



AGENDA

Tuesday, May 17, 2016

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 AND SUCCESSOR AGENCY OF THE
FORMER MARINA REDEVELOPMENT AGENCY**

Council Chambers
211 Hillcrest Avenue
Marina, California

VISION STATEMENT

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

MISSION STATEMENT

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

1. CALL TO ORDER



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

Nancy Amadeo, David W. Brown, Gail Morton, Mayor Pro-Tem/Vice Chair Frank O'Connell, Mayor/Chair Bruce C. Delgado

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

4. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
5. SPECIAL PRESENTATIONS:
 - a. Northern Salinas Valley Mosquito Abatement District Presentation
 - 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 78631-78746, totaling \$431,824.72
 - b. MINUTES:
 - (1) May 3, 2016, Regular City Council Meeting.
 - c. CLAIMS AGAINST THE CITY: None
 - d. AWARD OF BID: None
 - e. CALL FOR BIDS: None
 - f. ADOPTION OF RESOLUTIONS:
 - (1) City Council consider adopting Resolution No. 2016-, certifying City of Marina compliance with State law (Proposition 218) with respect to special assessment for Cypress Cove II Landscape Maintenance Assessment District for FY 2016-17.

- (2) City Council consider adopting Resolution No. 2016-, certifying City of Marina compliance with State law (Proposition 218) with respect to special assessment for Seabreeze Landscape Maintenance Assessment District for FY 2016-17.
- (3) City Council consider adopting Resolution No. 2016-, certifying City of Marina compliance with State law (Proposition 218) with respect to special assessment for Monterey Bay Estates Landscape Maintenance Assessment District for FY 2016-17.
- (4) City Council consider adopting Resolution No. 2016-, authorizing Police Department request to acquire excess federal property through the State of California Public Safety Procurement Program (CPSPP), which authorizes procurement of aircraft, watercraft, armored vehicles, firearms and firearms attachments, night vision goggles and scopes and other tactical equipment and non-tactical/non-combat equipment with the initial intent of acquiring an armored tactical vehicle for the sole use of the Regional Police Response Unit (SRU); and, authorize the Chief of Police to administer the State of California Public Safety Procurement Program (CPSPP) on behalf of the City.
- (5) City Council consider adopting Resolution No. 2016-, approving estimated cost for service for calendar year 2016, Fourth of July activities and; setting cost recovery surcharge at seven (7) percent for calendar year 2016 pursuant to Marina Municipal Code Section 15.32.091.
- (6) City Council consider adopting Resolution No. 2016-, accepting the construction contract documents and authorizing staff to proceed with the public bidding process, and; authorizing preparation and submission of a revised grant application to the Federal Aviation Administration (FAA) based on bids received, and; authorizing preparation and submission of a State of California (Caltrans) match grant based on a proportional amount of the federal grant application, and; authorizing the City Manager to execute the referenced grant applications for the 2016 designated project – Airport Beacon and Pavement Maintenance Management Plan (PMMP), at Marina Municipal Airport.
- (7) City Council consider adopting Resolution No. 2016-, calling for a general municipal election in the City of Marina on Tuesday, November 8, 2016, for the election of certain city officers; requesting the County of Monterey agree to the consolidation of the election with the statewide general election and requesting the County Elections Department to render any and all services required to conduct the election; authorizing the Finance Director to appropriate funds and the City Manager to execute a service agreement for the provision of election services between the City of Marina and Monterey County Elections Department/Registrar of Voters subject to final review and approval by City Attorney.

g. APPROVAL OF AGREEMENTS:

- (1) City Council consider adopting Resolution No. 2016-, authorizing the agreement between the City of Marina and Taygeta Network Security Inc. for cybersecurity professional services, authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney; and authorize the Finance Director to make the necessary accounting and budgetary entries.

- (2) City Council consider adopting Resolution No. 2016-, authorizing the City Manager to execute a side letter agreement between the City of Marina and the Marina Management Employees Association, and; authorizing adjustments to City Compensation Plan including adjustments to the salary schedule, health benefit allowance and other specified terms and conditions of employment specified in the Side Letter, and; authorizing Finance Director to make appropriate accounting and budgetary entries.

- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
- i. MAPS: None
- j. REPORTS: (RECEIVE AND FILE):
 - (1) City Council receive information on Regional Communications Grant Update.
- k. FUNDING & BUDGET MATTERS: None
- l. APPROVE ORDINANCES (WAIVE SECOND READING): None
- m. APPROVE APPOINTMENTS: None

- 9. PUBLIC HEARINGS:
 - a. City Council open the public hearing and take any testimony from the public, and; consider introducing Ordinance No. 2016-, amending chapter 3.26 of the Marina Municipal Code regarding mitigation fees for new development within the City of Marina.
 - b. City Council opening a public hearing, and; consider introducing ordinance text amendment deleting Municipal Code, Title 5, Chapter 5.36 “Massage Businesses,” and adding a new Chapter 5.36 to redefine “Massage,” “Massage Practitioners,” “Massage Therapists,” “Massage Establishments,” and require licensing in compliance with the laws of the State of California.

- 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 receive Utility Users Tax (“UUT”) information and provide staff with any further direction in the matter.
- b. City Council receive Business License Tax information and provide staff with any further direction in the matter.

- c. City Council consider adopting Resolution No. 2016-, amending the rate adjustment calculation of the Franchise Agreement with GreenWaste Recovery utilizing a sector specific uniform percentage adjustment in lieu of the multi-index calculation.
- d. City Council hold discussion on 9th Street Design between 2ND Avenue and Imjin Road.

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

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

13. ADJOURNMENT:

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 7:00 p.m., Friday, May 13, 2016.

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.ci.marina.ca.us), 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@ci.marina.ca.us.

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@ci.marina.ca.us. requests must be made at least **48 hours** in advance of the meeting.

Upcoming 2016 Meetings of the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Community Nonprofit Corporation and Successor Agency of the Former Redevelopment Agency
Regular Meetings: 5:30 p.m. Closed Session;
6:30 p.m. Regular Open Sessions

Tuesday, June 7, 2016
Tuesday, June 21, 2016

Tuesday, October 4, 2016
Tuesday, October 18, 2016

****Wednesday, July 6, 2016**
Tuesday, July 19, 2016

Tuesday, November 1, 2016
Tuesday, November 15, 2016

*****Wednesday, August 3, 2016**
Tuesday, August 16, 2016

Tuesday, December 6, 2016
Tuesday, December 20, 2016

****Wednesday, September 7, 2016**
Tuesday, September 20, 2016

** Regular Meeting rescheduled due to Monday Holiday

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

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

Special City Council Meetings

Tuesday, May 24, 2016 – Budget Session
Tuesday, June 14, 2016 – Budget Session
Tuesday, June 28, 2016 – Budget Session

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

Memorial Day -----Monday, May 30, 2016
Independence Day (City Offices Closed) -----Monday, July 4, 2016
Labor Day -----Monday, September 5, 2016
Veterans Day -----Friday, November 11, 2016
Thanksgiving Day -----Thursday, November 24, 2016
Thanksgiving Break -----Friday, November 25, 2016
Winter Break -----Friday, December 23, 2016 –Monday, January 2, 2017

2016 COMMISSION DATES

Upcoming 2016 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

May 18, 2016	August 17, 2016	November 16, 2016
June 15, 2016	September 21, 2016	December 21, 2016
July 20, 2016	October 19, 2016	

Upcoming 2016 Meetings of Economic Development Commission
1st Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

June 2, 2016	September 1, 2016	December 1, 2016
August 4, 2016	October 6, 2016	

Upcoming 2016 Meetings of Planning Commission
2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

May 26, 2016	August 11, 2016	October 13, 2016
June 9, 2016	August 25, 2016	October 27, 2016
June 23, 2016	September 8, 2016	November 10, 2016
July 14, 2016	September 22, 2016	November 24, 2016 (Cancelled)
July 28, 2016		December 8, 2016
		December 22, 2016 (Cancelled)

Upcoming 2016 Meetings of Public Works Commission
3rd Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

May 19, 2016	August 18, 2016	November 17, 2016
June 16, 2102	September 15, 2016	December 15, 2016
July 21, 2016	October 20, 2016	

Upcoming 2016 Meetings of Recreation & Cultural Services Commission
1st Wednesday of every quarter month. Meetings are held at the Council Chambers at 6:30 P.M.

June 1, 2016	September 7, 2016	December 7, 2016
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AP Check Register 05-06-16

Bank Account: 024 - Accounts Payable ZBA
Batch Date: 05/06/2016

Agenda Item: 8a
City Council Meeting of
May 17, 2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 024 - Accounts Payable ZBA					
Check	05/06/2016	78631 Accounts Payable	A-1 Sweeping Service		1,820.00
	Invoice	Date	Description		Amount
	March2016	04/01/2016	Airport_Contract Sweeping Service		1,820.00
Check	05/06/2016	78632 Accounts Payable	Ace Hardware		4.11
	Invoice	Date	Description		Amount
	058402	04/19/2016	Airport Maintenance & Repair Supplies		4.11
Check	05/06/2016	78633 Accounts Payable	Ace Hardware		69.46
	Invoice	Date	Description		Amount
	058424	04/20/2016	Misc. supplies 4/20/16		21.71
	058468	04/25/2016	Ipad wall mount for apparatus bay		47.75
Check	05/06/2016	78634 Accounts Payable	Ace Hardware		162.78
	Invoice	Date	Description		Amount
	058472	04/26/2016	Playground Project - Community Center		86.81
	058483	04/27/2016	Playground Project - Community Center		58.61
	058469	04/26/2016	Bldg Maint & Repair		17.36
Check	05/06/2016	78635 Accounts Payable	AT & T		185.22
	Invoice	Date	Description		Amount
	000007954378	04/15/2016	CALNET3-9391023487 (884-9497)		19.27
	000007974244	04/20/2016	CALNET3-9391023433 (234-342-8596)		165.95
Check	05/06/2016	78636 Accounts Payable	Commercial Environment Landscape		2,500.00
	Invoice	Date	Description		Amount
	2796-0316	03/01/2016	Airport_Contract Landscape Maintenance Services		2,500.00
Check	05/06/2016	78637 Accounts Payable	CSG Consultants		15,088.19
	Invoice	Date	Description		Amount
	6786	04/15/2016	CSG - Imjin Pkwy Widening F462 (#401) (02/27/16 - 03/25/16)		110.00
	6785	04/15/2016	RWQCB - Eng Svc (02/27/16 - 03/25/16)		735.00
	6784	04/15/2016	FEMA - 6300.190.08 (02/27/16 - 03/25/16)		262.50
	B160194	04/05/2016	Plan Check Services (03/01/16 - 03/31/16)		4,143.19
	6752	04/15/2016	FAE- B1 Imjin Office Park (02/27/16 - 03/25/16)		170.00

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AP Check Register 05-06-16

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Batch Date: 05/06/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		6754	04/15/2016	CSG - FAE M5 Spring Hill Marriott (02/27/16 - 03/25/16)	170.00
		6751	04/15/2016	FAE - DU2 - 1C Dunes Phase 2 (02/27/16 - 03/25/16)	190.00
		6789	04/15/2016	Eng Svc -TAMC (02/27/16 - 03/25/16)	1,100.00
		6788	04/15/2016	Staff Augmentation (02/27/16 - 03/25/16)	4,505.00
		6744	04/15/2016	CSG - Imjin Pkwy Widening F462 (#401) (02/27/16 - 03/25/16)	105.00
		6742	04/15/2016	CIP - Admin Engineering (02/27/16 - 03/25/16)	682.50
		6750	04/15/2016	Permits/Dev (02/27/16 - 03/25/16) - Marina Heights	1,197.50
		6764	04/15/2016	Imjin/SR1 Signalization (02/27/16 - 03/25/16)	707.50
		6738	04/15/2016	CSG - Monterey Bay Est LMD (02/27/16 - 03/25/16)	505.00
		6737	04/15/2016	Seabreeze LMD (02/27/16 - 03/25/16)	505.00
Check	05/06/2016	78638 Accounts Payable	First Alarm		426.42
		Invoice	Date	Description	Amount
		916733	04/15/2016	Fire Alarm System Monitoring, B510	426.42
Check	05/06/2016	78639 Accounts Payable	Goldfarb & Lipman		780.00
		Invoice	Date	Description	Amount
		119211	04/26/2016	Marina Heights - March 2016	494.00
		119212	04/26/2016	Preston Park - March 2016	78.00
		119210	04/26/2016	General Matters - March 2016	208.00
Check	05/06/2016	78640 Accounts Payable	Intapol Industries		298.97
		Invoice	Date	Description	Amount
		02001907	11/13/2015	Motor breeches	298.97
Check	05/06/2016	78641 Accounts Payable	Liebert Cassidy Whitmore		1,579.34
		Invoice	Date	Description	Amount
		1419098	03/31/2016	LCW - Professional Services	697.50
		1419099	03/31/2016	LCW - Professional Services	881.84
Check	05/06/2016	78642 Accounts Payable	Lynn Lozier Attorney at Law		39,528.00
		Invoice	Date	Description	Amount
		MG112616	04/18/2016	Asset Return-LindaZollinger 4/18/16	39,528.00
Check	05/06/2016	78643 Accounts Payable	Marina Coast Water District		1,550.69
		Invoice	Date	Description	Amount

AP Check Register 05-06-16

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		000056016 041516	04/15/2016	000056 016 - Ctr Med Reserv & Seac MCWD (03/19/16 - 04/15/16)	34.00
		000056021 041516	04/15/2016	000056 021 - Ctr Med Res Rd by Post Office (03/19/16 - 04/15/16)	34.00
		000056017 041516	04/15/2016	000056 017 - 208 A Palm Ave, Fire Station (03/19/16 - 04/15/16)	58.95
		000056022 041516	04/15/2016	000056 022 - Ctr Median & Row Del Monte (03/19/16 - 04/15/16)	34.00
		000056020 041516	04/15/2016	000056 020 304 Hillcrest Ave, Teen Center (03/19/16 - 04/15/16)	90.91
		000056001 041516	04/15/2016	000056 001 - 209-13 Cypress (03/19/16 - 04/15/16)	93.81
		000056024 041516	04/15/2016	000056 024 - Ctr Median Del Monte/Palm (03/19/16 - 04/15/16)	84.03
		000056019 041516	04/15/2016	000056 019 - 213 Hillcrest Ave, Comm Ctr (03/19/16 - 04/15/16)	764.91
		000056018 041516	04/15/2016	000056 018 - 208 Palm Ave, Fire Station (03/19/16 - 04/15/16)	126.45
		000056007 042216	04/22/2016	000056 007 California Ave Landscape (03/26/16 - 04/22/16)	81.41
		000056025 042216	04/22/2016	000056 025 - 327 Reindollar, LA Sports Comp (03/26/16 - 04/22/16)	45.74
		000056005 042216	04/22/2016	000056 005 - Calif and Patton (03/26/16 - 04/22/16)	81.41
		000056026 042216	04/22/2016	000056 026 - ROW Barrett Lane (03/26/16 - 04/22/16)	21.07
Check	05/06/2016	78644 Accounts Payable	Microsoft		1,733.50
		Invoice	Date	Description	Amount
		E070023XB8	04/11/2016	Microsoft Office 365 - Citywide - April 2016	910.00
		E070023XA9	04/11/2016	Microsoft Office 365 - Citywide April 2016	810.00
		E070023Y1A	04/11/2016	Microsoft Office 365 - Citywide April 2016	13.50
Check	05/06/2016	78645 Accounts Payable	Monterey Auto Supply		13.25
		Invoice	Date	Description	Amount
		416206	04/22/2016	Veh - Maint Parts & Supply	13.25
Check	05/06/2016	78646 Accounts Payable	Monterey Bay Urgent Care		148.00
		Invoice	Date	Description	Amount
		161788	02/19/2016	Monterey Bay Urgent Care	21.00
		166385	02/19/2016	Monterey Bay Urgent Care	81.00
		168053	10/30/2015	Monterey Bay Urgent Care	46.00
Check	05/06/2016	78647 Accounts Payable	Monterey County Convention & Visitors Bureau		41,247.68
		Invoice	Date	Description	Amount
		Nov 2015	03/21/2016	Nov 2015 TID	10,761.32
		Dec 2015	03/21/2016	Dec 2015 TID	9,758.57
		Jan 2016	03/21/2016	Jan 2016 TID	9,314.08

AP Check Register 05-06-16

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Feb 2016		03/21/2016	Feb 2016 TID	11,413.71
Check	05/06/2016	78648 Accounts Payable	Monterey County Sheriff's Department		18,801.39
	Invoice		Date	Description	Amount
		533	04/12/2016	CJIS 1/2016 - 3/2016 QE 3/31/15	18,801.39
Check	05/06/2016	78649 Accounts Payable	Monterey Peninsula Engineering		33,993.17
	Invoice		Date	Description	Amount
		03-36	03/28/2016	Marina Promitory (AMCAL)	33,993.17
Check	05/06/2016	78650 Accounts Payable	Monterey Regional Waste Management District		15.00
	Invoice		Date	Description	Amount
		1411786	01/08/2016	Dump Fees-12 mixed waste 1/8/16	15.00
Check	05/06/2016	78651 Accounts Payable	MRWPCA		274.70
	Invoice		Date	Description	Amount
		13-000148_030116	03/31/2016	Sewer Service, B520	20.80
		13-000149_030116	03/31/2016	Sewer Service, B521	15.30
		13-000153_030116	03/31/2016	Sewer Service, B529	15.30
		13-000335_030116	03/31/2016	Sewer Service, B533	83.20
		13-000158_030116	03/31/2016	Sewer Service, B535	20.80
		13-000161_030116	03/31/2016	Sewer Service, B524	98.50
		13-000145_030116	03/31/2016	Sewer Service, B514	20.80
Check	05/06/2016	78652 Accounts Payable	Office Depot		814.54
	Invoice		Date	Description	Amount
		832295659001	04/01/2016	Office Supplies for Airport	193.99
		832295660001	04/04/2016	Office Supplies for Airport	186.77
		832295661001	04/01/2016	Office Supplies for Airport	433.78
Check	05/06/2016	78653 Accounts Payable	Office Depot		37.93
	Invoice		Date	Description	Amount
		833995264001	04/15/2016	Office Supplies Records 4/15/16	37.93
Check	05/06/2016	78654 Accounts Payable	Pacific Gas & Electric		339.44
	Invoice		Date	Description	Amount

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AP Check Register 05-06-16

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	809-3.APR16		04/08/2016	Gas & Electric Service, B510	339.44
Check	05/06/2016	78655 Accounts Payable	Pacific Truck Parts		72.15
	Invoice		Date	Description	Amount
	1737116		04/25/2016	Veh - Maint & Repair	72.15
Check	05/06/2016	78656 Accounts Payable	Peninsula Chevrolet Cadillac		111.15
	Invoice		Date	Description	Amount
	11971CVR		04/26/2016	Veh - Maint & Repair	111.15
Check	05/06/2016	78657 Accounts Payable	Peninsula Messenger LLC		280.00
	Invoice		Date	Description	Amount
	12441		02/29/2016	Messenger Service 2/29/16	280.00
Check	05/06/2016	78658 Accounts Payable	Pinnacle Healthcare		1,212.00
	Invoice		Date	Description	Amount
	4505841-30		04/01/2016	Pinnacle Healthcare - Pre Emp Px	150.00
	4504221-30		04/01/2016	Pinnacle Healthcare - Pre Emp Px	304.00
	4502971-30		03/31/2016	Pinnacle Healthcare - Pre Emp Px	160.00
	4520501-30		04/08/2016	Pinnacle Healthcare - Pre Emp Px	380.00
	4550871-30		04/08/2016	Pinnacle Healthcare - Pre Emp Px	218.00
Check	05/06/2016	78659 Accounts Payable	Quill Corporation		360.44
	Invoice		Date	Description	Amount
	5084781		04/18/2016	Office Supplies-Records 4/18/16	20.52
	5039975		04/14/2016	Office Supplies - Records 4/14/16	339.92
Check	05/06/2016	78660 Accounts Payable	Richard B. Standridge		3,600.00
	Invoice		Date	Description	Amount
	16-09		04/29/2016	Services 04-19/04-28-16	3,600.00
Check	05/06/2016	78661 Accounts Payable	Rincon Consultants, Inc.		2,833.90
	Invoice		Date	Description	Amount
	26039		03/31/2016	Professional Services Marina Beach Townhomes	2,833.90
Check	05/06/2016	78662 Accounts Payable	Robert R. Wellington		184.00
	Invoice		Date	Description	Amount

LIVE Marina, CA *LIVE*

AP Check Register 05-06-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 05/06/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		23429	03/28/2016	Airport Legal Service_City Attorney	184.00
Check	05/06/2016	78663 Accounts Payable	Scudder Roofing Company		710.82
		Invoice	Date	Description	Amount
		R26108-001	04/12/2016	Repair of Roof Leak, B507	710.82
Check	05/06/2016	78664 Accounts Payable	Siemens Industry, Inc.		230.00
		Invoice	Date	Description	Amount
		5610014565	04/26/2016	Traffic Signal Maint @ Reservation/Imjin Pkwy	230.00
Check	05/06/2016	78665 Accounts Payable	Sierra Springs & Alhambra		64.10
		Invoice	Date	Description	Amount
		7266038-042216	04/22/2016	Water Cooler Rental and Replacement Water - City Hall	64.10
Check	05/06/2016	78666 Accounts Payable	Silke Communications		219.65
		Invoice	Date	Description	Amount
		49621	04/27/2016	Radio repair - Speaker/Mic	219.65
Check	05/06/2016	78667 Accounts Payable	Tartaglia Engineering		71,358.83
		Invoice	Date	Description	Amount
		01AFRP	03/29/2016	Airport Perimeter Fence Replacement Proj.	71,358.83
Check	05/06/2016	78668 Accounts Payable	Techno Lock Keys Trading LLC		16.00
		Invoice	Date	Description	Amount
		6495	03/03/2016	Copies of Keys	16.00
Check	05/06/2016	78669 Accounts Payable	Toshiba Financial Services		538.41
		Invoice	Date	Description	Amount
		301306320	03/25/2016	Copier Maintenance Contract 3/25/16	538.41
Check	05/06/2016	78670 Accounts Payable	Tyler Technologies, Inc.		22,715.00
		Invoice	Date	Description	Amount
		047402	02/15/2016	Tyler Tech - Srvc (3/1/16 to 2/28/17) Maintenance	22,715.00
Check	05/06/2016	78671 Accounts Payable	Rabobank Visa Cardmember Service		77.84
		Invoice	Date	Description	Amount
		04-27-16	04/27/2016	Visa Charges for Chief D. McCoun - 03/26/16 to 04/27/16	77.84

AP Check Register 05-06-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 05/06/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/06/2016	78672 Accounts Payable	Rabobank Visa Card Cardmember Service		6,014.56
	Invoice		Date	Description	Amount
	04-27-16		04/27/2016	Fire Dept Visa Purchases - 03/26/16 to 04/27/16	6,014.56
Check	05/06/2016	78673 Accounts Payable	Westamerica Bank		18,894.15
	Invoice		Date	Description	Amount
	04-07-16		04/07/2016	NGEN Radio Equipment Lease 4/7/16	18,894.15
024 Accounts Payable ZBA Totals:			Transactions: 43		\$290,904.78
Checks:		43	\$290,904.78		

LIVE Marina, CA *LIVE*

AP Check Register 05-13-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 05/13/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 024 - Accounts Payable ZBA					
Check	05/13/2016	78674 Accounts Payable	Ace Hardware		111.24
	Invoice	Date	Description		Amount
	058516	04/29/2016	Maint & Repair		24.96
	058554	05/03/2016	Maint & Repair		16.28
	058546	05/02/2016	Maint & Repair		20.61
	058568	05/04/2016	Play Ground Project - Comm Ctr		47.77
	058569	05/04/2016	Maint & Repair		0.64
	058508	04/28/2016	Material & Repair		0.98
Check	05/13/2016	78675 Accounts Payable	American Floors		521.40
	Invoice	Date	Description		Amount
	14083	04/21/2016	6" Rubber Base		521.40
Check	05/13/2016	78676 Accounts Payable	American Supply Co.		606.13
	Invoice	Date	Description		Amount
	2723775	05/02/2016	Bldg Maint & Repair		606.13
Check	05/13/2016	78677 Accounts Payable	Aramark Uniform Service		157.20
	Invoice	Date	Description		Amount
	757353249	05/02/2016	Uniform Service - Public Works Crew		40.52
	757353251	05/02/2016	Uniform Service - Public Works Crew		38.30
	757353248	05/02/2016	Uniform Service - Public Works Crew		42.23
	757353250	05/02/2016	Uniform Service - Public Works Crew		36.15
Check	05/13/2016	78678 Accounts Payable	AT & T		788.50
	Invoice	Date	Description		Amount
	000007948228	04/13/2016	Radio Repeater 4/13/16		165.95
	000007954370	04/15/2016	Phone Service-South Field Office - 4/15/16		36.90
	000007992469	04/27/2016	CALNET3-9391023475 (582-9032)		19.25
	000007996780	04/28/2016	CALNET3-9391023441 (384-0888)		55.14
	000007992470	04/27/2016	CALNET3-9391023476 (582-9611)		19.25
	000007992471	04/27/2016	CALNET3-9391023477 (582-9803)		19.17
	000007992465	04/27/2016	CALNET3-9391023471 (582-0100)		41.08
	000007996795	04/28/2016	CALNET3-9391023456 (384-4718)		19.25

LIVE Marina, CA *LIVE*

AP Check Register 05-13-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 05/13/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		000007996804	04/28/2016	CALNET3-9391023463 (384-7854)	19.25
		000007996778	04/28/2016	CALNET3-9391023439 (384-0552)	19.25
		000007996787	04/28/2016	CALNET3-9391023448 (384-2934)	19.17
		000007996796	04/28/2016	CALNET3-9391023457 (384-5140)	17.37
		000007996779	04/28/2016	CALNET3-9391023440 (384-0860)	19.28
		000007996788	04/28/2016	CALNET3-9391023449 (384-2967)	21.24
		000007996807	04/28/2016	CALNET3-9391023466 (384-8477)	36.65
		000007996781	04/28/2016	CALNET3-9391023442 (384-1702)	19.17
		000007996808	04/28/2016	CALNET3-9391023467 (384-8760)	17.37
		000007996782	04/28/2016	CALNET3-9391023443 (384-2081)	36.47
		000007996809	04/28/2016	CALNET3-9391023468 (384-9148)	19.28
		000007996783	04/28/2016	CALNET3-9391023444 (384-2083)	36.47
		000007996810	04/28/2016	CALNET3-9391023469 (384-9337)	19.25
		000007996802	04/28/2016	CALNET3-9391023461 (384-7238)	19.25
		000007996811	04/28/2016	CALNET3--9391023470 (384-9682)	17.37
		000007996776	04/28/2016	CALNET3-9391023437 (384-0425)	17.37
		000007996803	04/28/2016	CALNET3-9391023462 (384-7547)	21.68
		000007996791	04/28/2016	CALNET3-9391023452 (384-3717)	17.37
		000007992467	04/27/2016	CALNET3-9391023473 (582-2398)	19.17
		000007996799	04/28/2016	CALNET3-9391023460 (384-6009)	0.08
Check	05/13/2016	78679 Accounts Payable	Big Creek Lumber		1,504.48
	Invoice		Date	Description	Amount
		2760495	04/15/2016	Bldg Material & Supply	257.22
		2760450	04/15/2016	Bldg Maint & Repair	1,247.26
Check	05/13/2016	78680 Accounts Payable	Branch's Janitorial		1,960.00
	Invoice		Date	Description	Amount
		225731	04/24/2016	Janitorial Service April 2016	1,960.00
Check	05/13/2016	78681 Accounts Payable	BSN Sports Inc.		178.12
	Invoice		Date	Description	Amount
		97853133	04/25/2016	Mac Super Goal with Chain Link Net	178.12
Check	05/13/2016	78682 Accounts Payable	Burton's Fire, Inc.		474.43
	Invoice		Date	Description	Amount

LIVE Marina, CA *LIVE*

AP Check Register 05-13-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 05/13/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		S32048	04/28/2016	Speed Senor - Foam unit in Engine #5411	474.43
Check	05/13/2016	78683 Accounts Payable	Chevron		418.70
		Invoice	Date	Description	Amount
		47218385	04/22/2016	Gas Services 4/22/16	418.70
Check	05/13/2016	78684 Accounts Payable	Cintas Corporation		58.04
		Invoice	Date	Description	Amount
		630111455	05/02/2016	Mat Service-Police/Fire 5/2/16	58.04
Check	05/13/2016	78685 Accounts Payable	Comcast		64.26
		Invoice	Date	Description	Amount
		04-26-16	04/26/2016	Cable Service 5/4 thru 6/3/16 04-26-16	64.26
Check	05/13/2016	78686 Accounts Payable	Consolidated Electrical Distributors, Inc.		75.47
		Invoice	Date	Description	Amount
		4914-547848	04/25/2016	Cable Ties	75.47
Check	05/13/2016	78687 Accounts Payable	CSG Consultants		30,862.50
		Invoice	Date	Description	Amount
		6743	04/15/2016	Imjin Microsurfacing R46C (02/27/16 - 03/25/16)	805.00
		6655	04/15/2016	Reservation Rd- Seacrest to De Forest R74B (mm/dd/yy - mm/dd/yy)	170.00
		6740	04/15/2016	R55 Improv Beach Rd & Reservation (02/27/16 - 03/25/16)	210.00
		6741	04/15/2016	CSG - R29 Del Monte Improv (#714) (02/27/16 - 03/25/16)	880.00
		6790	04/15/2016	traffic analysis	945.00
		6745	04/15/2016	Del Monte/Beach Signalization (02/27/16 - 03/25/16)	3,452.50
		6747	04/15/2016	FAE- B1 Imjin Office Park (02/27/16 - 03/25/16)	3,920.00
		6756	04/15/2016	FAE-A1 AMCAL (02/27/16 - 03/25/16)	7,070.00
		6755	04/15/2016	FAE S1 - 9th St. Improvement (02/27/16 - 03/25/16)	3,335.00
		6701	04/15/2016	Code Enforcement (02/27/16 - 03/25/16)	3,840.00
		6748	04/15/2016	FAE - V1 - VA Clinic (02/27/16 - 03/25/16)	3,630.00
		6739	04/15/2016	Cypress Cove LMD Eng Svc (02/27/16 - 03/25/16)	820.00
		6749	04/15/2016	FAE Eng Svc -DU3 - 1C Phase 3 (02/27/16 - 03/25/16)	1,785.00
Check	05/13/2016	78688 Accounts Payable	Dave's Repair Service		80.00
		Invoice	Date	Description	Amount

LIVE Marina, CA *LIVE*

AP Check Register 05-13-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 05/13/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		23632	04/25/2016	Monthly Site Inspections	80.00
Check	05/13/2016	78689 Accounts Payable	Edwards Truck Center		1,069.25
	Invoice		Date	Description	Amount
		62786	04/27/2016	Veh - Maint & Repair	1,069.25
Check	05/13/2016	78690 Accounts Payable	Gavilan Pest Control		250.00
	Invoice		Date	Description	Amount
		0098482	04/25/2016	Preston Park Sports Field - Pest Control Svc	175.00
		0098415	04/25/2016	Pest Control Svc @ Shoemaker & Locke Paddon Pond	75.00
Check	05/13/2016	78691 Accounts Payable	Government Financial Solutions		2,093.75
	Invoice		Date	Description	Amount
		37	05/06/2016	Financial Sys HR/PR Prof Svc (Feb-Apr 2016)	2,093.75
Check	05/13/2016	78692 Accounts Payable	Intapol Industries		268.97
	Invoice		Date	Description	Amount
		00220593	05/04/2016	Motor breeches Bachtel	268.97
Check	05/13/2016	78693 Accounts Payable	Interstate Battery		121.61
	Invoice		Date	Description	Amount
		110054853	05/06/2016	Battery	121.61
Check	05/13/2016	78694 Accounts Payable	Kelly-Moore Paint Co.,Inc		104.86
	Invoice		Date	Description	Amount
		802-00000529399	04/28/2016	Paint Supply & Sealer	104.86
Check	05/13/2016	78695 Accounts Payable	Lexis Nexis Risk Solutions		50.00
	Invoice		Date	Description	Amount
		20160430	04/30/2016	Data Retrieval Service 4/1-4/30/16 4/30/16	50.00
Check	05/13/2016	78696 Accounts Payable	Marina Coast Water District		1,697.55
	Invoice		Date	Description	Amount
		014874000 042916	04/29/2016	014874 000 - 289 12th St. Police Sub Sta (04/01/16 - 004/29/16)	113.42
		000056045 042916	04/29/2016	000056 045 - 3100 Preston Park Irrig (04/01/16 - 004/29/16)	921.24
		000056046 042916	04/29/2016	000056 046 - 3100 Preston Park Bldg (04/01/16 - 004/29/16)	117.33
		000056036 042916	04/29/2016	000056 036 - Center Median 2nd Ave (04/01/16 - 004/29/16)	124.20

LIVE Marina, CA *LIVE*

AP Check Register 05-13-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 05/13/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		000056037 042916	04/29/2016	000056 037 - 2nd Avenue Irrigation (04/01/16 - 004/29/16)	124.20
		000056042 042916	04/29/2016	000056 042 - 3040 Lake Dr, Animal Shelter (04/01/16 - 004/29/16)	97.13
		000056040 042916	04/29/2016	000056 040 - Center Median Hilo Ave (04/01/16 - 004/29/16)	36.79
		000056061 042916	04/29/2016	000056 061 - Seaside and Reservation (04/01/16 - 004/29/16)	71.27
		000056006 042916	04/29/2016	000056 006 188 Seaside Cir (04/01/16 - 004/29/16)	34.00
		000056028 042916	04/29/2016	000056 028 - ROW Calif Ave and Jerry (04/01/16 - 004/29/16)	57.97
Check	05/13/2016	78697 Accounts Payable	Maynard Group Inc.		919.88
	Invoice		Date	Description	Amount
		P227147	05/01/2016	City Wide Maintenance Service 5/1/16	919.88
Check	05/13/2016	78698 Accounts Payable	Mbay IT		14,558.88
	Invoice		Date	Description	Amount
		1262	04/26/2016	IT Support Services - April 2016	14,558.88
Check	05/13/2016	78699 Accounts Payable	Monterey Auto Supply		539.98
	Invoice		Date	Description	Amount
		417368	04/29/2016	Veh - Maint Parts & Supply	81.24
		417071	04/27/2016	Veh - Maint Parts & Supply	62.56
		418160	05/03/2016	Veh - Maint Parts & Supply	11.47
		418129	05/03/2016	Veh - Maint Parts & Supply	35.62
		418202	05/04/2016	Veh - Maint Parts & Supply	136.44
		418205	05/04/2016	Veh - Maint Parts & Supply	22.24
		418158	05/03/2016	Veh - Maint Parts & Supply	146.81
		417505	04/29/2016	Veh - Maint Parts & Supply	31.64
		418435	05/05/2016	Veh - Maint Parts & Supply	11.96
Check	05/13/2016	78700 Accounts Payable	Monterey Bay Technologies		1,820.00
	Invoice		Date	Description	Amount
		165040	04/30/2016	IT Infrastructure Stablization	1,820.00
Check	05/13/2016	78701 Accounts Payable	Seth Morten		336.00
	Invoice		Date	Description	Amount
		06-01-16	05/09/2016	Per Diem & Travel	336.00
Check	05/13/2016	78702 Accounts Payable	Office Depot		618.39
	Invoice		Date	Description	Amount

LIVE Marina, CA *LIVE*

AP Check Register 05-13-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 05/13/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		834059766001	04/15/2016	Office Supplies 4/15/16	618.39
Check	05/13/2016	78703 Accounts Payable	Pacific Gas & Electric		5,408.89
		Invoice	Date	Description	Amount
		313-6.APR16	04/27/2016	PG&E 6793435313-6	5,408.89
Check	05/13/2016	78704 Accounts Payable	Pacific Truck Parts		23.11
		Invoice	Date	Description	Amount
		1737222	04/27/2016	Veh - Maint & Repair	23.11
Check	05/13/2016	78705 Accounts Payable	Peninsula Chevrolet Cadillac		612.63
		Invoice	Date	Description	Amount
		CVCS1102	04/29/2016	Veh - Maint & Repair	612.63
Check	05/13/2016	78706 Accounts Payable	Peninsula Messenger LLC		120.00
		Invoice	Date	Description	Amount
		12734	04/30/2016	Daily Deposit pick-up	120.00
Check	05/13/2016	78707 Accounts Payable	Pure H2O		108.60
		Invoice	Date	Description	Amount
		4769	05/01/2016	Water Cooler Service-Police/Fire 5/1/16	108.60
Check	05/13/2016	78708 Accounts Payable	Quest Diagnostics		24.50
		Invoice	Date	Description	Amount
		9165007113	04/26/2016	Drug Screen	24.50
Check	05/13/2016	78709 Accounts Payable	Quill Corporation		126.48
		Invoice	Date	Description	Amount
		5191593	04/20/2016	Office Supplies - Records 4/20/16	27.79
		5135095	04/19/2016	Office Supplies - Records 4/19/16	38.21
		5193287	04/20/2016	Office Supplies - Records 4/20/16	60.48
Check	05/13/2016	78710 Accounts Payable	Edmundo Rodriguez		98.00
		Invoice	Date	Description	Amount
		06-01-16	04/28/2016	Per Diem	98.00
Check	05/13/2016	78711 Accounts Payable	Ryan Ranch Printers		48.88

