PUBLIC RIGHT OF WAY "VIA DEL MAR". SEE SHEET 4 OF 4 FOR DESCRIPTION.

THE REAL PROPERTY DESCRIBE BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: A 10-FOOT WIDE SIDEWALK AND PUBLIC UTILITIES EASEMENT. SEE SHEET 4 OF 4 FOR DESCRIPTION.

THE SUBDIVIDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, THE CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS AND EMPLOYEES FROM ANY CLAIM, ACTION OR PROCEEDING AGAINST THE CITY OR THE CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS OR EMPLOYEES TO ATTACK, SET ASIDE, VOID OR ANNUL AN APPROVAL OF THE CITY, THE CITY COUNCIL, PLANNING COMMISSION, OR OTHER BOARD, ADVISORY AGENCY OR LEGISLATIVE BODY CONCERNING THIS SUBDIVISION. CITY WILL PROMPTLY NOTIFY THE SUBDIVIDER OF ANY CLAIM, ACTION OR PROCEEDING AGAINST IT AND WILL COOPERATE FULLY IN THE DEFENSE. THIS CONDITION IS IMPOSED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 66474.9

OWNERS:

BARTOLO JAMES BRUNO, TRUSTEE OF THE BARTOLO & FRANCES BRUNO LIVING TRUST

FRANCES DIANNE BRUNO, TRUSTEE OF THE BARTOLO & FRANCES BRUNO LIVING TRUST

PAUL BART BRUNO

JAMES B. BRUNO, TRUSTEE OF THE BRUNO FAMILY TRUST

MICHELLE M. BRUNO, TRUSTEE OF THE BRUNO FAMILY TRUST

PETER J. TAORMINA, TRUSTEE OF THE TAORMINA FAMILY TRUST

JANIS G. TAORMINA, TRUSTEE OF THE TAORMINA FAMILY TRUST

See Sheet 2 for Owner's Acknowledgements

Final Map of Tract No. _____

Via del Mar Subdivision

Being a subdivision of a portion of Lot 8 as shown on the map of Locke-Paddon Company's Bayside Subdivision of Monterey City Lands filed in Volume 2 of Maps & Grants (Outside Lands) at Page 15, Monterey County Records. Located in the City of Marina, County of Monterey, State of California and containing 1.947 acres.

March 2021

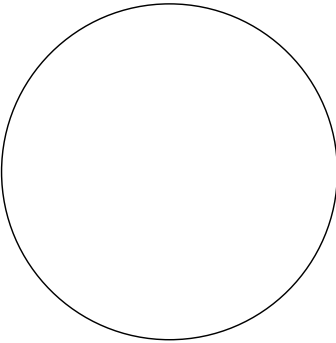
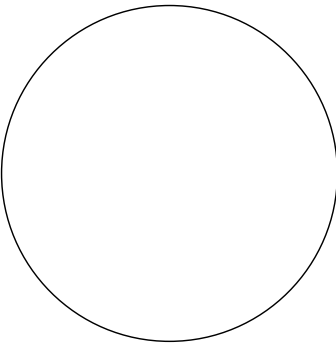
Rasmussen Land Surveying, Inc.

2150 Garden Road, Suite A-3, Monterey, California 93942
P: 831.375.7240 F: 831.375.2545

City Engineer's & City Surveyor's Statement

I, BRIAN MCMINN, PUBLIC WORKS DIRECTOR OF THE CITY OF MARINA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL THE PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AS AMENDED, AND OF MARINA CITY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF SAID TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND THAT THE MAP IS TECHNICALLY CORRECT.

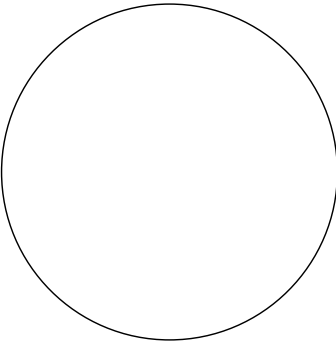
BRIAN MCMINN
PUBLIC WORKS DIRECTOR, CITY OF MARINA
PE 64143, EXPIRATION DATE: 12-31-2022
PLS 8116, EXPIRATION DATE: 12-31-2022



Surveyor's Statement

I, ROGER A. PETERSON, HEREBY STATE THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY MADE DURING THE MONTH OF MAY 2019 IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AT THE REQUEST OF PAUL BRUNO, BART BRUNO, JAMES BRUNO AND PETER TAORMINA ON OCTOBER 7, 2020, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN THOSE POSITIONS ON OR BEFORE SEPTEMBER 31, 2021. THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

ROGER A. PETERSON
P.L.S. 5958, EXPIRATION DATE: 12-31-2022



Planning Statement

I, FRED AEGERTER, COMMUNITY DEVELOPMENT DIRECTOR, CITY OF MARINA, HEREBY CERTIFY THAT THE MAP SHOWN HEREON IS SUSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AS APPROVED BY THE CITY COUNCIL OF MARINA ON THE 12TH DAY OF OCTOBER 2020.

FRED AEGERTER, AICP - COMMUNITY DEVELOPMENT DIRECTOR,
CITY OF MARINA

City Clerk's Statement

I, ANITA SHEPHERD-SHARP, DEPUTY CITY CLERK OF THE CITY OF MARINA, HEREBY CERTIFY THAT THE CITY COUNCIL OF SAID CITY OF MARINA APPROVED THE HEREIN MAP ON THE _____ DAY OF _____, 2021 AND ACCEPTS ON BEHALF OF THE PUBLIC, IN FEE, SUBJECT TO IMPROVEMENTS, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS "VIA DEL MAR" OFFERED FOR DEDICATION, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

ANITA SHEPHERD-SHARP
DEPUTY CITY CLERK, CITY OF MARINA

Recorder's Statement

FILED THIS _____ DAY OF _____, 2021, AT _____ IN VOLUME _____ OF CITIES AND TOWNS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

SIGNED: _____
COUNTY RECORDER
BY: _____
DEPUTY
SERIAL NUMBER: _____ FEE: _____

Soils Report Statement

A SOILS REPORT DATED JULY 5, 2019, PREPARED BY SOIL SURVEYS GROUP, INC. HAS BEEN SPECIFICALLY PREPARED FOR THIS SUBDIVISION AND IS ON FILE WITH THE CITY OF MARINA'S PUBLIC WORKS DEPARTMENT.

Dedication Certificate

THE CITY OF MARINA SHALL, AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 66477.5 IN ITS PRESENT FORM OR AS IT MAY FROM TIME TO TIME BE AMENDED, RECONVEY THOSE PORTIONS OF LAND DESIGNATED HEREON AS "VIA DEL MAR" WITHIN THE SUBDIVISION IN FEE FOR PUBLIC USE, TO THE SUBDIVIDERS NAMED BELOW, THEIR SUCCESSORS, HEIRS OR ASSIGNEES, IF THE CITY COUNCIL OF THE CITY OF MARINA SHOULD DETERMINE THAT THE SAME PUBLIC PURPOSE FOR WHICH SAID PARCELS WERE DEDICATED NO LONGER EXISTS OR THAT SAID PARCELS OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, EXCEPT FOR ALL OR ANY PORTIONS OF THE PROPERTY THAT IS STILL REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

SUBDIVIDERS:

BARTOLO JAMES BRUNO, TRUSTEE OF THE BARTOLO & FRANCES BRUNO LIVING TRUST
FRANCES DIANNE BRUNO, TRUSTEE OF THE BARTOLO & FRANCES BRUNO LIVING TRUST
PAUL BART BRUNO
JAMES B. BRUNO, TRUSTEE OF THE BRUNO FAMILY TRUST
MICHELLE M. BRUNO, TRUSTEE OF THE BRUNO FAMILY TRUST
PETER J. TAORMINA, TRUSTEE OF THE TAORMINA FAMILY TRUST
JANIS G. TAORMINA, TRUSTEE OF THE TAORMINA FAMILY TRUST

MAILING ADDRESS FOR SUBDIVIDERS:

192 Healy Avenue
Marina, CA 93933

Owner's Acknowledgement

A NOTARY PUBLIC OR OTHER OFFICER COMLETING THIS CERTIFICATE VERFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____)SS
ON THE _____ DAY OF _____, 2020, BEFORE ME, _____

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT, THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

Owner's Acknowledgement

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STATE OF _____)
COUNTY OF _____)SS
ON THE _____ DAY OF _____, 2020, BEFORE ME, _____

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT, THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

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STATE OF _____)
COUNTY OF _____)SS
ON THE _____ DAY OF _____, 2020, BEFORE ME, _____

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT, THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

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WITNESS MY HAND: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

Final Map of Tract No. _____

Via del Mar Subdivision

Being a subdivision of a portion of Lot 8 as shown on the map of Locke-Paddon Company's Bayside Subdivision of Monterey City Lands filed in Volume 2 of Maps & Grants (Outside Lands) at Page 15, Monterey County Records. Located in the City of Marina, County of Monterey, State of California and containing 1.947 acres.

March 2021

Rasmussen Land Surveying, Inc.