LIVE Marina, CA *LIVE*

AP Check Register 05-13-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 05/13/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	17851		04/26/2016	Buisness Cards - Deputy City Clerk	48.88
Check	05/13/2016	78712 Accounts Payable	S.B.R.P.S.T.C.		470.00
	Invoice		Date	Description	Amount
	216417		04/12/2016	Registration-Basic Traffic Collision (2) 4/11-4/15/16	470.00
Check	05/13/2016	78713 Accounts Payable	Salinas Valley Ford		65.01
	Invoice		Date	Description	Amount
	91924FOW		05/02/2016	Veh - Maint & Repair	65.01
Check	05/13/2016	78714 Accounts Payable	Santa Clara County Sheriff's Office		600.63
	Invoice		Date	Description	Amount
	1800050342		12/15/2015	Coplink South Bay Info Sharing System 12/15/16	600.63
Check	05/13/2016	78715 Accounts Payable	Symbol Arts		300.00
	Invoice		Date	Description	Amount
	0240606-IN		08/24/2015	Officer of the Year Badges 2014/2015 8/24/15	300.00
Check	05/13/2016	78716 Accounts Payable	Toshiba Financial Services		910.19
	Invoice		Date	Description	Amount
	303614309		04/28/2016	Copier Maintenance-Patrol 4/28/16	455.50
	303196778		04/22/2016	Copier Maintenance-Records 4/22/16	454.69
Check	05/13/2016	78717 Accounts Payable	Tri County Fire Protection		126.95
	Invoice		Date	Description	Amount
	96210		05/04/2016	Fire Sprinkler Inspection	126.95
Check	05/13/2016	78718 Accounts Payable	Tyler Technologies, Inc.		30,744.80
	Invoice		Date	Description	Amount
	048256		02/29/2016	Tyler Technologies - Services (HR Base Suite)	25,500.00
	049487		04/21/2016	Tyler Technologies - Service(Schulte 4/3/16)	560.00
	049486		04/21/2016	Tyler Technologies - Service(Schulte 4-4-16)	4,620.00
	049521		04/21/2016	Tyler Technologies - Travel (Doinidis 4/14/16)	64.80
Check	05/13/2016	78719 Accounts Payable	Unisource		748.65
	Invoice		Date	Description	Amount

LIVE Marina, CA *LIVE*

AP Check Register 05-13-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 05/13/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		631-31786798	04/19/2016	20 case of Paper	748.65
Check	05/13/2016	78720 Accounts Payable	Universal Staffing		268.00
	Invoice		Date	Description	Amount
		101163	05/03/2016	Staffing - Michaela Carney PPE 04-30-16	268.00
Check	05/13/2016	78721 Accounts Payable	Valley Saw & Garden Equipment		10.91
	Invoice		Date	Description	Amount
		98565	05/03/2016	Veh - Maint & Repair	10.91
Check	05/13/2016	78722 Accounts Payable	Verizon Wireless		1,161.22
	Invoice		Date	Description	Amount
		9763996656	04/18/2016	CDD Cell Phones	802.66
		9764393123	04/25/2016	Mobile Phone Charges - March 26 - April 25, 2016	358.56
Check	05/13/2016	78723 Accounts Payable	Veronica Tam & Associates		5,440.00
	Invoice		Date	Description	Amount
		2146	04/11/2016	Housing Element Professional Services	5,440.00
Check	05/13/2016	78724 Accounts Payable	Rabobank Visa Card Cardmember Service		343.49
	Invoice		Date	Description	Amount
		04-27-16	04/27/2016	VISA - April 2016	343.49
Check	05/13/2016	78725 Accounts Payable	Rabobank Visa Card Cardmember Service		140.73
	Invoice		Date	Description	Amount
		04-27-16	04/27/2016	Visa - Filice 4/27/16	140.73
Check	05/13/2016	78726 Accounts Payable	Rabobank Visa Card Cardmember Service		40.00
	Invoice		Date	Description	Amount
		04-27-16	04/27/2016	Visa Charges 03-26-16 to 04-27-16	40.00
Check	05/13/2016	78727 Accounts Payable	Rabobank Visa Card Cardmember Service		761.34
	Invoice		Date	Description	Amount
		04-27-16	04/27/2016	Visa - Nolan 4/27/16	761.34
Check	05/13/2016	78728 Accounts Payable	Rabobank Visa Card Cardmember Service		3,012.80
	Invoice		Date	Description	Amount

LIVE Marina, CA *LIVE*

AP Check Register 05-13-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 05/13/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	04-27-16		04/27/2016	Visa-Police 4/27/16	3,012.80
Check	05/13/2016	78729 Accounts Payable	Rabobank Visa Card Cardmember Service		904.98
	Invoice		Date	Description	Amount
	04-27-16		04/27/2016	Visa - Comm Dev Dept (Stmt 04-27-16)	904.98
Check	05/13/2016	78730 Accounts Payable	Wasson's Cleaning		2,005.00
	Invoice		Date	Description	Amount
	152234		05/09/2016	Bldg Maint & Repiar - Furnace cleanup	2,005.00
Check	05/13/2016	78731 Accounts Payable	Wells Fargo Bank		2,500.00
	Invoice		Date	Description	Amount
	1306042		04/11/2016	Trustee Fee Apr 2016 - Apr 2017	2,500.00
Check	05/13/2016	78732 Accounts Payable	Zoom Imaging Solutions		341.00
	Invoice		Date	Description	Amount
	1627772		04/25/2016	Copier Contract-Patrol/Meter Read 4/25/16	145.18
	1629047		04/27/2016	Copier Contract-Records/Meter Read 4/27/16	137.87
	1627771		04/25/2016	Copier Contract-Records/Meter Read 4/25/16	57.95
Check	05/13/2016	78733 Accounts Payable	AFLAC - Attn.:Remittance Process		2,593.71
	Invoice		Date	Description	Amount
	05-06-2016		05/06/2016	71 - AFLAC Cancer Post-Tax*	2,593.71
Check	05/13/2016	78734 Accounts Payable	Discovery Benefits, Inc.		344.62
	Invoice		Date	Description	Amount
	05-06-2016		05/06/2016	93 - Dependent Care FSA*	344.62
Check	05/13/2016	78735 Accounts Payable	Franchise Tax Board - State of CA		100.00
	Invoice		Date	Description	Amount
	05-06-2016		05/06/2016	551 - Garnishment (FTB) \$	100.00
Check	05/13/2016	78736 Accounts Payable	ICMA Retirement Trust		7,116.91
	Invoice		Date	Description	Amount
	05-06-2016		05/06/2016	12 - ICMA 457 %*	7,116.91
Check	05/13/2016	78737 Accounts Payable	Marina Employees Association		145.00

LIVE Marina, CA *LIVE*

AP Check Register 05-13-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 05/13/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	05-06-2016		05/06/2016	24 - MEA Dues	145.00
Check	05/13/2016	78738 Accounts Payable	Marina Police Association-MPOA		250.00
	Invoice		Date	Description	Amount
	05-06-2016		05/06/2016	23 - MPOA Dues	250.00
Check	05/13/2016	78739 Accounts Payable	Marina Professional Fire Fighters Association		200.00
	Invoice		Date	Description	Amount
	05-06-2016		05/06/2016	35 - MPFFA Dues	200.00
Check	05/13/2016	78740 Accounts Payable	Marina Public Safety Management Association		100.00
	Invoice		Date	Description	Amount
	05-06-2016		05/06/2016	19 - MPSMA Dues	100.00
Check	05/13/2016	78741 Accounts Payable	Nationwide Retirement		1,662.41
	Invoice		Date	Description	Amount
	05-06-2016		05/06/2016	10 - Nationwide 457 %*	1,662.41
Check	05/13/2016	78742 Accounts Payable	Police Officers Association - POA		1,350.00
	Invoice		Date	Description	Amount
	05-06-2016		05/06/2016	25 - POA Dues	1,350.00
Check	05/13/2016	78743 Accounts Payable	Pre-Paid Legal Services		26.90
	Invoice		Date	Description	Amount
	05-06-2016		05/06/2016	14 - Prepaid Legal \$	26.90
Check	05/13/2016	78744 Accounts Payable	Premier Access Insurance - Dept. 34114		259.00
	Invoice		Date	Description	Amount
	05-01-2016		05/01/2016	Prem Access Adm Fee (05/2016)	259.00
Check	05/13/2016	78745 Accounts Payable	Premier Access Insurance		5,724.01
	Invoice		Date	Description	Amount
	04-01-2016		04/01/2016	101 - Dental EE+1*	5,468.39
	04-01-2016		04/01/2016	Dental Claim Adjustment (04-2016)	255.62

AP Check Register 05-13-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 05/13/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/13/2016	78746 Accounts Payable	Standard Insurance Company		1,271.00
	Invoice		Description		Amount
	05-01-2016	05/01/2016	92 - Additional/Supplemental Life Ins*		1,260.85
	05-01-2016.	05/01/2016	Standard Life Insurance		10.15
024 Accounts Payable ZBA Totals:			Transactions: 73		\$140,919.94
	Checks:	73	\$140,919.94		



DRAFT

Agenda Item **8b(1)**
City Council Meeting of
May 27, 2016

MINUTES

Tuesday, May 3, 2016

5:30 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 AND SUCCESSOR AGENCY OF THE
FORMER MARINA REDEVELOPMENT AGENCY**

Council Chambers
211 Hillcrest Avenue
Marina, California

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

MEMBERS PRESENT: Nancy Amadeo, David W. Brown, Gail Morton, Mayor Pro-Tem/Vice Chair Frank O'Connell, Mayor/Chair Bruce C. Delgado
3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency Members) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*
 - a. Labor Negotiations
 - i. Marina Employee Association
 - ii. Marina Management Employees Association
 - iii. Marina Public Safety Officers Association
 - iv. Marina Public Safety Manager's Association
 - v. Marina Professional Firefighters Association
 - vi. Department Directors
 - a. Community Development Director
 - b. Finance Director
 - c. Fire Chief
 - d. Police Chief
 - e. Recreation & Cultural Services Director

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

b. Performance Evaluation, Unrepresented Employee—City Manager

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

Closed Session was cancelled.

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

5. SPECIAL PRESENTATIONS:

a. Proclamations

i. Poppy Month

ii. Public Service Recognition Week – May 1-7, 2016

b. Certificate of Recognition

i. Rebecca Tyson, Middle Grades Principal of the Year

c. Recreation Announcements

d. CSUMB Locke Paddon Water Quality Project Presentation

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.*

- Mike Owen, resident – Announce Special Tree Committee meeting Wednesday, May 4, 2016 to discuss the removal of 288 trees for PG&E Gas Pipeline project.
- Rebecca Tyson, Los Arboles Middle School – Provided Council and Public updates on school activities for April, May and June.
- Wendy Askew, MPUSD Representative – Announced Free Preschool through MPUSD; MPUSD Community Open House at all MPUSD schools.
- Michelle Saunders – Commented that all charges against her son have been dropped; supports medical marijuana and encourages marina to give it a try
- Kevin Saunders – Spoke about court charges being dropped and possible civil actions against all who acted in his arrest; announced his intention to run for mayor seat in November election; supports medical marijuana.
- Mayor Pro-Tem O'Connell – Town Hall meeting Thursday, May 5, 2016 at 6:30 at the Marina Library Community Room. Discussion topic is on the Fort Ord Reuse Authority (FORA) Transition.
- Mayor Delgado – Wednesday, May 4th is Teacher Appreciation at the American Legion from 3:00-6:00 PM; Wednesday, May 4th is the Police Memorial Event at St. Jude's Church at 6:00PM; Saturday, May 7th from 10:00am-1:00pm is the volunteer planting event at the Fort Ord National Monument.

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 78510-786301, totaling \$189,719.09
Wire Transfers for March 2016 Checking and Payroll totaling \$469,162.00
 - b. MINUTES:
 - (1) March 15, 2016, Regular City Council Meeting
 - (2) April 19, 2016, Regular City Council Meeting
 - c. CLAIMS AGAINST THE CITY: None
 - d. AWARD OF BID: None
 - e. CALL FOR BIDS:
 - (1) City Council consider adopting **Resolution No. 2016-56**, approving advertising and call for bids for the Del Monte Blvd. and Beach Rd. Improvement Project.
 - (2) City Council consider adopting **Resolution No. 2016-57**, approving advertising and call for bids for the Interchange Improvements Project State Highway 1 Northbound & Southbound at Imjin Parkway.
 - f. ADOPTION OF RESOLUTIONS:
 - (1) City Council consider adopting **Resolution No. 2016-58**, fixing and levying a special tax for principal and interest payments and administrative costs on the 2015 General Obligation Refunding Bonds for fiscal year 2016-17; and consider adopting **Resolution No. 2016-59**, certifying compliance with State Law (Proposition 218) with respect to special taxes for the 2015 General Obligation Refunding Bonds Levy for Fiscal Year 2016-17.
 - (2) City Council consider adopting **Resolution No. 2016-60**, declaring growing weeds, rubbish and/or refuse accumulations upon certain specified private property parcels to be public nuisances; authorize notice to abate such nuisances; set public hearing date of Tuesday, June 21, 2016, to receive objections to abate such weeds, rubbish and/or refuse; set public hearing for Wednesday, July 6, 2016, to confirm any assessment of costs for weed abatement to be levied against any parcel not in compliance, and; direct filing of such levy with Monterey County Assessor’s Office.

g. APPROVAL OF AGREEMENTS:

- (1) City Council consider adopting **Resolution No. 2016-61**, authorizing the Mayor to execute a Maintenance Agreement from the Transportation Agency for Monterey County (TAMC) for a portion of TAMC Right of Way near Engineers Station 307+90 of the Monterey Branch Line Project in furtherance of the City of Marina’s Del Monte Blvd. and Beach Rd. Improvement Project, and; authorizing City Manager to Execute an Encroachment Permit on behalf of the City of Marina Subject to final review by the City Attorney. *Continued from April 19, 2016*
- (2) City Council consider adopting **Resolution No, 2016-62**, authorizing agreement between the City of Marina and TechRX for information technology professional services, authorizing the City Manager to execute agreement on behalf of the City subject to final review and approval by the City Attorney, and authorize the Finance Director to make the necessary accounting and budgetary entries.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE): None

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

Council Member Brown requested to pull agenda item 8b(2) to be voted on separately; question on agenda item 8e(2): What does Caltrans pay if anything?

Mayor Delgado pulled 8e(1) for comments only and asked when will completion be done?

Council Member Amadeo

Mayor Pro-Tem O’Connell Pulled agenda item 8g(2) to be voted on separately and questioned What is current provider being paid? How much for second provider?

MORTON/AMADEO: TO APPROVE CONSENT AGENDA MINUS 8b(2) AND 8g(2). 5-0-0-0 Motion Passes

Agenda Item: 8b(2)

DELGADO/MORTON: TO APPROVE THE MINUTES OF APRIL 19, 2016. 4-0-1(Brown)-0 Motion Passes

Agenda Item: 8g(2)

DELGADO/BROWN: TO APPROVE RESOLUTION 2016-62, AUTHORIZING AGREEMENT BETWEEN THE CITY OF MARINA AND TECHRX FOR INFORMATION TECHNOLOGY PROFESSIONAL SERVICES, AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES. 4-1(O’Connell)-0 Motion Passes

- 9. PUBLIC HEARINGS: None
- 10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.
- 11. OTHER ACTION ITEMS: Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.

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

- a. City Council consider adopting **Resolution No. 2016-63**, receiving informational presentation and setting public hearing for May 17, 2016, on proposed intention to amend Chapter 3.26 of the Marina Municipal Code regarding mitigation fees for new development within the City of Marina.

Presentation by Federik Venter of Kimley-Horn

Development Impact Fees (2016 Update)

Purpose = Update 2011 Fee; Update Land Use Development Projects; Update Capital Improvement Projects

Fee Programs = Public Buildings; Public Safety; Transportation (Roadways and Intersections); Parks

Development Entitlements = Entitlements between 2011 and 2016 - Land Use Assumptions, Residential, Commercial/retail, Office, Industrial

Capital Improvement Program = Updated Capital Improvement Program - Reduced by Grant Funding, Fee Program will fund total of \$171.3 M: Intersection Improvements - \$26.7 M; Roadway Improvements - \$79.2 M; Parks Facilities - \$39.9 M; Public Facilities - \$19.2 M; Public Safety Facilities - \$6.3 M; Future Entitled projects pay the Proposed Fees.

Grant Funding = Updated Grant Funding = Intersection Improvements, HSIP Grant - \$1.34 M, Del Monte Blvd & Beach Rd

Roadway Improvements = Federal Grant - \$1.6 M, Imjin Parkway - Reservation Road to Imjin Road

Development Impact Fees (2016 Update with New Land Uses)

Land Use	Public Buildings Fee		Public Safety Fee		Roadways Fee		Intersections Fee		Parks Fee		Total Fee ¹	
	Orig. Fee Indexed for 2015	Fee 2016 Update	Orig. Fee Indexed for 2015	Fee 2016 Update	Orig. Fee Indexed for 2015	Fee 2016 Update	Orig. Fee Indexed for 2015	Fee 2016 Update	Orig. Fee Indexed for 2015	Fee 2016 Update	Orig. Fee Indexed for 2015	Fee 2016 Update
Residential												
Single Family Dwelling Units	\$2,375	\$3,313	\$292	\$559	\$ 5,061	\$ 6,790	\$ 2,498	\$ 1,595	\$ 6,436	\$ 6,217	\$ 16,663	\$ 18,474
Senior Homes	\$1,583	\$2,208	\$194	\$373	\$ 1,962	\$ 2,625	\$ 968	\$ 616	\$ 4,291	\$ 4,145	\$ 8,998	\$ 9,967
Assisted Living - Senior	\$879	\$1,227	\$108	\$207	\$ 1,449	\$ 1,883	\$ 715	\$ 442	\$ 2,384	\$ 2,303	\$ 5,535	\$ 6,062
Multi-Family Dwellings	\$2,199	\$3,067	\$271	\$518	\$ 3,506	\$ 4,743	\$ 1,730	\$ 1,114	\$ 5,959	\$ 5,757	\$ 13,665	\$ 15,199
Mobile Home Park	^	\$3,067	^	\$518	^	\$ 3,559	^	\$ 836	^	\$ 5,757	^	\$ 13,737
Campground/RV Park	^	\$3,067	^	\$518	^	\$ 1,926	^	\$ 452	^	\$ 5,757	^	\$ 11,720
Non-residential												
Office/Research	\$704	\$169	\$180	\$345	\$ 5,823	\$ 7,867	\$ 2,873	\$ 1,848	\$ -	\$ -	\$ 9,580	\$ 10,228
Retail/Service	\$423	\$101	\$108	\$207	\$ 10,546	\$ 13,221	\$ 5,203	\$ 3,105	\$ -	\$ -	\$ 16,279	\$ 16,634
Industrial	\$235	\$34	\$60	\$69	\$ 3,686	\$ 4,971	\$ 1,819	\$ 1,167	\$ -	\$ -	\$ 5,800	\$ 6,241
Hotel	\$141	\$46	\$36	\$93	\$ 4,321	\$ 5,827	\$ 2,132	\$ 1,369	\$ -	\$ -	\$ 6,630	\$ 7,334
Church	^	\$34	^	\$69	^	\$ 6,497	^	\$ 1,526	\$ -	\$ -	^	\$ 8,126
Day Care Center	^	\$135	^	\$276	^	\$ 52,820	^	\$ 12,405	\$ -	\$ -	^	\$ 65,636
Animal Hospital/Veterinary Clinic	^	\$202	^	\$414	^	\$ 33,663	^	\$ 7,906	\$ -	\$ -	^	\$ 42,186
Medical/Dental Office Building	^	\$202	^	\$414	^	\$ 25,768	^	\$ 6,052	\$ -	\$ -	^	\$ 32,437
Casino/Video Lottery	^	\$202	^	\$414	^	\$ 95,783	^	\$ 22,496	\$ -	\$ -	^	\$ *
Casino	^	\$202	^	\$414	^	\$ 28,122	^	\$ 6,605	\$ -	\$ -	^	\$ *

Notes:

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

^Land uses added for the 2016 DIF Update. Not Applicable to 2015 fees.

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

Development Impact Fees – Comparison

Land Use	Orig. Fee Indexed for 2015	Fee 2016 Update
Residential		
Single Family Dwelling Units	\$ 16,663	\$ 18,474
Senior Homes	\$ 8,998	\$ 9,967
Assisted Living - Senior	\$ 5,535	\$ 6,062
Multi-Family Dwellings	\$ 13,665	\$ 15,199
Mobile Home Park	^	\$ 13,737
Campground/RV Park	^	\$ 11,720
Non-residential		
Office/Research	\$ 9,580	\$ 10,228
Retail/Service	\$ 16,279	\$ 16,634
Industrial	\$ 5,800	\$ 6,241
Hotel	\$ 6,630	\$ 7,334
Church	^	\$ 8,126
Day Care Center	^	\$ 65,636
Animal Hospital/Veterinary Clinic	^	\$ 42,186
Medical/Dental Office Building	^	\$ 32,437
Casino/Video Lottery	^	\$ *
Casino	^	\$ *

Notes:
 ^ Land uses added for the 2016 DIF Update. Not Applicable to 2015 fees.
 * Depends on gaming area and gross building space square footage. Must be calculated separately for Public Buildings, Public Safety, Parks, Roadways, and Intersections.

Development Impact Fees –Conclusions

Will ensure an acceptable standard of infrastructure operations; TAMC Regional Fee and FORA fees collected at building permit issuance; Updated every year for inflation; Updated if any substantial development project application is received or every 5 years; Improvements not included in the Fee will be borne by the developer; Fees are payable with issuance of each building permit for the project; Developers may be requested to fund improvements upfront and be reimbursed as fees are collected.

AMADEO/DELGADO: TO ADOPT Resolution No. 2016-63, receiving informational presentation and setting public hearing for May 17, 2016, on proposed intention to amend Chapter 3.26 of the Marina Municipal Code regarding mitigation fees for new development within the City of Marina 5-0-0-0 Motion Passes

Council Member Morton – Friendly amendment, that we direct staff to secure the information of what the fees would be excluding Cypress Knolls, using what we truly have to find the DDA that are enforceable contracts.

Council Member Amadeo accepted friendly amendment and second still holds

Amended Motion:

AMADEO/DELGADO: TO ADOPT RESOLUTION NO. 2016-63, RECEIVING INFORMATIONAL PRESENTATION AND SETTING PUBLIC HEARING FOR MAY 17, 2016, ON PROPOSED INTENTION TO AMEND CHAPTER 3.26 OF THE MARINA MUNICIPAL CODE REGARDING MITIGATION FEES FOR NEW DEVELOPMENT WITHIN THE CITY OF MARINA; AND THAT WE DIRECT STAFF TO SECURE THE INFORMATION OF WHAT THE FEES WOULD BE EXCLUDING CYPRESS KNOLLS, USING WHAT WE TRULY HAVE TO FIND THE DDA THAT ARE ENFORCEABLE CONTRACTS. 5-0-0-0 Motion Passes.

Public Comments: None received.

- b. City Council consider adopting **Resolution No. 2016-64**, receiving information regarding Utility Users Tax for the City of Marina and to provide staff with further direction. *Continued from April 19, 2016.*

Presentation by Layne Long

Council Meeting 4/19/2016 we discussed UUT History in Marina; UUT in California & Monterey County and Pavement Maintenance

This meeting we will focus on Measures E & F, Unmet needs, Options to address unmet needs

Measures E & F – Preserve funds for city general services (stabilize); Maintain firefighters & police officers (to prevent additional cuts); Maintain city streets & parks; Maintain youth & afterschool programs.

Unmet Needs – Reconstruction of failing streets & roads; On-going operations & maintenance for street & roads; Parks, median & open space water conservation mandates; City parks replacement & renovations; Playground equipment replacement; New park facilities – dog park, sports courts, veterans trail, city community park, recreation trails, water city roller hockey, city pool, community gardens; Pedestrian & bike path maintenance & infrastructure improvement.

Unmet Needs City Facilities – 2nd Fire Station; Police & Fire Public Safety Building; City Hall; Public Works Facility; Senior Center; Community Center; Teen Center.

Unmet Needs – Others – Vehicle, Fleet of 60 vehicles most at end of useful life; \$4 million estimated replacement costs; ~ \$400k per years replacement, unmet; Equipment; Staffing – bare minimum staffing level city wide with increased service demands.

Options for Unmet Needs – Economic development; Organizational efficiencies; Reduction of service level; Additional revenues.

General Fund \$18M = Current Primary Revenues - Property Tax, Sales Tax, TOT/Hotel Tax, Franchise Tax, Business License Tax.

Operational Costs = Staffing 73%, Services & Supplies 25%, Capital (community) Improvement 2%

Why Discuss UUT? – Substantial revenue stream for general fund; Applies to broad population; Exemption options for low-income and/or senior citizens; Ability to structure for resident and commercial that is fair and doesn't unduly burden one segment or individual business.

Estimated UUT per Household

Utility	Estimated Monthly Per Household	Estimated UUT 1% Household Per Month	Estimated UUT 3% Household Per Month	Estimated UUT 5% Household Per Month	% of Total
Telecom & TV	\$ 175	\$ 2	\$ 5	\$ 9	42%
Gas & Electricity	\$ 145	\$ 1	\$ 4	\$ 7	35%
Water	\$ 80	\$ 1	\$ 2	\$ 4	19%
Solid Waste	\$ 20	\$ 0	\$ 1	\$ 1	5%
Monthly Per Household (2.83 persons per household)	\$ 420	\$ 4	\$ 13	\$ 21	100%

Marina UUT 1993 – 2004 – 5%, Generated \$1.2 million, Exemption for low-income

Marina UUT 2016 – Rate, Utilities, Duration, Process = Minimum 4 affirmative Council votes, June 7th decision, July 17th final documents for County election office

AMADEO/MORTON: TO ADOPT RESOLUTION NO. 2016-64, RECEIVING INFORMATION REGARDING UTILITY USERS TAX FOR THE CITY OF MARINA; AND DIRECT STAFF TO BRING BACK THOSE ITEMS THAT WE HAD REQUESTED THAT THEY WERE UNABLE TO PROVIDE AT THIS TIME. 5-0-0-0 Motion Passes.

Public Comments:

- Mike Owen – Commented on the closure of Fort Ord on 1993 and the city’s first UUT which he supported as a temporary tax, then it was extended again and again until it was defeated in 2004. Does not feel satisfied in retrospect in looking back at this. The UUT was a bait & switch scam that was played on the Marina voter. Opposes another UUT.

- c. City Council consider adopting **Resolution No. 2016-65**, receiving Business License Tax information and provide staff with any further direction in the matter. *Continued from April 19, 2016*

Presentation by Lauren Lai

Business License Tax – Summary

Effective 1978 = Rate unchanged for 38 years (Since 1978); Many business license categories pay \$25 per year = 1,000 business license, \$120k revenue per year (\$80k tax, \$40k processing fee) **Flat Trend**

Business License Tax % of General Fund Revenues

League of California Cities - “Most (more than 95% percent” cities and counties in California impose a business license tax. On average, the business license tax provides around 3% of city revenues (standard deviations 4.2%). But in some cities, the business license tax provides as much as 30% of General Fund revenues.”

of Business Licenses

Count of Business Name	
Classifications	Total
Advertising - outdoor structures	1
Any person conducting a business exclusively with a vehicle	25
Card Rooms	2
Coin operated machines - generally	9
Coin operated machines, laundry equipment	3
Contractors	348
Industrial Manufacturing	12
Motel, Apartment, etc. (living facility with ten or more units or spaces)	63
Professional Establishments	77
Retail, wholesale sales (services dealing with the public)	514
Soliciting, hawking, peddling	2
Grand Total	1,056

of Marina Locations

Classifications	Located within Marina
Advertising - outdoor structures	1
Any person conducting a business exclusively with a vehicle	2
Card Rooms	2
Coin operated machines - generally	7
Coin operated machines, laundry equipment	1
Contractors	50
Industrial Manufacturing	11
Motel, Apartment, etc. (living facility with ten or more units or spaces)	63
Professional Establishments	40
Retail, wholesale sales (services dealing with the public)	363
Soliciting, hawking, peddling	
Grand Total	540

Business Licenses Comparison

Description	Marina	Seaside	Salinas
Retail with gross revenues of \$1,500,000	\$135	\$1,343	\$1,050
Hotel with 80 rooms or gross revenues of \$2,000,000	\$80	\$3,700	\$300
Professional = owner only (no employee) or gross revenues of \$500,000	\$50	\$893	\$200
Contractors = owner only (no employee) or gross revenues of \$500,000	\$50	\$394	\$100

Any increase in business license tax requires Marina voter approval at a general election (i.e. Nov. 2016).

Amadeo/Brown: that we accept Resolution No. 2016-65, receiving Business License Tax information.

Substitute Motion

MORTON/O’CONNELL: THAT WE ACCEPT RESOLUTION NO. 2016-65, RECEIVING BUSINESS LICENSE TAX INFORMATION AND THAT THIS MATTER COME BACK WITH MORE DETAILED INFORMATION AS TO THE POTENTIAL REVENUES BASED ON GROSS REVENUES OF BUSINESSES BY CATEGORY; AND THAT IT BE CONSIDERED AT THE SAME TIME THE UTILITY USERS TAX IS BROUGHT BACK TO COUNCIL. 5-0-0-0 Motion Passes

Public Comments: None received

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

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

Mayor Delgado – next Mayor’s Association is this Friday and I will report out at our May 17th meeting.

- b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.

13. ADJOURNMENT: Meeting adjourned at 10:00 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

April 26, 2016

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 17, 2016

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2016-,
CERTIFYING CITY OF MARINA COMPLIANCE WITH STATE LAW
(PROPOSITION 218) WITH RESPECT TO SPECIAL ASSESSMENT FOR
CYPRESS COVE II LANDSCAPE MAINTENANCE ASSESSMENT
DISTRICT FOR FISCAL YEAR 2016-17**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2016-, certifying City of Marina compliance with State law (Proposition 218) with respect to special assessment for Cypress Cove II Landscape Maintenance Assessment District for FY 2016-17.

BACKGROUND:

On April 25, 2016, the City Council passed resolution 2016-53 setting FY 2016/17 special assessment for Cypress Cove II Landscape Maintenance Assessment District, as recommended in the engineer's report.

Except for the Constitutionally-limited 1% ad valorem tax, the Monterey County Auditor-Controller will not place taxes, assessments, fees or charges on the rolls unless the City Council certifies by resolution that the City is in compliance with Proposition 218, the 1996 'Right to Vote on Taxes Act' with respect to each such tax, assessment, fee and charge. Certification resolution(s) must contain hold harmless and indemnification provisions for administrative expenses of the County associated with collection of the City's taxes, assessments, fees and charges placed on the rolls. These certifications, along with copies of the resolutions setting the tax, assessment fee and/or charge rates and certain other documentation, must be submitted to the County no later than August 1, 2016.

ANALYSIS:

The following special levy, adopted by Resolution 2016-53 on April 25, 2016, is for assessment district operations and must be included in the certification adopted by the Council:

Cypress Cove II Landscape Maintenance Assessment District	\$ 180.78
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FISCAL IMPACT:

Special assessments finance the assessment district's approved maintenance. Total to be credited to the district is as follows:

Cypress Cove II Landscape Maintenance Assessment District	\$19,885.80
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CONCLUSION:

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

Respectfully submitted,

Lauren Lai, CPA
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY OF MARINA CERTIFYING
COMPLIANCE WITH STATE LAW WITH RESPECT TO
LEVYING OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2016-2017

WHEREAS, The City of Marina requests that the Monterey County Auditor-Controller enter the special assessment identified in Exhibit "A" on the property tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for fiscal year 2016-2017 ("**EXHIBIT A**").

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

1. The City hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes and assessments identified in **EXHIBIT A** regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California.
2. The City further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees and agents, the City shall be solely liable and responsible for defending, at its sole expense, cost and risk, each and every action, suit or other proceeding brought against the County of Monterey, its officers, employees and agents for every claim, demand or challenge to the levying or imposition of the general or special taxes and assessments identified in **EXHIBIT A** and that the City shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees, court costs and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED by the City of Marina City Council at a regular meeting duly held on the 17th day of May, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A

ATTACHMENT TO RESOLUTION NO. 2016-___ OF THE CITY OF MARINA, COUNTY OF MONTEREY, CALIFORNIA, CERTIFYING COMPLIANCE WITH STATE LAW WITH RESPECT TO THE LEVYING OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2016-2017

PER-PARCEL ASSESSMENTS:

Assessment District – Operations:

- Cypress Cove II Landscape Maintenance Assessment District \$180.78

April 26, 2016

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 17, 2016

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2016-,
CERTIFYING CITY OF MARINA COMPLIANCE WITH STATE LAW
(PROPOSITION 218) WITH RESPECT TO SPECIAL ASSESSMENT FOR
SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
FOR FISCAL YEAR 2016-17**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2016-, certifying City of Marina compliance with State law (Proposition 218) with respect to special assessment for Seabreeze Landscape Maintenance Assessment District for FY 2016-17.

BACKGROUND:

On April 25, 2016, the City Council passed resolution 2016-52 setting FY 2016/17 special assessment for Seabreeze Landscape Maintenance Assessment District as recommended in the engineer's report.

Except for the Constitutionally-limited 1% ad valorem tax, the Monterey County Auditor-Controller will not place taxes, assessments, fees or charges on the rolls unless the City Council certifies by resolution that the City is in compliance with Proposition 218, the 1996 *'Right to Vote on Taxes Act'* with respect to each such tax, assessment, fee and charge. Certification resolution(s) must contain hold harmless and indemnification provisions for administrative expenses of the County associated with collection of the City's taxes, assessments, fees and charges placed on the rolls. These certifications, along with copies of the resolutions setting the tax, assessment fee and/or charge rates and certain other documentation, must be submitted to the County no later than August 1, 2016.

ANALYSIS:

The following special levy, adopted by Resolution 2016-52 on April 25, 2016, is for assessment district operations and must be included in the certification adopted by the Council:

Seabreeze Landscape Maintenance Assessment District	\$ 182.42 per parcel
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FISCAL IMPACT:

Special assessments finance the assessment district's approved maintenance. Total to be credited to the district is as follows:

Seabreeze Landscape Maintenance Assessment District	\$ 6,749.54
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CONCLUSION:

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

Respectfully submitted,

Lauren Lai, CPA
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY OF MARINA CERTIFYING
COMPLIANCE WITH STATE LAW WITH RESPECT TO
LEVYING OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2016-2017

WHEREAS, The City of Marina requests that the Monterey County Auditor-Controller enter those special assessments identified in Exhibit "A" on the property tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for fiscal year 2016-2017 ("**EXHIBIT A**").

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

1. The City hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes and assessments identified in **EXHIBIT A** regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California.
2. The City further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees and agents, the City shall be solely liable and responsible for defending, at its sole expense, cost and risk, each and every action, suit or other proceeding brought against the County of Monterey, its officers, employees and agents for every claim, demand or challenge to the levying or imposition of the general or special taxes and assessments identified in **EXHIBIT A** and that the City shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees, court costs and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED by the City of Marina City Council at a regular meeting duly held on the 17th day of May, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A

ATTACHMENT TO RESOLUTION NO. 2016-___ OF THE CITY OF MARINA, COUNTY OF MONTEREY, CALIFORNIA, CERTIFYING COMPLIANCE WITH STATE LAW WITH RESPECT TO THE LEVYING OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2016-2017

PER-PARCEL ASSESSMENTS:

Assessment Districts – Operations:

- Seabreeze Landscape Maintenance Assessment District \$182.42

April 26, 2016

Item No. **8f(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 17, 2016

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2016-,
CERTIFYING CITY OF MARINA COMPLIANCE WITH STATE LAW
(PROPOSITION 218) WITH RESPECT TO SPECIAL ASSESSMENT FOR
MONTEREY BAY ESTATES LANDSCAPE MAINTENANCE ASSESSMENT
DISTRICT FOR FISCAL YEAR 2016-17**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2016-, certifying City of Marina compliance with State law (Proposition 218) with respect to special assessment for Monterey Bay Estates Landscape Maintenance Assessment District for FY 2016-17.

BACKGROUND:

On April 25, 2016, the City Council passed Resolution No. 2016-54 setting the FY 2016/17 special assessment for Monterey Bay Estates Landscape Maintenance Assessment District as recommended in the engineer's report.

Except for the Constitutionally-limited 1% ad valorem tax, the Monterey County Auditor-Controller will not place taxes, assessments, fees or charges on the rolls unless the City Council certifies by resolution that the City is in compliance with Proposition 218, the 1996 'Right to Vote on Taxes Act' with respect to each such tax, assessment, fee and charge. Certification resolution(s) must contain hold harmless and indemnification provisions for administrative expenses of the County associated with collection of the City's taxes, assessments, fees and charges placed on the rolls. These certifications, along with copies of the resolutions setting the tax, assessment fee and/or charge rates and certain other documentation, must be submitted to the County no later than August 1, 2016.

ANALYSIS:

The following special levy, adopted by Resolution 2016-54 on April 25, 2016, is for assessment district operations and must be included in the certification adopted by the Council:

Monterey Bay Estates Landscape Maintenance Assessment District \$ 67.14 per parcel

FISCAL IMPACT:

Special assessments finance the assessment district's approved maintenance. Total to be credited to the district is as follows:

Monterey Bay Estates Landscape Maintenance Assessment District \$10,876.68

CONCLUSION:

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

Respectfully submitted,

Lauren Lai, CPA
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2016-

**A RESOLUTION OF THE CITY OF MARINA CERTIFYING
COMPLIANCE WITH STATE LAW WITH RESPECT TO
LEVYING OF SPECIAL ASSESSMENT FOR FISCAL YEAR 2016-2017**

WHEREAS, The City of Marina requests that the Monterey County Auditor-Controller enter that special assessment identified in Exhibit "A" on the property tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for fiscal year 2016-2017 ("**EXHIBIT A**").