2150 Garden Road, Suite A-3, Monterey, California 93942
P: 831.375.7240 F: 831.375.2545

Owner's Acknowledgement

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STATE OF _____)
COUNTY OF _____)SS
ON THE _____ DAY OF _____, 2020, BEFORE ME, _____

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MY COMMISSION EXPIRES: _____

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STATE OF _____)
COUNTY OF _____)SS
ON THE _____ DAY OF _____, 2020, BEFORE ME, _____

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I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

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MY COMMISSION EXPIRES: _____

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A NOTARY PUBLIC OR OTHER OFFICER COMLETING THIS CERTIFICATE VERFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____)SS
ON THE _____ DAY OF _____, 2020, BEFORE ME, _____

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT, THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

Owner's Acknowledgement

A NOTARY PUBLIC OR OTHER OFFICER COMLETING THIS CERTIFICATE VERFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____)SS
ON THE _____ DAY OF _____, 2020, BEFORE ME, _____

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT, THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

Record Map References:

R1: Map of Tract No. 1223 Oakridge Business Park filed in Volume 18 of Cities & Towns at Page 49, in the Monterey County Recorder's Office, State of California.

R2: Map of Tract No. 1204 Marina Green Meadows Subdivision filed in Volume 18 of Cities & Towns at Page 29, in the Monterey County Recorder's Office, State of California.

R3: Parcel Map filed in Volume 20 of Parcel Maps at Page 20, in the Monterey County Recorder's Office, State of California.

R4: Parcel Map filed in Volume 21 of Parcel Maps at Page 88, in the Monterey County Recorder's Office, State of California.

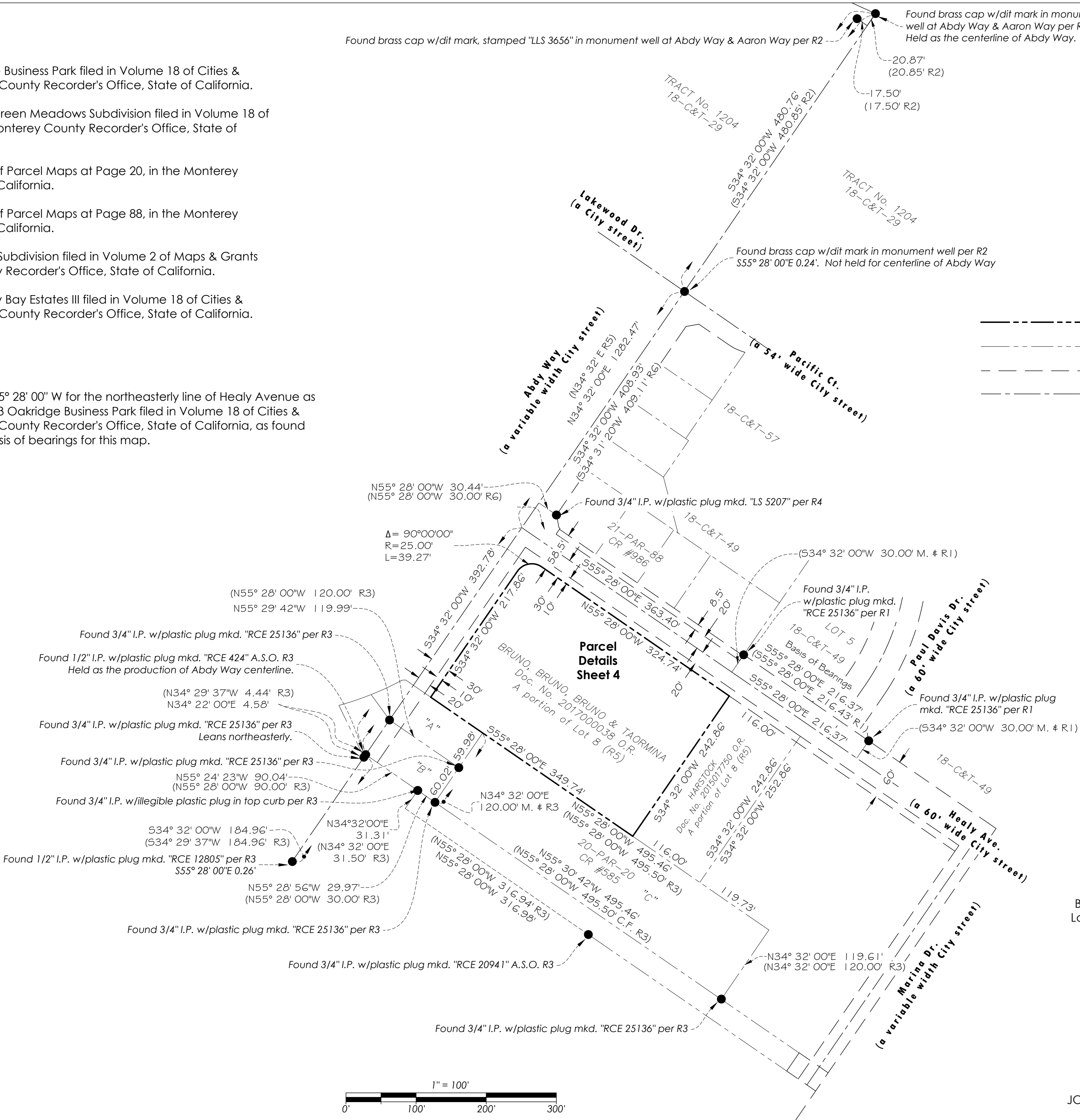
R5: Map of Locke Paddon Bayside Subdivision filed in Volume 2 of Maps & Grants at Page 15, in the Monterey County Recorder's Office, State of California.

R6: Map of Tract No. 1229 Monterey Bay Estates III filed in Volume 18 of Cities & Towns at Page 57, in the Monterey County Recorder's Office, State of California.

Map Legend:

Basis of Bearings: The bearing of S55° 28' 00" W for the northeasterly line of Healy Avenue as shown on the Map of Tract No. 1223 Oakridge Business Park filed in Volume 18 of Cities & Towns at Page 49, in the Monterey County Recorder's Office, State of California, as found monumented, was taken as the basis of bearings for this map.

A.S.O. - as shown on
C.F. - calculated from
FD/FND - found
I.P. - iron pipe
L-T/L&T - lead & tag
LS - land surveyor
MKD - marked
MON - monument
N-T - nail & tag
N.R.F. - no reference found
O.R. - Official Records, Monterey County
RCE - registered civil engineer



- Indicates monument found as noted.
- Subject Parcel Boundary
- Parcel Boundary
- Right of Way
- Right of Way Center Line

Final Map of Tract No. _____

Via del Mar Subdivision

Being a subdivision of a portion of Lot 8 as shown on the map of Locke-Paddon Company's Bayside Subdivision of Monterey City Lands filed in Volume 2 of Maps & Grants (Outside Lands) at Page 15, Monterey County Records.
Located in the City of Marina, County of Monterey, State of California and containing 1.947 acres.

March 2021

Rasmussen Land Surveying, Inc.
2150 Garden Road, Suite A-3, Monterey, California 93942
P: 831.375.7240 F: 831.375.2545

JOB # 2020-112

Sheet 3 of 4

Record Map References:

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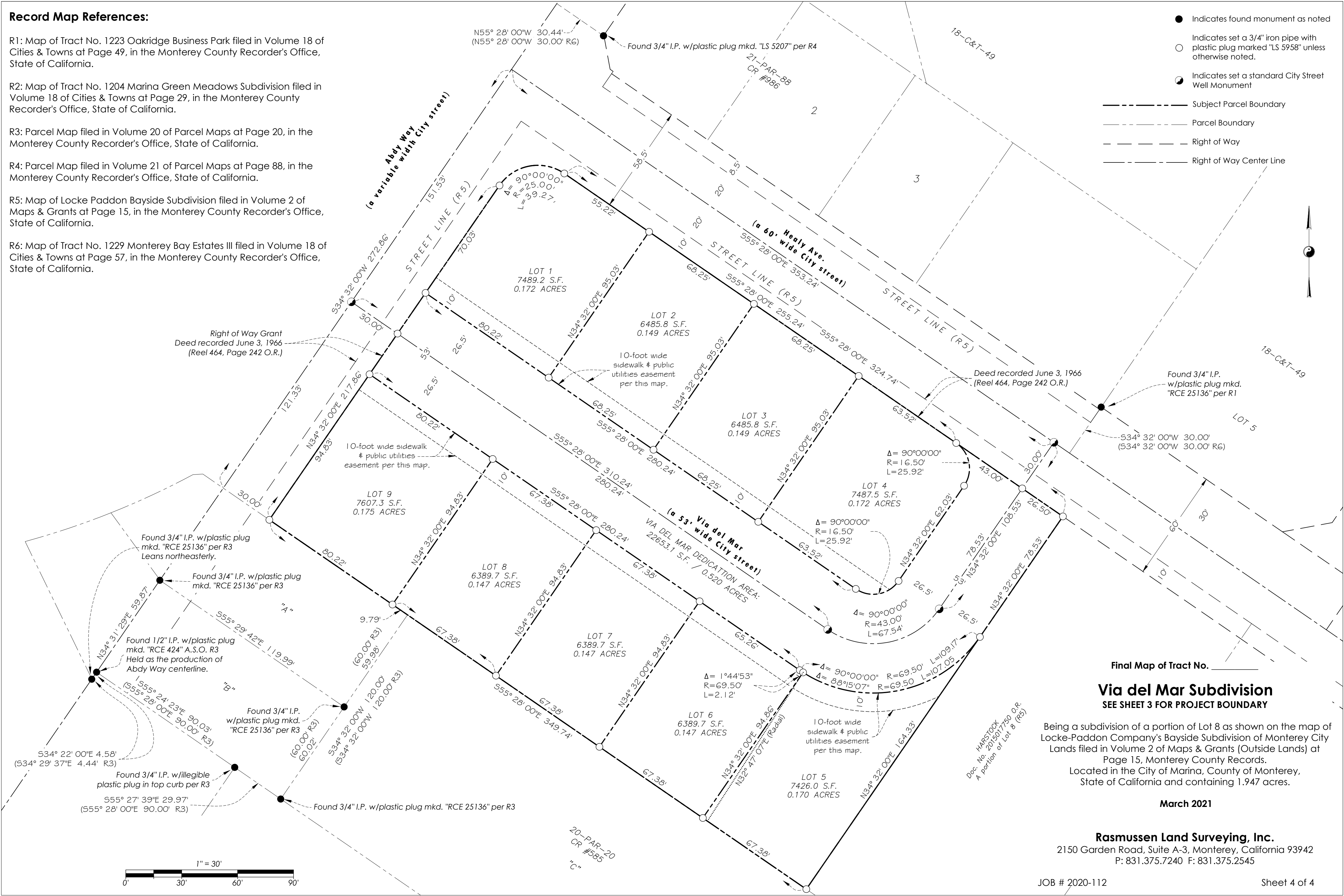
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R6: Map of Tract No. 1229 Monterey Bay Estates III filed in Volume 18 of Cities & Towns at Page 57, in the Monterey County Recorder's Office, State of California.



Recording requested by and when
when recorded, return to:

City of Marina
211 Hillcrest Avenue
Marina, CA 93933
Attn: Public Works Director

Exempt from recording fee, per
Government Code Section 6103

APN: _____

PUBLIC IMPROVEMENT AGREEMENT
FOR IMPROVEMENT OF STREETS, INSTALLATION OF SIDEWALKS,
LANDSCAPING, STREET LIGHTS AND OTHER PUBLIC WORKS FACILITIES

– VIA DEL MAR SUBDIVISION –
Southeast Corner of Abdy Way and Healy Drive
(APN 033-011-006)

This Public Agreement for Improvement of Streets, Installation of Sidewalks, Landscaping, Street Lights and Other Public Works Facilities (the “Agreement”) is made and entered into this _____ day of _____, 20____, by and between the City of Marina, herein called the “City,” a municipal corporation, and **Peter Taormina**, a real property owner and developer, herein called the “Developer.” City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

Recitals

A. Developer has presented to CITY for approval a plan of development (the “Development”) located at **SE Corner of Abdy Drive and Healy Drive** Marina, California (the “Property”) within the City, pursuant to provisions of the CITY’s ordinances and regulations relating to development approval.

B. Marina City Code Section 16.06.090 sets forth that improvements may include paving; gutter; curb; sidewalks; raised medians; street lights; street trees; landscaping; street signs; street barricades, walls and fences (the “Improvements”) necessary along the frontage of the Property as described and shown on Off-Improvement Plan Sheet(s) (the “Improvement Plans”). Completion of all improvements in accordance with the Improvement Plans shall be completed prior to final inspection.

C. The Development has been approved, subject to the requirements and conditions on file in the Office of the Director of Public Works and incorporated into this Agreement by reference.

D. The City has certain responsibilities for maintenance and operation of certain Improvements, utilities and public service facilities after acceptance by City, and the City agrees to discharge those responsibilities following its acceptance of the Improvements.

E. In consideration of the approval of the Development, Developer desires to enter into this Agreement, whereby Developer promises to install and complete, at Developer's own expense, all the public improvement work required by City in connection with the Development. Developer has secured this Agreement by improvement security required by the City and approved by the City Attorney

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

SECTION 1

The recitals to this Agreement are hereby incorporated into the terms of this Agreement. All applicable Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America concerning the subject matter of this Agreement are hereby referred to and incorporated herein to the same effect as if they were set out a length herein. Said Codes, Ordinances, Resolutions, Rules and Regulations include, but are not limited to, the following: The Municipal Code of the City of Marina, including the current Zoning Ordinance, and the currently adopted California Building Code. Performance by Developer of this Agreement shall not be construed to vest Developer's rights with respect to any change in any zoning or building law or ordinance.

Developer has been alerted to the requirements of California Labor Code section 1770 et seq. which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for the work required by this Agreement.

SECTION 2

The Developer agrees:

a. To perform each and every provision required by the City to be performed by the Developer in each and every one of the applicable Codes, Ordinances, Resolutions, Rules and other Regulations and to comply with the foregoing and all applicable laws.

b. To grant to the City or other entities entitled thereto, without charge and free and clear of monetary liens and encumbrances, any and all public, private, utility, drainage, construction or access easements and rights of way (herein "easements") in and to the Property necessary for the City, in order that the street improvements to said real property may be extended; however, City shall not be obligated to accept any such easement or right-of-way.

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

d. To construct and improve, or have constructed and improved at its own cost, expense and liability, all public works facilities and other improvements described in the Improvement Plans submitted to the City in furtherance of this Agreement on file with the City. To obtain, prior to commencing work all necessary permits and licenses and to give all incidental notices required for the lawful construction of the I If during the course of construction and installation of the Improvements, it is determined that the public interest requires alterations to the Improvements, Developer shall undertake such design and construction changes as may be reasonably required by the City. All construction and improvements shall be completed in accordance with all standards established in the applicable Codes, Ordinances, Resolutions, Rules and Regulations,

all applicable laws and this Agreement, and in accordance with the grades, plans, and specifications approved by the City Engineer or his or her designee. Developer shall furnish two good and sufficient bonds, in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements, guaranteeing Developer's performance of this Agreement: (1) a Payment Bond on a form provided by the City; and (2) a Faithful Performance Bond, both of which must be secured from a surety company admitted to do business in California. Each bond shall set forth a time period for performance by the contractor of its obligations and the terms and conditions on which the City may obtain the proceeds of the bond. Alternatively, the Developer may provide a cash deposit in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements to guarantee Developer's performance of this Agreement.

The Faithful Performance Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement, and shall secure payment to City of any loss due to the default of the Developer or its contractors or their inability or refusal to perform this contract, and to guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished. The performance bond shall by its terms remain in full force and effect for a period of not less than one year after completion of the Improvements by Developer and acceptance of the Improvements by the City, provided that after completion of the Improvements by the Developer and acceptance of the Improvements by the City, Developer may substitute for the performance bond securing the warranty described above with a separate warranty bond issued by an admitted surety in the amount of ten percent (10%) of the total contract price of the Improvements (provided that amount of said bond shall not be less than One Thousand Dollars (\$1,000) to cover the one-year warranty period.

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Developer may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the contractor or subcontractor in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Developer, or its contractor or subcontractors fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any person that has a lien right pursuant to California Civil Code Sections 8520, 8530 and 9100; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the improvements described in this agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Developer, its contractors and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any person that has a lien right pursuant to Civil Code Sections 8520, 8530 and 9100 so as to give a right of action to those persons or their assigns in any suit brought upon the bond.

Developer shall also file with this Agreement a form of “monument security” in the amount of one hundred percent of the total estimated cost of the installation of survey monuments, as determined by the City Engineer and approved by the City Attorney, which shall be in the amount of one thousand eight hundred dollars (\$1,800.00) to guarantee and secure the placement of such monuments.

Developer shall file with the Recorder’s Office of the County of Monterey a notice of completion of the Improvements in accordance with California Civil Code section 3093.

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

e. Any use by any person of the Improvements or any portion thereof, shall be at the sole and exclusive risk of Developer prior to City’s acceptance of the Improvements. At all times during the term of this Agreement and until the Improvements constructed by Developer are accepted by City, Developer shall, at no cost to City obtain and maintain (1) a policy of general liability and property damage insurance in the minimum amount of Two Million Dollars (\$2,000,000), combined single limit for both bodily injury and property damage; (2) workers’ compensation insurance as required by law; and (3) broad form “Builder’s Risk” property damage insurance limits of not less than 100% of the estimated value of the Improvements to be constructed by Developer pursuant to this Agreement (Builders Risk Insurance is not required when only mass grading and roadway- related improvements consisting of no structures are to be constructed).