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

1. The City hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes and assessments identified in **EXHIBIT A** regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California.
2. The City further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees and agents, the City shall be solely liable and responsible for defending, at its sole expense, cost and risk, each and every action, suit or other proceeding brought against the County of Monterey, its officers, employees and agents for every claim, demand or challenge to the levying or imposition of the general or special taxes and assessments identified in **EXHIBIT A** and that the City shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees, court costs and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED by the City of Marina City Council at a regular meeting duly held on the 17th day of May, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A

ATTACHMENT TO RESOLUTION NO. 2016-___ OF THE CITY OF MARINA, COUNTY OF MONTEREY, CALIFORNIA, CERTIFYING COMPLIANCE WITH STATE LAW WITH RESPECT TO THE LEVYING OF SPECIAL ASSESSMENT FOR FISCAL YEAR 2016-2017

PER-PARCEL ASSESSMENTS:

Assessment District – Operations:

- Monterey Bay Estates Landscape Maintenance Assessment District \$67.14

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 17, 2016

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2016, AUTHORIZING POLICE DEPARTMENT REQUEST TO ACQUIRE EXCESS FEDERAL PROPERTY THROUGH THE STATE OF CALIFORNIA PUBLIC SAFETY PROCUREMENT PROGRAM (CPSPP), WHICH AUTHORIZES PROCUREMENT OF AIRCRAFT, WATERCRAFT, ARMORED VEHICLES, FIREARMS AND FIREARMS ATTACHMENTS, NIGHT VISION GOGGLES AND SCOPES AND OTHER TACTICAL EQUIPMENT AND OTHER NON-TACTICAL/NON-COMBAT EQUIPMENT WITH THE INITIAL INTENT OF ACQUIRING AN ARMORED TACTICAL VEHICLE FOR THE SOLE USE OF THE REGIONAL POLICE RESPONSE UNIT (SRU), AND AUTHORIZE THE CHIEF OF POLICE TO ADMINISTER THE STATE OF CALIFORNIA PUBLIC SAFETY PROCUREMENT PROGRAM (CPSPP) ON BEHALF OF THE CITY

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2016-, authorizing Police Department request to acquire excess federal property through the State of California Public Safety Procurement Program (CPSPP), which authorizes procurement of aircraft, watercraft, armored vehicles, firearms and firearms attachments, night vision goggles and scopes and other tactical equipment and non-tactical/non-combat equipment with the initial intent of acquiring an armored tactical vehicle for the sole use of the Regional Police Response Unit (SRU); and,
2. Authorize the Chief of Police to administer the State of California Public Safety Procurement Program (CPSPP) on behalf of the City.

BACKGROUND:

The State of California Public Safety Procurement Program (CPSPP) authorizes the procurement of aircraft, watercraft, armored vehicles, firearms and firearms attachments, night vision goggles and scopes and other tactical equipment by law enforcement agencies. CPSPP also offers a wide variety of non-tactical/non-combat equipment available to law enforcement agencies. Some of that equipment includes office equipment, ATVs, tools and clothing. Entry into the program requires an application process and Council action through passage of a resolution authorizing participation by the Police Department.

Administered by the State Office of Emergency Services (CAL OES), requires agencies follow and abide by the California Public Safety Procurement Program, State Plan of Operation. The State Plan of Operation sets forth the general terms and conditions that are binding on the parties with respect to excess Department of Defense (DOD) property that is transferred pursuant to Title 10 USC § 2576a, Federal 1033 Program.

The Regional Police Special Response Unit (SRU), a tactical response team, was formed in January 2010 after an agreement was ratified between the cities of Marina, Seaside, Monterey, Pacific Grove, Sand City, Carmel and California State University at Monterey Bay. The City formally adopted the agreement on December 1, 2009, Resolution No. 2009-189.

Since its inception, the SRU has operated very successfully, handling numerous high risk assignments. To date, the SRU has responded to nearly thirty incidents throughout the Monterey Peninsula that were at high risk for violence.

In 2008 the SRU acquired a light armored vehicle (LAV) from the California Highway Patrol through the CPSPP. The City of Seaside, a qualified CPSPP member, received the LAV on behalf of the SRU. Due to the current age and personnel capacity of the SRU LAV, it is critical the SRU procure a modern armored tactical vehicle to operate in urban and rural areas that provides the safety, technical capabilities and personnel capacity required to operate effectively in high risk tactical and rescue situations, not only for the protection of law enforcement but for the public at large.

After evaluating purchasing or leasing an armored tactical vehicle it was found it was cost prohibitive as many member agencies do not have funding for an outright purchase or long term lease. For several years the SRU Board, comprised of the chiefs of police of the member agencies, has tried unsuccessfully to obtain Homeland Security grants to purchase such a vehicle.

As the need for a modern armored tactical vehicle is critical to the mission of the SRU other options for procurement of a vehicle were explored. It was found that through the State of California Public Safety Procurement Program (CPSPP) a tactical vehicle could be procured on a long term no cost loan. However, one of the requirements is that the local law enforcement jurisdiction's city council or governing body pass a resolution authorizing the procurement.

The Marina Police Department was asked to take the lead in the procurement of a tactical vehicle through CPSPP and is requesting Council approval through resolution. No cost is associated with the procurement. Any costs incurred for shipping, maintenance, modifications, upgrades, fuel and return of the vehicle would be shared equally among the SRU member agencies.

ANALYSIS:

The SRU has evaluated their armored tactical vehicle needs based on the SRU's multi-functional role as a special weapons and tactics team, tactical medical team and crisis negotiations team. It was determined the optimal design to meet the needs of the SRU would be an armored tactical vehicle that has operational capabilities for each of the SRU's disciplines to include:

1. The ability to drive it into extremely hazardous situations in order to facilitate evacuation of members of the public and officers who are in immediate danger or injured.
2. To rescue innocent bystanders.
3. To provide immediate rescue trauma care for the injured.
4. The ability to be placed in close proximity to active shooters and hostage situations in order to provide the most effective response to the incident.
5. To provide cover/shield for officers as they move from one point to another to tactical positions to contain a situation.
6. Possess rapid entry and egress capabilities to and from the vehicle.
7. Have ballistic body, glass, floor and fuel tank protection from gunfire or explosive blast.

The current SRU tactical vehicle, the LAV, has performed to the best of its capabilities but due to its age does not have modern safety and design features and occupancy requirements needed.

Purchase of a new armored tactical vehicle is not an option because of the limited budgets of SRU member agencies and grant funds are not available. The cost of one of these vehicles is estimated at \$250,000 to \$350,000.

However, through the State of California Public Safety Procurement Program (CPSPP) an armored tactical vehicle can be procured that meets all of the needs of the SRU to perform its mission. The vehicle is free to use but must be returned to the Program once it is no longer needed.

These vehicles are appropriated on an as is, where is basis. Transportation, maintenance, and operation costs are the sole responsibility of the law enforcement agency receiving the property. As the vehicle would be used solely by the SRU, all costs would be shared equally between SRU member agencies and funds to support the vehicle are available.

In the event the SRU is disbanded or if a decision is made to discontinue use of the vehicle then the vehicle must be returned to a Defense Logistics Agency (DLA) Disposition Services location or transferred to another participating law enforcement agency within the DLA Law Enforcement Support Office (LESO). If the vehicle is determined to be at the end of its life-cycle then the vehicle must be “demilitarized”, which This requires the removal of specified ballistic armor and the fire suppression system of the vehicle by the receiving agency, or in this case the SRU member agencies.

In order to acquire an armored tactical vehicle through CPSPP there is a requirement that a resolution is passed by City Council authorizing the procurement for an armored tactical vehicle. CPSPP also requires the completion of a California Public Safety Procurement Program Certification Program Package. The package includes the following, which will be complete by staff:

1. A law enforcement agency application for participation.
2. CPSPP State plan of operation.
3. CPSPP law enforcement data sheet.
4. Law enforcement agency executive order for controlled vehicle.
5. Armored tactical vehicle justification memorandum.
6. Armored tactical vehicle training plan.
7. Vehicle deployment policy, which is being developed by the SRU Board.

Membership in the CPSPP is good for one year and must be renewed annually in order to continue to receive property through the program.

The Police Department will act as the agent to procure the tactical vehicle and process all paperwork required for its acquisition. The vehicle will be used solely by the SRU and only for high risk tactical and rescue situations and will not be used for crowd control in civil disobedience circumstances. Costs associated with the maintenance, upkeep or any equipment added to the vehicle will be equally shared by the member agencies of SRU through their individual budgets that already exist.

FISCAL IMPACT:

The member agencies of the SRU each contribute \$5,000 per year to support SRU operations. The armored tactical vehicle will be supported through these funds.

CONCLUSION:

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

Respectfully submitted,

Richard J. Janicki, Jr.
Management Analyst
Police Department
City of Marina

REVIEWED/CONCUR:

Edmundo Rodriguez
Chief of Police
City of Marina

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING POLICE DEPARTMENT REQUEST TO ACQUIRE EXCESS FEDERAL PROPERTY THROUGH THE STATE OF CALIFORNIA PUBLIC SAFETY PROCUREMENT PROGRAM (CPSPP) WHICH AUTHORIZES PROCUREMENT OF AIRCRAFT, WATERCRAFT, ARMORED VEHICLES, FIREARMS AND FIREARMS ATTACHMENTS, NIGHT VISION GOGGLES AND SCOPES AND OTHER TACTICAL EQUIPMENT AND NON-TACTICAL/NON-COMBAT EQUIPMENT WITH THE INITIAL INTENT OF ACQUIRING AN ARMORED TACTICAL VEHICLE FOR THE SOLE USE OF THE REGIONAL POLICE RESPONSE UNIT (SRU) AND AUTHORIZING THE CHIEF OF POLICE TO ADMINISTER THE STATE OF CALIFORNIA PUBLIC SAFETY PROCUREMENT PROGRAM ON BEHALF OF THE CITY

WHEREAS, it has been identified that the Regional Police Response Unit's light armored vehicle (LAV) is inadequate for continues use due to its age, lack of modern ballistic protection and personnel occupancy; and,

WHEREAS, it is critical that the SRU's LAV be replaced by a modern armored tactical vehicle to operate in urban and rural areas that provides the safety and technical capabilities and personnel capacity required to operate effectively and safety in high risk tactical and rescue situations, not only for the protection of law enforcement but for the public at large; and,

WHEREAS, purchasing or leasing an armored tactical vehicle is cost prohibitive as many of the SRU member agencies do not possess the funding for an outright purchase or long term lease; and,

WHEREAS, the (CPSPP) authorizes the procurement of armored tactical vehicles, as well as aircraft, watercraft, firearms and firearms attachments, night vision goggles and scopes and other tactical equipment as well as other non-tactical/non-combat equipment; and,

WHEREAS, through the State of California Public Safety Procurement Program an armored tactical vehicle can be procured as a cost free long term loan that meets the needs of the SRU to perform its missions; and,

WHEREAS, any costs incurred for shipping, maintenance, modifications, upgrades, fuel and return of the armored tactical vehicle would be shared equally among the SRU member agencies; and,

WHEREAS, all costs associated with acquisition, maintenance, use and return of the armored tactical vehicle is the responsibility of the SRU member agencies; and,

WHEREAS, the City of Marina Police Department will administer the application process for the armored tactical vehicle and any other equipment as well as all other administrative responsibilities required by the State of California Public Safety Procurement Program; and,

WHEREAS, the armored tactical vehicle procured through the State of California Public Safety Procurement Program will be used solely by the SRU for high risk tactical and rescue situation and will be prohibited for use for crowd control use in civil disobedience circumstances.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Marina authorizes as follows:

1. The Police Department to acquire the following excess property through the State of California Public Safety Procurement Program (CPSPP) in accordance with excess Department of Defense (DOD) property, transferred pursuant to Title 10 USC § 2576a, Federal 1033 Program: Aircraft, Watercraft, Armored vehicles, Firearms and firearm attachments, night vision goggles and scopes, and other tactical equipment as well as other non-tactical/non-combat equipment for one year of the approval date of this resolution and;
2. The acquisition of an armored tactical vehicle for the sole use of the Regional Police Special Response Unit (SRU).
3. The Chief of Police to administer the State of California Public Safety Procurement Program, in accordance with excess Department of Defense (DOD) property, transferred pursuant to Title 10 USC § 2576a, Federal 1033 Program on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 3rd of May 2016 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk



Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 17, 2016

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016- , APPROVING ESTIMATED COST FOR SERVICES FOR CALENDAR YEAR 2016, FOURTH OF JULY ACTIVITIES AND SETTING COST RECOVERY SURCHARGE AT SEVEN (7) PERCENT FOR CALENDAR YEAR 2016 PURSUANT TO MARINA MUNICIPAL CODE SECTION 15.32.091

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2016-, approving estimated cost for service for calendar year 2016, Fourth of July activities and;
2. Setting cost recovery surcharge at seven (7) percent for calendar year 2016 pursuant to Marina Municipal Code Section 15.32.091.

BACKGROUND:

The Marina Police Department, Fire Department, Public Works Division and Recreation are all impacted by the use and sale of fireworks in the City of Marina. Each department expends resources for processing and issuing permits, inspection of stands; public education and awareness; enforcing the provisions of the Marina Municipal Code and the California Health and Safety Code, including extra personnel time, and cleanup of the City parking lots and firework trash and debris left behind each year.

At the regular meeting of the Marina City Council held on April 1, 2014, the Marina City Council approved Ordinance No. 2014-01 amending Chapter 15.32 to add Section 15.32.091 to the Marina Municipal Code to provide for a Firework Cost Recovery Surcharge not exceeding seven (7) percent.

ANALYSIS:

Pursuant to the Ordinance, the exact amount of the assessment shall be determined each year by Resolution on or about the second regular City Council meeting in May of that year and a notice sent to each of the permittees. In no event shall the assessment be more than seven (7) percent of the gross sales of the fireworks sold in the City that year.

The total City expenditure for police, fire, public works and recreation is estimated to be \$10,241.40 dollars for calendar year 2016. Staff is requesting for consideration approving estimated cost for service for calendar year 2016 (“**EXHIBIT A**”), Fourth of July activities and setting the cost recovery surcharge for calendar year 2014 at seven (7) percent pursuant to Marina Municipal Code Section 15.32.091.

FISCAL IMPACT:

Based on the 2015 gross sales, the cost recovery surcharge should bring an approximate fee revenue of \$10,232. The revenue collected is expected to cover approximately 99 percent of the cost for services in 2016 that would otherwise not be collected absent a cost recovery surcharge.

CONCLUSION:

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

Respectfully submitted,

Doug McCoun
Fire Chief
City of Marina

REVIEWED/CONCUR:

Edmundo Rodriguez
Chief of Police
City of Marina

Dan Paolini, Acting
Community Development Director
City of Marina

Terry Siegrist
Recreation & Cultural Services Director
City Of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING ESTIMATED COST FOR SERVICES FOR CALENDAR YEAR 2016, FOURTH OF JULY ACTIVITIES AND SETTING COST RECOVERY SURCHARGE AT SEVEN (7) PERCENT PURSUANT TO MARINA MUNICIPAL CODE SECTION 15.32.091

WHEREAS, the Marina Police Department, Fire Department, Public Works Division and Recreation are all impacted by the use and sale of fireworks in the City of Marina, and;

WHEREAS, each department expends resources for processing and issuing permits, inspection of stands; public education and awareness; enforcing the provisions of the Marina Municipal Code and the California Health and Safety Code, including extra personnel time, and cleanup of the City parking lots and firework trash and debris left behind each, and;

WHEREAS, at the regular meeting of the Marina City Council held on April 1, 2014, the Marina City Council approved Ordinance No. 2014-01 amending Chapter 15.32 to add Section 15.32.091 to the Marina Municipal Code to provide for a Firework Cost Recovery Surcharge, and;

WHEREAS, the exact amount of the assessment shall be determined each year by Resolution on or about the second regular City Council meeting in May of that year and a notice sent to each of the permittees. In no event shall the assessment be more than seven (7) percent of the gross sales of the fireworks sold in the City that year, and;

WHEREAS, the total City expenditure for police, fire, public works and recreation is estimated to be \$10,241.40 dollars for calendar year 2016, and;

WHEREAS, staff is requesting for consideration approving estimated cost for service (“**Exhibit A**”) for calendar year 2016, Fourth of July activities, and;

WHEREAS, setting the cost recovery surcharge at seven (7) percent for calendar year 2016 pursuant to Marina Municipal Code Section 15.32, and;

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

- 1 Approve estimated cost for service for calendar year 2016, Fourth of July activities, and;
2. Setting the cost recovery surcharge at seven (7) percent for calendar year 2016 pursuant to Marina Municipal Code Section 15.32.091.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 17th day of May 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Acting City Clerk

“Exhibit A”

City Firework Expenditures 2016

Public Works:

Maint. Worker III	\$83.20	No OT	2-hours = \$249.60
Maint. Worker I	\$65.07	No OT	2-hours = \$195.21
			TOTAL: \$444.81

Recreation & Cultural Services:

City Park site visit/post & remove signage, lighting @ Los Arboles Sport Complex

Recreation Director	\$152.02	FLSA Exempt	4-hours = \$608.08
			TOTAL: \$608.08

Police Department Operations:

CSO	\$76.79	OT Rate + \$20.27 = \$97.06	8-hours = \$776.48
Police Officer x 3	\$101.45	OT Rate + \$20.27 = \$121.72	8-hours = \$973.76
Police Sgt	\$127.06	OT Rate + \$20.27 = \$147.33	8-hours = \$1,178.64
Police Commander	\$142.11	FLSA Exempt	8-hours = \$1,136.88
			TOTAL: \$4,065.76

Fire Department Operations:

Overtime Engine Company - Captain, Engineer & Firefighter

Captain	\$117.09	OT Rate + \$21.11 = \$138.20	4-hours = \$552.80
Engineer	\$87.20	OT Rate + \$21.11 = \$108.31	4-hours = \$433.24
Firefighter	\$81.50	OT Rate + \$21.11 = \$102.61	4-hours = \$410.44
Fire Chief	\$149.81	FLSA Exempt	4-hours = \$599.24
Division Chief	\$90.49	FLSA Exempt	4-hours = \$361.96
OES Rate for Engine-Type 3	\$80.00 an hour		4-hours = \$320.00
Booth walk through & site visits during sale period (7-days)			7-hours = \$2,000.53
No overtime (on-duty Captain, Engineer & Firefighter)			

Fire Department Administration (safety flyers, inspection schedule, response statistics for SFM, meeting with non-profits, firework transfer from PD to FD for disposal, etc.)

Administrative Assistant II	\$68.08	No OT	3-hours = \$204.24
Fire Chief	\$149.81	FLSA Exempt	1-hour = \$149.81
Division Chief	\$90.49	FLSA Exempt	1-hour = \$90.49
			TOTAL: \$5,082.75

TOTAL EXPENDITURES: \$10,241.40

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 17, 2016

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-,
ACCEPTING THE CONSTRUCTION CONTRACT DOCUMENTS AND
AUTHORIZING STAFF TO PROCEED WITH THE PUBLIC BIDDING
PROCESS, AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF
A REVISED FEDERAL GRANT BASED ON BIDS RECEIVED,
AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF A STATE
MATCH GRANT, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE REFERENCED GRANT APPLICATIONS FOR THE 2016
DESIGNATED PROJECT – AIRPORT BEACON AND PAVEMENT
MAINTENANCE MANAGEMENT PLAN, AT THE MARINA MUNICIPAL
AIRPORT**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2016-, accepting the construction contract documents and authorizing staff to proceed with the public bidding process, and;
2. Authorizing preparation and submission of a revised grant application to the Federal Aviation Administration (FAA) based on bids received, and;
3. Authorizing preparation and submission of a State of California (Caltrans) match grant based on a proportional amount of the federal grant application, and;
4. Authorizing the City Manager to execute the referenced grant applications for the 2016 designated project – Airport Beacon and Pavement Maintenance Management Plan (PMMP), at Marina Municipal Airport.

BACKGROUND:

At a regular meeting of December 15, 2015, the City Council adopted Resolution No. 2015-139, accepting and authorizing submission of the revised Five (5) Year Airport Capital Improvement Plan (ACIP) for Federal Aviation Administration (FAA) grant funded airport improvement projects, and authorizing submission of a grant application to FAA for the 2016 designated project – Replace Beacon and Pole, perform a Pavement Maintenance Management Plan (PMMP) at Marina Municipal Airport.

In accordance with FAA requirements and the prepared ACIP, staff prepared, gained council approval of, and submitted a grant application in December, 2015, based on the engineer's estimate for the 2016 grant funded project, "Airport Beacon", including construction and installation of the improvements, along with engineering, design, construction management, and inspection of the construction effort, and preparation of a Pavement Maintenance Management Plan (PMMP) indicating the City of Marina's intent to proceed with the improvement project. The application reflected a total project cost of \$238,100, an FAA estimated participation of \$214,290 (90% of eligible costs), an estimated Caltrans match amount of \$10,714 (5% of federal grant amount), and City of Marina estimated participation at \$10,714 (balance), with an overall estimated City obligation of \$23,810, in the event Caltrans does not participate.

At a regular meeting of March 15, 2016, the City Council adopted Resolution No. 2016-29, approving a professional services agreement between City of Marina and Tartaglia Engineering, of Atascadero, California, in the amount of \$83,700 for preliminary engineering, surveying, engineering design, preparation of plans and specifications, bidding support, construction administration, inspection, and materials testing services for the beacon replacement project and for preparation of an airfield Pavement Maintenance Management Plan (PMMP).

The revised budget, based on completed plans and specifications, identifies a total project cost of \$166,000, and FAA estimated participation of \$149,400 (90% of eligible costs), an estimated Caltrans match amount of \$7,470 (5% of federal grant amount), and City of Marina estimated participation at \$9,130 (balance), with an overall estimated City obligation of \$16,600, in the event Caltrans does not fully participate.

Including a 10% contingency, the project budget is \$182,600. Based on the total project budget, with contingency, the FAA grant amount will be up to \$164,340 (90% of eligible costs), Caltrans match amount will be up to \$8,210 (5% of federal grant amount), and the City of Marina participation will be up to \$10,050 (balance), with the City's overall obligation up to \$18,260, in the event Caltrans does not fully participate.

Tartaglia Engineering has prepared the construction contract documents, and the construction plans for the public bidding process and will prepare the referenced grant applications.

ANALYSIS:

Replacing and relocating the airport rotating beacon will increase the serviceability and overall reliability of this essential navigation aid for pilots flying in the Marina locale. In addition, removal of the beacon from the roof of the former Fritzsche Army Air Field air traffic control tower eliminates issues with climbing stairs to the tower cab and more stairs through the roof hatch to access the beacon. Finally, the tip-down function of the new beacon pole will allow for service and maintenance by personnel on the ground.

Preparation of a PMMP is a critical step in proper and logical management of the pavement asset at the airport.

Securing a federal grant and state matching grant presents a significant opportunity to address the condition of the rotating beacon and to prepare a PMMP. Proposed improvements and efforts comply with the guidelines and requirements of the FAA Airport Improvement Program.

The improvement is included in the current Airport Capital Improvement Plan (ACIP) on file with the FAA, and on the current Capital Improvement Program (CIP) on file with Caltrans, Division of Aeronautics. FAA funding is now at ninety percent (90%) for eligible airport improvements. Caltrans, Division of Aeronautics funding, when available, is five percent (5%) of the federal grant amount.

Staff's ability to gain authorization at this time for preparation and submission of the federal and state grant applications at the conclusion of the bidding process will streamline and facilitate the grant procurement process, providing greater assurance for meeting submission deadlines. Authorizations sought are "up to amounts" with actual bids and associated grant applications anticipated to be lower.

FISCAL IMPACT:

Should the City Council approve this request, the total project cost based on completed construction documents is \$166,000 and with 10% contingency is \$182,600.

Based on the total project cost, with contingency, the FAA grant amount will be up to \$164,340 (90%), Caltrans match amount will be up to \$8,210 (5% of federal amount), and the City participation will be up to \$10,050 (balance), with the City's overall obligation up to \$18,260, in the event Caltrans does not participate. Funding for City's obligation is included in the FY 2015-16 Airport Capital Project Fund 60, Project TBD – 2016 Airport Beacon and Pavement Maintenance Management Plan.

CONCLUSION:

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

Respectfully submitted,

Jeff Crechriou
Airport Services Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA ACCEPTING THE CONSTRUCTION CONTRACT DOCUMENTS AND AUTHORIZING STAFF TO PROCEED WITH THE PUBLIC BIDDING PROCESS, AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF A REVISED FEDERAL GRANT BASED ON BIDS RECEIVED, AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF A STATE MATCH GRANT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE REFERENCED GRANT APPLICATIONS FOR THE 2016 DESIGNATED PROJECT – AIRPORT BEACON AND PAVEMENT MAINTENANCE MANAGEMENT PLAN, AT THE MARINA MUNICIPAL AIRPORT

WHEREAS, at a regular meeting of December 15, 2015, the City Council adopted Resolution No. 2015-139, accepting and authorizing submission of the revised Five (5) Year Airport Capital Improvement Plan (ACIP) for Federal Aviation Administration (FAA) grant funded airport improvement projects, and authorizing submission of a grant application to FAA for the 2016 designated project – Replace Beacon and Pole, perform a Pavement Maintenance Management Plan (PMMP) at Marina Municipal, and;

WHEREAS, in accordance with FAA requirements and the accepted ACIP, staff prepared, gained council approval of, and submitted a grant application to FAA in December, 2015, based on the engineer's estimate for the 2016 grant funded project, "Airport Beacon and Pavement Maintenance Management Plan", indicating the City of Marina's intent to proceed with the improvement project, and;

WHEREAS, relocating and replacing the airport rotating beacon will increase the serviceability and overall reliability of this essential navigation aid for pilots flying in the Marina locale. In addition, removal of the beacon from the roof of the former Fritzsche Army Air Field air traffic control tower eliminates issues with climbing stairs to the tower cab and more stairs through the roof hatch to access the beacon. Finally, the tip-down function of the new beacon pole will allow for service and maintenance by personnel on the ground, and;

WHEREAS, preparation of a PMMP is a critical first step in implementation of an industry standard management practice for this critical asset at the airport, and;

WHEREAS, Tartaglia Engineering has prepared the construction contract documents and the construction plans for the public bidding process and will prepare the referenced grant applications, and;

WHEREAS, the total project cost based on completed construction documents is \$166,000 and with 10% contingency is \$182,600, and;

WHEREAS, based on the total project cost, with contingency, the FAA grant amount will be up to \$164,340 (90%), Caltrans match amount will be up to \$8,210 (5% of federal amount), and the City participation will be up to \$10,050 (balance), with the City's overall obligation up to \$18,260, in the event Caltrans does not participate. Funding for City's obligation is included in the FY 2015-16 Airport Capital Project Fund 60, Project TBD – 2016 Airport Beacon and Pavement Maintenance Management.

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

1. Accept the construction contract documents and authorize staff to proceed with the public bidding process, and;
2. Authorize preparation and submission of a revised grant application to the Federal Aviation Administration (FAA) based on bids received, and;
3. Authorize preparation and submission of a State of California (Caltrans) match grant based on a proportional amount of the federal grant application, and;
4. Authorize the City Manager to execute the referenced grant applications for the 2016 designated project – Airport Beacon and Pavement Maintenance Management Plan, at Marina Municipal Airport.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 17th day of May 2016, 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 May 17, 2016

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-, CALLING A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN CITY OFFICERS AND REQUESTING THAT THE COUNTY OF MONTEREY AGREE TO CONSOLIDATION OF SAID ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON SAID DATE, AND REQUESTING THE COUNTY TO RENDER ANY AND ALL SERVICES IN CONNECTION WITH SAID CONSOLIDATED ELECTION; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUNDS AND THE CITY MANAGER TO EXECUTE AN AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED HERETO, FOR THE PROVISION OF ELECTION SERVICES WITH MONTEREY COUNTY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY.

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2016-, calling for a general municipal election in the City of Marina on Tuesday, November 8, 2016, for the election of certain city officers;
2. Requesting the County of Monterey agree to the consolidation of the election with the statewide general election and requesting the County Elections Department to render any and all services required to conduct the election;
3. Authorizing the Finance Director to appropriate funds and the City Manager to execute a service agreement for the provision of election services between the City of Marina and Monterey County Elections Department/Registrar of Voters subject to final review and approval by City Attorney.

BACKGROUND:

The terms of Mayor Delgado and the terms of Councilmembers Morton and O'Connell will expire as of November 2016.

ANALYSIS:

Pursuant to Elections Code (EC) Section 10002, the City may, by resolution, request the Board of Supervisors of the County to permit the County Elections Official to render specified services to the city or district relating to the conduct of an election.

Pursuant to EC §§12101; GC §36512 the last day for the City Council to call an election to fill a vacancy, and for the City Clerk to immediately publish notice of the election, is by July 6, 2016.

Pursuant to EC Sections 1040, 10402 the last day for the City Council to file with the Elections Department a resolution requesting consolidation of an election for candidates or measures is August 12, 2016.

Pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections.

Consistent with past practice, when the City's election is consolidated and the County be requested to render specified services in connection with said consolidated election, the County requires a contract for any and all services. The form of a contract for the November 8, 2016 General Municipal Election is attached as **EXHIBIT A**.

FISCAL IMPACT:

Should the City Council approve this request, adequate funding is included in the FY 2016-17 Budget, and will be charged to General Fund, City Administration, Elections, Account No. 11.112.65895. The County Elections Department has estimated the cost to the City for the consolidation of the November 8, 2016 election to be between \$56,658 and \$75,544.

CONCLUSION:

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

Respectfully submitted,

Anita Sharp
Deputy City Clerk
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

SOURCE OF FUNDING:

Should the City Council approve this request, adequate funding is included in the FY 2016-17 Budget and will be charged to General Fund, City Administration, Elections, Account No. 11.112.65895.

RESOLUTION ORDERING A GENERAL MUNICIPAL ELECTION IN THE CITY OF MARINA, REQUESTING THE COUNTY ELECTIONS DEPARTMENT TO CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION OF THE ELECTION

City of Marina

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election; and

WHEREAS, the resolution of the governing body of the city or district shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10002, the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and

WHEREAS, the provisions of Section 2.06.010 of the Marina Municipal Code provide that the City of Marina's General Municipal Election shall be held on the same day as the Statewide General Election on the first Tuesday following the first Monday of November in every even-numbered year and the City Council may submit to the voters at the election such questions and or propositions as may be timely submitted; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation; and

WHEREAS, pursuant to Elections Code Section 13307, whenever an election called by a district, city, or other political subdivision has offices to be filled, it is required to fix and determine the number of words that a candidate may submit on the candidate's statement to be either 200 or 400 words and to determine if the candidate and or the political subdivision will pay the cost of the statement; and

WHEREAS, Elections Code Section 15651 requires the city or district to determine the means and manner in which a tie vote is to be resolved in the event that two or more persons receive an equal number of votes and the highest number of votes ("tie votes") for an office to be voted upon; and

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on a November 8, 2016;

**Resolution No. 2016-
Page Two**

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the governing body of the City of Marina hereby orders an election be called and consolidated with any and all elections also called to be held on November 8, 2016, insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the City of Marina, and the City of Marina requests the Board of Supervisors of the County of Monterey to order such consolidation under Elections Code Section 10401 and 10403.

BE IT FURTHER RESOLVED AND ORDERED that said governing body hereby requests the Board of Supervisors to permit the Monterey County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services, and

BE IT FURTHER RESOLVED AND ORDERED that the Monterey County Elections Department conduct the election for the purpose of electing three Members to this Governing Board on the November 8, 2016, ballot:

SEATS OPEN	OFFICE	TERM
Bruce Carlos Delgado	Mayor	Full Term of Two Years
Gail Morton	Councilmember	Full Term of Four Years
Frank O'Connell	Councilmember	Full Term of Four Years

BE IT FURTHER RESOLVED AND ORDERED that pursuant to Election Code Section 13307 the City of Marina has resolved that all costs of the Candidate's statement be paid by the Candidate and that no candidate may submit a statement of over 200 words.

BE IT FURTHER RESOLVED AND ORDERED that pursuant to Elections Code Section 15651(a), a tie vote shall be resolved by drawing lots.

BE IT FURTHER RESOLVED AND ORDERED that tie votes shall be determined by the City Council acting as the Election Board.

BE IT FURTHER RESOLVED AND ORDERED that the Deputy City Clerk is hereby designated as the Elections Officials and is directed to submit forthwith a certified copy of this resolution to the Board of Supervisors, to the Registrar of Voters and to the County Clerk of the County of Monterey. The Deputy City Clerk shall certify as to the passage and adoption of this Resolution and enter it into the book of original Resolutions.\

BE IT FURTHER RESOLVED AND ORDERED that the Finance Director is authorized and directed to appropriate the necessary funds to pay for the cost of the election and the City Manager is authorized to execute an agreement for the provision of election services between the City of Marina and Monterey County, subject to review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina on this 17th of May, 2016, by the following vote:

**AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTENTIONS: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:**

SIGNED: _____
Bruce C. Delgado, Mayor

ATTEST: _____
Anita Shepherd-Sharp, Deputy City Clerk

SERVICE AGREEMENT FOR THE PROVISION OF ELECTION

SERVICES BETWEEN THE CITY OF MARINA AND
City

MONTEREY COUNTY REGISTRAR OF VOTERS
November 8, 2016 Election Date

This Agreement, entered into this ____ day of _____ 2016, by and between the City of Marina and Monterey County Registrar of Voters (hereinafter referred to as Registrar of Voters);

WHEREAS, it is necessary and desirable that the Registrar of Voters be retained for the purpose of conducting an election hereinafter described for the City of Marina (hereinafter referred to as the City);

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

SERVICES TO BE PERFORMED BY THE CITY:

- 1) No later than the 88th day prior to the election the City shall submit a resolution requesting the Registrar of Voters for Monterey County to conduct an election for the City on November 8, 2016, and requesting election related services of the Registrar of Voters.
- 2) The City shall publish the Notice of Election and the Notice to File Declarations of Candidacy for the offices to be voted on, and/or the Notice to File Arguments for or against any measure.
- 3) The City shall submit to the Registrar of Voters in writing the exact number of offices to be voted on and the names and ballot designations of the candidates for those offices, and/or the exact ballot wording to be voted by no later than the 88th day prior to the election, or by the 83rd day prior to the election if Elections Code §§ 10225, 10229, and 10407 are applicable.
- 4) The City shall prepare and deliver to the Registrar of Voters the Voter Guide information containing, as applicable, candidates' statements of qualifications, ballot measure, tax rate statements impartial analysis, arguments for or against and rebuttals thereto. The last day for the submission of primary arguments (300 words) shall be no later than August 19, 2016. The last day for the submission of rebuttal arguments (250 words) and impartial analysis shall be no later than August 29, 2016.
- 5) The City shall be responsible for reviewing and approving the language of the sample ballot and official ballot wording for the Candidates and Measures no later than ___ tbd ___ 2016.

SERVICES TO BE PERFORMED BY REGISTRAR OF VOTERS:

- 1) The Registrar of Voters shall select and contract with the sample and official ballot printer(s) on behalf of the City.
- 2) The Registrar of Voters shall prepare and deliver to the printer the official ballot information.
- 3) The Registrar of Voters shall issue, receive and process all ballots on behalf of the City matters.
- 4) The Registrar of Voters shall procure all necessary and appropriate polling place locations, hire polling place workers, and conduct the election in accordance with all applicable state, federal and local laws.
- 5) The Registrar of Voters shall prepare a Canvass of Votes Cast and submit a Certificate of Registrar of Voters to the City regarding the City matters.
- 6) The Registrar of Voters shall conduct other various and miscellaneous election activities as required including but not limited to all those required as the City's Election Official other than those described under "Services to be Performed by the City".

TERMS:

This Agreement shall be in effect for the performance of all services incident to the preparation and conduct of the election to be held on November 8, 2016.

In the event the Registrar of Voters is unable to perform services required under this Agreement, as a result of employer/employee relation conditions, vendor conditions or other conditions beyond the control of the Registrar of Voters, the Registrar of Voters will be relieved of all obligations under this Agreement. The Registrar of Voters may terminate this agreement after giving 72 hours written notice and the Registrar of Voters will be relieved of all obligations.

This agreement can be mutually terminated upon a 30 days' advance written notice.

CONSIDERATION:

In consideration of the performance of services and supplies provided by the Registrar of Voters, the City shall pay to the Registrar of Voters a sum equal to the actual cost of such services, expenses, and supplies related to the work performed on behalf of City. In the event that this Agreement is terminated prematurely, the City shall pay to the Registrar a sum equal to the actual cost of such services performed or supplies/expenses incurred as of the effective date of the termination.

The City shall make payment within 30 days of receipt of invoice from Registrar of Voters.

CITY:

Signature: _____ Date: _____

Print Name: Layne Long

Title: City Manager

COUNTY:

Signature: _____ Date: _____

Print Name: _____

Title: _____

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
May 17, 2016

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-,
APPROVING THE AGREEMENT BETWEEN THE CITY OF
MARINA AND TAYGETA NETWORK SECURITY INC. FOR
CYBERSECURITY PROFESSIONAL SERVICES, AUTHORIZE
THE CITY MANAGER TO EXECUTE THE AGREEMENT ON
BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE CITY ATTORNEY AND AUTHORIZE THE
FINANCE DIRECTOR TO MAKE THE NECESSARY
ACCOUNTING AND BUDGETARY ENTRIES**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2016-, authorizing the agreement between the City of Marina and Taygeta Network Security Inc. for cybersecurity professional services,
2. Authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney, and
3. Authorize the Finance Director to make the necessary accounting and budgetary entries.

BACKGROUND:

The City of Marina information technology needs are broad and complex with specific hardware and software demands for police, fire, finance, community development, GIS and other city operations. These needs continue to grow and expand as technology advances and demands of the public for more access to information continue to increase. For the past decade the City has contracted with MBay IT to oversee all day to day information technology services. This contract provided a very limited number of hours weekly for IT services, meets bare minimum day to day desk top service needs, and does not have any backup personnel available for IT support.

In the past year the City has experienced various challenges with our IT network including unauthorized system access, loss of electronic files, backup system failures, and overall network system failures. The major reasons for these problems have been:

1. Deferred technology maintenance and upgrades - including obsolete hardware and software, inadequate facility data cabling and inadequate servers.
2. Insufficient IT network administration and helpdesk support – which pertains to assisting city staff with computing devices, server management, system administration and oversight of bandwidth for optimal network performance.
3. Inadequate cyber security – which pertains to protecting the city network, information and data from unauthorized outside access and attacks.

In November 2015, the City Council authorized funding for the Information Technology Stabilization project to address the deferred technology maintenance, upgrades and various technology vulnerabilities. An internal IT Committee was established consisting of the Finance Director, Police Chief, Fire Chief and a third party technology expert. The IT Committee conducted several technology audits and reviews which substantiated the need for the City to initiate timely corrective actions. These actions are necessary to protect vital City information and provide an information technology environment to effectively deliver services. Below is the IT Committee's analysis and recommendation.

ANALYSIS:

To protect the City's technology security, this report and discussion are focused on the project objectives instead of delineating the specific problems and gap areas within the City technology infrastructure. The IT Committee evaluated multiple alternatives to address the City's technology problems which would be both effective and financially feasible within the City's budget constraints. This included evaluating hiring full time city IT employees and interviewing several local IT firms. The IT Committee recommends a two-pronged hybrid approach to address the City's current and future IT administration needs. Hiring one vendor to specialize and focus on overseeing the City's cyber security needs and another vendor to focus on network administration and helpdesk support. Given our current situation, this will provide the City with optimal coverage in a cost-effective manner.