Developer shall provide thirty (30) days written notice to City prior to termination, cancellation or modification. The insurance specified in (e) above shall (i) name City as additional insured, (ii) name City as a loss payee, and (iii) provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Developer or Developer’s contractors or subcontractors and shall be endorsed to waive all rights to recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an occurrence basis and not on a claims made basis and shall be issued by insurance companies acceptable to City. Prior to commencing any work pursuant this Agreement, Developer shall deliver to City the insurance company’s certificate evidencing the required coverage, or if required by City a copy of the policies obtained. Not later than 30 days prior to policy expiration date on the current certificate of insurance, the Developer shall deliver to the City a new and updated certificate of insurance evidencing all required coverage remains in place.

Developer or its contractor(s) shall procure and maintain workers’ compensation insurance with limits required by the California Labor Code and employer’s liability insurance with limits of not less than \$1,000,000 per occurrence at all times during which the insured retains employees.

f. Developer shall pay to the City all fees, taxes and assessment imposed in connection with the Development and inspection of the Improvements including, but not limited to, plan check, design review, engineering, inspection, and other service fees and any impact of connection fees. These fees must be paid in full prior to the City's acceptance of the Improvements. The fees referred to above are not necessarily the only City fees, charges or other costs that have been, or will be, imposed on the Project and its development, and this Agreement shall in no way exonerate or relieve the Developer from paying such other applicable fees, charges and/or costs.

SECTION 3

An estimate of the cost for construction of the Improvements and performing land development work in connection with the Improvements according to the Improvement Plans has been made and has been approved by the City Engineer or his or her designee. That estimated amount is **Four hundred and seventy nine thousand and thirty two dollars (\$479,032.60)**. The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this Agreement by reference.

SECTION 4

Developer will commence construction of the Improvements required by this Agreement within the time period set forth in the Schedule of Performance attached hereto as **Schedule 1** and incorporated herein by this reference (the "Schedule of Performance") between City and Developer, as the Schedule of Performance may be subsequently amended in writing. All the provisions of this Agreement and all work to be done pursuant to the terms of this Agreement are to be completed within the time periods set forth in such Schedule of Performance. Developer shall maintain such public works facilities and other improvements described in this Agreement at Developer's sole cost and expense at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property. City agrees if it becomes necessary to allow Developer, by a prior writing signed by the Public Works Director, to keep streets closed to public traffic until the Improvements are accepted by the City and the bonds are released.

Improvement security may be released or reduced in the following manner:

- a. Improvement security given for faithful performance of the agreement may be released upon final completion and acceptance of the work; partial release of cash deposit improvement security as the work progresses shall be as established hereinabove.
- b. Improvement security securing the payment to the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials may, six months after the completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed and notice thereof given in writing to the City Council, and if there are no actions filed, the improvement security may be released in full. City expressly may require the surety not to release the amount of security deemed necessary by the City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

SECTION 5

City shall not be responsible or liable for the maintenance or care of the Improvements until City approves and accepts them. City shall exercise no control over the Improvements until accepted by City. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the improvements. Developer shall maintain all the improvements in a state of good repair until they are completed by Developer and approved and accepted by the City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing and maintaining in a good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance.

SECTION 6

a) Default of Developer shall include, but not be limited to: (1) failure to timely commence construction of the Improvements; (2) failure to complete construction of the Improvements within the time limitations set forth in the Schedule of Performance; (3) failure to timely cure any defect of the Improvements; (4) failure to perform substantial construction work for a period of sixty calendar days after commencement of the work; (5) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Developer fails to discharge within thirty days; (6) commencement of a foreclosure action against the project or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or (7) failure to perform any other obligation under this Agreement. Notwithstanding the foregoing, Developer shall not be in default under this Agreement if it cures any default within thirty days' of City's written notice of such default, or if the default may not reasonably be cured within such time period, if it commences to cure within thirty days and thereafter diligently proceeds to complete the cure.

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

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

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

SECTION 7

That the following General Stipulations and any attached stipulations shall be completed, subject to the approval of the Public Works Director.

1. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.
2. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is complete with a minimum interruption of traffic.
3. All work within the public right-of-way shall be subject to the approval of the Public Works Director or his or her designee.
4. All construction work shall be coordinated so that the existing residents and/or businesses have access to their properties.
5. All improvements shall be installed per the approved Improvement Plans.
6. The Developer shall provide to the City of Marina electronic copy of the "as built" and Improvement Plans as an AutoCAD drawing file (DWG format, latest AutoCAD edition).
7. Any reimbursements due the Developer, unless specified otherwise in writing in this Agreement, will expire ten (10) years after the date of execution of this Agreement.
8. Until the roads on the Property are open to the public, Developer shall give good and adequate warning to the public of each and every dangerous condition on the existing public roads, and will take all reasonable actions to protect the public from such dangerous condition.

9. Prior to the acceptance of any dedications or Improvements by City, Developer shall certify and warrant that neither the property to be dedicated nor Developer is in violation of any environmental law and neither the property to be dedicated nor the Developer is subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither Developer nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. Developer has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. Developer's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Developer shall give prompt written notice to City at the address set forth herein of: (i) Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated; (ii) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and, (iii) Developer's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.
10. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other developers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the City ordinances providing therefore, nor shall anything in this Agreement commit City to any such apportionment.

SECTION 8

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

SECTION 9

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

SECTION 10

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

SECTION 11

Developer shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Project or to any other third party without the express written consent of City.

SECTION 12

Acceptance of the work, or any portion of the work on behalf of the City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all Improvements and payment to the City by the Developer for the cost of all inspections. Such acceptance shall not constitute a waiver of defects by City. The City shall recover all inspection costs.

SECTION 13

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

SECTION 14

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

SECTION 15

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

SECTION 16

Time is of the essence of this Agreement.

SECTION 17

This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments or waivers of the terms of this Agreement must be in writing and signed by an authorized representative of the parties.

SECTION 18

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

SECTION 19

The Parties hereby mutually agree that neither this Agreement, nor any other related entitlement, permit or approval issued by the City for the Development shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developers contractors and subcontractors are exclusively and solely under the control and dominion of Developer, Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of the City.

SECTION 20

All notices, demands, invoices and written determinations shall be in writing and delivered to the following addresses, or such other addresses as the Parties may designate by written notice:

City of Marina
Attn: Public Works Director
211 Hillcrest Avenue
Marina, CA 93901

Developer
Peter Taormina
192 Healy Ave
Marina Ca

SECTION 21

This Agreement shall be construed with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate State court in the County of Monterey, California.

SECTION 22

This Agreement may be executed in counterpart originals, which taken together shall constitute one and the same instrument.

(Signatures contained on following page)

DRAFT

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

ATTEST:

CITY OF MARINA

Anita Shepherd-Sharp
Deputy City Clerk

Layne Long
City Manager
Date: _____

APPROVED AS TO FORM:

City Attorney

[DEVELOPER NAME]
Developer

By:
Name: Peter Taormina
Title: Owner Agent
Date: _____

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, 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 _____

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20__9, 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.

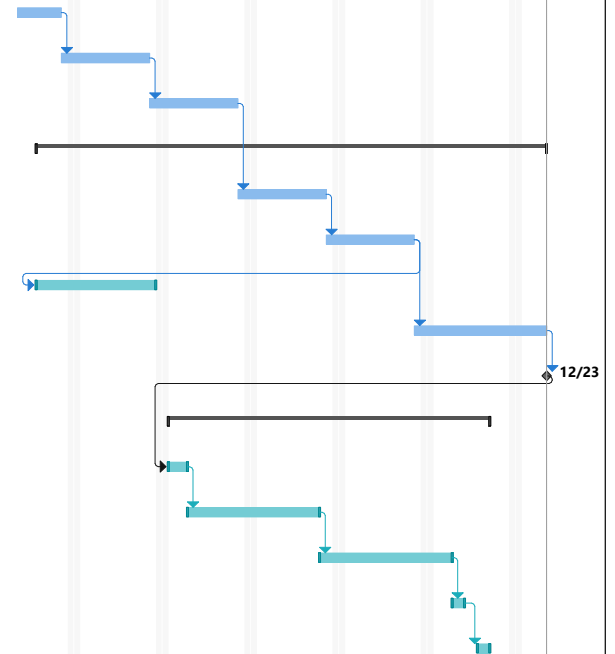
Signature _____

SCHEDULE 1
SCHEDULE OF PERFORMANCE

(See attached Schedule)

ABDY SUBDIVISION PUBLIC IMPROVEMENTS

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Calendar
1		Summary #1	25 days	Fri 10/1/21	Thu 11/4/21		Summary
2		SWPPP MEASURES	5 days	Fri 10/1/21	Thu 10/7/21		Summary
3		CLEARING AND GRUBBING	10 days	Fri 10/8/21	Thu 10/21/21		Summary
4		MASS EXCAVATION	10 days	Fri 10/22/21	Thu 11/4/21		Summary
5		Summary #2	59 days	Mon 10/4/21	Thu 12/23/21		Summary
6		SEWER SYSTEM	10 days	Fri 11/5/21	Thu 11/18/21		Summary
7		STORM DRAIN SYSTEM	10 days	Fri 11/19/21	Thu 12/2/21		Summary
8		WATER SYSTEM	15 days	Mon 10/4/21	Fri 10/22/21		Summary
9		DRY UTILITIES	15 days	Fri 12/3/21	Thu 12/23/21		Summary
10		Summary #2 Complete	0 days	Thu 12/23/21	Thu 12/23/21		Summary
11		Summary #3	37 days	Mon 10/25/21	Tue 12/14/21		Summary
12		BASEROCK ROADS	3 days	Mon 10/25/21	Wed 10/27/21		Summary
13		CURB AND GUTTERS	15 days	Thu 10/28/21	Wed 11/17/21		Summary
14		WALKS AND DRIVES	15 days	Thu 11/18/21	Wed 12/8/21		Summary
15		PAVE ROADWAY	2 days	Thu 12/9/21	Fri 12/10/21		Summary
16		STRIPING SIGNAGE	2 days	Mon 12/13/21	Tue 12/14/21		Summary



Project: Simple Project Plan Date: Thu 9/16/21	Task		Project Summary		Manual Task		Start-only		Deadline		Progress
	Split		Inactive Task		Duration-only		Finish-only		Manual Progress		
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks				
	Summary		Inactive Summary		Manual Summary		External Milestone				

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 21, 2021

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2021-,
OPENING A PUBLIC HEARING, RECEIVING A PRESENTATION
REGARDING THE 2021-2022 CITY COUNCIL REDISTRICTING PROCESS
AND TO RECEIVE PUBLIC INPUT ON DISTRICT BOUNDARIES AND
COMMUNITIES OF INTEREST AND A REPORT ON THE
REDISTRICTING PROCESS AND PERMISSIBLE CRITERIA TO BE
CONSIDERED TO REDRAW CITY COUNCIL ELECTION DISTRICT
BOUNDARIES**

REQUEST:

It is requested that the City Council consider:

1. City Council consider adopting Resolution No. 2021-, opening a public hearing, receiving a presentation regarding the 2021-2022 City Council redistricting process and to receive public input on district boundaries and Communities of Interest and a report on the redistricting process and permissible criteria to be considered to redraw City Council election district boundaries

BACKGROUND:

On September 4, 2019, the City Council adopted a resolution declaring its intent to initiate proceedings to transition the City from at-large to district-based Council Member elections pursuant to Elections Code Section 10010 and Government Code Section 34886 (RES-2017-13). The City Council subsequently held four required public hearings and two outreach events to solicit feedback and review City Council district maps submitted by the public.

On December 3, 2019, the City Council adopted Map 109c for the newly created City Council District boundaries (“**EXHIBIT A**”). Prior to 2019, the City of Marina used an at-large election system, which means that the electors for the entire City chose each of the four Council Members, and a directly elected Mayor. After the transition to the district-based election system, the city was geographically divided into four separate districts, each represented by one Council Member who was chosen by the electors residing in that particular district. The Mayor continued to be directly elected at large.

Following each decennial federal census, and using that census as a basis, the City must adopt boundaries for Council Districts of the City that are substantially equal in population. Existing law requires the Census Bureau to deliver redistricting counts to the State by April 1, 2021. However, due to the pandemic, the state-level data release will be September 20, 2021.

While waiting for the Census data, local agencies can begin the process of public engagement to maximize use of the time available for public engagement in the redistricting process. The deadline for cities with November elections to adopt the final District Map will be April 17, 2022 (205 days before the election). If this deadline is passed, the County Superior Court will adopt the district boundaries for the city, with the city required to pay all costs.

On May 18, 2021, the City Council approved Agreements with National Demographics Corporation, Inc. for Professional Demographer Services and Tripepi Smith for Professional Public Outreach Services to assist the City in facilitating City Council District Map revisions based on the 2020 Census.

On July 6, 2021, the City Council held the first of its four required public hearings in the redistricting process.

ANALYSIS:

The redistricting process is currently provided for in the FAIR MAPS Act (adopted as AB849, revised by AB1276). Under the FAIR MAPS Act, the City is required to hold at least four public hearings during regular or special meetings before adopting a final map. The public must be allowed to provide input regarding the composition of the Districts during the public hearings. The public hearings meetings must be provided as follows at a minimum.

- At least one public hearing held before the Council draws draft map(s).
- At least two public hearings after the Council has drawn draft map(s).
 - At least one public hearing or public workshop must be held on a Saturday, on a Sunday, *or* after 6 p.m. on a weekday Monday- Friday.
 - The public hearings must be noticed and begin at a fixed time regardless of order on the agenda.

Hearing and Workshop Schedule

In accordance with the FAIR MAPS Act, staff is proposing to hold two initial public hearings to inform the public about the districting process and to hear from the community on what factors should be taken into consideration when revising the current City Council district boundaries. The final two public hearings will be conducted to review and discuss draft maps of proposed districts that have been submitted.

The proposed schedule to complete the hearings is listed below. There will also be two public workshops held on the evening of Friday November 19th and Saturday morning November 20th. Additional workshops may be scheduled if determined as beneficial/necessary to ensure successful public engagement is accomplished.

- ~~July 6, 2021 @ 6:30 p.m. – Public Hearing #1~~
- September 21, 2021 @ 8 p.m. – Public Hearing #2
- November 19th at 6 p.m. – Public Workshop #1
- November 20th at 10 a.m. – Public Workshop #2
- January 4, 2022 @ 8 p.m. – Public Hearing #3
- February 15, 2022 @ 8 p.m. – Public Hearing #4

Public Outreach

In addition to the public hearing or public workshop requirements, the FAIR MAPS Act also provides public outreach requirements. Specifically, the City must make good faith efforts to:

- Take steps to encourage residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting public review process. Good faith efforts that satisfy this requirement include:
 - Providing information to media organizations that provide city news coverage, including media organizations that serve language minority communities.

- Providing information through good government, civil rights, civic engagement, or community groups or organizations that are active in the city, including those active in language minority communities, or that have requested to be notified.
- Provide live translation of a public hearing or workshop in an applicable language if requested at least 72 hours in advance. Applicable language refers to “any language that is spoken by a group of City residents with limited English proficiency who constitute 3 percent or more of the City’s total population over four years of age for whom language can be determined.

The City and consultant team of NDC and Tripepi Smith kicked off the redistricting process the week of June 7th with the website www.mapmarina.org going live and outreach coordination initiated. The email redistrictingmarina@cityofmarina.org was also set up to begin receiving communications from the public in one central location.

Outreach to date has included:

- One Facebook post a week on the City of Marina page, Marina Recreation Centers page, and Police Department page. Additionally, staff has purchased “boosts” to the posts to reach a wider audience of Marina residents.
- One Nextdoor post a week on the City of Marina Agency Nextdoor page. This page reaches all Marina neighborhoods.
- One press release in English and Spanish released on the City Newsflash. The press release was also sent to people who have signed up for the “Districting Notify Me” option. Additionally, the press release has been disseminated to all local media outlets.
- A Public Hearing notice for Hearing No. 2 published in the Monterey Weekly.
- Direct emails and phone messages to approximately 65 civic organizations located in Marina that were identified and engaged in the Census update.
- Coordinated with the Monterey Peninsula Unified School District to send redistricting information to all parents of school age children in the City of Marina.
- Direct mailer to all approximate 11,000 residential addresses in the City.

The FAIR MAPS Act requires the Secretary of State to determine the applicable languages for each city. An “applicable language” means any language that is spoken by a group of city residents with limited English proficiency who constitute 3 percent or more of the city’s total population over four years of age for whom language can be determined. The Secretary of State has determined, using this metric, that English and Spanish are the applicable languages in the City of Marina and written materials prepared need to be in both English and Spanish. In addition to the required language translations, the City Council has opted to include additional language translations in Vietnamese and Korean.

Redistricting Rules and Goals

Redistricting is governed by certain laws, criteria and traditional principles. Federal laws require:

- Each council district shall contain a nearly equal population
- Each council district shall be drawn in a manner that complies with the Federal Voting Rights Act. No council district shall be drawn with race as the predominate factor in violation of the principles established by the United States Supreme Court in *Shaw v. Reno*, 509 U.S. 630 (1993), and its progeny.

In addition to the federal law, the FAIR MAPS Act enacted on January 1, 2020, requires the following criteria be used to the extent practicable when revising districts:

- Each council district shall be a geographically contiguous territory.
- Each council district shall contain undivided neighborhoods and “communities of interest.” Communities of interest may include school- and park-connected neighborhoods, city planning areas, social interests, agricultural, industrial or service industry interests, or other locally recognized definitions of communities and neighborhoods.
- Each council district border shall be easily identifiable and follow visible natural and man-made geographical and topographical features that follow visible natural and man-made features, including mountains, flat land, forest lands, highways, canals, etc.
- Each council district shall be as compact as possible. Districts cannot bypass one group of people to get to a more distant group.

It is prohibited to favor or discriminate against a political party.

Some traditional redistricting principles that may be considered when revising districts include:

- Minimizing shifting voters to different election years.
- Future population growth.
- Respecting voter choices from previous elections.
- Preserving the core of existing districts.