At the May 3rd Council meeting, the IT Committee recommended that the City contract with TechRX for the City's network administration and helpdesk support. For our cybersecurity needs, the IT Committee is recommending that the City contract with Taygeta Network Security Inc, to act as our cybersecurity service provider. Taygeta and TechRX are both local technology firms, founded in 1995 and 2001, respectively.

Both service contracts are drafted for a 6-month effective period with the City Managers authority to extend up to three (3) years at his determination. The IT Committee has expressed to both service providers that the 6-month period will provide the City an evaluation of this arrangement and the flexibility to modify as needed. On May 3, 2016, the City Council approved the TechRx contract. Now, the City Council is requested to consider and approve the Taygeta contract, which is included as "EXHIBIT A".

FISCAL IMPACT:

If approved, the contract annual cost is \$24,000 or \$2,000 per month. The City has expressed to Taygeta that after the 6-month initial period, the Staff will evaluate to determine if the City remains at the service level of \$2,000 per month or reduce the service level to a \$500 per month. Staff and the City Manager will evaluate this based upon services provided and the City's cybersecurity vulnerability.

CONCLUSION:

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

Respectfully submitted,

Lauren Lai, CPA
Finance Director
City of Marina

REVIEWED/CONCUR:

Edmundo Rodriguez
Police Chief
City of Marina

Doug McCoun
Fire Chief
City of Marina

Layne P. Long
City Manager City
of Marina

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE AGREEMENT BETWEEN THE CITY OF MARINA AND TAYGETA NETWORK SECURITY INC. FOR CYBERSECURITY PROFESSIONAL SERVICES, AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, The City Information Technology Committee evaluated and researched the alternatives; and

WHEREAS, City IT Committee recommends Taygeta Network Security Services for cybersecurity and TechRX for helpdesk and network administration services; and

WHEREAS, The Taygeta Network Security Inc. contract is provided as **EXHIBIT A**.

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

1. Authorize the Agreement with Taygeta Network Security Inc. of Monterey, California for the cybersecurity professional services; and
2. Authorize the City Manager to execute the Agreement on behalf of the City subject to final review and approval by the City Attorney; and
3. Authorize the Finance Director to make any necessary accounting and budgetary entries.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 17th day of May 2016, 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

**AGREEMENT WITH TAYGETA NETWORK SECURITY SERVICES
INCORPORATED OF MONTEREY, CA
FOR CONSULTING SERVICES
IN CONNECTION WITH INFORMATION TECHNOLOGY SECURITY**

THIS AGREEMENT is made and entered into on May ____, 2016, between the City of Marina, a California charter city, hereinafter referred to as "City," and Taygeta Network Security Services Incorporated, a California corporation, hereinafter referred to as "Consultant," as follows:

Recitals

1. City wishes to contract for consulting services associated with further development of its existing information technology governance and program and cyber security advice to better serve and inform its officials, employees and citizens.
2. Consultant represents and warrants that Consultant has the qualifications, experience, equipment and facilities necessary to properly perform services under this Agreement.
3. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

Terms and Conditions

In consideration of the valuable consideration and mutual provisions contained herein, City and Consultant agree to the following terms and conditions:

1. Scope of Services. Consultant agrees to assist the City, as directed by the City Manager or his designee, in the further development and improvement of informational technology including, but not necessarily limited to, services related to network security. Consultant will provide the appropriate physical hardware required to perform the following functions: Intrusion Detection System (IDS), Vulnerability Scanning, Host-based intrusion detection system (HIDS), Unified threat management (UTM) platform, Threat detection, Incident Response, Asset Discovery, and Security information and event management (SIEM). At the terminus of this contract, all Taygeta resources shall be returned to the Contractor.

The City hereby authorizes Consultant to access its Domain Systems at ci.marina.ca.us and agrees to provide Consultant with "domain administrator permission" from the City's programs which need to be accessed for the above purposes from the City's servers and desktop and other computers. The Consultant's scope of services herein are more particularly described in **Exhibit A** hereto, and by this reference made a part hereof, entitled "Scope of Services." The City shall cooperate with Consultant and will furnish all information, data, records and reports as are existing and available to City to enable Consultant to carry out the work as outlined in **Exhibit A**.

2. Commencement of Services. Consultant shall commence work on the services to be provided hereunder on or before _____, 2016.

3. Term. The six-month initial term ("Initial Term") of this Agreement shall commence on the date first written above ("Commencement Date") and end on _____, 2016 ("Termination Date"), unless terminated earlier as provided herein. The term of this Agreement may be extended for a period ("Extended Term") not to exceed thirty-six months from the Termination Date upon a writing executed by City Manager and the Consultant's authorized representative.

4. Compensation.

(a) For the services to be performed under this Agreement, including all travel charges, compensation paid by the City to Consultant shall be Two Thousand Dollars (\$2,000.00) per month and compensation the total value for the services under this Agreement during the Initial Annual Term shall not exceed Twenty-Four Thousand Dollars (\$24,000) unless otherwise agreed to by both parties. Compensation during any Extended Term shall be as set forth at ninety dollars (\$90.00) per hour. City has the option to reduce its level of service by the Consultant as mutually agreed upon, at which time the monthly rate will be reduced to Five-Hundred Dollars (\$500.00) per month. Compensation shall be invoiced on a monthly basis and payment is due within 30 days of receipt of Consultant's invoice. City shall make no deductions for payroll taxes or Social Security from amounts due Consultant for services provided under this Agreement. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service.

(b) Reimbursement for expenses may be made by the City for expenses incurred by Consultant in performance of this Agreement which have been previously approved in advance and in writing by the City Manager or his or her designee.

5. Performance of Services. Consultant shall perform all services hereunder, unless otherwise agreed to by the City. Work shall be coordinated with the City Manager or his or her designee. Consultant shall provide the City Manager or his or her designee with weekly and bi-weekly progress reports for work performed hereunder and bi-weekly attendance at the City's Information Technology Committee meetings for the purpose of providing updates. Consultant's assigned staff shall be equipped with cellular phones to communicate with City staff and wireless phone numbers shall be provided to the City.

6. Status of Consultant. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of the City. This Agreement is not intended nor shall it be construed to create and employer-employee relationship, a joint venture relationship, or to allow the city to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Neither Consultant nor any employees or agents of Consultant shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant shall have no authority to bind the City in any manner, nor to incur any obligation, debt or liability of any kind on behalf or against the City, whether by contract or otherwise, unless such authority is expressly conferred

under this Agreement or is otherwise expressly conferred in writing by the City. Consultant shall be free to contract for similar services to be performed for other employers while under contract with the City. City reserves the right to employ other Consultants in connection with the services contemplated herein.

7. Conflicts of Interest.

(a) Consultant covenants that he has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Consultant shall represent the interest of the City in any discussion or negotiation with prospective vendors, and as such, may not accept compensation, commission or payment of any type from any prospective vendor or such party's agent.

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

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

9. Proprietary information. In performing services under this Agreement Consultant may receive, review or author confidential documents, information or materials which are and shall remain the exclusive property of the City. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the City Manager.

10. Copyrights and Trademarks. The City represents to Consultant and unconditionally guarantees that any elements of text, graphics photos, designs, trademarks, logos, or other artwork furnished to Consultant for inclusion in or on the website are owned by the City, or that the City has permission from the rightful owner to use each of these elements and will hold harmless, protect and defend Consultant and its subcontractors, if any, for any claim or suite arising from the use of such elements furnished by the City.

11. Non-Discrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

12. Indemnification & Hold Harmless.

(a) City and its respective elected and appointed Council, boards, commissions, officials, officers, agents, employees and volunteers (individually and collectively "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify,

defend, protect, and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suites, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this Agreement.

(b) Consultant acknowledges that City would not enter into this agreement in the absence of this commitment from Consultant to indemnify, defend and protect City as set forth herein. Accordingly, the provisions of this paragraph are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. To the fullest extent permitted by law, Consultant shall (1) immediately defend and (2) indemnify the City, and its council members, officers, employees and agents from and against all liability, injury, damage, claims, suits, actions, arbitration or mediation proceedings, administrative proceedings, regulatory proceedings, litigation costs, losses, penalties, fines, judgments, associated investigation and administrative expenses, other expenses or defense costs of any kind (collectively "Liability"), whether actual, alleged or threatened, actual attorney fees incurred by the City, court costs, interest, defense costs including expert witness costs, costs of alternate dispute resolution, fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation, to, as a consequence of or arising out of or in connection with or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Consultant's performance of this Agreement.

(c) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from the City, shall defend Indemnitees at Consultant's expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 14 of this Agreement shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(d) The provisions of this section do not apply to claims occurring as a result of the City's sole negligence or willful acts or omissions.

13. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit B** "Insurance" which is attached hereto and made a part hereof. All insurance policies shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Consultant agrees to provide the City with copies or required policies upon request.

14. Assignment. The expertise and experience of Consultant is a material consideration for this Agreement. The City has an interest in the qualifications of and capability of the Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or the performance of any of Consultant's duties or obligations under this Agreement, without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void and shall constitute a material breach of this Agreement, entitling the City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement may, with the prior approval of the City Manager, utilize other persons. Consultant, unless otherwise provided in a prior writing signed by the City Manager, will be responsible to compensation such persons.

15. Compliance with Laws. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain and maintain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither the City, nor any of its elected or appointed boards, officials, officers, employees or agents shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

16. Termination of Agreement.

(a) City may terminate this Agreement, with cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately any work in progress.

(b) Consultant may terminate this Agreement at any time upon ten (10) days' written notice to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or the City, all property belonging exclusively to the City which is in Consultant's possession shall be returned to the City. Consultant shall furnish to the City a final invoice.

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

To City: City of Marina
 City Hall
 Attn: City Manager
 211 Hillcrest Avenue
 Marina, California 93933
 Tel: (831) 884-1224

To Consultant : Taygeta Network Security Services Incorporated
Attn: Ms. Shana Kropp, CFO
1340 Munras Ave., Suite 314
Monterey, CA 93940
Tel: 831-641-0645

Notice shall be deemed effective on the date personally delivered or, if by overnight courier on the next business day with confirmation of delivery, or if mailed, three (3) days after deposit of same in the custody of the U.S. postal Service.

18. Modification. No amendment to or modification of this Agreement shall be valid unless made in a writing and approved by the authorized representative of the Consultant and by the City Manager. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

19. Waiver. Waiver by any party to this Agreement of any term or condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.

20. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty (30) days after issuance of the arbitrator's written decision, any party files an action in court.

21. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Monterey. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Jose.

22. Attorney's Fees. In the event of any litigation, controversy, claim, dispute or other proceeding relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief to which it may be entitled, reasonable expenses, attorney's fees and costs.

23. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters address therein and supersedes all other agreements or understanding, whether oral or written, or entered into between Consultant and the City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party, which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

24. Severability. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the City and Tech R Technology Services Corporation have executed this Agreement on the dates written below.

CITY OF MARINA

**TAYGETA NETWORK SECURITY
SERVICES INCORPORATED**

Layne Long
City Manager

Shana Kropp, CFO

DATE: _____ 2016 DATE: _____ 2016

ATTEST: (Pursuant to Resolution No. 2016-___)

Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A - SCOPE OF SERVICES

A. Consultant shall provide network, internet and desktop support to the City of Marina. Assistant may, on occasion, be provided remotely (by remote login or telephone assistance). Consultant will provide complete network documentation. Documentation will occur both while the Consultant is onsite and offsite. Details of work performed will be provided in a weekly report to the City Manager or his designee. Consultant will provide full hardware warranty support for any product purchased through Consultant.

B. The City hereby agrees to engage the Consultant to provide the City with services consisting of:

- Monthly report of Client threat activity and mitigation efforts
- Weekly Vulnerability Scan results
- Asset identification
- Incident Response Reporting
- All critical detections occurring after hours will be sent to all invested parties. Contractor will provide after-hours support on Critical alerts up to 4 hours per month. Any work exceeding this will be billed hourly at the written request of the Client.
- Incident Mitigation including intrusion, virus and malware events
- Antivirus Management
- Cyber Security Training up to 4 times annually as requested by Client
- Firewall Management
- Bi-Monthly IT meetings between Client IT and Contractor to discuss planning, projects and roadblocks.
- Weekly reporting meeting with Client IT Committee to discuss the prior month's cybersecurity activity and plan future projects.

C. The services will also include any other tasks or Special projects which the Parties may agree on in writing and in advance in an amendment to this Agreement. Special projects or tasks that are requested by the City which are above and beyond the List of Services will be discussed and agreed upon before starting. These tasks and projects will be at the contracted hourly rate as stated in 4 (a) Compensation, of this contract, however, the amendment authorizing such other tasks or Special projects may provide that the compensation furnished to the Consultant may result in Consultant exceeding: (1) \$2,040.00 in any seven-day period; and/or (2) \$52,428.00 during the Initial Term of this Agreement; or (3) the maximum compensation set forth in any writing providing for an Extended Term of this Agreement.

EXHIBIT B

INSURANCE

(a) Insurance Requirements. Consultant shall provide and maintain insurance acceptable to the City Attorney, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant. Insurance is to be placed with insurers with a current A.M. Best's rating acceptable to the City. Consultant shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(I) Insurance Services Office form - Commercial General Liability coverage (Occurrence Form CG 0001).

(ii) Insurance Services Office form number CA 0001 (ed.1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(iii) Worker's Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

2. Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

(I) General Liability: \$1,000,000 each occurrence for bodily injury, personal injury and property damage, \$2,000,000 general aggregate.

(ii) Products/completed operations in the amount of \$1,000,000 general aggregate.

(iii) Advertising Injury in the amount of \$1,000,000 general aggregate

(iv) Errors and Omissions or professional liability coverage appropriate to Contractor's profession, in a form and amount approved by the City Attorney and Risk Manager, that covers the services to be performed in connection with this Agreement in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period not less than three years after completion of the services required by this Agreement.

(v) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

- (vi) If Consultant has any employees, Worker's Compensation: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident or disease.
- (b) Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:
 1. All Policies. Each insurance policy required by this Section shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or in limits, except after 30 days prior written notice has been given to the City by certified mail, return receipt requested.
 2. General Liability and Automobile Liability Coverages.
 - (i) City, and its respective elected and appointed Council, commissions, boards, officials, officers and employees, agents and volunteers are to be named and covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; advertising injury; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City and its respective elected and appointed Council, commissions, boards, officials, officers, employees, agents and volunteers.
 - (ii) Consultant's insurance coverage shall be primary insurance with respect to the City, and its respective elected and appointed Council, commissions, boards, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, and its respective elected and appointed Council, commissions, boards, officials, officers, agents, employees and volunteers shall apply in excess of, and not contribute with, Consultant's insurance.
 - (iii) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.
 - (iv) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provide to the City and it respective elected and appointed Council, commissions, boards, officials, officers, employees, agents and volunteers.
 3. Workers' Compensation and Employers' Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against the City, and its respective elected and

appointed Council, commissions, boards, officials, officers, employees, agents and volunteers and agents for losses arising from work performed by Consultant.

(c) Other Requirements. Consultant agrees to deposit with the City certificates of insurance necessary to satisfy the City that the insurance provisions of this Agreement have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to inspect complete, certified copies of all require insurance policies, at any time.

1. Consultant shall furnish certificates and endorsements from each subcontractor or subconsultant, if any, identical to those Consultant provides.

2. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respect the City or its respective elected and appointed Council, commissions, boards, officials, officers, employees, agents and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies or insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

May 13, 2016

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 17, 2016

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-
AUTHORIZING THE CITY MANAGER TO EXECUTE A SIDE LETTER
AGREEMENT BETWEEN THE CITY OF MARINA AND THE MARINA
MANAGEMENT EMPLOYEES ASSOCIATION AUTHORIZING
ADJUSTMENTS TO CITY COMPENSATION PLAN INCLUDING
ADJUSTMENTS TO SALARY AND HEALTH BENEFIT ALLOWANCE
AND OTHER SPECIFIED TERMS AND CONDITIONS OF
EMPLOYMENT SPECIFIED IN THE SIDE LETTER AND
AUTHORIZING THE FINANCE DIRECTOR TO MAKE APPROPRIATE
BUDGET AND ACCOUNTING ENTRIES**

REQUEST:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2016- authorizing the City Manager to execute a side letter agreement between the City of Marina and the Marina Management Employees Association, and;
2. Authorizing adjustments to City Compensation Plan including adjustments to the salary schedule, health benefit allowance and other specified terms and conditions of employment specified in the Side Letter, and;
3. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

The City of Marina and the Marina Management Employees Association have met and conferred and have reached a tentative agreement to a Side Letter amending the current Memorandum of Understanding between the City of Marina and the Marina Management Employees Association.

The City of Marina and the Marina Management Employees Association are also working on compiling all previous Memorandum of Understandings, Side Letters and Addendums into a comprehensive Memorandum of Understanding. When compiled this comprehensive Memorandum of Understanding will be brought back to the City Council for approval.

ANALYSIS:

The attached Side Letter (“**EXHIBIT A**”) extends the current Memorandum of Understanding through June 30, 2017. The parties have agreed to the following terms and conditions of employment:

1. Term
 - a. Expires June 30, 2017
2. PERS Retirement (Employee PERS contribution)

- a. Bargaining unit “Classic employees” shall pay the remaining entire employee contribution towards PERS (3.5%). Effective in the pay period in which the “Classic employee” full employee PERS contribution is shifted to the employee, the employee shall receive a 3.5% salary increase.
3. Salary
 - a. 1% salary increase effective January 1, 2015 (effective in pay period that includes January 1, 2015)
 - b. 2% salary increase effective July 1, 2016 (effective in pay period that includes July 1, 2016)
4. Medical
 - a. Effective January 1, 2016 (or whenever the 2016 medical premiums went into effect) the City shall pay additional medical health insurance premium per month as follows:

i. Employee only:	\$50
ii. Employee + 1:	\$100
iii. Employee + family:	\$130
 - b. Effective January 1, 2017 (or whenever the 2017 medical premiums go into effect) the City shall pay additional medical health insurance premium per month as follows:

i. Employee only:	\$50
ii. Employee + 1:	\$75
iii. Employee + family:	\$100
5. All other terms and conditions of employment contained in the parties MOU, side letters and amendments shall remain in effect.

FISCAL IMPACT:

The estimated fiscal impact for the two year agreement TBD

CONCLUSION:

This request is submitted for City Council approval.

Respectfully submitted,

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A SIDE LETTER AGREEMENT AMENDING THE EXISTING MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MARINA AND THE MARINA MANAGEMENT EMPLOYEES ASSOCIATION (MMEA) AND AUTHORIZE CITY MANAGER TO EXECUTE SIDE LETTER AGREEMENT ON BEHALF OF CITY.

WHEREAS, the existing Memorandum of Understanding between the City of Marina and the Marina Management Employees Association has expired, and;

WHEREAS, the City of Marina and the Marina Management Employees Association have met and conferred and have reached a tentative agreement to approve a Side Letter amending the existing Memorandum of Understanding, and;

WHEREAS, the Side Letter (Exhibit A) amends the Compensation Plan and provides for adjustments to the salary schedule, health benefit allowance and other terms and conditions of employment, and;

WHEREAS, the City of Marina and the Marina Management Employees Association will be compiling all previous Memorandums of Understanding, Side Letters and Addendums into a comprehensive Memorandum of Understanding and will be bringing this back to the City Council for approval, and;

WHEREAS, the term of the new Memorandum of Understanding will expire on June 30, 2017, and;

WHEREAS, all other terms and conditions of employment contained in the parties previous Memorandum of Understanding, Side Letters and Addendums shall remain in effect, and;

WHEREAS, the estimated cost of all salary and benefit adjustments in the Side Letter is approximately \$185,000 over the term of the agreement, and;

WHEREAS, the cost of the proposed salary and benefit adjustments can be funded from on-going revenues from the General Fund.

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

1. Authorize the City Manager to execute a Side Letter agreement between the City of Marina and the Marina Management Employees Association, and;
2. Authorize adjustments to City Compensation Plan including adjustments to the salary schedule, health benefit allowance and other specified terms and conditions of employment specified in the Side Letter, and;
3. Authorize the Finance Director to make appropriate accounting and budgetary entries.

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 17th day of May, 2016, 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

**SIDE LETTER OF AGREEMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MARINA AND
MARINA MANAGEMENT EMPLOYEES ASSOCIATION
May 17, 2016**

This Side Letter of Agreement is entered into by and between the City of Marina and the Marina Management Employees Association effective May 17, 2016 and shall extend the current MOU through June 30, 2017. The parties agree to the following Terms and Conditions:

1. Term
 - a. Expires June 30, 2017

2. PERS Retirement (Employee PERS contribution)
 - a. Bargaining unit "Classic employees" shall pay the remaining entire employee contribution towards PERS (3.5%). Effective in the pay period in which the "Classic employee" full employee PERS contribution is shifted to the employee, the employee shall receive a 3.5% salary increase.

3. Salary
 - a. 1% salary increase effective January 1, 2015 (effective in pay period that includes January 1, 2015)
 - b. 2% salary increase effective July 1, 2016 (effective in pay period that includes July 1, 2016)

4. Medical
 - a. Effective January 1, 2016 (or whenever the 2016 medical premiums went into effect) the City shall pay additional medical health insurance premium per month as follows:

i. Employee only:	\$50
ii. Employee + 1:	\$100
iii. Employee + family:	\$130
 - b. Effective January 1, 2017 (or whenever the 2017 medical premiums go into effect) the City shall pay additional medical health insurance premium per month as follows:

i. Employee only:	\$50
ii. Employee + 1:	\$75
iii. Employee + family:	\$100

5. All other terms and conditions of employment contained in the parties MOU, side letters and amendments shall remain in effect.

CITY OF MARINA

MARINA MANAGEMENT EMPLOYEES
ASSOCIATION

By: _____

By: _____

Date: _____

Date: _____



Marina Fire Department

211 Hillcrest Avenue
 Marina, CA 93933
 Office - 831-275-1700
 FAX - 831-884-1222
 www.marinafire.org



Memorandum

Date: May 12, 2016
 To: Layne Long, City Manager
 From: Doug McCoun, Fire Chief
 Subject: Regional Communications Grant Update

To recap, Council authorized the City of Marina to act as one of the three host agencies, City of Marina, City of Seaside and the City of Monterey, to represent the Monterey County Fire Chiefs and to apply for an Assistance to Firefighters Grant (AFG). The goal of the regional grant request is to replace every Monterey County Fire Departments portable and mobile radios. If all three Cities are successful, Marina is slated to purchase Portable Radios, Monterey and Seaside are going to purchase the remaining portable and mobile radios. We are planning on purchasing our mobile radios through Seaside or Monterey. The Mobile and Portable Radios are comparable in cost, but each agency has quite a few more portable radios versus mobile radios. For example, the Marina Fire Department has 32 portable radios and 17 mobile radios. The county wide estimate to replace the mobile and portable radios is close to \$3 million dollars, each host agency is eligible to receive a maximum of \$1 million dollars.

The original agreement among the Fire agencies was for the participating agencies to pay the host agencies cost share to compensate the host agency for administrating the grant. This practice has been in place since we have applied for and received regional grants. When this item was brought to council for approval, one of the questions we received from Council was if this arrangement was equitable between different size agencies or in other words, was a bigger agency such as Monterey paying the same proportionately as a smaller agency. For example if Marina purchased 30 radios, the 10% cost share would be approximately \$27,000 that the participating agencies would pay for and if Monterey purchased 80 radios the participating agencies would pay \$64,000. Based on the questions raised, the 3 host city Fire Chiefs met and decided that there could be a better, more equitable way to distribute the cost share.

We came up with a formula that compensates the host agency and protects the smaller agencies from paying more than a larger agency. The agreement is that a participating agency will pay a maximum of 16.5% towards the cost share. This breaks down to 10% for the Grant match, 5% to the host agency and 1.5% to the Grant writer/administration. This way a larger agency who orders a lot of equipment cannot charge more than 5% for their cost share and will be compensated the same as a smaller agency who orders a smaller amount. This formula was also taken to the Fire Chiefs Association where it was voted on to be the model for all regional grants from this point forward.

Now that we have an agreement which is more equitable for all agencies and caps the cost each agency will have to pay, we are ready to sign and have signed the MOU's which need to be on file with the host agency. We have on file the signed MOU's from Monterey and Seaside plus other agencies. We are ready to sign the MOU for Monterey and Seaside. The MOU's need to be on file by the end of May to ensure that if we are awarded the Grant, we can accept it. Without the MOU's on file, the host agency will miss the grant opportunity if contacted by the AFG.

Respectfully,

Doug McCoun
Fire Chief

May 12, 2016

Item No. **9a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 17, 2016

CITY COUNCIL CONSIDER OPENING PUBLIC HEARING, TAKING ANY TESTIMONY FROM THE PUBLIC AND CONSIDER INTRODUCING ORDINANCE NO. 2016-, AMENDING CHAPTER 3.26 OF THE MARINA MUNICIPAL CODE REGARDING MITIGATION FEES FOR NEW DEVELOPMENT WITHIN THE CITY OF MARINA

REQUEST:

It is requested that the City Council consider:

1. Open the public hearing and take any testimony from the public, and;
2. Consider introducing Ordinance No. 2016-, amending chapter 3.26 of the Marina Municipal Code regarding mitigation fees for new development within the City of Marina.

BACKGROUND:

At the regular meeting of July 17, 2007, the City Council held a public meeting to receive any public comments regarding the proposed update to the City's Public Facilities Impact Fee (PFIF) Study.

At the regular meeting of August 7, 2007, the City Council passed and adopted Ordinance No. 2007-10, amending Chapter 3.26 of the Marina Municipal Code regarding mitigation fees for new development.

At the regular meeting of May 17, 2011, the City Council held a public meeting to receive any public comments regarding the proposed update to the City's PFIF study.

At the regular meeting of June 7, 2011, the City Council passed and adopted Ordinance No. 2011-02, amending Chapter 3.26 of the Marina Municipal Code regarding mitigation fees for new development.

At the regular meeting of April 19, 2016, the City Council adopted Resolution 2016-50, making available the Development Impact Fee Study in accordance with Marina Municipal Code Chapter 3.26.

On May 3, 2016, the City Council adopted Resolution No. 2016-63, receiving informational presentation and setting public hearing for May 17, 2016 on proposed intention to amend chapter 3.26 of the Marina Municipal Code regarding mitigation fees for new development within the City of Marina. The City Council added to the adopted motion for staff to provide an exhibit showing the effects on the updated impact fee schedule should the Cypress Knolls development agreement and associated impact fee contributions be removed.

ANALYSIS:

The Public Facilities Impact Fee Study (Study) report (“**EXHIBIT A**”) updates all five (5) City public facilities impact fee programs for public building facilities, public safety facilities, roadways, intersections and parks.

The purpose of the Study is to re-evaluate and update the fees developed from the 2011 study to incorporate the adopted Capital Improvement Program (CIP) projects and additional recommended projects.

Neither FORA projects nor FORA fees are included in the City of Marina Public Facilities Impact Fees, hence there is no “double collection” of fees for required improvements. The Public Facilities Impact Fees are based on future infrastructure requirements because of future development projects. These future projects are included in the current General Plan boundary of the City. No funds are collected for existing deficiencies. The Fees include the cost of Master Plan and Fee updates.

On May 12, 2016, staff received a memorandum addressing the City Council’s request for evaluation of the fee difference to the Impact Fee schedule should Cypress Knolls be removed from the fee calculations. The memorandum and subsequent comparison table are attached as “**Exhibit B**”.

Chapter 3.26.070 of the Marina Municipal Code requires all fees and charges adopted or increased set by ordinance pursuant to Government Code Section 66016 and shall take effect sixty (60) days following adoption of the ordinance.

The following schedule of regular City Council meetings will satisfy the requirements of Chapter 3.26.070 in updating the fee schedule and ordinance:

- May 17, 2016 – A public hearing will be held at which the ordinance revision will be introduced satisfying MMC 3.26.070(B)(4).
- June 7, 2016 – The second reading of the ordinance revision will be made along with adoption of the ordinance. The new fees would then become effective sixty (60) days after adoption.

FISCAL IMPACT:

Adoption of the proposed development impact fees will provide revenue to fund the development driven projects.

CONCLUSION:

This request is submitted for City Council’s approval.

Respectfully submitted,

Edrie Delos Santos, PE
Senior Engineer, Engineering Division
Community Development Department
City of Marina

REVIEWED/CONCUR:

Nourdin Khayata, PE
Acting City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina

ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY OF MARINA AMENDING CHAPTER 3.26
OF THE MARINA MUNICIPAL CODE REGARDING
MITIGATION FEES FOR NEW DEVELOPMENT

WHEREAS, the Mitigation Fee Act, at Sections 66000 and following of the California Government Code, provides authority for imposing and charging mitigation fees; and

WHEREAS, in accordance with Chapter 3.26 of the Municipal Code, the Community Development Director has caused to be prepared and has reviewed a revised version of the “Development Impact Fee Study” initially prepared by RBF Consulting on, dated July 20, 2007 (the “Initial Study”), as updated by RBF Consulting on April 25, 2011, and further updated by Kimley Horn & Associates, Inc. on April 4, 2016 (the “Updated Study”), incorporated herein by this reference, and on file in the office of the Public Works Division and City Clerk; and

WHEREAS, the Updated Study evaluates the impacts of contemplated future development on existing public facilities, public safety, transportation (roadways and intersections), and parks (collectively “Facilities”) in the City of Marina along with an analysis of the need for new Facilities and improvements required by new development, sets forth the reasonable relationship between such needs and the impacts of the various types of development pending or anticipated for which this fee is charged and describes the estimated costs of those improvements and the continued need for those improvements; and

WHEREAS, the update to the Initial Study by RBF Consulting was necessary due to changes in the City’s Capital Improvement Program, necessitating revision of the “Development Impact Fee Roadway Mitigation Costs” and “Development Impact Fee Intersections Project Costs” due to mitigation measures required by environmental impact reports, recent litigation and revised cost estimates all of which occurred or were determined subsequent to the completion of the Initial Study; and

WHEREAS, a duly noticed public meeting regarding the mitigation fees recommended by the update to the Study was held before this Council pursuant to Section 3.26.070B.1 of the Municipal Code and California Government Code Section 66016 on May 3, 2016, and the Updated Study was made available to the public at least 10 days prior to the meeting; and

WHEREAS, a duly noticed public hearing regarding the mitigation fees recommended by the Updated Study was held before this Council pursuant to Section 3.26.070B.4 of the Municipal Code and California Government Code Section 66018 on May 17, 2016.

THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES FIND AS FOLLOWS:

a) Having reviewed and considered the Updated Study and the testimony and materials presented at the public hearing, this Council approves and accepts the Updated Study and further finds that new development in the City of Marina will generate additional population within the City and will impact the Facilities defined and analyzed in the Updated Study.

b) There is a need in the City of Marina for Facilities that have not been constructed, or have been constructed but for which new development has not contributed its fair share of facility costs, and said Facilities have been called for in or are consistent with Updated Study. The cost estimates set forth in the Updated Study are the reasonable cost estimates in 2015 dollars for constructing these Facilities, and the fees expected to be generated by new development will not exceed the total of these costs.

d) The facts and evidence presented establish that there is a reasonable relationship between the need for the described Facilities and the impacts of the types of development described herein by Table 1.2, Exhibit A, herein adopted, and there is a reasonable relationship between the fee's use and the type of development for which the fee is charged, as these reasonable relationships and nexus are in more detail described in the Updated Study.

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

1. Section 3.26.050 Amended: Section 3.26.050 of Chapter 3.26, entitled

“Payment of Fees” is hereby amended to read in its entirety as follows:

“3.26.050 Payment of fees.

For new development, mitigation fees shall be charged and payable as set out in Table 1.2 of this chapter, as set forth in the attached one (1) page, marked Exhibit “A,” and incorporated herein by this reference thereto. The director shall determine, based on the type of development, the corresponding fee to be paid pursuant to this chapter. Except as otherwise provided by law or development agreement, the fees shall be paid at the time of issuance of any building permit for new development within the city.

2. **Effective Date.** This ordinance shall take effect and be in force sixty (60) days from and after its final passage.

3. **Posting of Ordinance.** Within fifteen (15) days after the passage of this ordinance, the City Clerk shall cause it to be posted in the three (3) public places designated by resolution of City Council.

4. Any fee, ordinance or resolution previously adopted in conflict with this Ordinance hereby is repealed as to any portion thereof in conflict with this Ordinance.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on 17th day of May 2016, and was passed and adopted at a regular meeting duly held on the 7th day of June 2016, by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

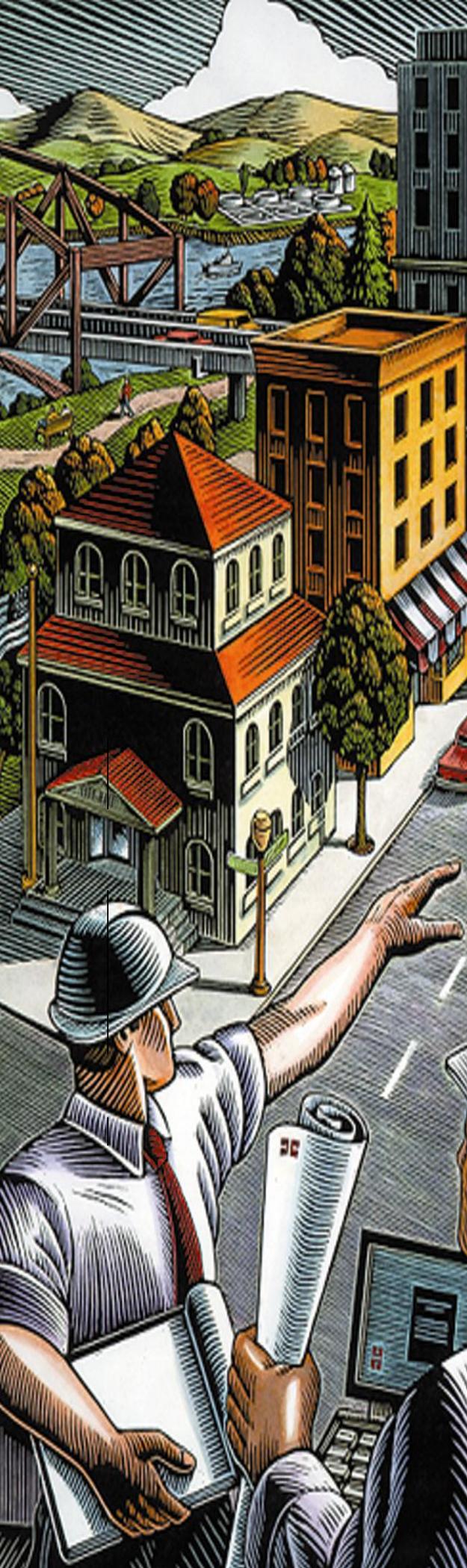
ATTEST:

Anita Sharp, Deputy City Clerk

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Table 1.2: Development Impact Fee Summary

Land Use	Public Buildings Fee	Public Safety Fee	Roadways Fee	Intersections Fee	Parks Fee	Total Fee ¹
Residential						
Single Family Dwelling Units	\$3,313	\$559	\$ 6,790	\$ 1,595	\$ 6,217	\$ 18,474
Senior Homes	\$2,208	\$373	\$ 2,625	\$ 616	\$ 4,145	\$ 9,967
Assisted Living - Senior	\$1,227	\$207	\$ 1,883	\$ 442	\$ 2,303	\$ 6,062
Multi-Family Dwellings	\$3,067	\$518	\$ 4,743	\$ 1,114	\$ 5,757	\$ 15,199
Mobile Home Park	\$3,067	\$518	\$ 3,559	\$ 836	\$ 5,757	\$ 13,737
Campground/RV Park	\$3,067	\$518	\$ 1,926	\$ 452	\$ 5,757	\$ 11,720
Non-residential						
Office/Research	\$169	\$345	\$ 7,867	\$ 1,848	\$ -	\$ 10,228
Retail/Service	\$101	\$207	\$ 13,221	\$ 3,105	\$ -	\$ 16,634
Industrial	\$34	\$69	\$ 4,971	\$ 1,167	\$ -	\$ 6,241
Hotel	\$46	\$93	\$ 5,827	\$ 1,369	\$ -	\$ 7,334
Church	\$34	\$69	\$ 6,497	\$ 1,526	\$ -	\$ 8,126
Day Care Center	\$135	\$276	\$ 52,820	\$ 12,405	\$ -	\$ 65,636
Animal Hospital/Veterinary Clinic	\$202	\$414	\$ 33,663	\$ 7,906	\$ -	\$ 42,186
Medical/Dental Office Building	\$202	\$414	\$ 25,768	\$ 6,052	\$ -	\$ 32,437
Casino/Video Lottery	\$202	\$414	\$ 95,783	\$ 22,496	\$ -	\$ *
Casino	\$202	\$414	\$ 28,122	\$ 6,605	\$ -	\$ *
Notes:						
¹ Fee in this table refers to "fee per dwelling unit or mobile home park/campground/RV space," "fee per 1,000 square feet of building space or gaming space," and "fee per hotel room."						
* Specifically for the Casino uses, the fees for Public Buildings, Public Safety, and Parks are based on the 1,000 square feet of gaming area, while Roadways and Intersection fees are based on 1,000 square feet of building space, excluding hotel uses.						