Public Participation and Map Revisions

During the initial public hearing the public is requested to provide input regarding communities of interest and other local factors that should be considered while drafting district maps. A *community of interest* is a neighborhood or group that should be in the same district because of shared social or economic interests, or other common characteristics. Possible community features include, but are not limited to:

- A. School attendance areas;
- B. Natural dividing lines such as major roads, hills, or highways;
- C. Areas around parks and other neighborhood landmarks;
- D. Common issues, neighborhood activities,; and
- E. Shared demographic characteristics, such as:
 - (1) Similar levels of income, education, or linguistic insolation;
 - (2) Languages spoken at home; and
 - (3) Single-family and multi-family housing unit areas.

The above list of additional factors provides examples only. Communities of interest do not include relationships with political parties, incumbents or political candidates. The public is encouraged to provide input on some or all of these factors, and to suggest other criteria not mentioned above.

FISCAL IMPACT:

There is no fiscal impact as a result of the recommended action.

CONCLUSION:

It is recommended that the City Council hold a public hearing to receive a presentation on the redistricting process and receive input from the community

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
OPENING A PUBLIC HEARING, RECEIVING A PRESENTATION
REGARDING THE 2021-2022 CITY COUNCIL REDISTRICTING PROCESS
AND TO RECEIVE PUBLIC INPUT ON DISTRICT BOUNDARIES AND
COMMUNITIES OF INTEREST AND A REPORT ON THE REDISTRICTING
PROCESS AND PERMISSIBLE CRITERIA TO BE CONSIDERED TO REDRAW
CITY COUNCIL ELECTION DISTRICT BOUNDARIES

WHEREAS, on September 4, 2019, the City Council adopted a resolution declaring its intent to initiate proceedings to transition the City from at-large to district-based Council Member elections pursuant to Elections Code Section 10010 and Government Code Section 34886 (RES-2017-13); and,

WHEREAS, on December 3, 2019, the City Council adopted Map 109c for the newly created City Council District boundaries; and

WHEREAS, the transition to the district-based election system, the city was geographically divided into four separate districts, each represented by one Council Member who was chosen by the electors residing in that particular district; and

WHEREAS, the office of the Mayor is still be elected at large; and

WHEREAS, following each decennial federal census, and using that census as a basis, the City must adopt boundaries for Council Districts of the City that are substantially equal in population; and,

WHEREAS, the deadline for cities with November elections to adopt the final District Map will be April 17, 2022 (205 days before the election); and

WHEREAS, the City Council held the first of four (4) mandated public hearings to adopt district maps on July 6, 2021; and

WHEREAS, the City has provided public notice of this second public hearing to adopt district maps; and

WHEREAS, the purpose of this public hearing is to inform the public about the districting process and to hear from the community on what factors should be taken into consideration while creating district boundaries to; and

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

1. Open a public hearing, receiving a presentation regarding the 2021-2022 City Council redistricting process and to receive public input on district boundaries and Communities of Interest and a report on the redistricting process and permissible criteria to be considered to redraw City Council election district boundaries; and

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 21st day of September 2021, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

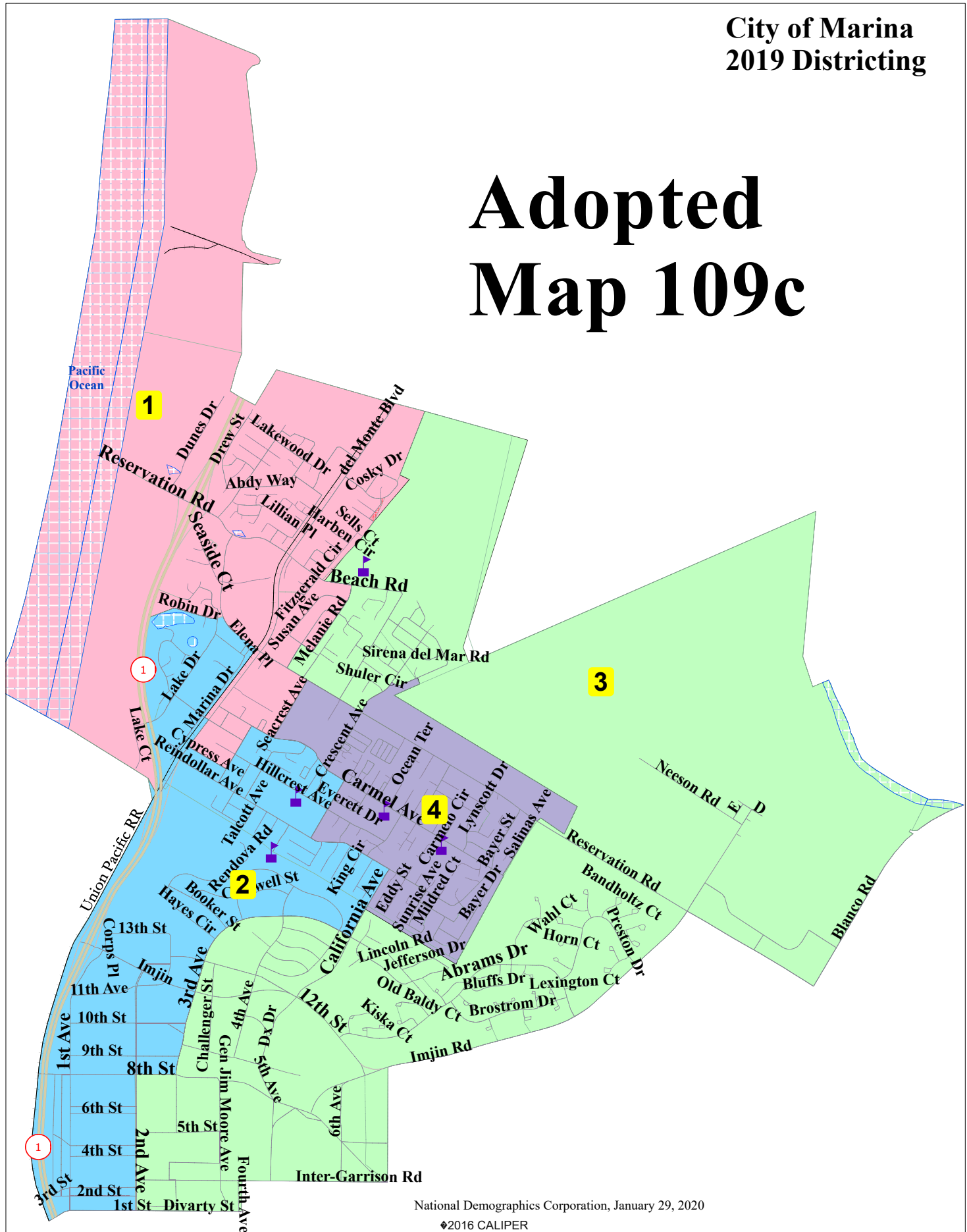
Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

City of Marina
2019 Districting

Adopted Map 109c



National Demographics Corporation, January 29, 2020

©2016 CALIPER

August 31, 2021

Item No. **9b**

To: Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 21, 2021

CITY COUNCIL OF THE CITY OF MARINA TO OPEN A PUBLIC HEARING, TAKE ANY TESTIMONY FROM THE PUBLIC, AND CONSIDER RECOMMENDATION OF THE PLANNING COMMISSION TO ADOPT AN ORDINANCE AMENDING TITLE 17 OF THE MARINA MUNICIPAL CODE ‘ZONING;’ TO DELETE IN THEIR ENTIRETY SECTIONS 17.04.291 AND 17.04.380 OF CHAPTER 17.04 ‘DEFINITIONS;’ AND TO AMEND SECTIONS 17.06.020 B AND 17.06.050 B OF CHAPTER 17.06 “R-1 OR SINGLE-FAMILY RESIDENTIAL DISTRICT;” AND SECTIONS 17.08.020 B AND 17.08.050 B OF CHAPTER 17.08 “R-2 OR DUPLEX RESIDENTIAL DISTRICT;” AND SECTIONS 17.10.020 B, AND 17.10.050 OF CHAPTER 17.10 “R-3 OR SINGLE-FAMILY RESIDENTIAL DISTRICT;” AND SECTIONS 17.12.020 C, 17.12.060 OF CHAPTER 12 “R-4 OR MULTIPLE-FAMILY RESIDENTIAL DISTRICT;” AND SUBSECTIONS A. 3. d. i. AND A. 3. f .iii. OF SECTION 17.42.040 “DWELLING UNITS” OF CHAPTER 17.42 “GENERAL ZONING REGULATIONS.”

REQUEST:

It is requested that the City Council consider the Planning Commission recommendation and take the following action:

- 1) Introducing and Read by title only Ordinance 2021-, deleting definitions for “dwelling unit, secondary’ (17.04.291) and “guest house” (17.04.380) and amending the R-1(17.06.020 and 050), R-2 (17.08.020 and 050), and 050) R-3 (17.10.020 and 050), and R-4 (17.12.020 and 050), zoning districts, removing the terms “guest house and secondary dwelling), amending 17.42.A.3.d.i to allow for accessory dwelling units of over 16’ in height in certain circumstances, and 17.4.A.3.f.iii.

BACKGROUND:

New state laws, effective January 1, 2020, permit by right the new construction of or conversion of existing space into accessory dwelling units (ADUs) in any zoning district where single-family or multifamily dwellings are a permitted or conditionally permitted land uses. State laws also permit the creation of a junior accessory dwelling unit (JADU) within the walls of an existing single-family residence. State laws limit local control over development standards for ADUs and JADUs but do permit municipal governments to establish site and design standards within a limited range of minimum and maximum values. Acceptable site and design standards include setbacks and building height, among others.

The change in state law also resulted in some terminology and definitions becoming obsolete; specifically the terms “Secondary Dwelling Unit” and “Guest House”. These deletions are a clean-up item to help avoid confusion, as they are now covered by ADUs and JADUs.

In July 2020, the Planning Commission recommended the City Council adopt an ordinance that retained as much control as possible over ADUs, while maintaining consistency with State law. Included in State law is an allowance for restricting the height of new construction ADUs to 16 feet. Planning staff communicated with the state’s Department of Housing and Community Development and City attorneys to ensure the ordinance was compliant with state law.

In October 2020, the City Council adopted the ordinance with some modifications and kept the height limitation recommended by the Planning Commission. At that meeting Peter Taormina, the applicant for the current amendment, raised concerns about building height and suggested the City Council consider increasing the maximum building height at a future meeting.

On January 5, 2021, Peter Taormina submitted an application requesting a zoning text amendment to increase the maximum allowable height of new construction ADUs to 24 feet. Mr. Taormina cited concerns at the Council's public hearing that the current height restriction of 16 feet eliminates certain on-site covered parking options such as an ADU over garage configurations. Mr. Taormina suggested that increasing the height maximum would preserve some opportunities for off-street parking. This would help the City's interest to allow increased building heights in situations where a developer is committed to preserving or providing off-street parking in a garage below the ADU.

The Planning Commission reviewed the application at their meeting on March 25, 2021. At that meeting, there was discussion about how the second story would allow smaller yards the ability to reach the maximum allowable floor area provided by state law by utilizing the first and second story for the unit, if they so desire. The proposed changes to the Zoning Ordinance are include in **Exhibit A -Zoning Ordinance Amendment – ADUs**. All amended language proposed through various meetings of the Planning Commission have been added is in **red** and the portions being eliminated have a ~~strike~~through.

There were questions regarding whether or not additional setback could be required for buildings over 16' feet in height and how parking might be provided for ADUs. The issue of public utility easements or no build easements was also raised by the public in connection with the minimum ADU setback required by the state. The question of what constituted livable space in reaching maximum floor areas was also a point of discussion.

Additionally, the elimination of the terms "Secondary Dwelling Unit" and "Guest House" was discussed for deletion as part of an effort to clean up conflicting terms and maintaining clarity in the Zoning Ordinance.

The Planning Commission did not take action on this item and directed staff to contact the State Department of Housing and Community Development to clarify questions relating to useable space, increased setbacks for higher buildings, requiring parking on the first floor if an ADU over 16' is built, and how to address conflicts between no-build easements and the four foot setback.

As staff reviewed the questions raised by the Commission, it was decided that if parking were to be allowed on the first floor of the structure, that a driveway of sufficient width with access to the parking area must be provided.

In staff's discussion with HCD, the following were clarified:

- Any space identified for calculating floor area must be habitable space, which is seven feet in height as a general rule;
- The setback for rear and side yards for ADUs is four feet, regardless of the height of the building;
- For setbacks, where non-buildable easements are in place, if the easement is more than four feet wide, it will supersede the four foot setback requirement established by the state;

- The requirement for ground floor parking in exchange for additional height was considered to not violate the statute.
- The requirement for driveway or alley access to ground level parking on a detached ADU was reasonable, provided the width was not so wide as to be restrictive.

Staff drafted language, based on the information provided by HCD in response to issues raised at the March 25th meeting.

At the Planning Commission of June 24, 2021, the new language relating to ground level parking requirements and driveway width were discussed..

Comments from the public focused on how the 24' height might change the character of the City, given the abundance of one story houses located here, especially in Central Marina.

The Commission discussed the concern of ADU height and where the 24' height might be appropriate. The Commission directed Staff to draft language allowing ADUs of up to 24' in connection with new construction on vacant lots, retaining the height and widening the required driveway width to 12 feet.

Staff made those changes, as directed by the Commission. At the August 12, 2021 meeting, the Planning Commission recommended approval of the ordinance presented to the City Council for your consideration. The **Planning Commission Resolution** is included as **Exhibit B**

ANALYSIS:

Analysis

The City's primary goals in adopting an ADU ordinance were to:

- attain consistency with state law;
- provide affordable housing; and
- retain the maximum level of control permitted under state law.

The Planning Commission is recommending limitations on the allowance for new ADUs to be constructed up to a maximum height of up to 24 feet, provided that the new ADUs be constructed on an existing vacant lot in conjunction with the construction of a new primary single family dwelling. Additionally, parking for the residential unit must be provided on the first floor of the structure and a 12' wide unobstructed driveway or alleyway must provide access to the parking for the unit..

The zoning text amendment is consistent with each of these goals in that the amendment is consistent with state law, may provide additional opportunities for affordable housing, and still allows the City to exercise reasonable control over the heights of accessory units in residential zoning districts.

The intent of the other proposed amendments, eliminating the terms" dwelling unit, secondary" and "guest house" is to (1) eliminate existing zoning designations that are obsolete or no longer being used and (2) provide a logical layout of the Zoning Ordinance.

ENVIRONMENTAL REVIEW:

The City of Marina Planning Division has determined that this Ordinance is categorically exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. The proposed text amendments are covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in

question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed amendments are changes are reformatting of the layout of the Zoning Ordinance and elimination of zoning districts that are obsolete and not utilized on the City Zoning Map. Any development that occurs in the future subject to such standards will undergo an independent analysis pursuant to the requirements of CEQA.

FISCAL IMPACT:

There will be no fiscal impact.

PLANNING COMMISSION ACTION:

The Planning Commission considered this item at their regular meeting on August 12, 2020. Commissioner Amadeo made the motion to recommend approval of the proposed amendment. The motion was seconded by Chair McCarthy. The vote of the Planning Commission was as follows:

Commissioner	Ayes	Nays	Other
McCarthy, Chair	X		
Amadeo	X		
Bielsker	X		
Hur	X		
Rana			Absent
Walton	X		
Woodson			Abstained

CONCLUSION:

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

Respectfully submitted,

J. Fred Aegerter
Community Development Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

Attachments; 1. Exhibit A – Proposed Ordinance (with amendments)
 2. Exhibit B – Planning Commission Resolution
 3. Exhibit C – Ordinance No. 2021-

Zoning Ordinance Amendment – ADUs

17.04 Definitions

17.04.15 “Accessory dwelling unit”, as defined in California Government Code Section 65852.2, means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation^s on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following (A) an efficiency unit; (B) a manufactured home, as defined in Section 18007 of the Health and Safety Code..

~~17.04.291 “Secondary dwelling unit” means an attached or detached dwelling unit sited on the same parcel as the main building and which provides complete independent living facilities for one or two persons, including permanent provisions for living, sleeping, eating, cooking, sanitation and laundry hook-ups. (Ord. 2020-07 § 2, 2020; Ord. 2003-09 § 1, 2003)~~

~~17.040.380 “Guest house” means a detached living quarters with permanent provisions for sleeping and sanitation, but without kitchens or cooking facilities, clearly subordinate and incidental to the main building on the same building site, and not to be rented, let or leased, whether compensation be direct or indirect. (Ord. 2020-07 § 2, 2020; Ord. 2003-09 § 1, 2003; Zoning Ordinance dated 7/94, 1994)~~

17.06 R-1 or Single-Family Residential District

17.06.020 – Permitted Uses

- B. ~~One guest house or secondary dwelling~~ Accessory dwelling units pursuant to the provisions of 17.42.040, except in the Coastal Zone where this provision shall not be effective unless and until approved by the California Coastal Commission.

17.06.050 – Building Height

- B. The maximum building heights for ~~secondary dwelling units and guest houses~~ accessory dwelling units shall be governed by the provisions of Section 17.42.040

17.08 R-2 or Duplex Residential District

17.08.020 – Permitted Uses

- B. ~~One guest house or secondary dwelling~~ Accessory dwelling units pursuant to the provisions of 17.42.040.

17.08.050 – Building Height

- B, The maximum building heights for ~~secondary dwelling units and guest houses~~ accessory dwelling units shall be governed by the provisions of Section 17.42.040

17.10 R-3 or Single-Family Residential District

17.10.020 – Permitted Uses

- B. ~~One guest house or secondary dwelling~~ Accessory dwelling units pursuant to the provisions of ~~17.14.040, 17.42.040.~~

17.10.050 – Building Height

- B, The maximum building heights for ~~secondary dwelling units and guest houses~~ accessory dwelling units shall be governed by the provisions of Section 17.42.040.