FINAL REPORT

Development Impact Fee Study – 2016 Update

for the



Prepared by:

Kimley»Horn

Prepared: July 20, 2007

Updated: April 25, 2011

Updated: April 4, 2016

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Table of Contents

Table of Contents *i*

List of Tables *ii*

List of Figures..... *ii*

Chapter 1..... **1**

Development Impact Fee Analysis **1**

Introduction 1

Study Objectives..... 1

Mitigation Fee Act 2

Organization of the Report..... 2

Fee Area 3

Population Projections..... 5

Chapter 2..... **10**

Public Building Facilities..... **10**

Service Population 10

Facility Standards and Fee 11

Facility Costs to Accommodate Growth..... 11

Implementation 11

Chapter 3..... **16**

Public Safety Facilities..... **16**

Service Population 16

Facility Standards and Fee 16

Facility Costs to Accommodate Growth..... 17

Implementation 17

Chapter 4..... **21**

Transportation Facilities **21**

Trip Generation 21

Transportation Projects Inventory..... 21

Transportation Development Impact Fee Calculations..... 21

Transportation Fee Summary..... 22

Implementation 22

Chapter 5..... **25**

Parks Facilities..... **25**

Service Population 25

Facility Standards and Fee 25

Facility Costs to Accommodate Growth..... 25

Implementation 26

Appendix A..... **29**

Appendix B..... **30**

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

List of Tables

Table 1.1: New Development Impact Fee Area Land Use and Population Estimates7
Table 1.2: Development Impact Fee Summary.....8
Table 1.3: Estimated Impact Fee Revenue Summary by Program at Build-Out.....9
Table 2.1: Public Buildings Facilities Fee – Population Projections10
Table 2.2: Public Buildings Unit Costs.....13
Table 2.3: Public Buildings Development Impact Fee14
Table 2.4: Estimated Revenues Public Buildings Development Impact Fee.....15
Table 3.1: Public Safety Facilities Fee - Population Projections16
Table 3.2: Public Safety Facilities Unit Costs.....18
Table 3.3: Public Safety Facilities Development Impact Fee19
Table 3.4: Estimated Revenues Public Safety Development Impact Fee.....20
Table 4.1: Trip Generation for Transportation Development Impact Fee23
Table 4.2: Transportation Development Impact Fee per Unit Calculations23
Table 4.3: Transportation Development Impact Fee Summary24
Table 4.4: Estimated Revenues Transportation Development Impact Fee24
Table 5.1: Parks Facilities Fee - Population Projections.....25
Table 5.2: Parks Unit Costs27
Table 5.3: Parks Development Impact Fee27
Table 5.4: Estimated Revenues Parks Development Impact Fee28

List of Figures

Figure A: City of Marina Development Impact Fee Area Map.....5

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Chapter 1

Development Impact Fee Analysis

Introduction

This report is the second update to the *2007 Development Impact Fee Study* (RBF Consulting, July 20, 2007). The first update was prepared in 2011, *Development Impact Fee Study – 2010 Update* (RBF Consulting, April 25, 2011). The 2007 report presented an update of the analysis of the need for facilities to accommodate new development in the City of Marina and addressed five City development impact fee programs: Public Building Facilities, Public Safety Facilities, Roadways, Intersections and Park Facilities. The City currently imposes development impact fees on new development for all five of these programs. The City of Marina recently completed an update of their Capital Improvement Program (CIP) and it is currently being adopted.

The purpose of the Development Impact Fee Study – 2016 Update is to re-evaluate and update the fees developed from the 2011 study to incorporate the adopted CIP projects and additional recommended projects.

Study Objectives

The City of Marina is a rapidly growing community with planned development in several areas of the City, most notably the 1500 acres of former Fort Ord, which will be developed over the next 15-20 years. In order to provide adequate public facilities, the City must update the development impact fee on a regular basis. This study updates five of the City's development impact fees, which are described in more detail in the following chapters.

This report does not address all fees that will be required from developers for improvements not included in the Fee Program. Fees such as those associated with schools, The Fort Ord Reuse Authority (FORA), farmland preservation, or habitat conservation plans, are outside the scope of this project and have separate development fee agreements with the City of Marina. Development associated with California State University – Monterey Bay (CSUMB) is excluded from the Fee Program due to the peremptory writ of mandate issued by the California Superior Court (see copy of writ in Appendix A and additional discussion in Fee Area section at the end of this chapter).

The *Regional Impact Fee Nexus Study Update* (Transportation Agency for Monterey County, March 26, 2008) identified funding for the following project on the City's CIP list: widening of Imjin Parkway from Reservation Road to Imjin Road.

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Mitigation Fee Act

Over the last 30 years, the changing fiscal situation in California has steadily under-funded local infrastructure. Accordingly, many cities have adopted a policy of “growth pays its own way,” requiring new development to fund infrastructure expansion through the imposition of public facilities fees, also known as development impact fees.

As a result of the widespread imposition of public facilities fees at the local level, the State Legislature passed the *Mitigation Fee Act* (Assembly Bill 1600) in 1988. The *Act*, contained in *California Government Code* Section 66000 *et seq.*, established ground rules for the imposition and administration of impact fee programs. The *Act* became law in January 1989 and requires local governments to document the following when adopting an impact fee:

1. Identify the purpose of the fee;
2. Identify the use of fee revenues;
3. Determine a reasonable relationship between the use of the fee and the type of development paying the fee;
4. Determine a reasonable relationship between the need for the fee and the type of development paying the fee; and
5. Determine a reasonable relationship between the amount of the fee and the cost of the facility attributable to development paying the fee.

In summary, a fee cannot be more than the cost of the public facility needed to accommodate the new development paying the fee, and the fee revenues can only be used for their intended purpose.

Organization of the Report

The first step in determining an impact fee begins with the selection of a planning horizon and the identification of projects needed to support the projected population and employment. These projections are used throughout the analysis of various facility categories.

Chapters 2 through 5 are devoted to documenting the following fees:

- Chapter 2 - Public Building Facilities Impact Fee - city hall, public works, and community center facilities
- Chapter 3 - Public Safety Facilities Impact Fee - police and fire facilities
- Chapter 4 - Transportation (Roadways & Intersections) Facilities Impact Fees
- Chapter 5 - Parks Facilities Impact Fee

Each chapter is organized under the following sections to clearly document the requirements of the *Mitigation Fee Act* discussed above:

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

- The chapter begins with a statement identifying the purpose of the fee by stating the types of facilities that would be funded.
- The *Service Population* section identifies whether only residents or both residents and businesses benefit from the facilities in the associated category. It identifies the appropriate population figures to use in the analysis, and also accounts for anticipated populations from those developments that have existing development agreements (DA's) with the City. For transportation facilities, the *Trip Generation* section defines the benefit relationship on the basis of daily vehicle trips rather than on service population.
- The *Facility Standards and Fee Schedule* section establishes a reasonable relationship between the need for the fee and type of development paying the fee. This section also establishes a reasonable relationship between the amount of the fee and the cost of the facility attributable to development paying the fee. Using a common factor for facility costs per capita or level of service, the schedule ensures that each development project pays its fair share of total facility costs. For Transportation facilities, the *Proportionate Share and Fee Schedule* section defines the relationship based on land use types.
- The *Facility Costs to Accommodate Growth* section establishes a reasonable relationship between the use of the fee revenues and the type of development paying the fee. This section also estimates the total facility costs associated with new development over the planning horizon. These costs equal the revenues that would be collected through the impact fee. Programming of revenues to specific projects would be done through the City's annual capital improvement planning and budget process.
- The *Implementation* section provides recommendations for the ongoing administration of the fee. The recommendations are meant to ensure compliance with the *Act*, and to ensure that fees are adjusted for inflation.

Fee Area

The areas of the City to which the fees will apply are shown in Figure A. This area includes the current City of Marina General Plan Boundary. The fee area includes the following approved and pending projects:

- Airport Business Park
- Airport EDC Parcel
- California State University Monterey Bay Campus expansion
- Cypress Knolls
- Downtown Redevelopment Plan
- The Dunes
- Imjin Office Park (remaining phases)
- K-8 School, Marina High, Marina Joint Use Facility

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

- Marina Station
- Marina Heights
- MPC Satellite Campus Phase II
- MBEST

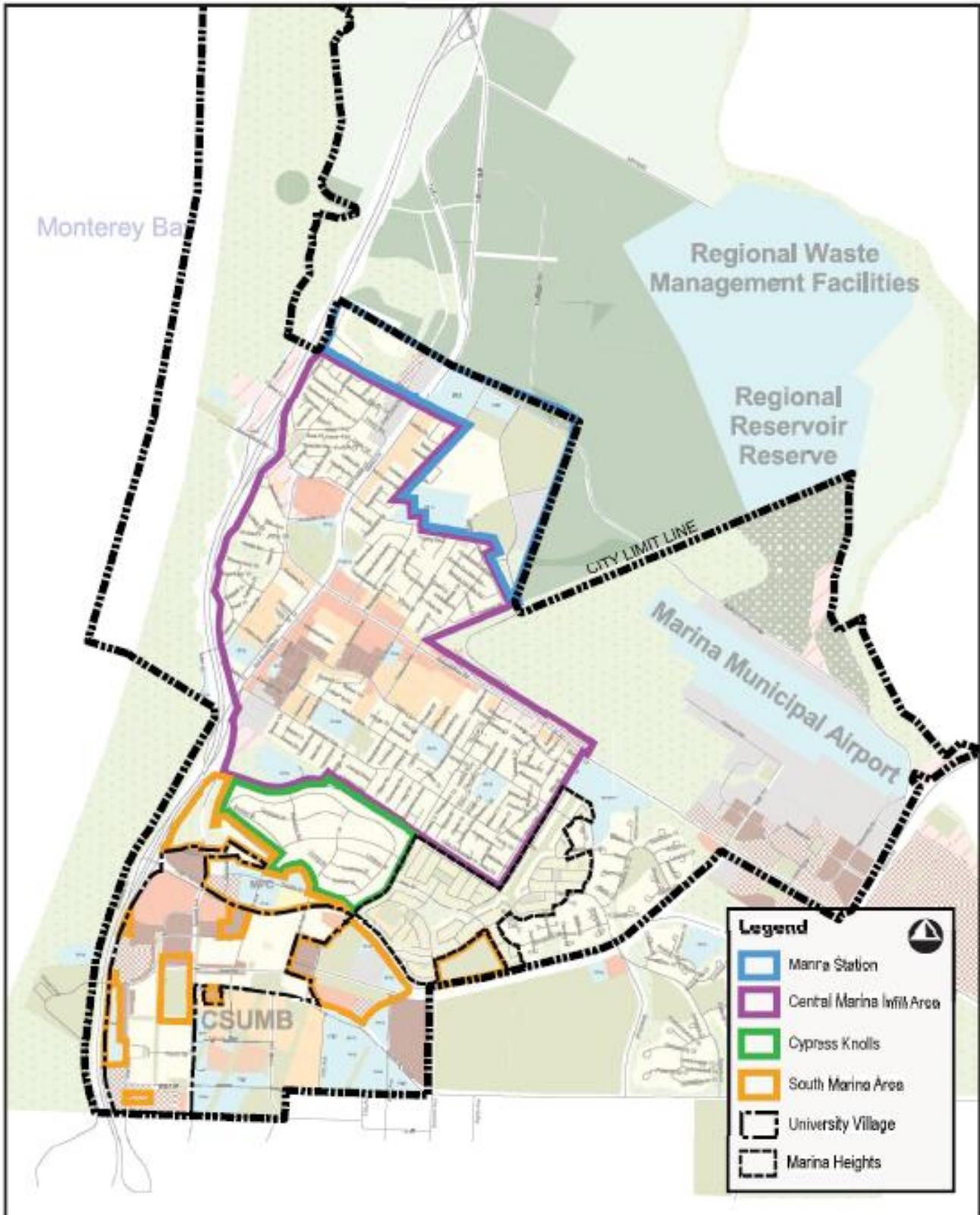
The fee area is anticipated to develop through the year 2020 and beyond. The Cypress Knolls, Marina Heights and Dunes projects have separate Development Agreements with the City for payment of fees. Their contributions are thus subtracted from the total cost of establishing a nexus, and the remainder of the cost is divided between the new General Plan buildout projects.

As stated in the September 14, 2009 Peremptory Writ of Mandate from California Superior Court (a copy of Writ is included in Appendix A), California State University-Monterey Bay was directed by the CSU Trustees to take all measures to ensure that the campus trip counts do not exceed the mitigation threshold of 4,361 additional trips over the baseline traffic level. If the CSUMB trips near this mitigation threshold, CSUMB would be required to increase transportation demand management measures or limit development. In the event that CSUMB trips exceed the mitigation threshold of 4,361 trips, further environmental review will be required. CSUMB will be required to adopt a TDM plan to reduce vehicle trips, to seek approval from Trustees to exceed the 4,361 trip threshold, and report to the Chancellor, FORA, and City of Marina any measures or modifications to the TDM plan to address an increase in trip levels. Thus according to the writ, this commitment shall be construed as an enforceable mitigation measure under Public Resources Code §21081.6. Therefore, development associated with CSUMB was excluded from the Impact Fee Program due to the agreement outlined in the writ.

The Cypress Knolls project has established fees for public building facilities, public safety, roadways and intersections, and parks. The list of all approved and pending projects included in the fee program are listed in **Table 1.1**.

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Figure A: City of Marina Development Impact Fee Area Map



DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Population Projections

The population estimates for the approved and pending developments were estimated by applying density factors for the number of people per dwelling unit (DU) to each of the residential land uses. The number of workers was estimated using density factors based on the number of building square feet for each worker. The land use, population, and employment estimates are summarized in **Table 1.1**. It is estimated that the growth in the impact fee area will increase the City population by approximately 9,500 people and will generate about 5,500 new jobs.

Development Impact Fees

Table 1.2 presents a summary of the updated development impact fees for the City of Marina in 2015 U.S. Dollars. Chapters 2 through 5 of the report provide a detailed discussion of how these fees were calculated.

The estimated revenue projected with build-out of all approved and pending projects within each fee program is shown in **Table 1.3**.

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Table 1.1: New Development Impact Fee Area Land Use and Population Estimates

Projects ¹	Single Family	Assisted Living	Multi-Family	Office/Research	Retail Service	Industrial	Hotel	Resident	Worker
	Units	Units	Units	sq. ft	sq. ft	sq. ft	Rooms	Population	Population
Airport Business Park				87,500		87,500		0	350
Airport EDC Parcel								0	0
Downtown/Imjin Office Park/Other (2011 DIF Update)			2,400	149,476	252,000			6,000	1,002
Downtown/Imjin Office Park/Other (Funded Since 2011 DIF Update) ²	-4	-22	-174	-20,423				-468	-68
K-8 School, Marina High, Marina Joint Use Facility								0	0
Marina Station	816		688	143,808	60,000	651,624		3,923	1,034
MPC Satellite Campus Phase II								0	0
MBEST				676,000	287,000	326,000	150	0	3,180
Subtotal Units, sq. ft, and Beds	812	-22	2,914	1,036,361	599,000	1,065,124	150		
Density ³	2.7	1.0	2.5	300	500	1,500	0.9		
Total Population ⁴								9,455	5,498
Notes:									
¹ Only housing and commercial projects included in DIF fee calculations for Public Buildings, Public Safety, and Parks. All projects included in DIF fee calculations for roadway and intersection improvement projects. Dunes, Marina Heights, Cypress Knolls, and CSUMB projects have developer's agreements or other agreements to contribute fees and are not included in the DIF program.									
² Includes: Carmel Avenue Single Family Dwellings, Guest House Everett Circle Assisted Living, BLM Office, AMCAL Multi-Family Dwellings (Buildings A, B, and C), Dialysis Clinic, and Rockrose Garden Assisted Living.									
³ Numbers are from the Keyser Marston Associates Report 4-A dated August 28, 2005. Non-residential numbers are based on number of square feet per employee averages commonly used in the industry.									
⁴ Estimated population derived by applying density factors to size of new development.									

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Table 1.2: Development Impact Fee Summary

Land Use	Public Buildings Fee	Public Safety Fee	Roadways Fee	Intersections Fee	Parks Fee	Total Fee ¹
<i>Residential</i>						
Single Family Dwelling Units	\$3,313	\$559	\$ 6,790	\$ 1,595	\$ 6,217	\$ 18,474
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* Specifically for the Casino uses, the fees for Public Buildings, Public Safety, and Parks are based on the 1,000 square feet of gaming area, while Roadways and Intersection fees are based on 1,000 square feet of building space, excluding hotel uses.						

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Table 1.3: Estimated Impact Fee Revenue Summary by Program at Build-Out

Facility Type	Citywide Revenue
Public Facilities	\$ 11,878,736
Public Safety	\$ 2,528,641
Roadways	\$ 53,513,854
Intersections	\$ 12,568,291
Parks	\$ 21,772,574
Total Revenue	\$ 102,262,096
Notes: 2015 US Dollars	

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

**Chapter 2
Public Building Facilities**

This chapter presents an analysis of the need for public building facilities to accommodate new development in the City of Marina. These public buildings include city hall, public works and community center facilities. A fee is presented based on the cost of these facilities to ensure that new development provides adequate funding to expand these facilities to meet its needs.

Service Population

City Hall and Public works facilities serve both homes and businesses citywide. Consequently, a service population that includes both residents and workers reasonably represents the need for these facilities.

Community center facilities serve primarily residents in the City by providing space for recreation and similar programs. Consequently, a service population that only includes residents and not workers reasonably represents the need for these facilities. As population grows with new development, so does demand for recreation services provided by these facilities.

Table 2.1 shows the estimated future service population for public building facilities for 2020 and beyond. In calculating the service population, workers are weighted less than residents to reflect lower per capita service demand. Nonresidential buildings are typically occupied less intensively than dwelling units, so it is reasonable to assume that average per worker demand for services is less than average per-resident demand. The 0.24-weighting factor for workers is based on a 40-hour workweek divided by a total of 168 hours in a week.

Table 2.1: Public Buildings Facilities Fee – Population Projections

Timeframe	Residents	Workers	Ratio of Workers/Residents	Equivalent Resident¹	Total Service Population²
Total New Development (Table 1.1)	9,455	5,498	0.24	1,320	10,775
Notes:					
¹ Equivalent resident calculated by multiplying workers by ratio of workers/residents.					
² Total service population includes residents and equivalent residents.					

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Facility Standards and Fee

Per capita facility standards are used in calculating the impact fee to ensure a reasonable relationship exists between new development and the need for new city hall, public works, and community center facilities.

As indicated in the **Appendix B**, the 5-year Capital Improvement Project (CIP) list includes several public facilities buildings (Civic Center, Senior Center, and Dunes PBC Rehab) that will be funded by the impact fee program. The total funded cost for these facilities is presented in **Table 2.2**. As noted in the previous section, several projects (Dunes, Marina Heights, and Cypress Knolls) have developer agreements (DA) and will be contributing fees towards the Public Facilities program in addition to the other fee programs. Thus, their anticipated revenues were indexed for inflation (from Year 2010 to 2015 resulting in an average increase of approximately 8.7 percent) and credited against the total funded costs. The resulting balance was allocated to the approved and pending projects in the fee program.

The costs associated with the future City Hall and Public Works facilities were divided by the service population that included both residents and workers (equivalent residents) to obtain a per capita cost. Since the future community facilities will be used by residents only, the costs were divided by the service population that only included residents. The resulting cost per resident of \$1,226.91 was obtained by adding the two costs attributable to residents i.e., costs for City Hall and Public Works facilities (\$210.94) and costs for future community facilities (\$1,015.97) together. The cost per worker is \$50.62 (0.24×210.94).

The cost per capita was then multiplied by the density assumptions to determine a fee for each land use, as shown in **Table 2.3**. It should be noted that the Public Building Facilities fee for the Casino uses is based on the “gaming” area rather than total building space.

Facility Costs to Accommodate Growth

Table 2.4 provides an estimate of the total revenue that will be generated at build-out in 2020 and beyond. The City would maintain a reasonable relationship between new development and the use of fee revenues by funding a variety of projects to expand city hall, public works, and community center facilities during this period.

Implementation

The public buildings impact fee would be collected at the time of building permit issuance. To implement the fee the City should:

- Annually update a capital improvement plan to indicate the specific use of fee revenues for facilities to accommodate growth;
- Comply with the annual and five-year reporting requirements of *Government Code 66000 et seq.*; and

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

- Identify appropriate inflation indexes in the fee ordinance and allow an inflation adjustment to the fee annually.

For the inflation indexes, the City should use separate indexes for land and construction costs. Calculating the land cost index may require use of a property appraiser every several years. The construction cost index can be based on the City's recent capital project experience or taken from any reputable source, such as the *Engineering News Record* (ENR).

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Table 2.2: Public Buildings Unit Costs

Description	Service Population (Capita)	Cost	Cost per Capita
Future City Hall & Public Works Facilities (residents & resident equivalent)			
Amount to be Funded by Impact Fee Program (Civic Center)		\$ 8,200,000	
TIF Fees Paid (02/13/2012 to October 26, 2015) ¹		\$ (57,295)	
Contribution from Dunes Agreement ²		\$ (3,695,230)	
Dunes Fees Paid ³		\$ 341,396	
Contribution from Marina Heights Agreement ⁴		\$ (1,252,777)	
Contribution from Cypress Knolls Agreement ⁵		\$ (1,263,350)	
Subtotal Impact Fee Program Funding after Contributions (A)	10,775	\$ 2,272,743	\$ 210.94
Future Community Center Facilities (residents only)			
Amount to be Funded by Impact Fee Program (Senior Center, Dunes PBC Rehab)		\$ 10,950,000	
TIF Fees Paid (02/13/2012 to October 26, 2015) ¹		\$ (227,100)	
Contribution from Dunes Agreement ²		\$ (746,152)	
Dunes Fees Paid ³		\$ 137,310	
Contribution from Marina Heights Agreement ⁴		\$ (252,965)	
Contribution from Cypress Knolls Agreement ⁵		\$ (255,100)	
Subtotal Impact Fee Program Funding after Contributions (B)	9,455	\$ 9,605,993	\$ 1,015.97
Total Capita Cost per Resident (A + B)			\$ 1,226.91
Total Capita Cost per Worker (A) x Weighting Factor (0.24)			\$ 50.62
Notes:			
¹ Fees paid include: Carmel Avenue Single Family Dwellings, Guest House Everett Circle Assisted Living, BLM Office, AMCAL Multi-Family Dwellings (Buildings A, B, and C), Dialysis Clinic, and Rockrose Garden Assisted Living.			
² Anticipated contribution per developer agreement (see Exhibit D of July 20, 2007 Development Impact Fee Study) and indexed for inflation.			
³ Dunes fees paid include: Dunes Housing Single Family Dwellings (75 units), VA clinic (148.401 KSF), University Village Multi-Family Dwellings (108 units).			
⁴ Anticipated contribution per developer agreement (see Exhibit E of July 20, 2007 Development Impact Fee Study) and indexed for inflation.			
⁵ Anticipated contribution per developer agreement (see Exhibit F of July 20, 2007 Development Impact Fee Study) and indexed for inflation.			

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Table 2.3: Public Buildings Development Impact Fee

Land Use	Units	Cost per Capita	Density ¹	Total Fee per Dwelling Unit or 1,000 sq. ft of Building Space ²
Residential				
Single Family Dwelling Units	Dwelling Unit	\$ 1,226.91	2.70	\$ 3,313
Senior Homes	Dwelling Unit	\$ 1,226.91	1.80	\$ 2,208
Assisted Living - Senior	Dwelling Unit	\$ 1,226.91	1.00	\$ 1,227
Multi-Family Dwellings	Dwelling Unit	\$ 1,226.91	2.50	\$ 3,067
Mobile Home Park ³	Space	\$ 1,226.91	2.50	\$ 3,067
Campground/RV Park ³	Space	\$ 1,226.91	2.50	\$ 3,067
Non-Residential⁴				
Office/Research	1,000 sq. ft	\$ 50.62	300	\$ 169
Retail/Service	1,000 sq. ft	\$ 50.62	500	\$ 101
Industrial	1,000 sq. ft	\$ 50.62	1500	\$ 34
Hotel	Hotel Room	\$ 50.62	0.90	\$ 46
Church ⁵	1,000 sq. ft	\$ 50.62	1500	\$ 34
Day Care Center ⁶	1,000 sq. ft	\$ 50.62	375	\$ 135
Animal Hospital/Veterinary Clinic ⁷	1,000 sq. ft	\$ 50.62	250	\$ 202
Medical/Dental Office Building ⁸	1,000 sq. ft	\$ 50.62	250	\$ 202
Casino/Video Lottery ⁹	1,000 gaming sq. ft	\$ 50.62	250	\$ 202
Casino ⁹	1,000 gaming sq. ft	\$ 50.62	250	\$ 202
Notes:				
¹ Density is "persons per dwelling unit or mobile home park/campground/RV space," "square foot per worker," "workers per hotel room," and "gaming square foot per worker).				
² Fee in this table refers to "fee per dwelling unit or mobile home park/campground/RV space," "fee per 1,000 square feet of building space or gaming space," and "fee per hotel room."				
³ Assumed same density as Multi-family Dwelling.				
⁴ Non-residential fees only pay for City Hall & Public Works facilities.				
⁵ Density estimated based on Synagogue data in ITE Trip Generation (Institute of Transportation Engineers, 9th Edition).				
⁶ Density estimated based on data in ITE Trip Generation (Institute of Transportation Engineers, 9th Edition).				
⁷ Assumed same density as medical office building.				
⁸ Density estimated based on Orange County Subarea Modeling Guidelines Manual, July 2005.				
⁹ Density assumed as an average from three casinos in Las Vegas, Nevada.				

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Table 2.4: Estimated Revenues Public Buildings Development Impact Fee

Description	Revenue
Citywide Fee Revenue (Future City Hall & Public Works Facilities)	
Service Population Growth (to 2020+) ¹	10,775
Citywide Facilities Cost per Capita ²	\$ 210.94
Total Fee Revenue City Hall & Public Works	\$ 2,272,743
Citywide Fee Revenue (Future Community Center Facilities)	
Service Population Growth (to 2020+) ¹	9,455
Citywide Facilities Cost per Capita ²	\$ 1,015.97
Total Fee Revenue City Hall & Public Works	\$ 9,605,993
TOTAL PUBLIC BUILDINGS DEVELOPMENT IMPACT FEE REVENUE	\$ 11,878,736
Notes:	
¹ From Table 2.1	
² From Table 2.2	

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

**Chapter 3
Public Safety Facilities**

This chapter presents an analysis of the need for public safety facilities to accommodate new development in the City of Marina. A fee schedule is presented based on the cost of these facilities to ensure that new development provides adequate funding to meet its needs.

Service Population

Public safety facilities serve both homes and businesses citywide. Consequently, a service population that includes both residents and workers reasonably represents the need for these facilities.

Table 3.1 shows the estimated service population for public safety facilities for 2020 and beyond. In calculating the service population, workers are weighted less than residents to reflect lower per capita service demand. The 0.50-weighting factor for workers is based the estimated number of service calls per employee compared to a resident.

Table 3.1: Public Safety Facilities Fee - Population Projections

Timeframe	Residents	Workers	Ratio of Workers/Residents	Equivalent Resident¹	Total Service Population²
Total New Development (Table 1.1)	9,455	5,498	0.50	2,749	12,204
Notes:					
¹ Equivalent resident calculated by multiplying workers by ratio of workers/residents.					
² Total service population includes residents and equivalent residents.					

Facility Standards and Fee

Per capita facility standards are used in calculating the impact fee to ensure a reasonable relationship exists between new development and the need for new public safety facilities.

Appendix B lists two projects, fire station and animal impound facility expansion, in the 5-year Capital Improvement Project list that will be funded by the impact fee program. The total funded cost for these facilities is presented in **Table 3.2**. Similar to the methodology presented for Public Buildings, revenues for the projects with DA agreements were credited against the Traffic Impact Fee funding totals.

The costs associated with the future Public Safety Facilities were divided by the service population that included both residents and workers (equivalent residents) to obtain a per resident cost of \$207.20, as shown in **Table 3.2**. A weighting factor of 0.50 was applied to residential per capita costs to obtain the non-residential per capita costs. The cost per worker is \$103.60 (0.50 x \$207.20). The cost per capita was then multiplied by the density assumptions to determine a fee for each residential land use, as shown in **Table 3.3**. It should be noted that the

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Public Safety Facilities fee for the Casino uses is based on the “gaming” area rather than total building space.

Facility Costs to Accommodate Growth

Table 3.4 provides an estimate of the total revenue that will be generated for public safety facilities at build-out in 2020 and beyond. The City would maintain a reasonable relationship between new development and the use of fee revenues by funding a variety of projects to expand public safety facilities during this period.

Implementation

The public safety facilities impact fee would be collected at the time of building permit issuance. To implement the fee the City should:

- Annually update a capital improvement plan to indicate the specific use of fee revenues for facilities to accommodate growth;
- Comply with the annual and five-year reporting requirements of *Government Code 66000 et seq.*; and
- Identify appropriate inflation indexes in the fee ordinance and allow an inflation adjustment to the fee annually.

For the inflation indexes, the City should use separate indexes for land and construction costs. Calculating the land cost index may require use of a property appraiser every several years. The construction cost index can be based on the City’s recent capital project experience or taken from any reputable source, such as the *Engineering News Record* (ENR).

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Table 3.2: Public Safety Facilities Unit Costs

Description	Service Population (Capita)	Cost	Cost per Capita
Future Public Safety Facilities (residents & resident equivalent)			
Amount to be Funded by Impact Fee Program (Fire Station, Animal Impound)		\$ 6,300,000	
TIF Fees Paid (02/13/2012 to October 26, 2015) ¹		\$ (36,701)	
Contribution from Dunes Agreement ²		\$ (2,547,459)	
Dunes Fees Paid ³		\$ 71,702	
Contribution from Marina Heights Agreement ⁴		\$ (185,098)	
Contribution from Cypress Knolls Agreement ⁵		\$ (1,073,803)	
Subtotal Impact Fee Program Funding after Contributions (A)	12,204	\$ 2,528,641	\$ 207.20
Total Cost per Worker: (A) x Weighting Factor (0.50)			\$ 103.60

Notes:

¹ Fees paid include: Carmel Avenue Single Family Dwellings, Guest House Everett Circle Assisted Living, BLM Office, AMCAL Multi-Family Dwellings (Buildings A, B, and C), Dialysis Clinic, and Rockrose Garden Assisted Living.

² Anticipated contribution per developer agreement (see Exhibit D of July 20, 2007 Development Impact Fee Study) and indexed for inflation.

³ Dunes fees paid include: Dunes Housing Single Family Dwellings (75 units), VA clinic (148.401 KSF), University Village Multi-Family Dwellings (108 units).

⁴ Anticipated contribution per developer agreement (see Exhibit E of July 20, 2007 Development Impact Fee Study) and indexed for inflation.

⁵ Anticipated contribution per developer agreement (see Exhibit F of July 20, 2007 Development Impact Fee Study) and indexed for inflation.

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Table 3.3: Public Safety Facilities Development Impact Fee

Land Use	Units	Cost per Capita	Density ¹	Total Fee per Dwelling Unit or 1,000 sq. ft of Building Space ²
Residential				
Single Family Dwelling Units	Dwelling Unit	\$ 1,226.91	2.70	\$ 3,313
Senior Homes	Dwelling Unit	\$ 1,226.91	1.80	\$ 2,208
Assisted Living - Senior	Dwelling Unit	\$ 1,226.91	1.00	\$ 1,227
Multi-Family Dwellings	Dwelling Unit	\$ 1,226.91	2.50	\$ 3,067
Mobile Home Park ³	Space	\$ 1,226.91	2.50	\$ 3,067
Campground/RV Park ³	Space	\$ 1,226.91	2.50	\$ 3,067
Non-Residential⁴				
Office/Research	1,000 sq. ft	\$ 50.62	300	\$ 169
Retail/Service	1,000 sq. ft	\$ 50.62	500	\$ 101
Industrial	1,000 sq. ft	\$ 50.62	1500	\$ 34
Hotel	Hotel Room	\$ 50.62	0.90	\$ 46
Church ⁵	1,000 sq. ft	\$ 50.62	1500	\$ 34
Day Care Center ⁶	1,000 sq. ft	\$ 50.62	375	\$ 135
Animal Hospital/Veterinary Clinic ⁷	1,000 sq. ft	\$ 50.62	250	\$ 202
Medical/Dental Office Building ⁸	1,000 sq. ft	\$ 50.62	250	\$ 202
Casino/Video Lottery ⁹	1,000 gaming sq. ft	\$ 50.62	250	\$ 202
Casino ⁹	1,000 gaming sq. ft	\$ 50.62	250	\$ 202
Notes:				
¹ Density is "persons per dwelling unit or mobile home park/campground/RV space," "square foot per worker," "workers per hotel room," and "gaming square foot per worker).				
² Fee in this table refers to "fee per dwelling unit or mobile home park/campground/RV space," "fee per 1,000 square feet of building space or gaming space," and "fee per hotel room."				
³ Assumed same density as Multi-family Dwelling.				
⁴ Non-residential fees only pay for City Hall & Public Works facilities.				
⁵ Density estimated based on Synagogue data in ITE Trip Generation (Institute of Transportation Engineers, 9th Edition).				
⁶ Density estimated based on data in ITE Trip Generation (Institute of Transportation Engineers, 9th Edition).				
⁷ Assumed same density as medical office building.				
⁸ Density estimated based on Orange County Subarea Modeling Guidelines Manual, July 2005.				
⁹ Density assumed as an average from three casinos in Las Vegas, Nevada.				

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Table 3.4: Estimated Revenues Public Safety Development Impact Fee

Description	Revenue
Citywide Fee Revenue (Future Fire Station & Animal Impound)	
Service Population Growth (to 2020+) ¹	12,204
Citywide Facilities Cost per Capita ²	\$ 207.20
Total Fee Revenue Public Safety Facilities	\$ 2,528,641
TOTAL PUBLIC SAFETY DEVELOPMENT IMPACT FEE REVENUE	\$ 2,528,641
Notes: ¹ From Table 3.1 ² From Table 3.2	

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Chapter 4

Transportation Facilities

This chapter presents an analysis of the need for transportation facilities to accommodate new development in the City of Marina. These include both roadway and intersection projects. A fee schedule is presented based on the cost of these facilities to ensure that new development provides adequate funding to meet its needs.

Trip Generation

Transportation facilities serve both homes and businesses citywide. Consequently, trip generation rates based on both residential and non-residential land uses reasonably represents the need for these facilities.

Different development projects impact the transportation network at different rates based on the number of primary trips generated as indicated in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition. The amount of daily primary trips generated by the approved and pending projects in the Traffic Impact Fee program were obtained from the Marina High School Traffic Impact Analysis (November 10, 2009), the Draft Environmental Impact Report for the Downtown Redevelopment Plan, or estimated using trip rates from ITE.

Table 4.1 presents the daily trips generated by the projects in the Traffic Impact Fee program. The projects are estimated to generate approximately 75,000 daily primary trips. These daily trip estimates are used in calculating fees for both roadways and intersections.

Transportation Projects Inventory

Appendix B contains the list of roadway and intersection improvement projects in the CIP program. The list also indicates which projects will or are expected to receive funding from other sources including FORA, TAMC, CSUMB, grants, and developers.

Table 4.2 summarizes the total roadway and intersection project costs that will be funded by the Traffic Impact Fee program, after accounting for contributions from Dunes, Marina Heights, and Cypress Knolls Developer Agreements. As noted in Chapter 1, the CIP list includes the funded TAMC roadway widening project on Imjin Parkway between Reservation Road and Imjin Road.

Transportation Development Impact Fee Calculations

To calculate the fee for transportation projects, the balance of the project costs (approximately \$54 million for roadways and \$13 million for intersections) were divided by the total number of trips generated in **Table 4.1** to get a cost per trip. These costs were then multiplied by the trip rates to determine the fee for each land use category, as shown in **Table 4.3**. It should be noted

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

that the Transportation Facilities fee for the Casino uses is based on the total building space rather than “gaming” area.

This method of calculation assures that fairness exists between new and existing development and that new development only funds expanded facilities to maintain the current level of service standards.

Transportation Fee Summary

Table 4.3 provides a summary of the impact fees for roadway and intersection projects. **Table 4.4** provides an estimate of total revenues for transportation facilities that should be generated at build-out in 2020 and beyond.

Implementation

The transportation facilities impact fee would be collected at the time of building permit issuance. To implement the fee the City should:

- Annually update a capital improvement plan to indicate the specific use of fee revenues for facilities to accommodate growth;
- Comply with the annual and five-year reporting requirements of *Government Code 66000 et seq.*; and
- Identify appropriate inflation indexes in the fee ordinance and allow an inflation adjustment to the fee annually.

For the inflation indexes, the City should use separate indexes for land and construction costs. Calculating the land cost index may require use of a property appraiser every several years. The construction cost index can be based on the City’s recent capital project experience or taken from any reputable source, such as the *Engineering News Record* (ENR).

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Table 4.1: Trip Generation for Transportation Development Impact Fee

Projects ¹	Primary Daily Trips (2011 DIF Update) ²	Funded Since 2011 DIF Update ³	New Daily Trips
Airport Business Park	585		585
Airport EDC Parcel (Golf Course)	3,676		3,676
Downtown/Imjin Office Park/Other	24,135	1,797	22,338
K-8 School, Marina High, Marina Joint Use Facility	5,193		5,193
Marina Station	25,837		25,837
MPC Satellite Campus Phase II	510		510
MBEST	16,894		16,894
Total Daily Trips	76,830	1,797	75,033

Notes:

¹ Dunes, Marina Heights, Cypress Knolls, and CSUMB projects have developer's agreements or other agreements to contribute fees and are not included in the Traffic Impact Fee program.

² Daily trip estimates obtained from Marina High School Traffic Impact Analysis (November 10, 2009), Draft EIR for Downtown Redevelopment Plan, or estimated.

³ Includes: Carmel Avenue Single Family Dwellings, Guest House Everett Circle Assisted Living, BLM Office, AMCAL Multi-Family Dwellings (Buildings A, B, and C), Dialysis Clinic, and Rockrose Garden Assisted Living.

Table 4.2: Transportation Development Impact Fee per Unit Calculations

Description	Roadways	Intersections
Amount to be Funded by Impact Fee Program	\$ 79,178,632	\$ 26,739,000
TIF Fees Paid (02/13/2012 to October 26, 2015) ¹	\$ (716,306)	\$ (352,920)
Contribution from Dunes Agreement ²	\$ (21,982,149)	\$ (13,677,867)
Dunes Fees Paid ³	\$ 1,493,147	\$ 736,733
Contribution from Marina Heights Agreement ⁴	\$ (2,954,072)	\$ (109,280)
Contribution from Cypress Knolls Agreement ⁵	\$ (1,505,397)	\$ (767,375)
Subtotal Impact Fee Program Funding after Contributions (A)	\$ 53,513,854	\$ 12,568,291
Total Number of Daily Trips (Table 4.1) (B)	75,033	75,033
Cost Per Trip (A / B)	\$ 713.20	\$ 167.50

Notes:

¹ Fees paid include: Carmel Avenue Single Family Dwellings, Guest House Everett Circle Assisted Living, BLM Office, AMCAL Multi-Family Dwellings (Buildings A, B, and C), Dialysis Clinic, and Rockrose Garden Assisted Living.

² Anticipated contribution per developer agreement (see Exhibit D of July 20, 2007 Development Impact Fee Study) and indexed for inflation.

³ Dunes fees paid include: Dunes Housing Single Family Dwellings (75 units), VA clinic (148.401 KSF), University Village Multi-Family Dwellings (108 units).

⁴ Anticipated contribution per developer agreement (see Exhibit E of July 20, 2007 Development Impact Fee Study) and indexed for inflation.

⁵ Anticipated contribution per developer agreement (see Exhibit F of July 20, 2007 Development Impact Fee Study) and indexed for inflation.

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Table 4.3: Transportation Development Impact Fee Summary

Land Use	Units	Trip Rates ¹	Cost per Unit or 1,000 sq. ft. of Building Space		Total Fee per Dwelling Unit, Hotel Room, or 1,000 sq. ft
			Roadways	Intersections	
Residential					
Single Family Dwelling Units	Dwelling Unit	9.52	\$ 6,790	\$ 1,595	\$ 8,384
Senior Homes	Dwelling Unit	3.68	\$ 2,625	\$ 616	\$ 3,241
Assisted Living - Senior	Dwelling Unit	2.64	\$ 1,883	\$ 442	\$ 2,325
Multi-Family Dwellings	Dwelling Unit	6.65	\$ 4,743	\$ 1,114	\$ 5,857
Mobile Home Park	Space	4.99	\$ 3,559	\$ 836	\$ 4,395
Campground/RV Park ²	Space	2.70	\$ 1,926	\$ 452	\$ 2,378
Non-Residential					
Office/Research	1,000 sq. ft	11.03	\$ 7,867	\$ 1,848	\$ 9,714
Retail/Service ³	1,000 sq. ft	18.54	\$ 13,221	\$ 3,105	\$ 16,326
Industrial	1,000 sq. ft	6.97	\$ 4,971	\$ 1,167	\$ 6,139
Hotel	Hotel Room	8.17	\$ 5,827	\$ 1,369	\$ 7,195
Church	1,000 sq. ft	9.11	\$ 6,497	\$ 1,526	\$ 8,023
Day Care Center	1,000 sq. ft	74.06	\$ 52,820	\$ 12,405	\$ 65,225
Animal Hospital/Veterinary Clinic ²	1,000 sq. ft	47.20	\$ 33,663	\$ 7,906	\$ 41,569
Medical/Dental Office Building	1,000 sq. ft	36.13	\$ 25,768	\$ 6,052	\$ 31,820
Casino/Video Lottery ²	1,000 sq. ft	134.30	\$ 95,783	\$ 22,496	\$ 118,279
Casino ⁴	1,000 sq. ft	39.43	\$ 28,122	\$ 6,605	\$ 34,726
Notes:					
¹ Trip Rates from ITE <i>Trip Generation</i> (Institute of Transportation Engineers, 9th Edition).					
² Daily rates not available in ITE <i>Trip Generation</i> ; Assumed PM rates times 10 to estimate daily rates.					
³ Primary trip rate per ITE Land Use Code 820.					
⁴ Trip rate from Graton Casino Traffic Impact Study (Graton Rancheria Casino and Hotel, 2011) per 1,000 sq. ft of casino, restaurants, food court, lobby, and other ancillary functions.					

Table 4.4: Estimated Revenues Transportation Development Impact Fee

Description	Revenue
Citywide Fee Revenue Roadways	
Number of Daily Trips (to 2020+) ¹	75,033
Cost per Trip ²	\$ 713.20
Total Fee Revenue Roadways	\$ 53,513,854
Citywide Fee Revenue Intersections	
Number of Daily Trips (to 2020+) ¹	75,033
Cost per Trip ²	\$ 167.50
Total Fee Revenue Intersections	\$ 12,568,291
TOTAL TRANSPORTATION DEVELOPMENT IMPACT FEE REVENUE	\$ 66,082,145
Notes:	
¹ From Table 4.1	
² From Table 4.2	

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Chapter 5 Parks Facilities

This chapter presents an analysis of the need for parks facilities to accommodate new development in the City of Marina. A fee schedule is presented based on the cost of these facilities to ensure that new development provides adequate funding to meet its needs.

Service Population

Parks facilities serve primarily residents in the City by providing space for recreation and similar programs. Consequently, a service population that only includes residents and not workers reasonably represents the need for these facilities. As population grows with new development, so does demand for recreation services provided by these facilities.

Table 5.1 shows the estimated service population for parks facilities for 2020 and beyond.

Table 5.1: Parks Facilities Fee - Population Projections

Timeframe	Residents	Total Service Population ¹
Total New Development (Table 1.1)	9,455	9,455
Notes:		
¹ Only residential land uses pay park fees.		

Facility Standards and Fee

Per capita facility standards are used in calculating the impact fee to ensure a reasonable relationship exists between new development and the need for new park facilities. A per capita cost was calculated based on the estimated cost of new park facility, as shown in **Table 5.2**. This cost was then multiplied by the density assumptions to determine a fee, as shown in **Table 5.3**.

This method of calculation assures that fairness exists between new and existing development and that new development only funds expanded facilities to maintain the current level of service standards.

Facility Costs to Accommodate Growth

Table 5.4 provides an estimate of the total revenue for park facilities (neighborhood, community and green belts/open space) that will be generated at build-out in 2020 and beyond. The City would maintain a reasonable relationship between new development and the use of fee revenues by funding a variety of projects to expand park facilities during this period.

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Implementation

The parks facilities impact fee would be collected at the time of building permit issuance. To implement the fee the City should:

- Annually update a capital improvement plan to indicate the specific use of fee revenues for facilities to accommodate growth;
- Comply with the annual and five-year reporting requirements of *Government Code 66000 et seq.*; and
- Identify appropriate inflation indexes in the fee ordinance and allow an inflation adjustment to the fee annually.

For the inflation indexes, the City should use separate indexes for land and construction costs. Calculating the land cost index may require use of a property appraiser every several years. The construction cost index can be based on the City's recent capital project experience or taken from any reputable source, such as the *Engineering News Record* (ENR).

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Table 5.2: Parks Unit Costs

Description	Service Population (Capita)	Cost	Cost per Capita
Future Park Facilities (residents)			
Amount to be Funded by Impact Fee Program (parks)		\$ 39,910,500	
TIF Fees Paid (02/13/2012 to October 26, 2015) ¹		\$ (734,956)	
Contribution from Dunes Agreement ²		\$ (9,279,064)	
Dunes Fees Paid ³		\$ 1,036,680	
Contribution from Marina Heights Agreement ⁴		\$ (2,858,461)	
Contribution from Cypress Knolls Agreement ⁵		\$ (6,302,125)	
Subtotal Impact Fee Program Funding after Contributions	9,455	\$ 21,772,574	\$ 2,302.76
Total Capita Cost per Resident			\$ 2,302.76

Notes:
¹ Fees paid include: Carmel Avenue Single Family Dwellings, Guest House Everett Circle Assisted Living, BLM Office, AMCAL Multi-Family Dwellings (Buildings A, B, and C), Dialysis Clinic, and Rockrose Garden Assisted Living.
² Anticipated contribution per developer agreement (see Exhibit D of July 20, 2007 Development Impact Fee Study) and indexed for inflation.
³ Dunes fees paid include: Dunes Housing Single Family Dwellings (75 units), VA clinic (148.401 KSF), University Village Multi-Family Dwellings (108 units).
⁴ Anticipated contribution per developer agreement (see Exhibit E of July 20, 2007 Development Impact Fee Study) and indexed for inflation.
⁵ Anticipated contribution per developer agreement (see Exhibit F of July 20, 2007 Development Impact Fee Study) and indexed for inflation.

Table 5.3: Parks Development Impact Fee

Land Use	Units	Cost per Capita	Density ¹	Total Fee per Dwelling Unit or 1,000 sq. ft of Building Space ²
Residential				
Single Family Dwelling Units	Dwelling Unit	\$ 2,302.76	2.70	\$ 6,217
Senior Homes	Dwelling Unit	\$ 2,302.76	1.80	\$ 4,145
Assisted Living - Senior	Dwelling Unit	\$ 2,302.76	1.00	\$ 2,303
Multi-Family Dwellings	Dwelling Unit	\$ 2,302.76	2.50	\$ 5,757
Mobile Home Park ³	Space	\$ 2,302.76	2.50	\$ 5,757
Campground/RV Park ³	Space	\$ 2,302.76	2.50	\$ 5,757

Notes:
¹ Density is "persons per dwelling unit or mobile home park/campground/RV space."
² Fee in this table refers to "fee per dwelling unit or mobile home park/campground/RV space."
³ Assumed same density as Multi-family Dwelling.

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Table 5.4: Estimated Revenues Parks Development Impact Fee

Description	Revenue
Citywide Fee Revenue	
Resident Population Growth (to 2020+) ¹	9,455
Citywide Facilities Cost per Capita ²	\$ 2,302.76
Total Fee Revenue Parks Facilities	\$ 21,772,574
TOTAL PARKS DEVELOPMENT IMPACT FEE REVENUE	\$ 21,772,574
Notes: ¹ From Table 5.1 ² From Table 5.2	

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Appendix A

California Superior Court Peremptory Writ of Mandate

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CLERK OF THE SUPERIOR COURT
DEPUTY

J. CEDILLO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MONTEREY**

CITY OF MARINA,)
Petitioner,)

v.)

BOARD OF TRUSTEES OF CALIFORNIA)
STATE UNIVERSITY,)
Respondents.)

Case No. M 41781
(Consolidated with M 41795)

**STIPULATION TO DISCHARGE
PEREMPTORY WRIT OF
MANDATE; ~~PROPOSED~~ ORDER**

Assignment for all purposes:
Honorable Robert O'Farrell

FORT ORD REUSE AUTHORITY,)
Petitioner,)

v.)

BOARD OF TRUSTEES OF CALIFORNIA)
STATE UNIVERSITY,)
Respondents.)

1 2. In the Fall 2008, CSUMB generated approximately 8,550 trips per day from off-
2 campus to on-campus and from on-campus to off-campus. This number was determined by a
3 combination of methodologies, including traffic tube counts and on-campus observational studies.
4 That number is the baseline traffic level against which future increases in campus traffic will be
5 measured.

6 3. In the event CSU determines, based on the CSUMB annual traffic reports, that
7 CSUMB trips will exceed the mitigation threshold of 4,361 additional trips within the upcoming
8 year, CSU will undertake further environmental review, consistent with the provisions of the
9 California Environmental Quality Act, Public Resources Code §21000 et seq., ("CEQA") to assess
10 the environmental impacts associated with such additional trips prior to exceeding said threshold.

11 4. Consistent with the Trustees resolution approving the CSUMB 2007 Campus
12 Master Plan, CSUMB will:

13 (i) Adopt a TDM plan referred to in section 1(iii) to reduce vehicle trips; report
14 annual traffic increases to the Chancellor, FORA, and Marina; and,

15 (ii) Seek approval from the Trustees to exceed the threshold of 4,361 additional
16 trips,

17 (iii) Report to the Chancellor, FORA, and Marina any measures or modifications
18 made to the TDM plan to address an increase in trip levels.

19 CSUMB's above commitment shall be construed as an enforceable mitigation measure
20 under Public Resources Code §21081.6.

21 5. Additional mitigation measure 11-5.1, adopted by the Trustees May 13, 2009, as
22 part of its approval of the 2007 CSUMB Campus Master Plan, does not preclude CSUMB from
23 making direct payments to Monterey Salinas Transit in connection with programs developed as
24 part of the TDM plan to be implemented pursuant to the MOU entered into between FORA and
25 CSU.

26 6. The Statement of Overriding Considerations ("SOC") adopted by the Trustees May
27 13, 2009 relative to its approval of the CSUMB 2007 Campus Master Plan applies to the
28 significant unavoidable impacts to: (i) on-campus roadways; (ii) off-campus transit facilities; and

1 (iii) off-campus water supply infrastructure facilities. The SOC does not apply to impacts relative
2 to off-campus traffic impacts. As previously noted, the Trustees determined that to the extent
3 CSUMB vehicle trips draw near (i.e., within 5% of) the 4,361 mitigation threshold, trip generation
4 shall be frozen below the threshold. As a result, the 2007 CSUMB Campus Master Plan will not
5 result in potentially significant impacts to off-campus roadways.

6 7. Prior to the commencement of development of Phase II of the North Campus
7 Faculty/Staff housing, CSU shall request from the Legislature through the state budget process its
8 fair-share of the costs to implement the Regional Urban Water Augmentation Project ("RUWAP"),
9 determined to be \$1,347,530. [See additional mitigation measure 7-2.2, adopted by the Trustees on
10 May 13, 2009]

11 If the Legislature denies CSU's initial funding request, CSU shall:

- 12 (i) Resubmit the request during the following CSU budget cycle, and
13 (ii) Continue to resubmit the request annually until the funding is appropriated
14 or until the Marina Coast Water District ("MCWD") commences construction of the
15 RUWAP (or its replacement project), whichever comes first.

16 If the Legislature has not funded CSUMB's \$1,347,530 fair-share costs when MCWD
17 commences construction of the RUWAP or its replacement project, CSUMB shall seek authority
18 from the Trustees to engage in discussions with representatives of FORA and Marina regarding the
19 availability of alternative funding sources, if any, for CSU's \$1,347,530 fair-share costs. CSUMB
20 may seek CSU authorization to engage in such discussions prior to the time of commencement of
21 construction of the RUWAP or its alternate project. The Parties acknowledge that the
22 determination of the availability of any such alternative funding sources shall be consistent with
23 state and federal law, the California Supreme Court's ruling in *City of Marina* and its progeny.

24 8. CSU shall request funding from the Legislature for its remaining fair-share of the
25 costs to prepare the Habitat Conservation Plan ("HCP") for the former Fort Ord. That sum is
26 expected to be \$47,800. The costs to manage the CSU Borderlands property are expected to be
27 \$4,784.91 annually. [See additional mitigation measure 8-1.1, adopted by the Trustees May 13,
28 2009].

1 If the Legislature denies CSU's initial funding request, CSU shall:

2 (i) Resubmit the request during the following CSU budget cycle, and

3 (ii) Continue to resubmit the request annually until the funding is appropriated
4 or until the HCP is completed and executed by all parties thereto, whichever comes first.

5 If the Legislature has not appropriated the funding at the time the HCP is executed, CSU
6 shall seek authority from the Trustees to engage in discussions with representatives of FORA and
7 Marina regarding the availability of alternative funding sources, if any, for CSU's one-time
8 payment of \$47,800 and its annual payments of \$4,784.91. The Parties acknowledge that the
9 determination of the availability of any such alternative funding sources shall be consistent with
10 state and federal laws, the *City of Marina* and its progeny.

11 9. The Parties request that the Court discharge the writ.

12 10. If any party or its legally recognized successor in interest contends that another
13 party has breached this Stipulation and Order, the party contending breach shall give the other
14 party/parties written notice thereof. Within thirty (30) days of delivery of such notice, the Parties
15 shall meet and confer in good faith to try to resolve the dispute. If the dispute is not resolved
16 through the meet and confer process within sixty (60) days of the initial written notice of breach,
17 the Parties shall submit the matter to non-binding mediation or some other form of non-binding
18 Alternative Dispute Resolution ("ADR"), to be agreed upon by all Parties. If the Parties are unable
19 to reach agreement on the appropriate ADR forum, the matter shall be submitted to non-binding
20 mediation. The mediator shall be selected by mutual agreement. If the dispute is not resolved
21 through ADR within nine (9) months of the initial written notice of breach, any party may file a
22 judicial proceeding in the Superior Court of California, County of Monterey, to enforce this
23 Stipulation. In that event, all parties waive discovery. The intent of the Parties in drafting this
24 provision is that any dispute arising under this Stipulation be resolved by the least expensive and
25 prompt means possible.

26 11. By executing this Stipulation, the signatories warrant that he or she has the legal
27 authority to do so.

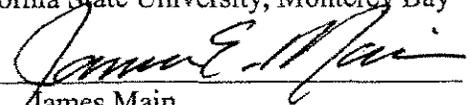
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For CSU

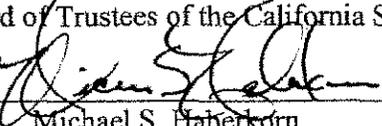
September 2, 2009

James Main
Vice President for Administration & Finance
California State University, Monterey Bay

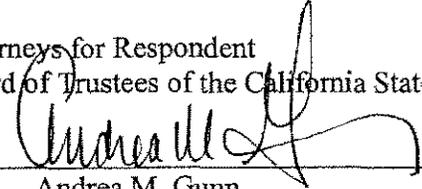
By: 
James Main

Approved as to Form and Substance

Michael S. Haberkorn
Gatzke Dillon & Balance LLP

Attorneys for Respondent
Board of Trustees of the California State University
By: 
Michael S. Haberkorn

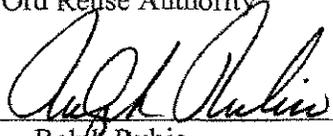
Andrea M. Gunn
Office of General Counsel
The California State University, Office of the
Chancellor

Attorneys for Respondent
Board of Trustees of the California State University
By: 
Andrea M. Gunn

For FORA

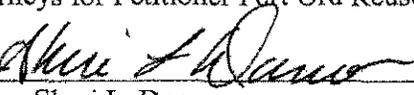
September 2, 2009

Ralph Rubio
Chair
Fort Ord Reuse Authority

By: 
Ralph Rubio

Approved as to Form and Substance

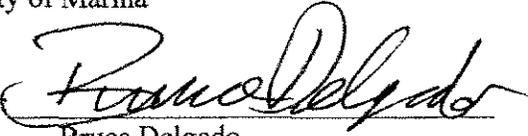
Sheri L. Damon
Damon Law Offices

Attorneys for Petitioner Fort Ord Reuse Authority
By: 
Sheri L. Damon

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For City of Marina
September 1, 2009

The Honorable Bruce Delgado
Mayor
City of Marina

By 
Bruce Delgado

Approved as to Form and Substance

Kenneth D. Buchert
Wellington Law Offices

Attorneys for Petitioner City of Marina

By 
Kenneth D. Buchert

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ORDER

In light of the stipulation entered into among the parties, and for good cause shown, the Court hereby orders that the peremptory writ of mandate issued May 11, 2007, be discharged.

Dated: SEP 14 2009

KAY KINGSLEY

Judge of the Monterey County Superior Court

DEVELOPMENT IMPACT FEE STUDY - 2016 Update FINAL REPORT

Appendix B

City of Marina CIP List



DRAFT 5 Year CIP Project List

Revised Date: Mar 2016

ID #	Fund #62	Funding	Project/Development Source	Development Mitigation No.	Cost Years	2015/2016 1	2016/2017 2	2017/2018 3	2018/2019 4	2019/2020 5	2020 to 2035 6-20	Remarks
Traffic Intersections - FUNDED					Total							
TI 04		Impact Fee	Marina Station	Mit. 4.13-3	\$1,200,000						\$1,200,000	Signalize or Roundabout
TI 06		Impact Fee	Cypress Knolls	Mit. D-2, D-5, D-10	\$1,200,000						\$1,200,000	Signalize or Roundabout
TI 07		Impact Fee	Dunes	Mit. TR-5.8	\$550,000						\$550,000	Signalize changes and widen intersection
TI 08	701	Impact Fee	Dunes	Mit. TR-5.7	\$1,120,000		\$48,000	\$48,000			\$1,024,000	Implement modern roundabout.
TI 09		Impact Fee	Cypress Knolls	Mit. D-3, D-6	\$500,000						\$500,000	Signalize and widen intersection
TI 11		Impact Fee	FOR A		\$1,100,000						\$1,100,000	Implement modern roundabout. Tied to R 34 B
TI 15	717	Impact Fee	Marina Station	Mit. 4.13-4, 4.13-9	\$2,250,000						2,250,000	Signalize or Roundabout
TI 16		By Developer	Marina Heights		N/A							Developer to improve the intersection (traffic signal)
TI 17		Impact Fee/FORA	Marina Station-Heights/FORA CIP	Mit. 4.13-11	\$1,120,000						\$1,120,000	Signalize or Roundabout. See R56 roadway project for Salinas Ave. extension.
TI 18		By Developer	Dunes		N/A							Signalize or Roundabout
TI 20		By Developer	Dunes		N/A							Signalize or Roundabout
TI 22A	727	Impact Fee	Dunes, Cypress Knolls	Dunes TR-1.3b, CK D-1	\$400,000	\$200,000	\$200,000					Signalize SB Highway 1 off-ramp
TI 22B	727	Impact Fee	Dunes	Mit. TR-1.3b	\$26,000			\$26,000				Provide two WB lanes on the Imjin SR 1 bridge
TI 22C	727	Impact Fee	Dunes, Cypress Knolls	Dunes TR-3.2b, CK D-8	\$2,000,000					\$2,000,000		Convert the SB off ramp to a loop configuration, or functional equivalent
TI 23 A	727	Impact Fee	Dunes	Mit. TR-2.1b, TR-1.4b	\$590,000	\$295,000	\$295,000					Widen the off ramp to accommodate two lanes at the ramp terminal.signal is not warranted.
TI 23 B	727	Impact Fee	Dunes, Cypress Knolls	Dunes TR-2.2b, CK D-13	\$500,000			\$500,000				Widen the SB on-ramp to accommodate two lanes
TI 25		Impact Fee	Dunes, Cypress Knolls	Dunes TR-3.4, 5.4, CK D-7	\$2,500,000						\$2,500,000	Signalize and restripe; change NBR to RTO & add 2nd EBL & WBL or Roundabout, including ROW acquisition
TI 26		Impact Fee	Dunes	Mit. TR-5.3	\$1,054,000						1,054,000	Signalize and restripe (Developer); or Roundabout (Impact Fee)
TI 27		By Developer	Dunes	Mit. TR-1.7	N/A							Install double left turn and right turn lanes on Imjin Pkwy, left and right turn lanes on Abrams Drive, signalize, and restripe. See Imjin Pkwy widening \$2,000,000.
TI 28		By Developer/Impact Fee	Marina Heights	Mit. 3.3	\$870,000						\$870,000	Signalize or Roundabout
TI 29	717	\$1,340,000 HSIP Grant \$660,000 Impact Fee	CIP/AB1600, Marina Sta.	Mit. 4.13-5	\$2,000,000	\$1,000,000	\$1,000,000					Widen/Construct new RR Gates and signal intersection- Roundabout
TI 30		Impact Fee/CSUMB	Dunes, CSUMB	Dunes TR-1.8, 3.7	\$675,000						675,000	Signalize or Roundabout. To be coordinated with CSUMB
TI 32		Impact Fee	Dunes, MH & MS	Dun. TR-1.2, 5.1, MS 4.13-8	\$1,250,000						\$1,250,000	Signalize changes and restripe; change NBR to RTO
TI 33	713	Impact Fee	Dunes, Cypress Knolls	Dun. TR-1.5 & 3.3, CK D-9	\$4,307,000						\$4,307,000	Signalize and restripe; two phasing of lane additions and widening; triple left turn lanes on NB 2nd Ave and WB Imjin Pkwy. Trigger - Phase II Building Permit
TI 34		Impact Fee	Marina Heights	Mit. 3.5	\$106,000						\$106,000	Rechannelization of intersection
TI 35		Impact Fee	Marina Sta.	Mit. 4.13-12	\$151,000						\$151,000	Rechannelization of intersection
TI 38A		By Developer	Marina Station	Mit. 4.13-6	N/A							AWS and NB-SB left turn pockets
TI 39		Impact Fee	Marina Heights	Mit. 3.1	\$870,000						\$870,000	Signalize or Roundabout
TI 40		Impact Fee	CSUMB		\$870,000						\$870,000	Signalize or Roundabout. Requires CSUMB coordination
TI 49		By Developer	Marina Heights	Mit. 3.2	N/A							Signalize or Roundabout
TI 50		TAMC/Caltrans/Impact Fee	TAMC		\$870,000						\$870,000	Roundabout
Traffic Intersections - UNFUNDED												
TI 42		CSU	CSU DEIR		\$399,000						\$399,000	Signalize, Add EB/WB left-turn pockets, WB free right
TI 43		CSU	CSU DEIR		\$399,000						\$399,000	Signalize, Add NB left and right-turn, WB/EB left-turn, LT channelization
TI 44		CSU	CSU DEIR		\$399,000						\$399,000	Signalize, Add SB free right turn, 2nd SB left-turn
TI 45		CSU	CSU DEIR		\$399,000						\$399,000	Signalize
TI 46		CSU	CSU DEIR		\$200,000						\$200,000	Add right-turns on 5th, LT channelization
TI 47		TBD	PWS		\$200,000	\$100,000	\$100,000					Regrading of intersection
TI 48		TBD	PWS		\$100,000	\$50,000	\$50,000					Eliminate 2nd RT lane & island. Create 2nd NB lane
Impact Fee Funding Subtotal (including Grant funding)					\$28,079,000							
HSIP Grant: TI 29					\$1,340,000							
Impact Fee Subtotal (less HSIP Grant)					\$26,739,000							
Other Funding Subtotal (Including HSIP Grant)					\$3,436,000							
Traffic Intersection Subtotal					\$30,175,000	\$1,645,000	\$1,693,000	\$574,000	\$0	\$2,000,000	\$24,263,000	



DRAFT 5 Year CIP Project List

Revised Date: Mar 2016

ID #	Fund #62	Funding	Project/Development Source	Development Mitigation No.	Cost Years	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020 to 2035	Remarks
						1	2	3	4	5	6-20	
Roadways - FUNDED												
R 05	713	2nd Avenue Extension- Reindollar to Imjin Parkway	FORA	CIP/AB1600/FOR A		\$ 9,900,000				\$9,900,000		Construct new road between Imjin Parkway and Reindollar
R 28	714	Del Monte Blvd. - Beach Road to Marina Greens Drive	Impact Fee	Marina Station	Mit. 4.13-15	\$1,856,000					\$1,856,000	Construct sidewalk and pavement
R 28 B		Del Monte Blvd. - Sta. 42+00 to Sta. 48+00	Impact Fee	Marina StationPWS		\$280,000	\$280,000					Construct sidewalk, pavement & drainage improvements @ Cosky Dr.
R 34 A		8th Street - 2nd Avenue to California Avenue	By Developer	FORA/UVTIS		N/A						Reconstruct road to be completed by the Dunes Development
R 34 B	701	8th Street - California Avenue to Intergarrison	FORA	FORA		\$7,000,000		\$150,000	\$150,000	\$2,859,000	\$3,841,000	Reconstruct road (see TI 08)
R 37		Patton (Abrams) Parkway - Del Monte to Crescent Avenue Ext.	FORA	FORA		\$ 1,150,000					\$1,150,000	Extension of Patton Parkway from 2nd Ave. Extension to Marina High School
R 46 A		Imjin Parkway - Reservation Road to Imjin Road	TAMC	05RTP, Dunes	Mit. TR-3.5	\$2,200,000					\$2,200,000	Install Class II bikelanes, sidewalk, ADA ramps, Intersection video cameras (Substantially Completed)
R 46 B		Imjin Parkway - Reservation Road to Imjin Road	TAMC/Impact Fee	05RTP, Dunes	TR-1.2, 1.6, 3.5, 3.6, 5.5, 5.6	\$ 22,289,632	\$400,000	\$1,200,000	\$800,000	\$800,000	\$19,089,632	Widen road to four lanes
R 46 C		Imjin Parkway - Imjin Road to 2nd Ave	TAMC/Abrams/Gas/Impact Fee	PWS		\$ 21,413,000					\$21,413,000	Connect bike lane from Imjin Rd. to 2nd Ave. Widen to 6-lanes. BRT excluded. Widen to six lanes (PSR equivalent to be conducted in upcoming year). Included in R46.
R 47		Imjin Parkway - Imjin Road to SR-1	Impact Fee	05RTP, Dunes, Cyp. Knolls	Dunes TR-1.5, CK D-15	\$ -						
R 49 A		Imjin Parkway (12th) & SR1 Interchange	Caltrans/Regional Fee/TAMC	Caltrans TIP		\$12,375,000					\$12,375,000	Construct new interchange. On Caltrans Regional TIP
R 49 B		Del Monte & SR 1 Interchange	Caltrans/Regional Fee/TAMC	Caltrans TIP		\$12,375,000					\$12,375,000	Construct new interchange. On Caltrans Regional TIP
R 55	717	Reservation Road - Beach to SR1	Impact Fee	PWS, Marina Station	Mit. 4.13-13	\$ 1,735,000	\$150,000	\$150,000		\$717,000	\$718,000	Widen Roadway to the north and modify traffic signals
R 56	716	Salinas Avenue - Reservation Road to Carmel Avenue	FORA	FORA		\$ 1,915,000					\$1,915,000	Construct new 2 lane arterial
R 68		Sign Retroreflectivity Program	Abrams B	PWS		\$ 91,200	\$91,200					City wide sign inventory & upgrade as required by new FHWA standards
R 69		Pavement Management Program	Gas Tax/RSTP	PWS		\$ 17,052,000	\$2,000	\$150,000	\$1,300,000	\$1,300,000	\$13,000,000	Complete MTC Pavement Condition Index on city streets to use for grant funding opportunities
R 70		Sidewalk and Pedestrian Improvement Management Program	Abrams B	PWS		\$ 48,600					\$48,600	City wide survey of sidewalk and pedestrian needs utilizing the PBMP
R 71		ADA Compliance Program	Abrams B	PWS		\$ 48,600					\$48,600	City wide survey of ADA compliance needs
R 74 B		Reservation Road - Seacrest Ave to Crescent Ave	Abrams B/Gas/RSTP	PWS		\$ 510,000	\$510,000					Resurfacing of roadway
R 29	710	Del Monte Blvd. - Beach Road to Reservation Road	Impact Fee	PBMP		\$ 262,000					\$262,000	Install Class II bikelanes and sidewalks. Moved from unfunded projects.
R 65		Reservation Road - Imjin Road to Blanco Road	Impact Fee	UVTIS		\$ 8,193,000					\$8,193,000	Widen to six lanes. Moved from unfunded projects.



DRAFT 5 Year CIP Project List

Revised Date: Mar 2016

ID #	Fund #62	Funding	Project/Development Source	Development Mitigation No.	Cost Years	2015/2016 1	2016/2017 2	2017/2018 3	2018/2019 4	2019/2020 5	2020 to 2035 6-20	Remarks
Roadways - UNFUNDED												
R 46D			Imjin Pkwy Bus Way Reservation to Imjin Road		\$ 6,268,966						\$6,268,966	Bus way to be funded by MST/FTA.
R 06		TBD	Carmel Avenue - Crescent to Seacrest	PBMP	\$ 725,000						\$725,000	Fill in gap in sidewalk on both sides
R 10		TBD	Abdy Way - Cardoza to Healy	05RTP	\$ 200,000						\$200,000	Construct sidewalk and pavement
R 11		TBD	Eucalyptus Street - Reservation to Peninsula	05RTP	\$ 550,000						\$550,000	Construct sidewalk and pavement
R 12		TBD	Healy Avenue - Abdy Way to Marina Drive	05RTP	\$ 109,000						\$109,000	Construct sidewalk and pavement
R 13		TBD	Lake Drive - Lake Ct. to Reservation Road	05RTP	\$ 101,000						\$101,000	Construct sidewalk, pavement widening and stripe Class II Bikelane.
R 14		TBD	Lake Court - Lake Drive to end	PBMP	\$ 406,000						\$406,000	Install Class II bikelanes
R 15		TBD	Marina Drive - Beach Road to Healy	05RTP	\$ 600,000						\$600,000	Construct sidewalk and pavement
R 16		TBD	Marina Drive - Paddon Place to southern end	05RTP	\$ 1,860,000						\$1,860,000	Construct sidewalk and pavement
R 17		TBD	Michael Drive - Sells to Cosky	05RTP	\$ 1,639,000						\$1,639,000	Construct new street
R 18		TBD	Paddon Place - Lake Drive to Marina Drive	PBMP	\$ 223,000						\$223,000	Sidewalk fill gap on south side
R 20		TBD	Palm Avenue - Lake Drive to Del Monte	05RTP	\$ 210,000						\$210,000	Install Class II bikelanes and sidewalks
R 22A		TBD	Redwood Drive - 140'N of Hillcrest to Reindollar	05RTP	\$ 403,936						\$403,936	Construct sidewalk and pavement
R 23		TBD	Reindollar Avenue - Del Monte to Redwood		\$ 936,000						\$936,000	Construct sidewalk and pavement
R 23		TBD	Reindollar Avenue - Del Monte to Redwood		\$ 936,000						\$936,000	Construct intermittent sidewalk and pavement
R 25		TBD	Cardoza Avenue - Abdy Way to Ora		\$ 700,000						\$700,000	Construct sidewalk and pavement
R 25 A		TBD	Cardoza Avenue - Reservation Road to Abdy Way	PWS	\$ 25,000	\$25,000						Traffic Calming Measures
R 29	710	Impact Fee	Del Monte Blvd. - Beach Road to Reservation Road	PBMP	\$ 262,000						\$262,000	Install Class II bikelanes and sidewalks - Moved to funded projects.
R 26		TBD	Cardoza Avenue - Reservation Road to End	05RTP	\$ 615,000						\$615,000	Install Class II bikelanes
R 32		Impact Fee	Beach Road - Del Monte to DeForest	-	\$ 2,152,000						\$2,152,000	Construct sidewalk, widen pavement and stripe bikelanes. Removed from the list.
R 33		Impact Fee	California Avenue - 8th Street to Imjin Parkway		\$ 1,980,000						\$1,980,000	Reconstruct road
R 34C		TBD	8th Street Realignment	05RTP	\$ -							Plan line realignment of 8th Street
R 35 B		TBD	Carmel Avenue - Crescent Avenue to Salinas Avenue	05RTP	\$ 70,000						\$70,000	Install Class II bikelanes
R 38	710	TBD	Del Monte Blvd. - Reindollar to Reservation	CIP/AB1600	\$ 340,000						\$340,000	Sidewalk fill gap on east side and install Class II bikelanes
R 40		TBD	Reservation Road - Salinas Avenue to Imjin Parkway	05RTP	\$ 400,000						\$400,000	Install Class II bikelane, North side only
R 41		TBD	Reservation Road Crescent Avenue to Del Monte Blvd.	05RTP	\$ 2,704,000						\$2,704,000	Traffic Calming Crescent to Del Monte
R 43		TBD	Seaside Cir. - Reservation to east end	05RTP	\$ 101,000						\$101,000	Construct sidewalk and pavement
R 44		TBD	Seaside Ct. - Reservation to west end	05RTP	\$ 209,000						\$209,000	Construct sidewalk and pavement
R 57		TBD	Reservation Rd Downtown Vitalization Plan	CIP/AB1600	\$ -							(Unfunded per Council Resolution No. _____)
R 59		Impact Fee	Imjin Road Widening Project - Imjin to 8th St	CSUMB	\$ 2,075,000						\$2,075,000	Reconstruct and widen road to four lanes. Imjin Parkway to 8th Street
R 60		Impact Fee	Crescent Ave South of Reservation	PWS	\$ 190,000						\$190,000	Reconstruct curb, gutter, sidewalk on west w/ paveout and restriping. Removed from the list.
R 61		Impact Fee	2nd Avenue from 10th Street to Intergarrison (3rd St.)	PWS	\$ 92,000						\$92,000	Remove class II bike lanes and restripe for two lanes each direction
R 64		TBD	Median Landscape Improvements	05RTP	\$ 250,000						\$250,000	Improve irrigation & landscape on medians throughout central Marina
R 65		Impact Fee	Reservation Road - Imjin Road to Blanco Road	UVTIS	\$ 8,193,000						\$8,193,000	Widen to six lanes. Moved to funded projects.
R 66		CSUMB	InterGarrison - Abrams to Eastside	CSUMB	\$ -							Improve to arterial standards
R 67		CSUMB	General Jim Moore - 8th to Inter-Garrison	CSUMB	\$ -							Improve to arterial standards
R 72		TBD	Reservation Road - Salinas Ave. to Blanco Rd.	PWS	\$ -							Construct median improvements
R 73		TBD	Imjin Parkway - 2nd Ave. to Reservation Rd.	PWS	\$ -							Construct median improvements
R 74G		TBD	Reservation Road - De Forest to 500' E of Greseent Ave	PWS	\$ 370,000						\$370,000	Resurfacing of roadway. Completed as part of R 74B.
R 75		TBD	Flower Circle - Carmel Ave. to End	PWS	\$ 95,000						\$95,000	Resurfacing of roadway
R 76		TBD	Marina Drive - Drainage Improvements	PWS	\$ 100,000	\$100,000						Drainage Improvements in roadway
R 77		TBD	Reservation Rd. - 300ft. E of Crescent Ave.	PWS	\$ 100,000	\$100,000						Revise medians for new turn pocket
Impact Fee Funding Subtotal (including Grant funding)					\$ 80,778,632							
Federal Grant: R 46B Design Fee Only					\$ 1,600,000							
Impact Fee Funding Subtotal (less Federal Grant)					\$ 79,178,632							
Other Funding Subtotal (Including Federal Grant)					\$66,539,302							
Roadways Subtotal					\$145,717,934	\$1,378,200	\$1,780,000	\$2,250,000	\$2,250,000	\$33,865,632	\$104,194,102	