17.12 R-4 or Multiple-Family Residential District

17.12.020 – Permitted Uses

- C. ~~One guest house or secondary dwelling~~ Accessory dwelling units pursuant to the provisions of, 17.42.040.

17.12.060 – Building Height

- B, The maximum building heights for ~~secondary dwelling units and guest houses~~ accessory dwelling units shall be governed by the provisions of Section 17.42.040.

17.42.040 Accessory Dwelling Units

A 3.d. *Height.*

- i. An accessory unit is limited to sixteen feet in height, however, an accessory dwelling unit may be up to a maximum height limitation of twenty-four feet (24'), provided that it is constructed on a vacant lot in conjunction with a newly constructed primary single family dwelling located on the same lot, and that the first story of the ADU structure includes parking for the unit and access to that parking is provided from the street with a unobstructed driveway or alleyway access of at least ~~ten feet (10')~~ twelve feet (12') in width

e. *Maximum Unit Size.*

iii. A minimum setback of four feet from the side and rear property lines is required for an accessory dwelling unit ~~sixteen~~ twenty-four feet in height or less. If there is a recorded constraint, such as a no-build easement (e.g., public utility easement), then the recorded constraint prevails in determining the setback. Front and street side yard setbacks shall be the same as the underlying zoning district. An accessory dwelling unit in excess of ~~sixteen~~ twenty-four feet in height shall comply with setback requirements of the main structure of the applicable zoning district.

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY OF MARINA PLANNING COMMISSION
RECOMMENDING THAT THE CITY COUNCIL CONSIDER AMENDING AN
ORDINANCE GOVERNING THE DEVELOPMENT OF ACCESSORY DWELLING
UNITS IN THE CITY OF MARINA AND DELETE OBSOLETE TERMS AND
DEFINITIONS PERTAINING TO SUCH.**

WHEREAS, the Planning Commission of the City of Marina conducted a duly noticed public meeting to consider initiating amendments to the Marina Zoning Ordinance, considered all public testimony, written and oral, presented at the public meeting, and received and considered the written information and recommendation of the staff report for the August 12, 2021 meeting related to the proposed amendments to the Marina Zoning Ordinance; and

WHEREAS, the Planning Commission finds that the proposed amendments to the Marina Municipal Code are consistent with the goals, policies and programs of the Marina General Plan; and

WHEREAS, the Planning Commission finds that the proposed amendments to the Marina Municipal Code are consistent with the goals and provisions of state law; and

WHEREAS, the terms “Secondary Dwelling Unit” and “Guest House” needed to be deleted from the Zoning Ordinance to provide clarity; and

WHEREAS, the Planning Commission finds that allowing space for a second story for detached accessory dwelling units constructed in connection with new construction of single-family residences on vacant lots provides an important option for the City to reach its affordable housing goals; and

WHEREAS, the inclusion of first floor parking for ADUs with living space above meets important needs; and

WHEREAS, adequate drive access is essential to new ADUs with first floor parking space; and

WHEREAS, the Planning Commission finds that adoption of the ordinance permits the City to retain the maximum level of control permitted under state law; and

WHEREAS, the City of Marina Planning Division has determined that this Ordinance is categorically exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. The proposed text amendments are covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed amendments are changes to the requirements of Accessory Dwelling Units and Junior Accessory Dwelling Units contained within the Municipal Code as required by State Law pursuant to the amendments made by Assembly Bill 68, Assembly Bill 881 and Senate Bill 13 and will not result in any direct impact upon the physical environment. Any development that occurs in the future subject to such standards will undergo an independent analysis pursuant to the requirements of CEQA.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina that it hereby recommends that the City Council adopt an ordinance governing the height of accessory dwelling units and drive access to such units in the City of Marina and deleting obsolete terms relating to such uses as reflected in Exhibit A, attached hereto.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 12th day of August, 2021, by the following vote:

AYES, COMMISSIONERS:

NOES, COMMISSIONERS:

ABSENT, COMMISSIONERS:

ABSTAIN, COMMISSIONERS:

Brian McCarthy, Chair

ATTEST:

J Fred Aegerter
CD Director
City of Marina

ORDINANCE NO. 2021-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA
AMENDING TITLE 17 OF THE MARINA MUNICIPAL CODE ‘ZONING;’
TO DELETE IN THEIR ENTIRETY SECTIONS 17.04.291 AND 17.04.380 OF CHAPTER
17.04 ‘DEFINITIONS;’ AND TO AMEND SECTIONS 17.06.020 B AND 17.06.050 B OF
CHAPTER 17.06 “R-1 OR SINGLE-FAMILY RESIDENTIAL DISTRICT;” AND SECTIONS
17.08.020 B AND 17.08.050 B OF CHAPTER 17.08 “R-2 OR DUPLEX RESIDENTIAL
DISTRICT;” AND SECTIONS 17.10.020 B, AND 17.10.050 OF CHAPTER 17.10 “R-3 OR
SINGLE-FAMILY RESIDENTIAL DISTRICT;” AND SECTIONS 17.12.020 B, 17.12.060 OF
CHAPTER 12 “R-4 OR MULTIPLE-FAMILY RESIDENTIAL DISTRICT;” AND
SUBSECTIONS A. 3. d. i. AND A. 3. f .iii. OF SECTION 17.42.040 “DWELLING UNITS”
OF CHAPTER 17.42 “GENERAL ZONING REGULATIONS.”

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

1. Sections 17.04.291 and 17.04.380 Deleted. Municipal Code Sections 17.04.291 and 17.04.380, relating to definitions are hereby deleted in their entirety and not replaced.

2. Section 17.06.020 B Amended. Municipal Code Section 17.06.020 B, relating to permitted uses is hereby amended to read as follows:

“B. Accessory dwelling units pursuant to the provisions of 17.42.040, except in the Coastal Zone where this provision shall not be effective unless and until approved by the California Coastal Commission.”

3. Section 17.06.050 B Amended. Municipal Code Section 17.06.050 B, relating to building height is hereby amended to read as follows:

“B. The maximum building heights for accessory dwelling units shall be governed by the provisions of Section 17.42.040.”

4. Section 17.08.020 B Amended. Municipal Code Section 17.08.020 B, relating to permitted uses is hereby amended to read as follows:

“B. Accessory dwelling units pursuant to the provisions of 17.42.040.”

5. Section 17.08.050 B Amended. Municipal Code Section 17.08.050 B, relating to building height is hereby amended to read as follows:

“B. The maximum building heights for accessory dwelling units shall be governed by the provisions of Section 17.42.040.”

6. Section 17.10.020 B Amended. Municipal Code Section 17.10.020 B, relating to permitted uses is hereby amended to read as follows:

“B. Accessory dwelling units pursuant to the provisions of 17.42.040.”

7. Section 17.10.050 Amended. Municipal Code Section 17.10.050, relating to building height is hereby amended to read as follows:

“The maximum building heights for accessory dwelling units shall be governed by the provisions of Section 17.42.040.”

8. Section 17.12.020 C Amended. Municipal Code Section 17.12.020 C, relating to permitted uses is hereby amended to read as follows:

“C. Accessory dwelling units pursuant to the provisions of 17.42.040.”

9. Section 17.12.060 Amended. Municipal Code Section 17.12.060, relating to building height is hereby amended to read as follows:

“The maximum building heights for accessory dwelling units shall be governed by the provisions of Section 17.42.040.

10. Subsection A 3. d. i of Section 17.42.040 Amended. Municipal Code Subsection A 3. d. i of Section 17.42.040 relating to height is hereby amended to read as follows:

“i. An accessory unit is limited to sixteen feet in height; however, an accessory dwelling unit may be up to a maximum height limitation of twenty-four feet (24’), provided that it is constructed on a vacant lot in conjunction with a newly constructed primary single family dwelling located on the same lot, and that the first story of the structure includes parking for the unit and access to that parking is provided from the street with a unobstructed driveway or alleyway access of at least twelve feet (12’) in width.”

0. Subsection A 3. f. iii of Section 17.42.040 Amended. Municipal Code Subsection A 3. f. iii of Section 17.42.040 relating to property line setbacks is hereby amended to read as follows:

“iii. A minimum setback of four feet from the side and rear property lines is required for an accessory dwelling unit twenty-four feet in height or less. If there is a recorded constraint, such

as a no-build easement (e.g., public utility easement), then the recorded constraint prevails in determining the setback. Front and street side yard setbacks shall be the same as the underlying zoning district. An accessory dwelling unit in excess of twenty-four feet in height shall comply with setback requirements of the main structure of the applicable zoning district.”

11. Effective Date. This ordinance shall take effect and be in force 30 days from and after its final passage.

12. Posting of Ordinance. Within 15 days after the passage of this ordinance, the Deputy City Clerk shall cause it to be posted in the three public places designated by resolution of the City Council.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on the 8th day of September, 2021, and was passed and adopted at a regular meeting duly held on the 21st day of September , 2021, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST

Anita Shepherd-Sharp Deputy City Clerk

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