DRAFT 5 Year CIP Project List

Revised Date: Mar 2016

ID #	Fund #62	Funding	Project/Development Source	Development Mitigation No.	Cost Years	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020 to 2035	Remarks	
					1	2	3	4	5	6-20			
Parks - FUNDED													
P 02 A		Vince DiMaggio Park - ADA pathway improvements	MPRPD	BDS	\$ 50,000	\$10,000	\$40,000					New/improved pathways & parking stalls to incorporate ADA access	
P 03		Windy Hill Park	Impact Fees	PRMP	\$ 177,500						\$177,500	Construct restroom facilities & expansion – Marina Station Entitlements	
P 05		Community Center Park - Modify per Youth Center Concept	Impact Fees	PRMP	\$ 96,000	\$96,000						Landscape design w/ turf, plants, irrigation and playground equipment	
P 08		Park Site Marina Station Development (GPD)	Impact Fees	PRMP	\$ 2,036,000						\$2,036,000	Design and construct play fields, community park & recreational trails – Marina Station Entitlements	
P 09		Large Recreational Conveyance Parcel Development	Impact Fees/Developer	PRMP	\$ 7,283,000			\$1,000,000	\$3,141,500	\$3,141,500		Design and construct park; located SW corner of 2nd Ave and 8th St – Dunes Entitlements	
P 10		Small Recreational Conveyance Parcel	Impact Fees	PRMP	\$ 3,202,000						\$3,202,000	Design and construct park; located West of 2nd Ave and 3rd St – Dunes Entitlements	
P 11	719	Preston Park Phase III Improvements	Impact Fees	PRMP	\$ 6,200,000			\$121,564	\$6,078,436			Install lighting for baseball & soccer fields, add parking & tennis courts	
P 11A		Preston Park Concession Building	11,126,65890	BDS	\$ 17,900	\$17,900						Exterior Painting Project	
P 12		Abrams Park Development (Marina Heights)	Impact Fees/Developer	PRMP	\$ 9,426,000			\$673,000	\$4,376,500	\$4,376,500		Design and construct park (up to \$1,000,000 \$1,500,000 by Developer) – Marina Station Entitlements	
P 16	601	Locke Paddon Park to Vince DiMaggio Park	Impact Fees	PRMP	\$ 2,900,000					\$2,900,000		Construct pedestrian crosswalk with signal. Construct a pedestrian bridge or overcrossing	
P 18		Hilltop Park (UV)	By Developer	UVEIR	\$ 2,015,000		\$50,000	\$982,500	\$982,500			Neighborhood park improvements – Dunes Entitlements	
P 19		Community Park (GPD)	Impact Fee	PRMP	\$ 8,540,000		\$100,000	\$1,900,000	\$3,270,000	\$3,270,000		Upgrade of the community park	
P 25		Sport Center Stabilization	State Grant	UVEIR	\$ 456,550	\$456,550						Re-roofing & Exterior Painting to Roller Hockey, Swim Center & Chapel	
P 26		Veterans Trail, Parks Master Plan Update	Impact Fee	Reso. 2016	\$50,000	\$50,000						Fort Ord Recreational Trail & Greenway, Parks Master Plan Update	
Parks - UNFUNDED													
P 01		Glorya Jean Tate Park	TBD	PRMP	\$1,180,000			\$1,180,000				Park & field improvements; ADA upgrade	
P 06		Park Site Marina High School Joint Use - Fields	TBD	PRMP/ MPUSD MOU	\$25,996,840						\$25,996,840	Design and construct park/sport complex/joint use facility per Council Resolution No. 2007-111 for MPUSD MOU	
P 13		Beach Access Improvements	TBD	PRMP	\$106,000						\$106,000	Improve beach access four locations	
P 14		Mini Parks (GPD)	TBD	PRMP	\$252,000		\$126,000	\$126,000				Integration of ponds and mini parks	
P 15		Bike Paths and Trails	TBD	PBMP	\$568,000		\$141,000	\$100,000	\$100,000		\$227,000	Improve or construct new bike paths and trail throughout City	
P 20		Glorya Jean Tate Park Playground Upgrade	TBD	PWS	\$40,000		\$40,000					Playground equipment upgrade	
P 21B		Community Center Playground Equipment Upgrade	TBD	PWS	\$60,000		\$60,000					Playground equipment upgrade	
P 22		Windy Hill Park Playground Upgrade	TBD	PWS	\$40,000		\$40,000					Playground equipment upgrade	
P 23		Di Maggio Park Playground Upgrade	TBD	PWS	\$40,000		\$40,000					Playground equipment upgrade	
P 24		Vince DiMaggio Park - Retaining Wall	TBD	BDS	\$28,000		\$28,000					New retaining wall along norther property line	
					Impact Fee Funding Subtotal	\$39,910,500							
					Other Funding Subtotal	\$30,850,290							
					Parks Subtotal	\$70,760,790	\$630,450	\$605,000	\$6,143,064	\$17,948,936	\$13,688,000	\$31,745,340	
Public Facilities (Structures) - FUNDED													
F 03		Senior Center	Impact Fees/Developer	PRMP	\$4,350,000			\$1,450,000	\$1,450,000	\$1,450,000		Adjacent to Swimming Pool; Senior Center	
F 05		The Dunes PBC Rehab.	Impact Fees	PRMP	\$6,600,000		\$2,200,000	\$2,200,000	\$2,200,000			Rehab. Building	
F 11		Civic Center	Impact Fee	CIP/AB1600	\$8,200,000		\$8,200,000					Construct new building per General Plan	
F 23		Council Chambers ADA Improvements	TBD/PEG Grant	BDS	\$210,000						\$210,000	ADA bathroom improvements, technology improvements and dias relocation	
Public Facilities (Structures) - UNFUNDED													
F 02	005	Community Center Bldg.	TBD	PRMP	\$20,000		\$20,000					Enhancements to entry and paint the interior and exterior of building	
F 06		Banquet Facility Visitor Center	TBD	PRMP	\$2,200,000						\$2,200,000	Acquire land and rehab. Building	
F 13		Demolition of Old Corp Yard	TBD	CIP/AB1600	\$90,000		\$90,000					Demolition of old corporation yard	
F 14		City Hall Complex Rehabilitation	TBD	CIP/AB1600	\$250,000		\$250,000					Council Chamber remodel, finishes, ADA, HVAC, hazmat, pest control	
F 15		Corp Yard Fuel Station	TBD	MRAPCD	\$240,000		\$240,000					Construct above ground fuel station at corp yard, vapor recovery	
F 18		ES Building Rehabilitation	TBD	BDS	\$150,000		\$150,000					Rehabilitation and ADA upgrades to Engineering Services building on DX Road	
F 19		Fifth Street Corporation Yard Shed Building	TBD	BDS	\$10,000		\$10,000					New construction of shed structure for storage of equipment and materials	
F 20		New Electrical Service - City Hall	TBD	BDS	\$25,000						\$25,000	New electrical services	
F 21		New Electrical Service - Community Center	TBD	BDS	\$25,000						\$25,000	New electrical services	
					Impact Fee Funding Subtotal	\$19,150,000							
					Other Funding Subtotal	\$3,220,000							
					Public Facilities Subtotal	\$22,370,000	\$0	\$11,160,000	\$3,650,000	\$3,650,000	\$1,450,000	\$2,460,000	
Public Safety - FUNDED													
PS 01	725	Fire Station No. 1	Impact Fees	CIP/AB1600	\$5,430,000						\$5,430,000	New Fire Station	
PS 07		Animal Impound Facility Expansion	Impact Fees	CIP/AB1600	\$870,000						\$870,000	Expand facility to meet increase in population	
Public Safety - UNFUNDED													
PS 10		Police Station - Retaining Wall	TBD	BDS	\$90,000	\$90,000						New retaining wall at Police Station	
					Impact Fee Funding Subtotal	\$6,300,000							
					Other Funding Subtotal	\$90,000							
					Public Safety Subtotal	\$6,390,000	\$90,000	\$0	\$0	\$0	\$0	\$6,300,000	
					Impact Fee Funding Total	\$171,278,132							
					Other Funding Total	\$104,135,592							
					Grand Total	\$275,413,724	\$3,743,650	\$15,238,000	\$12,617,064	\$23,848,936	\$51,003,632	\$168,962,442	

Source Document	Source Document	Source Document	Legend
PRMP	Parks and Recreation Master Plan	PBMP	Pedestrian & Bicycle Master Plan
05RTP	TAMC 2005 Regional Transportation Plan	MHSP	Marina Heights Specific Plan
CIP/ AB1600	CIP Update & AB 1600 Report 2007	MPUSD MOU	Monterey Peninsula Unified School District MOU - May 2007
UVTIS	University Villages Traffic Impact Study	MRAPCD	Monterey Regional Air Pollution Control District Phase II Vapor Recovery Compliance
MHTIS	Marina Heights Traffic Impact Study	PSS	Public Safety Staff
MSTIS	Marina Station Traffic Impact Study	MPUSD TIS	MPUSD Traffic Impact Study
UVEIR	University Villages Environmental Impact Report		
CSUMB	California State University Monterey Bay – 2007 Master Plan	MPUSD	Monterey Peninsula Unified School District
FORA	FORA Report Feb. 17, 2005	GPD	General Plan Designated
PDS	Planning Division Staff	CEC	California Energy Commission
BDS	Building Division Staff	TBD	To Be Determined
PWS	Public Works Staff	NPSAF	National Parks Services Activity Fund
CSU DEIR	Cal State University Draft EIR		

MEMORANDUM

From: Alex Zabyshny, P.E. and Frederik Venter, P.E., Kimley-Horn and Associates

To: Nourdin Khayata, P.E. and Edrie Delos Santos, P.E., City of Marina

Date: May 12, 2016

Re: Development Impact Fee Study – 2016 Update: Cypress Knolls Adjustment

Purpose and Background

This memorandum describes changes to the *City of Marina Development Impact Fee Study – 2016 Update*, dated April 4, 2016, in conjunction with removal of Cypress Knolls contributions assumed under the now defunct Cypress Knolls development agreement.

The City of Marina is a rapidly growing community with planned development in several areas of the City, most notably the 1,500 acres of former Fort Ord, which will be developed over the next 15-20 years. In order to provide adequate public facilities, the City must update the development impact fee on a regular basis.

The area of the City to which the fees apply includes the current City of Marina General Plan Boundary. One of the assumptions in the latest report is that Cypress Knolls, Marina Heights, and Dunes projects have separate Development Agreements (DA) with the City for payment of fees. Therefore, their contributions were subtracted from the total cost of establishing a nexus, and the remainder of the cost is divided between the new General Plan buildout projects. Specifically, it was assumed that Cypress Knolls project has established fees for public building facilities, public safety, roadways and intersections, and parks.

During the City of Marina Council meeting on May 3, 2016, the City Council directed staff to provide an impact fee cost comparison if Cypress Knolls development were to be removed since the DA is not signed.

The following section addresses how the changes related to the Cypress Knolls adjustment affect the impact fees previously calculated in *City of Marina Development Impact Fee Study – 2016 Update* report.

Analysis

Table 1 shows the changes to the fee calculations for each of the City development impact fee programs addressed in the latest report. As expected, without including potential Cypress Knolls Development Agreement contributions, the development impact fees increase across all addressed programs: Public Building Facilities, Public Safety Facilities, Roadways, Intersections, and Park Facilities.

The updated calculations assume that Cypress Knolls will not be built and nothing would be built in its place.

If Council opts to adopt impact fees without Cypress Knolls development (i.e. no Cypress Knolls DA), any future development on Cypress Knolls will be subject to the City adopted impact fees and an Impact Fee Study update will be necessary at that time.

Table 1. Development Impact Fee (2016 Update) Assuming Cypress Knolls Development Agreement (DA) and Assuming No Cypress Knolls DA

Land Use	Public Buildings Fee		Public Safety Fee		Roadways Fee		Intersections Fee		Parks Fee		Total Fee ¹	
	Cypress Knolls DA	No Cypress Knolls DA	Cypress Knolls DA	No Cypress Knolls DA	Cypress Knolls DA	No Cypress Knolls DA	Cypress Knolls DA	No Cypress Knolls DA	Cypress Knolls DA	No Cypress Knolls DA	Cypress Knolls DA	No Cypress Knolls DA
Residential												
Single Family Dwelling Units	\$ 3,313	\$ 3,702	\$ 559	\$ 797	\$ 6,790	\$ 6,981	\$ 1,595	\$ 1,692	\$ 6,217	\$ 8,017	\$ 18,474	\$ 21,189
Senior Homes	\$ 2,208	\$ 2,468	\$ 373	\$ 531	\$ 2,625	\$ 2,698	\$ 616	\$ 654	\$ 4,145	\$ 5,345	\$ 9,967	\$ 11,697
Assisted Living - Senior	\$ 1,227	\$ 1,371	\$ 207	\$ 295	\$ 1,883	\$ 1,936	\$ 442	\$ 469	\$ 2,303	\$ 2,969	\$ 6,062	\$ 7,041
Multi-Family Dwellings	\$ 3,067	\$ 3,428	\$ 518	\$ 738	\$ 4,743	\$ 4,876	\$ 1,114	\$ 1,182	\$ 5,757	\$ 7,423	\$ 15,199	\$ 17,647
Mobile Home Park	\$ 3,067	\$ 3,428	\$ 518	\$ 738	\$ 3,559	\$ 3,659	\$ 836	\$ 887	\$ 5,757	\$ 7,423	\$ 13,737	\$ 16,135
Campground/RV Park	\$ 3,067	\$ 3,428	\$ 518	\$ 738	\$ 1,926	\$ 1,980	\$ 452	\$ 480	\$ 5,757	\$ 7,423	\$ 11,720	\$ 14,049
Non-residential												
Office/Research	\$ 169	\$ 263	\$ 345	\$ 492	\$ 7,867	\$ 8,088	\$ 1,848	\$ 1,960	\$ -	\$ -	\$ 10,228	\$ 10,803
Retail/Service	\$ 101	\$ 158	\$ 207	\$ 295	\$ 13,221	\$ 13,593	\$ 3,105	\$ 3,295	\$ -	\$ -	\$ 16,634	\$ 17,340
Industrial	\$ 34	\$ 53	\$ 69	\$ 98	\$ 4,971	\$ 5,111	\$ 1,167	\$ 1,239	\$ -	\$ -	\$ 6,241	\$ 6,501
Hotel	\$ 46	\$ 71	\$ 93	\$ 133	\$ 5,827	\$ 5,991	\$ 1,369	\$ 1,452	\$ -	\$ -	\$ 7,334	\$ 7,647
Church	\$ 34	\$ 53	\$ 69	\$ 98	\$ 6,497	\$ 6,680	\$ 1,526	\$ 1,619	\$ -	\$ -	\$ 8,126	\$ 8,450
Day Care Center	\$ 135	\$ 210	\$ 276	\$ 394	\$ 52,820	\$ 54,306	\$ 12,405	\$ 13,163	\$ -	\$ -	\$ 65,636	\$ 68,072
Animal Hospital/Veterinary Clinic	\$ 202	\$ 315	\$ 414	\$ 590	\$ 33,663	\$ 34,610	\$ 7,906	\$ 8,389	\$ -	\$ -	\$ 42,186	\$ 43,905
Medical/Dental Office Building	\$ 202	\$ 315	\$ 414	\$ 590	\$ 25,768	\$ 26,493	\$ 6,052	\$ 6,421	\$ -	\$ -	\$ 32,437	\$ 33,820
Casino/Video Lottery	\$ 202	\$ 315	\$ 414	\$ 590	\$ 95,783	\$ 98,478	\$ 22,496	\$ 23,869	\$ -	\$ -	\$ *	\$ *
Casino	\$ 202	\$ 315	\$ 414	\$ 590	\$ 28,122	\$ 28,913	\$ 6,605	\$ 7,008	\$ -	\$ -	\$ *	\$ *

Notes:

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

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

April 7, 2016

Item No. **9b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 17, 2016

CITY COUNCIL CONSIDER OPENING A PUBLIC HEARING, TAKE ANY TESTIMONY FROM THE PUBLIC, INTRODUCING ORDINANCE TEXT AMENDMENT DELETING MUNICIPAL CODE, TITLE 5, CHAPTER 5.36 "MASSAGE BUSINESSES" AND ADDING A NEW CHAPTER 5.36 TO REDEFINE "MASSAGE," "MASSAGE PRACTITIONERS," "MASSAGE THERAPISTS," "MASSAGE ESTABLISHMENTS," AND REQUIRE LICENSING IN COMPLIANCE WITH THE LAWS OF THE STATE OF CALIFORNIA

REQUEST:

It is requested that the City Council:

1. Consider opening a public hearing, and;
2. Consider introducing ordinance text amendment deleting Municipal Code, Title 5, Chapter 5.36 "Massage Businesses," and adding a new Chapter 5.36 to redefine "Massage," "Massage Practitioners," "Massage Therapists," "Massage Establishments," and require licensing in compliance with the laws of the State of California.

BACKGROUND:

The City of Marina has had massage businesses since before its incorporation in 1975. To provide oversight and regulation of these businesses, the City enacted Marina Municipal Code Chapter 5.36 "Massage Businesses". The task of overseeing and permitting massage businesses and their employees, per the Municipal Code, is the responsibility of the Police Department.

Municipal Code Chapter 5.36 ("**EXHIBIT A**") has remained unchanged since 1978, except for Section 5.36.090 "Massage Technicians – Permit contents", which was modified in 1996 (96-25).

The City's current massage business ordinance requires each massage business, owner and manager, and massage therapists to obtain a permit from the Chief of Police. The ordinance also sets forth minimum health and safety requirements and operating rules and regulations. For example, massage businesses must comply with minimum clothing, sanitary condition and hours of operation requirements.

In 2008, State law (Senate Bill 731) was enacted prohibiting cities and counties from imposing ordinances, regulations, rules, requirements, or restrictions on California Massage Therapy Council ("CAMTC") certified individuals or businesses that use only CAMTC certified professionals to provide massage for compensation, unless those regulations are also uniformly applied to other businesses that provide professional services (i.e., law offices and accounting businesses). Massage businesses had to be treated similarly to other professional service businesses. As a result, Senate Bill 731 severely limited the City's ability to enforce its massage ordinance.

On September 18, 2014, Governor Jerry Brown signed Assembly Bill 1147, the Massage Therapy Act, into law. The new law went into effect on January 1, 2015. Under Assembly Bill 1147, as of January 1, 2015, cities and counties have the authority to regulate massage businesses, as long as the regulations do not violate the provisions of California Business and Professions Code Sections 460 and 4600-4621, and California Government Code Section 51034.

Currently, the City's Massage Business ordinance does not comply with either SB 731 or AB 1147 and passage of the proposed ordinance (“**EXHIBIT B**”) is critical to legally enforce and administratively oversee massage establishments in the City.

ANALYSIS:

A thorough examination by the Police Department and the City Attorney of SB 731, related Business & Professions Code statutes, AB 1147 and MMC 5.36 was completed and the proposed ordinance was drafted as the current ordinance does not meet the requirements of State law.

The propose ordinance redefines “Massage”, “Massage Practitioners”, “Massage Therapists”, “Massage Establishments”, and require licensing in compliance with the laws of the State of California. The level of change needed to bring the Municipal Code in line with current law and for ease of understanding necessitates deleting the current ordinance and replacing it with the proposed ordinance. However, the proposed ordinance preserves specific information from the current ordinance that is unique to the City, but does not conflict with current California law.

The proposed ordinance requires all massage therapists and massage practitioners be certified by the California Massage Therapy Council (CAMTC). The Police Department would no longer have to manage the permitting process and monitoring permit compliance of current permittees.

However, massage establishments will still have to be permitted by the City (i.e. the Police Department). It would be the responsibility of massage businesses to ensure their employees are properly permitted and provide employee information to the Police Department.

The proposed ordinance has an inspection component (Section 5.36.130) that will allow the Police Department to inspect the business as well as its records as stated below:

5.36.130 Inspection.

The police department, building inspector, any other appropriate city official, and the county health department, shall make reasonable and periodic inspections of the records kept as required by this chapter, and of the foyer, hallways, restrooms and other areas used or intended for use in common by customers, rooms in which massages are given (whether occupied or unoccupied), and unoccupied rooms of each and every massage establishment in the city during hours of the business operation for the purpose of determining that there is compliance with the provisions of this chapter and the laws of the state.

Some commonly asked questions regarding AB 1147 have been addressed by the League of California Cities. The FAQs sheet (“**EXHIBIT C**”) is available for review.

If the proposed ordinance is approved by Council, the Police Department will send letters to these establishments notifying them of the new requirements. The updated Massage Ordinance will be administered and enforced within the existing resources of the Police Department.

Passage of the proposed ordinance will trigger a need to enact a revision of Marina Municipal Code, Chapter 17.27 “Adult Business and Massage Establishments” to comply with State Law and a CEQA review will need to be completed. Council passage of the proposed ordinance prior to submission and review of the revised Chapter 17.27 by the Planning Commission is highly recommended and permit able as per the City Attorney. Proposed changes to Chapter 17.27 “Adult Business and Massage Establishments” have been prepared (“**EXHIBIT D**”).

Beyond the legal requirements of SB 731 passage of proposed ordinance will enable the City to protect and promote the public health, safety and welfare by disallowing massage businesses which are not licensed and do not have certified massage therapists and practitioners.

FISCAL IMPACT:

Passage of the proposed ordinance will create a negative financial impact as it relates to funds received from new applications and yearly permit renewals of massage therapists and practitioners. It is estimated a loss of \$1,680 per year will be seen in permit renewals. It is unknown as to the loss of new permit revenues which cost \$317 per application.

Massage business and massage establishment permits will see no reduction in revenue and should remain consistent.

CONCLUSION:

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

Respectfully submitted,

Richard J. Janicki, Jr., Management Analyst
Police Department
City of Marina

REVIEWED/CONCUR:

Edmundo Rodriguez
Chief of Police
City of Marina

Layne Long
City Manager
City of Marina

ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA TO DELETE MUNICIPAL CODE, TITLE 5, CHAPTER 5.36 (MASSAGE BUSINESSES) AND ADD A NEW CHAPTER 5.36 TO REDEFINE “MASSAGE, “MASSAGE PRACTITIONERS,” “MASSAGE THERAPISTS,” “MASSAGE ESTABLISHMENTS,” AND REQUIRE LICENSING IN COMPLIANCE WITH THE LAWS OF THE STATE OF CALIFORNIA

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

WHEREAS, the California Legislature adopted SB 731, which added Business and Professions Code Sections 4600 *et seq*, 37101, 1600, to create a voluntary certification program for the massage therapy profession in order to “enable consumers to easily identify credible certified massage therapists” who have received background checks, been trained at approved schools, passed an examination and received certification from the California Massage Therapy Council; and

WHEREAS, SB 731 provides that a city is limited in the manner in which it can regulate certified massage therapist and practitioners, and conversely, that it has greater latitude to regulate those persons who are not certified by the California Massage Therapy Council; and

WHEREAS, the proposed ordinance will enable the City to protect and promote the public health, safety and welfare by disallowing massage businesses which are not licensed and do not have certified massage therapists and practitioners:

NOW THEREFORE, the Marina City Council declares as follows:

1. Chapter 5.36 is Deleted and is Substituted with a New Chapter 5.36 to Read As Follows”

5.36.010 Purpose.

It is the purpose and intent of this chapter to provide for the orderly regulation of the business of massage in the city by establishing certain minimum standards for the conduct of this type of business to protect the public health, safety and welfare of the residents of the city.

5.36.020 Statutory authority.

The ordinance codified in this chapter is adopted pursuant to Sections 51030 through 51034 of the California Government Code; Business and Professions Code Sections 4600 *et seq*, 37101, 1600; and, Section 7 of Article XI of the Constitution of the State of California and regulates the business and practice of massage to the extent authorized therein.

5.36.030 Definitions.

Whenever used in this chapter, the following words and phrases shall be defined as follows:

A. California Massage Therapy Council “CAMTC.”

“California Massage Therapy Council” or “CAMTC” shall mean the California Massage Therapy Council created under California Business and Professions Code Section 4602.

B. Certified Massage Practitioner.

“Certified Massage Practitioner” shall mean a person who is currently certified as a massage practitioner by the CAMTC pursuant to California Business and Professions Code Section 4604.2 and who administers massage for compensation.

C. Certified Massage Therapist.

“Certified Massage Therapist” shall mean a person who is currently certified as a massage therapist by the CAMTC pursuant to California Business and Professions Code Section 4604 and who administers massage for compensation.

D. Employee.

“Employee” shall mean any person, including the Certified Massage Therapist or Certified Massage Practitioner, who renders any service to the licensee, who receives compensation directly from the licensee, and who has a physical contact with the customers and clients.

E. Health Officer.

“Health officer” shall mean the Health Officer of the County of Monterey or his authorized representative.

F. Massage.

“Massage” shall mean the application of various techniques to the soft tissues of the human body as defined in California Business and Professions Code Section 4601. Application of massage techniques may include, but is not limited to, any method of pressure or friction, stroking, kneading, rubbing, tapping, stretching, pounding, vibrating, or stimulating the external surfaces of the body with hands or with any object or appliance

G. Massage establishment.

“Massage establishment” shall mean a place where certified massage therapists or certified massage practitioners practice massage as provided in California Business and Professions Code Section 4601(f).

H. “Licensee” shall mean any person operating or maintaining a massage establishment.

I. “Person” shall mean any individual, copartnership, firm, association, joint stock company, corporation or combination of individuals of whatever form or character.

5.36.040 Massage for compensation shall only be permitted in City by a certified massage therapist or certified massage practitioner.

Except as set forth in 5.36.043, it shall be unlawful for any person to provide massage in exchange for compensation in the City of Marina unless they are a certified massage therapist or certified massage practitioner.

5.36.040.5 Massage Establishment.

Except as set forth in 5.36.043, no person shall engage in, conduct or carry on, or permit to be engaged in, conducted or carried on, in or upon any premises in the City of Marina, the operation of a massage establishment without first having obtained a license therefor from the Chief of Police, or his or her designee, in accordance with the provisions of this Chapter. A massage establishment license does not authorize the licensee to provide massage therapy services, and it is unlawful to do so without a valid CAMTC certification.

5.36.041 Separate locations.

A separate license must be obtained for each branch location in which the operation of a massage establishment is to be carried on.

5.36.042 Display of License – Massage establishment.

Every massage establishment license issued pursuant to the provisions of this Chapter shall at all times be displayed in a conspicuous place within the massage establishment.

5.36.043 License Exceptions.

The license requirements of this Chapter shall not apply to the following persons while engaged in the performance of their duties:

- (a) Any individual licensed to practice the art of healing as defined under Business and Professions Code Section [500](#) et seq. while engaging in a practice within the scope of their license;
- (b) Any person licensed to practice barbering or cosmetology as defined in Business and Professions Code Section [7300](#) et seq. while engaging in a practice within the scope of their license;
- (c) Trainers of any amateur, semiprofessional or professional athlete or athletic teams while engaging in their training responsibilities for and with athletes;
- (d) Any employee of a California state-licensed hospital, nursing home, or other state-licensed physical or mental health facility while engaging in a practice within the scope of their employment;
- (e) Accredited high schools and colleges, and their coaches and trainers while acting within the scope of their employment;
- (f) Accredited colleges or universities that offer massage therapy programs whose instructors and students are acting within the scope of their employment or within the scope of their curriculum; and
- (g) Any other business or professions exempt by State law.

5.36.044 Nontransferability.

No license issued pursuant to the provisions of this Chapter is transferable to any other person or location.

5.36.050 License—Application—Contents.

A. Any person desiring to obtain a license to operate a massage establishment shall make an application to the chief of police or his designated representative. An annual nonrefundable fee established by resolution of the city council shall accompany the submission of each application to defray in part the cost of investigation, inspection and enforcement of this chapter.

B. Each applicant for a license to operate a massage establishment shall furnish the following information to the chief of police:

1. The full true name and any other names used by the applicant;
2. The present address and telephone number of the applicant;
3. The proposed name and address of the massage establishment;
4. Each residence and business address of applicant for the three years immediately preceding the date of the application, and the inclusive dates of applicant's use of each such address;
5. The form of business under which the applicant will be conducting the massage establishment, i.e., corporation, general or limited partnership, limited liability company, or other form. If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown in its articles of incorporation, together with the names and residence addresses of each of its officers, directors, and each shareholder holding more than 10 percent of the stock of the corporation. If the applicant is a general or limited partnership, the application shall set forth the

name and residence address of each of the partners, including limited partners. If one or more of the partners is a corporation, the provisions of this section pertaining to a corporate applicant shall apply. If the applicant is a limited liability company, the application shall set forth the name and residence address of each of the members. If one or more of the members is a partnership, limited liability company, or corporation, the provisions of this section pertaining to a partnership, limited liability company, or corporate applicant shall apply, as applicable.

6. The name and address of the owner of the real property upon, in, or from which the certified massage establishment is to be operated. In the event the applicant is not the legal owner of the property, the application shall be accompanied by a copy of any written lease between the applicant and the property owner authorizing use of the premises for a massage establishment, or, alternatively, if there is no written lease, then a written, notarized acknowledgment from the property owner that the property owner has been advised that a massage establishment will be operated by the applicant upon, in, or from the property owner's property.

7. A description of the proposed massage establishment, including the type of treatments to be administered.

8. The name of each employee who the massage establishment does or will employ or retain to perform massage therapy for compensation, whether on or off the massage establishment premises.

9. For each person who the massage establishment does or will employ or retain to perform massage therapy for compensation, whether on or off the massage establishment premises, a copy of that individual's current certification from the CAMTC as a certified massage practitioner or certified massage therapist, and a copy of his or her current CAMTC-issued identification card.

10. For each owner of the massage establishment who is a CAMTC-certified massage professional, a copy of his or her current certification from the California Massage Therapy Council as a certified massage practitioner or as a certified massage therapist and a copy of his or her current California Massage Therapy Council-issued identification card.

11. For each owner of the massage establishment who is not a CAMTC-certified massage professional, the following information:

(a) Whether any owner of the massage establishment has within the five years immediately preceding the date of application been convicted in any state of any misdemeanor or felony.

(b) Whether any owner of the massage establishment is currently required to register under the provisions of Section [290](#) of the California Penal Code.

(c) The business, occupation, and employment history of each owner of the massage establishment for five years preceding the date of application, and the inclusive dates of same.

(d) For any owner who is not a CAMTC-certified massage professional, one set of fingerprints of each owner of the massage establishment in a form satisfactory to the permit authority. The fingerprints shall be taken at a place designated by the permit authority, and any required fee for such fingerprinting shall be paid by the applicant.

12. Whether any license or permit has ever been issued to the applicant by any jurisdiction under the provisions of any ordinance or statute governing massage therapy, and as to any such license or permit, the name and address of the issuing authority, the effective dates of such license or permit, whether such license or permit was ever suspended, revoked, withdrawn, or denied; and copies of any documentary materials relating to such suspension, revocation, withdrawal, or denial.

13. Such other information as may be required by the permit authority to determine compliance with any other eligibility requirements for issuance of the permit as specified by federal, state, or local law.

5.36.060 Issuance or denial of license.

The chief of police or his or her designee shall, within thirty (30) days after receipt of an application complying with all the provisions of this Chapter, issue a license or deliver to the applicant, personally or by mail, written notice of denial of the license, setting forth the reason or reasons therefor, in accordance with the provisions of 5.36.070.

5.36.070 Grounds for denial of license.

The chief of police or his or her designee shall deny the license if he or she finds:

- (a) The massage establishment, as proposed by the applicant, would not comply with the requirements of this code and/or with any applicable law, including but not limited to the City's building, fire, zoning, and health regulations.
- (b) The applicant has knowingly made any false, misleading or fraudulent statement of material fact in the application for a massage establishment permit.
- (c) Any owner of the massage establishment, within five years immediately preceding the date of filing of the application, has been convicted in a court of competent jurisdiction of any offense that relates directly to the operation of a massage establishment whether as a massage establishment owner or operator or as a person practicing massage for compensation, or as an employee of either; or has at any time been convicted in a court of competent jurisdiction of any misdemeanor or felony the commission of which occurred on the premises of a massage establishment.
- (d) Any owner of the massage establishment is currently required to register under the provisions of Section [290](#) of the California Penal Code.
- (e) Any owner of the massage establishment, within five years of the date of application, has been convicted in a court of competent jurisdiction of any violation of Sections [266](#), [266a](#), [266e](#), [266f](#), [266g](#), [266h](#), [266i](#), [266j](#), [315](#), [316](#), [318](#), [647\(b\)](#), or [653.22](#) of the California Penal Code, or any other crime involving theft, dishonesty, fraud or deceit; or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses. A violation of Health and Safety Code Section [11550](#) or any offense involving the illegal sale, distribution or possession of a controlled substance specified in Health and Safety Code Section [11054](#), [11055](#), [11056](#), [11057](#) or [11058](#); or any offense under a statute of any state or ordinance of any city or county, which is the equivalent of any of the aforementioned offenses, including Business and Professions Code Section [4609\(a\)](#).
- (f) Any owner of the massage establishment has been subjected to a permanent injunction against the conducting or maintaining of a nuisance pursuant to Sections [11225](#) through [11235](#) of the California Penal Code, or any similar provision of law in a jurisdiction outside the State of California.
- (g) Any owner of the massage establishment who is an individual has not attained the age of 18 years.
- (h) Any owner of the massage establishment, within five years immediately preceding the date of filing of the application, has had a permit or license to practice massage for compensation or to own and/or operate a massage establishment revoked or denied in any jurisdiction.

If prosecution is pending against the applicant for conduct listed in this section, the chief of police may postpone decision on the application until the final resolution of the prosecution. As used in this subsection, "prosecution" means charges filed by the district attorney, administrative proceedings brought by a local government or agency, or a civil or administrative action maintained by any city, county, state, or government.

5.36.080 Operating requirements for massage establishments.

No person, association, partnership or corporation, shall engage in, conduct or carry on, or permit to be engaged in, conducted or carried on, the operation of a massage establishment unless each and all of the following requirements are met:

- A. Massage operations shall be carried on, and the premises shall be open, only between the hours of ten a.m. and twelve a.m. (midnight).
- B. A list of services available and the cost of such services shall be posted in an open and conspicuous public place on the premises. The services shall be described in readily understandable language. No person shall permit or offer to perform, any services other than those posted.
- C. A minimum of one tub or shower and one toilet and washbasin shall be provided for the patrons in every massage establishment. Hot and cold running water under pressure shall be provided to all washbasins, bathtubs, showers and similar equipment. Each washbasin shall be provided with soap or detergent and sanitary towels placed in permanently installed dispensers. A trash receptacle shall be provided in every toilet room.
- D. The massage establishment shall provide each client or patron thereof with a separate locker which shall have a locking device of a type approved by the chief of police or his designee and to which each client or patron shall be given a key and be allowed to store therein any valuables which the client or patron may bring to the massage establishment. There shall be no duplicate keys to such lockers; however, the owner, manager or the operator of the premises may retain within his or her sole management or control, a master key which allows access to such lockers. Said master key may be utilized for emergency purposes only when a locker or lockers contain valuables belonging to a client or patron of the massage establishment.
- E. Clean and sanitary towels, sheets and linens shall be provided for each patron receiving massage services. No common use of towels or linens shall be permitted and reuse is prohibited unless they have been first laundered. Heavy white paper may be substituted for sheets; provided, that such paper is used once for each person then discarded into a sanitary receptacle.
- F. Disinfecting agents and sterilizing equipment sufficient to assure the cleanliness and safe condition thereof shall be provided for any instruments used in performing any massage. Instruments shall be disinfected after use on each patron.
- G. Pads used on massage tables shall be covered in a workmanlike manner with durable, washable plastic or other waterproof material.
- K. No massage establishment granted a license under the provisions of this chapter shall place, publish or distribute or cause to be placed, published or distributed, any advertisement, picture or statement which is known or through the exercise of reasonable care should be known to be false, deceptive or misleading in order to induce any person to purchase or utilize any professional massage services.

L. No person shall sell, give, dispense, provide or keep, or cause to be sold, given, dispensed, provided or kept, any alcoholic beverage on the premises of any massage establishment.

M. No person shall enter, be or remain in, any part of a massage establishment while in the possession of or while consuming or using any alcoholic beverage or drugs, except pursuant to a prescription for such drugs. The owner, operator or manager shall not permit any such person to enter or remain upon such premises.

5.36.090 Operative date for massage business.

Any person, association, partnership or corporation engaging in, conducting, or carrying on the operation of, a massage establishment on the effective date of the ordinance codified in this chapter shall, except as otherwise specifically provided herein, comply with all of the provisions of this chapter within ninety days of the effective date of the ordinance codified in this chapter.

5.36.100 Name of business.

No person, association, partnership or corporation licensed to do business as herein provided shall operate under any name or conduct his business under any designation not specified in his license.

5.36.110 Change of business location.

A change of location of a licensed massage establishment shall be approved by the chief of police, provided all applicable provisions of this chapter are complied with and a nonrefundable change of location fee as established by resolution of the city council has been paid to the chief of police, and the county health department and the city building department have inspected the new location and have advised the chief of police that it complies with the requirements of this chapter.)

5.36.120 Sale or transfer of business.

Upon the sale or transfer of any interest in a massage establishment including, in the case of a corporate owner, the sale or transfer of stock to a person who would hold more than five percent of the stock of the corporation, any license heretofore issued for such establishment or business shall be null and void. A new application shall be made in accordance with and subject to all the provisions of Sections 5.36.050 by any person, form or entity desiring to own or operate the massage establishment or off-premises massage business. The application shall be accompanied by payment of the respective annual nonrefundable fees specified in Section 5.36.050 in addition to the payment of a sale or transfer fee as specified by resolution of the city council. Any such sale or transfer of any interest in any existing massage establishment or any application for an extension or expansion of the building or other place of business of the massage establishment shall require inspection and shall require compliance with this Chapter.

5.36.130 Inspection.

The police department, building inspector, any other appropriate city official, and the county health department, shall make reasonable and periodic inspections of the records kept as required by this chapter, and of the foyer, hallways, restrooms and other areas used or intended for use in common by customers, rooms in which massages are given (whether occupied or unoccupied), and unoccupied rooms of each and every massage establishment in the city during hours of the business operation for the purpose of determining that there is compliance with the provisions of this chapter and the laws of the state.

5.36.140 Suspension or revocation of license.

The chief of police shall revoke a License issued pursuant to the provisions of this Article if:

- (a) The person(s) to whom the massage establishment permit has been issued, or any employee have violated any provision of this Chapter or any relevant California or Federal law.
- (b) The licensee or any employee has been convicted in a court of competent jurisdiction of having violated any of the following: California Penal Code Sections [266](#), [266a](#), [266e](#), [266f](#), [266g](#), [266h](#), [266i](#), [266j](#), [315](#), [316](#), [318](#), [647\(b\)](#), or [653.22](#), of the California Penal Code, or any other crime involving theft, dishonesty, fraud or deceit; or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses. A violation of Health and Safety Code Section [11550](#) or any offense involving the illegal sale, distribution or possession of a controlled substance specified in Health and Safety Code Section [11054](#), [11055](#), [11056](#), [11057](#) or [11058](#); or any offense under a statute of any state or ordinance of any city or county, which is the equivalent of any of the aforementioned offenses, including Business and Professions Code Section [4609\(a\)](#) or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses.
- (c) The licensee or any employee is required to register under Section [290](#) of the California Penal Code.
- (d) The licensee has been subject to a permanent injunction against the conducting or maintaining of a nuisance pursuant to this code, or Sections [11225](#) through [11235](#) of the California Penal Code, or any similar provision of law in any jurisdiction outside the State of California.
- (e) The licensee or any employee of the massage establishment has engaged in fraud or misrepresentation or has knowingly made a misstatement of material fact while working in or for the massage establishment.
- (f) The licensee has continued to operate the massage establishment after massage establishment permit has expired or been suspended.
- (g) Massage is or has been performed on the premises of the massage establishment, with or without the licensee's actual knowledge, by any person who is not a duly authorized CAMTC-certified massage professional.

Notice of revocation of the license shall be given in writing to the licensee by the chief of police. The licensee shall cease all operations under the permit within forty-eight (48) hours of delivery of said notice, unless a notice of appeal is filed pursuant to the provisions of 5-36-150.

5.36.150 Appeal.

An applicant or licensee may appeal any action or determination of the chief of police under the provisions of this Chapter by filing written notice thereof with the city clerk not later than forty-eight (48) hours after the delivery of any written notice given by the chief of police. The effect of revocation of a license shall be suspended by the filing of a notice of appeal until the determination of the appeal by the City Council. The City Council shall hold a public hearing on the appeal at its next regular meeting occurring more than seven (7) days after filing of the notice of appeal. Notice of said hearing shall be published once in the official newspaper and delivered in writing, personally or by mail, to the applicant or licensee not less than five (5) days prior to said hearing. At such hearing the applicant or licensee shall be required to show sufficient cause why the action or determination of the chief of police should not be upheld. The City Council shall, at said hearing, hear all other interested parties who desire to be heard. The determination of the City Council on the appeal shall be final and conclusive.

5.36.160 Mailed notice.

Any notice mailed pursuant to the provisions of this Article or of Article 4 of this Chapter shall be deemed delivered twenty-four (24) hours after its deposit in a post office or mailbox.”

2. Validity of Ordinance. If any part of this ordinance is held to be invalid, unlawful, or unconstitutional, it shall not affect the validity of any other part of the ordinance.
3. Effective Date. This ordinance shall take effect and be in force 30 days from and after its final passage.
4. Posting of Ordinance. Within 15 days after the passage of this ordinance, the City Clerk shall cause it to be posted in the three public places designated by resolution of the City Council.

The foregoing ordinance was passed and adopted at a duly held meeting of the City

Council of the City of Marina held on the 3rd day of, May 2016 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Shepherd-Sharp, Acting Deputy City Clerk

Chapter 5.36 MESSAGE BUSINESSES

Sections:

- [5.36.010](#) Purpose.
- [5.36.020](#) Statutory authority.
- [5.36.030](#) Definitions.
- [5.36.040](#) License required.
- [5.36.050](#) License—Application—Contents.
- [5.36.060](#) License required for off-premises business.
- [5.36.070](#) Off-premises massage business license—Application—Contents.
- [5.36.080](#) Massage technician—Permit required.
- [5.36.090](#) Massage technician—Permit contents.
- [5.36.100](#) Exemptions.
- [5.36.110](#) Operative date for massage technicians.
- [5.36.120](#) Operating requirements for massage establishments.
- [5.36.130](#) Operative date for massage business.
- [5.36.140](#) Name of business.
- [5.36.150](#) Change of business location.
- [5.36.160](#) Sale or transfer of business.
- [5.36.170](#) Inspection.
- [5.36.180](#) Suspension or revocation of license or permit.
- [5.36.190](#) Suspension hearing.
- [5.36.200](#) Stay of suspension or revocation.
- [5.36.210](#) Suspension appeal.

5.36.010 Purpose.

It is the purpose and intent of this chapter to provide for the orderly regulation of the business of massage and massage technicians in the city by establishing certain minimum standards for the conduct of this type of business to protect the public health and welfare of the residents of the city. (Ord. 78-2 § 1, 1978)

5.36.020 Statutory authority.

The ordinance codified in this chapter is adopted pursuant to Sections [51030](#) through [51034](#) of the California Government Code, and regulates the business and practice of massage to the extent authorized therein. (Ord. 78-2 § 2, 1978)

5.36.030 Definitions.

Whenever used in this chapter, the following words and phrases shall be defined as follows:

- A. “License” means the business license to operate a massage establishment or off-premises massage business as required by this chapter.
- B. “Massage” means any method of pressure on, or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating the external parts of the human body with the hands or other parts of the body, with or without the aid of any mechanical or electrical apparatus or appliances, or with or without supplementary aids such as rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments or other similar preparations commonly used in the practice of massage.
- C. “Massage establishment” means any establishment having a fixed place of business where any individual, firm, association, partnership or corporation engages in, conducts, carries on or permits to be engaged in, conducted or carried on, for any form of consideration whatsoever, “massages” as defined in subsection B of this section.
- D. “Massage technician” means any person who gives or administers to another person, for any form of consideration whatsoever, a “massage” as defined in subsection B of this section.
- E. “Off-premises massage” means the activity of providing massage services for any form of consideration whatsoever, at a location other than premises licensed as a massage establishment.
- F. “Permit” means the permit to engage in the activities of a massage technician as required by this chapter. (Ord. 78-2 § 3, 1978)

5.36.040 License required.

It is unlawful for any person, association, partnership or corporation to engage in, conduct, carry on or to permit to be engaged in, conducted or carried on, in or upon any premises within the city, the operation of a “massage establishment” as defined in Section [5.36.030](#) without a license issued pursuant to the provisions of this chapter for each and every such massage establishment. The license required shall be in addition to any business tax license required by any other city ordinance. (Ord. 78-2 § 4, 1978)

5.36.050 License—Application—Contents.

- A. Any person, association, partnership or corporation desiring to obtain a license to operate a massage establishment shall make an application to the chief of police or his designated representative. An annual nonrefundable fee established by resolution of the city council shall accompany the submission of each application to defray in part the cost of investigation, inspection and enforcement of this chapter.

B. Each applicant for a license to operate a massage establishment shall furnish the following information to the chief of police:

1. The full true name and any other names used by the applicant;
2. The present address and telephone number of the applicant;
3. The proposed name and address of the massage establishment;
4. Each residence and business address of applicant for the three years immediately preceding the date of the application, and the inclusive dates of applicant's use of each such address;
5. Written proof that the applicant is at least eighteen years of age;
6. Applicant's height, weight and color of eyes and hair;
7. Two photographs of applicant at least two inches by two inches taken within six months immediately preceding the date of application. One photograph shall be retained by the chief of police and one photograph shall be affixed to the license;
8. Applicant's business, occupation and employment history for the three years immediately preceding the date of application;
9. The business license or permit history of the applicant; whether such applicant has ever had any license or permit issued by any agency, board, city, county or state revoked or suspended, or has had any professional or vocational license or permit revoked or suspended, and the reason therefor;
10. All criminal convictions, except traffic violations, and a statement of the dates and places of such convictions;
11. If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown in its articles of incorporation or charter, together with the state and date of incorporation and names and residence addresses of each of its current officers and directors, and of each stockholder holding more than five percent of the stock of the corporation. If the applicant is a partnership, the application shall set forth the name and residence addresses of each of the partners, including limited partners. If the applicant is a limited partnership, it shall furnish a copy of its certificate of limited partnership as filed with the county clerk. If one or more of the partners is a corporation, the provisions of this subsection pertaining to corporate applicants shall apply. The applicant, corporation or partnership shall designate one of its officers or general partners to act as its responsible managing officer. Such person shall complete and sign all application forms required of an individual applicant under this subsection, but only one application fee shall be charged;

12. The name and address of the owner and lessor of the real property upon or in which the business is to be conducted, and a copy of the lease or rental agreement;
13. Such other identification and information as may be required in order to discover the truth of the matters herein required to be set forth in the application;
14. The chief of police may require the applicant to furnish fingerprints when needed for the purpose of establishing identification.

C. The chief of police shall have a reasonable time, not to exceed thirty days, in which to investigate the application and background of the applicant.

D. A license shall be issued within thirty days of receipt of the application to any applicant who has furnished all of the information required by this section in the application for such license, provided:

1. The applicant has not knowingly made a material false statement in the application for the license;
2. The applicant, if an individual, or in the case of an applicant which is a corporation or partnership, any of its officers, directors, holders of five percent or more of the corporation's stock, or partners, has not within five years immediately preceding the date of the filing of the application been convicted in a court of competent jurisdiction of any of the following offenses:
 - a. Sections 266i, 315, 316, 318, or subdivision (b) of Section [647](#) of the Penal Code; or any offense which requires registration as a sex offender with the chief of police under Penal Code Section [290](#), or
 - b. Any felony offense involving the sale of a controlled substance specified in Sections [11054](#), [11055](#), [11056](#), [11057](#) or [11058](#) of the Health and Safety Code, or
 - c. Any offense in another state which, if committed in this state, would have been punishable as one or more of the heretofore mentioned offenses;
3. The massage establishment as proposed by the applicant would comply with all applicable laws, including but not limited to, health, zoning, fire and safety requirements and standards;
4. The applicant is at least eighteen years of age;
5. The applicant has fulfilled the requirements of Section [5.36.120](#). (Ord. 78-2 § 5, 1978)

5.36.060 License required for off-premises business.

It is unlawful for any person, association, partnership or corporation to engage in, conduct, carry on or to permit to be engaged in, conducted or carried on, any off-premises massage business within the city without a license issued pursuant to the provisions of this chapter for each and every such massage business. The license required by this section shall be in addition to any business tax license required by any other city ordinance. (Ord. 78-2 § 6, 1978)

5.36.070 Off-premises massage business license—Application—Contents.

A. Any person, association, partnership or corporation desiring to obtain a license to conduct an off-premises massage business shall make an application to the chief of police or his designated representative. An annual nonrefundable fee as established by resolution of the city council shall accompany the submission of each application to defray, in part, the cost of investigation, inspection and enforcement of this chapter.

B. Each applicant for a license to conduct an off-premises massage business shall furnish to the chief of police all the information required by Section 5.36.050B.

C. The chief of police shall have a reasonable time, not to exceed thirty days, in which to investigate the application and background of the applicant.

D. A license shall be issued within thirty days of receipt of the application to any applicant who has furnished all of the information required by this section in the application of such license, provided:

1. The applicant has not knowingly made a material false statement in the application for the license;
2. The applicant, if an individual, or in the case of an applicant which is a corporation or partnership, any of its officers, directors, holders of five percent or more of the corporation's stock, or partners, has not within five years immediately preceding the date of the filing of the application been convicted in a court of competent jurisdiction of any of the following offenses:
 - a. Sections 166i, 315, 316, 318, or subdivision (b) of Section [647](#) of the Penal Code; or any offense which required registration as a sex offender with the chief of police under Penal Code Section [290](#), or
 - b. Any felony offense involving the sale of a controlled substance specified in Sections [11054](#), [11055](#), [11056](#), [11057](#) or [11058](#) of the Health and Safety Code, or
 - c. Any offense in another state which, if committed in this state, would have been punishable as one or more of the heretofore mentioned offenses;
3. The applicant is at least eighteen years of age.

E. Off-premises massage operations shall be carried on only between the hours of ten a.m. and twelve p.m. (Ord. 78-2 § 7, 1978)

5.36.080 Massage technician—Permit required. 

It is unlawful for any person to engage in the business of acting or to act as a massage technician without a permit issued pursuant to the provisions of this chapter. (Ord. 78-2 § 8, 1978)

5.36.090 Massage technician—Permit contents. 

A. Any person desiring to act as a massage technician shall make an application to the chief of police or his designated representative. An annual nonrefundable fee as established by resolution of the city council shall accompany the submission of each application to defray, in part, the cost of investigation and examination as required by this chapter.

B. Each applicant for a permit to act as a massage technician shall furnish the following information to the chief of police:

1. The full true name and any other names used by the applicant;
2. The present address and telephone number of the applicant;
3. Each residence and business address of applicant for the three years immediately preceding the date of the application, and the exclusive dates of the applicant's use of each such address;
4. Written proof that the applicant is at least eighteen years of age;
5. Applicant's height, weight and color of eyes and hair;
6. Two photographs of applicant at least two inches by two inches taken within six months immediately preceding the date of application. One photograph shall be retained by the chief of police and one photograph shall be affixed to the permit;
7. Applicant's business, occupation and employment history for the three years immediately preceding the date of application;
8. The business license or permit history of the applicant; whether such applicant has ever had any license or permit issued by any agency, board, city, county or state revoked or suspended, or has had any professional or vocational license or permit revoked or suspended, and the reason therefor;

9. All criminal convictions, except traffic violations, and a statement of the dates and places of such convictions;
10. The massage establishment, if any, at which the applicant expects to be employed;
11. A certificate from a medical doctor, licensed to practice in the state, stating that the applicant has within thirty days immediately preceding the date of application been examined and had no communicable disease on the date of examination;
12. Proof of graduation from a school or institution of learning which has for its purposes the teaching of the theory, method, profession or work of massage, which school requires a residence course study of not less than one hundred hours to be given in not more than three calendar months before the student shall be furnished with a diploma or certificate of graduation from such school or institution of learning, following the successful completion of such course of study or learning, and which school has been approved by the state Superintendent of Public Instruction pursuant to Education Code Section [94311](#);
13. Such other identification and information as may be required in order to discover the truth of the matters herein specified as required to be set forth in the application;
14. The chief of police may require the applicant to furnish fingerprints when needed for the purpose of establishing identification.

C. The chief of police shall have a reasonable time, not to exceed thirty days, in which to investigate the application and background of the applicant.

D. A permit shall be issued within thirty days of receipt of the application to any applicant who has furnished all the information required by this section in the application for such permit, provided:

1. The applicant has not knowingly made a material false statement in the application for the permit;
2. The applicant has not within five years immediately preceding the date of the filing of the application been convicted in a court of competent jurisdiction of any of the following offenses:
 - a. Sections 266i, 315, 316, 318, or subdivision (b) of Section [647](#) of the Penal Code; or any offense which requires registration as a sex offender with the chief of police under Penal Code Section [290](#), or
 - b. Any felony offense involving the sale of a controlled substance specified in Sections [11054](#), [11055](#), [11056](#), [11057](#) or [11058](#) of the Health and Safety Code, or

- c. Any offense in another state which, if committed in this state would have been punishable as one or more of the heretofore mentioned offenses;
- 3. The applicant is at least eighteen years of age;
- 4. The applicant has furnished an acceptable medical certificate in compliance with this section;
- 5. The applicant has furnished proof of graduation from a school of massage as provided in this section.

E. A permit to act as a massage technician does not authorize the operation of a massage establishment. Any person obtaining a permit to act as a massage technician who desires to operate a massage establishment must separately apply for a license therefor. A person who applies for a license to operate a massage establishment and who desires to act as a massage technician within said establishment and who pays the fee required by Section [5.36.050](#) shall not be required to pay the fee required herein. (Ord. 96-25 § 1(11), 1996; Ord. 83-16 § 1, 1983; Ord. 78-2 § 9, 1978)

5.36.100 Exemptions.

This chapter shall not apply to the following classes of individuals while engaged in the performance of the duties of their respective professions:

- A. Physicians, surgeons, chiropractors, osteopaths or physical therapists who are duly licensed to practice their respective professions in the state;
- B. Nurses who are registered as such under the laws of the state;
- C. Barbershops and beauty parlors, barbers and beauticians who are duly licensed under the laws of the state; provided, that such massage is limited to the face and scalp;
- D. Trainers of any amateur, semiprofessional or professional athlete or athletic teams;
- E. Accredited high schools and colleges and coaches and trainers therein while acting within the scope of their employment;
- F. Hospitals, nursing homes, sanatoriums or other health care facilities duly licensed by the state. (Ord. 78-2 § 10, 1978)

5.36.110 Operative date for massage technicians.



All persons operating or employed as massage technicians at the time the ordinance codified in this chapter becomes effective shall obtain a massage technician permit within ninety days of the effective date of the ordinance codified in this chapter. (Ord. 78-2 § 11, 1978)

5.36.120 Operating requirements for massage establishments.



No person, association, partnership or corporation, shall engage in, conduct or carry on, or permit to be engaged in, conducted or carried on, the operation of a massage establishment unless each and all of the following requirements are met:

- A. Each person employed or acting as a massage technician shall have a valid permit issued pursuant to the provisions of this chapter, and it is unlawful for any owner, operator, responsible managing employee, manager or permittee, in charge of or in control of a massage establishment, to employ or permit any person to act as a massage technician who is not in possession of a valid, unrevoked massage technician permit.
- B. The possession of a valid massage establishment business license does not authorize the possessor to perform work for which a massage technician permit is required.
- C. Massage operations shall be carried on, and the premises shall be open, only between the hours of ten a.m. and twelve a.m. (midnight).
- D. A list of services available and the cost of such services shall be posted in an open and conspicuous public place on the premises. The services shall be described in readily understandable language. No owner, operator, responsible managing employee, manager or permittee in charge of or in control of the massage establishment shall permit, and no massage technician shall offer to perform, any services other than those posted.
- E. The massage establishment business license, and a copy of the permit of each and every massage technician employed or working in the establishment, shall be displayed in an open and conspicuous public place on the premises and shall be available at all times during regular business hours for inspection by the chief of police or his representative.
- F. A minimum of one tub or shower and one toilet and washbasin shall be provided for the patrons in every massage establishment. Hot and cold running water under pressure shall be provided to all washbasins, bathtubs, showers and similar equipment. Each washbasin shall be provided with soap or detergent and sanitary towels placed in permanently installed dispensers. A trash receptacle shall be provided in every toilet room.

G. The massage establishment shall provide each client or patron thereof with a separate locker which shall have a locking device of a type approved by the chief of police or his designee and to which each client or patron shall be given a key and be allowed to store therein any valuables which the client or patron may bring to the massage establishment. There shall be no duplicate keys to such lockers; however, the owner, manager or the operator of the premises may retain within his or her sole management or control, a master key which allows access to such lockers. Said master key may be utilized for emergency purposes only when a locker or lockers contain valuables belonging to a client or patron of the massage establishment.

H. Clean and sanitary towels, sheets and linens shall be provided for each patron receiving massage services. No common use of towels or linens shall be permitted and reuse is prohibited unless they have been first laundered. Heavy white paper may be substituted for sheets; provided, that such paper is used once for each person then discarded into a sanitary receptacle.

I. Disinfecting agents and sterilizing equipment sufficient to assure the cleanliness and safe condition thereof shall be provided for any instruments used in performing any massage. Instruments shall be disinfected after use on each patron.

J. Pads used on massage tables shall be covered in a workmanlike manner with durable, washable plastic or other waterproof material.

K. It is unlawful for any massage service to be carried on within any cubicle, room, booth or any area within a massage establishment unless such cubicle, room, booth or area has an unobstructed opening, as approved by the chief of police, capable of clear viewing into any such cubicle, room, booth or area. The opening may consist of a door view device. All such openings shall show the work area of the cubicle, room, booth or area. The opening shall be not less than four and one-half feet from the floor of the establishment nor more than five and one-half feet from the floor. Toilets and cubicles used solely for the application of liquid and vapor baths shall have no such opening in the covering door or curtain, but shall be clearly marked as to purpose on the exterior door or curtain of said cubicle, room or booth.

L. All employees shall wear nontransparent outer garments at all times while working, which garments shall fully clothe such employees. All clients or patrons of such massage service shall wear nontransparent outer garments completely covering their genital areas as defined herein below.

M. No massage establishment granted a license under the provisions of this chapter shall place, publish or distribute or cause to be placed, published or distributed, any advertisement, picture or statement which is known or through the exercise of reasonable care should be known to be false, deceptive or misleading in order to induce any person to purchase or utilize any professional massage services.

N. It is unlawful for any person in a massage parlor to place his or her hand or hands upon, to touch with any part of his or her body, to fondle in any manner, or to massage, a sexual or genital part of any other person. "Sexual or genital parts" means the genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of a female.

O. No person shall sell, give, dispense, provide or keep, or cause to be sold, given, dispensed, provided or kept, any alcoholic beverage on the premises of any massage establishment.

P. No person shall enter, be or remain in, any part of a massage establishment while in the possession of or while consuming or using any alcoholic beverage or drugs, except pursuant to a prescription for such drugs. The owner, operator or manager shall not permit any such person to enter or remain upon such premises.

Q. It is unlawful for any person owning, operating or managing a massage parlor, knowingly to cause, allow or permit in or about such massage parlor, any agent, employee or any other person under his control or supervision to perform any acts or conduct prohibited herein or to fail to perform any acts required by this chapter. (Ord. 2000-05 § 1, 2000; Ord. 78-2 § 12, 1978)

5.36.130 Operative date for massage business.

Any person, association, partnership or corporation engaging in, conducting, or carrying on the operation of, a massage establishment or off-premises massage business on the effective date of the ordinance codified in this chapter shall, except as otherwise specifically provided herein, comply with all of the provisions of this chapter within ninety days of the effective date of the ordinance codified in this chapter. (Ord. 78-2 § 13, 1978)

5.36.140 Name of business.

No person, association, partnership or corporation licensed to do business as herein provided shall operate under any name or conduct his business under any designation not specified in his license. (Ord. 78-2 § 14, 1978)

5.36.150 Change of business location.

A change of location of a licensed massage establishment shall be approved by the chief of police, provided all applicable provisions of this chapter are complied with and a nonrefundable change of location fee as established by resolution of the city council has been paid to the chief of police, and the county health department and the city building department have inspected the new location and have advised the chief of police that it complies with the requirements of this chapter. (Ord. 78-2 § 15, 1978)

5.36.160 Sale or transfer of business.

Upon the sale or transfer of any interest in a massage establishment or off-premises massage business including, in the case of a corporate owner, the sale or transfer of stock to a person who would hold more than five percent of the stock of the corporation, any license heretofore issued for such establishment or business

shall be null and void. A new application shall be made in accordance with and subject to all the provisions of Sections [5.36.050](#) or [5.36.060](#) by any person, form or entity desiring to own or operate the massage establishment or off-premises massage business. The application shall be accompanied by payment of the respective annual nonrefundable fees specified in Section [5.36.050](#) or [5.36.060](#) in addition to the payment of a sale or transfer fee as specified by resolution of the city council. Any such sale or transfer of any interest in any existing massage establishment or any application for an extension or expansion of the building or other place of business of the massage establishment shall require inspection and shall require compliance with subsections A through K of Section [5.36.120](#). (Ord. 78-2 § 16, 1978)

5.36.170 Inspection.

The police department, building inspector, any other appropriate city official, and the county health department, shall make reasonable and periodic inspections of the records kept as required by this chapter, and of the foyer, hallways, restrooms and other areas used or intended for use in common by customers, rooms in which massages are given (whether occupied or unoccupied), and unoccupied rooms of each and every massage establishment in the city during hours of the business operation for the purpose of determining that there is compliance with the provisions of this chapter and the laws of the state. (Ord. 78-2 § 17, 1978)

5.36.180 Suspension or revocation of license or permit.

In the event that any person holding a license or permit issued pursuant to this chapter violates or causes or permits to be violated any of the provisions of this chapter or any provisions of any other ordinance or law relating to or regulating said business or occupation, or conducts or carries on such business or occupation in an unlawful manner, or is convicted of any of those crimes contained in Section [5.36.050\(D\)\(3\)](#), the chief of police may, in addition to other penalties provided by ordinance, suspend or revoke the license or permit after the licensee or permittee has been given the opportunity for a hearing as set forth in Section [5.36.190](#). (Ord. 78-2 § 18, 1978)

5.36.190 Suspension hearing.

Any person who has been denied a license or permit, or any person whose license or permit issued pursuant to this chapter has been suspended or revoked, may request a hearing conducted by the city manager's office. The request for a hearing must be in writing and must be made within ten calendar days from the date of the decision denying, suspending or revoking the license or permit. Upon receiving a written request for a hearing, the city manager or his delegate shall call a hearing within fourteen days thereafter and shall set forth in writing and send to the applicant, licensee or permittee by means of registered mail, certified mail or hand delivery, notice of the date, time and place of the hearing at least five days before the hearing date. The hearing shall be conducted to determine the existence of any facts which constitute grounds for the denial, suspension or revocation of a license or permit. The hearing shall be conducted by the city manager or by a hearing officer appointed by the city manager. The applicant, licensee or permittee may have the assistance of counsel or may

appear by counsel and shall have the right to present evidence. In the event that the applicant, licensee or permittee fails to appear at the hearing, the evidence of the existence of facts which constitute grounds for denial, suspension or revocation of the license or permit shall be considered conclusively established. A copy of the decision of the hearing officer specifying in writing the reasons for the decision shall be furnished to the applicant or licensee. The hearing officer shall in writing inform the party against whom the decision is rendered of his right to appeal pursuant to Section [5.36.210](#). (Ord. 78-2 § 19, 1978)

5.36.200 Stay of suspension or revocation. 

The effect of a decision by the city manager or hearing officer shall be stayed while an appeal to the city council is pending or until the time for filing such appeal has expired. If an appeal is not timely filed, the decision of the hearing officer shall be final. (Ord. 78-2 § 20, 1978)

5.36.210 Suspension appeal. 

Within ten days after receipt of the decision of the hearing officer, any party affected by the decision may file with the city clerk a written request for a public hearing before the city council. Upon the filing of such a request, the city clerk shall, within fourteen days thereafter, set the matter for a hearing and shall notify the appellant in writing of the date, time and place of such hearing at least five days before the hearing date. At the hearing, any person may present evidence in opposition to, or in support of, the appellant's case. At the conclusion of the hearing, the city council shall either grant or deny the appeal. The decision of the city council shall be final. (Ord. 78-2 § 21, 1978)

Chapter 5.36 MESSAGE BUSINESSES

- 5.36.010 Purpose
- 5.36.020 Statutory authority
- 5.36.030 Definitions
- 5.36.040 Massage for compensation shall only be permitted in City by a certified massage therapist or certified massage therapist or certified massage practitioner.
- 5.36.040.5 Massage establishment
 - 5.36.041 Separate locations
 - 5.36.042 Display of license – Massage establishment
 - 5.36.043 License exceptions
 - 5.36.044 Nontransferability
- 5.36.050 License – Application – Contents
- 5.36.060 Issuance or denial of license
- 5.36.070 Grounds for denial of license
- 5.36.080 Operating requirements for massage establishments
- 5.36.090 Operative date for massage business
- 5.36.100 Name of business
- 5.36.110 Change of business location
- 5.36.120 Sale or transfer of business
- 5.36.130 Inspection
- 5.36.140 Suspension or revocation of license
- 5.36.150 Appeal
- 5.35.160 Mailed notice

5.36.010 Purpose.

It is the purpose and intent of this chapter to provide for the orderly regulation of the business of massage in the city by establishing certain minimum standards for the conduct of this type of business to protect the public health, safety and welfare of the residents of the city.

5.36.020 Statutory authority.

The ordinance codified in this chapter is adopted pursuant to Sections 51030 through 51034 of the California Government Code; Business and Professions Code Sections 4600 *et seq.*, 37101, 1600; and, Section 7 of Article XI of the Constitution of the State of California and regulates the business and practice of massage to the extent authorized therein.

5.36.030 Definitions.

Whenever used in this chapter, the following words and phrases shall be defined as follows:

A. California Massage Therapy Council “CAMTC.”

“California Massage Therapy Council” or “CAMTC” shall mean the California Massage Therapy Council created under California Business and Professions Code Section 4602.

B. Certified Massage Practitioner.

“Certified Massage Practitioner” shall mean a person who is currently certified as a massage practitioner by the CAMTC pursuant to California Business and Professions Code Section 4604.2 and who administers massage for compensation.

C. Certified Massage Therapist.

“Certified Massage Therapist” shall mean a person who is currently certified as a massage therapist by the CAMTC pursuant to California Business and Professions Code Section 4604 and who administers massage for compensation.

D. Employee.

“Employee” shall mean any person, including the Certified Massage Therapist or Certified Massage Practitioner, who renders any service to the licensee, who receives compensation directly from the licensee, and who has a physical contact with the customers and clients.

E. Health Officer.

“Health officer” shall mean the Health Officer of the County of Monterey or his authorized representative.

F. Massage.

“Massage” shall mean the application of various techniques to the soft tissues of the human body as defined in California Business and Professions Code Section 4601. Application of massage techniques may include, but is not limited to, any method of pressure or friction, stroking, kneading, rubbing, tapping, stretching, pounding, vibrating, or stimulating the external surfaces of the body with hands or with any object or appliance

G. Massage establishment.

“Massage establishment” shall mean a place where certified massage therapists or certified massage practitioners practice massage as provided in California Business and Professions Code Section 4601(f).

H. “Licensee” shall mean any person operating or maintaining a massage establishment.

I. “Person” shall mean any individual, copartnership, firm, association, joint stock company, corporation or combination of individuals of whatever form or character.

5.36.040 Massage for compensation shall only be permitted in City by a certified massage therapist or certified massage practitioner.

Except as set forth in 5-36-043, it shall be unlawful for any person to provide massage in exchange for compensation in the City of Marina unless they are a certified massage therapist or certified massage practitioner.

5.36.040.5 Massage Establishment.

Except as set forth in 5-36- 043, no person shall engage in, conduct or carry on, or permit to be engaged in, conducted or carried on, in or upon any premises in the City of Marina, the operation of a massage establishment without first having obtained a license therefor from the Chief of Police, or his or her designee, in accordance with the provisions of this Chapter. A massage establishment license does not authorize the licensee to provide massage therapy services, and it is unlawful to do so without a valid CAMTC certification.

5.36.041 Separate locations.

A separate license must be obtained for each branch location in which the operation of a massage establishment is to be carried on.

5.36.042 Display of License – Massage establishment.

Every massage establishment license issued pursuant to the provisions of this Chapter shall at all times be displayed in a conspicuous place within the massage establishment.

5.36.043 License Exceptions.

The license requirements of this Chapter shall not apply to the following persons while engaged in the performance of their duties:

- (a) Any individual licensed to practice the art of healing as defined under Business and Professions Code Section [500](#) et seq. while engaging in a practice within the scope of their license;
- (b) Any person licensed to practice barbering or cosmetology as defined in Business and Professions Code Section [7300](#) et seq. while engaging in a practice within the scope of their license;
- (c) Trainers of any amateur, semiprofessional or professional athlete or athletic teams while engaging in their training responsibilities for and with athletes;
- (d) Any employee of a California state-licensed hospital, nursing home, or other state-licensed physical or mental health facility while engaging in a practice within the scope of their employment;
- (e) Accredited high schools and colleges, and their coaches and trainers while acting within the scope of their employment;
- (f) Accredited colleges or universities that offer massage therapy programs whose instructors and students are acting within the scope of their employment or within the scope of their curriculum; and
- (g) Any other business or professions exempt by State law.

5.36.044 Nontransferability.

No license issued pursuant to the provisions of this Chapter is transferable to any other person or location.

5.36.050 License—Application—Contents.

A. Any person desiring to obtain a license to operate a massage establishment shall make an application to the chief of police or his designated representative. An annual nonrefundable fee established by resolution of the city council shall accompany the submission of each application to defray in part the cost of investigation, inspection and enforcement of this chapter.

B. Each applicant for a license to operate a massage establishment shall furnish the following information to the chief of police:

1. The full true name and any other names used by the applicant;
2. The present address and telephone number of the applicant;
3. The proposed name and address of the massage establishment;

4. Each residence and business address of applicant for the three years immediately preceding the date of the application, and the inclusive dates of applicant's use of each such address;
5. The form of business under which the applicant will be conducting the massage establishment, i.e., corporation, general or limited partnership, limited liability company, or other form. If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown in its articles of incorporation, together with the names and residence addresses of each of its officers, directors, and each shareholder holding more than 10 percent of the stock of the corporation. If the applicant is a general or limited partnership, the application shall set forth the name and residence address of each of the partners, including limited partners. If one or more of the partners is a corporation, the provisions of this section pertaining to a corporate applicant shall apply. If the applicant is a limited liability company, the application shall set forth the name and residence address of each of the members. If one or more of the members is a partnership, limited liability company, or corporation, the provisions of this section pertaining to a partnership, limited liability company, or corporate applicant shall apply, as applicable.
6. The name and address of the owner of the real property upon, in, or from which the certified massage establishment is to be operated. In the event the applicant is not the legal owner of the property, the application shall be accompanied by a copy of any written lease between the applicant and the property owner authorizing use of the premises for a massage establishment, or, alternatively, if there is no written lease, then a written, notarized acknowledgment from the property owner that the property owner has been advised that a massage establishment will be operated by the applicant upon, in, or from the property owner's property.
7. A description of the proposed massage establishment, including the type of treatments to be administered.
8. The name of each employee who the massage establishment does or will employ or retain to perform massage therapy for compensation, whether on or off the massage establishment premises.
9. For each person who the massage establishment does or will employ or retain to perform massage therapy for compensation, whether on or off the massage establishment premises, a copy of that individual's current certification from the CAMTC as a certified massage practitioner or certified massage therapist, and a copy of his or her current CAMTC-issued identification card.
10. For each owner of the massage establishment who is a CAMTC-certified massage professional, a copy of his or her current certification from the California Massage Therapy Council as a certified massage practitioner or as a certified massage therapist and a copy of his or her current California Massage Therapy Council-issued identification card.
11. For each owner of the massage establishment who is not a CAMTC-certified massage professional, the following information:
 - (a) Whether any owner of the massage establishment has within the five years immediately preceding the date of application been convicted in any state of any misdemeanor or felony.
 - (b) Whether any owner of the massage establishment is currently required to register under the provisions of Section [290](#) of the California Penal Code.
 - (c) The business, occupation, and employment history of each owner of the massage establishment for five years preceding the date of application, and the inclusive dates of same.

(d) For any owner who is not a CAMTC-certified massage professional, one set of fingerprints of each owner of the massage establishment in a form satisfactory to the permit authority. The fingerprints shall be taken at a place designated by the permit authority, and any required fee for such fingerprinting shall be paid by the applicant.

12. Whether any license or permit has ever been issued to the applicant by any jurisdiction under the provisions of any ordinance or statute governing massage therapy, and as to any such license or permit, the name and address of the issuing authority, the effective dates of such license or permit, whether such license or permit was ever suspended, revoked, withdrawn, or denied; and copies of any documentary materials relating to such suspension, revocation, withdrawal, or denial.

13. Such other information as may be required by the permit authority to determine compliance with any other eligibility requirements for issuance of the permit as specified by federal, state, or local law.

5.36.060 Issuance or denial of license.

The chief of police or his or her designee shall, within thirty (30) days after receipt of an application complying with all the provisions of this Chapter, issue a license or deliver to the applicant, personally or by mail, written notice of denial of the license, setting forth the reason or reasons therefor, in accordance with the provisions of 5.36.070.

5.36.070 Grounds for denial of license.

The chief of police or his or her designee shall deny the license if he or she finds:

(a) The massage establishment, as proposed by the applicant, would not comply with the requirements of this code and/or with any applicable law, including but not limited to the City's building, fire, zoning, and health regulations.

(b) The applicant has knowingly made any false, misleading or fraudulent statement of material fact in the application for a massage establishment permit.

(c) Any owner of the massage establishment, within five years immediately preceding the date of filing of the application, has been convicted in a court of competent jurisdiction of any offense that relates directly to the operation of a massage establishment whether as a massage establishment owner or operator or as a person practicing massage for compensation, or as an employee of either; or has at any time been convicted in a court of competent jurisdiction of any misdemeanor or felony the commission of which occurred on the premises of a massage establishment.

(d) Any owner of the massage establishment is currently required to register under the provisions of Section [290](#) of the California Penal Code.

(e) Any owner of the massage establishment, within five years of the date of application, has been convicted in a court of competent jurisdiction of any violation of Sections [266](#), [266a](#), [266e](#), [266f](#), [266g](#), [266h](#), [266i](#), [266j](#), [315](#), [316](#), [318](#), [647](#)(b), or [653.22](#) of the California Penal Code, or any other crime involving theft, dishonesty, fraud or deceit; or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses. A violation of Health and Safety Code Section [11550](#) or any offense involving the illegal sale, distribution or possession of a controlled substance specified in Health and Safety Code Section [11054](#), [11055](#), [11056](#), [11057](#) or [11058](#); or any offense under a statute of any state or ordinance of any city or county, which is the equivalent of any of the aforementioned offenses, including Business and Professions Code Section [4609](#)(a).

- (f) Any owner of the massage establishment has been subjected to a permanent injunction against the conducting or maintaining of a nuisance pursuant to Sections [11225](#) through [11235](#) of the California Penal Code, or any similar provision of law in a jurisdiction outside the State of California.
- (g) Any owner of the massage establishment who is an individual has not attained the age of 18 years.
- (h) Any owner of the massage establishment, within five years immediately preceding the date of filing of the application, has had a permit or license to practice massage for compensation or to own and/or operate a massage establishment revoked or denied in any jurisdiction.

If prosecution is pending against the applicant for conduct listed in this section, the chief of police may postpone decision on the application until the final resolution of the prosecution. As used in this subsection, "prosecution" means charges filed by the district attorney, administrative proceedings brought by a local government or agency, or a civil or administrative action maintained by any city, county, state, or government.

5.36.080 Operating requirements for massage establishments.

No person, association, partnership or corporation, shall engage in, conduct or carry on, or permit to be engaged in, conducted or carried on, the operation of a massage establishment unless each and all of the following requirements are met:

- A. Massage operations shall be carried on, and the premises shall be open, only between the hours of ten a.m. and twelve a.m. (midnight).
- B. A list of services available and the cost of such services shall be posted in an open and conspicuous public place on the premises. The services shall be described in readily understandable language. No person shall permit or offer to perform, any services other than those posted.
- C. A minimum of one tub or shower and one toilet and washbasin shall be provided for the patrons in every massage establishment. Hot and cold running water under pressure shall be provided to all washbasins, bathtubs, showers and similar equipment. Each washbasin shall be provided with soap or detergent and sanitary towels placed in permanently installed dispensers. A trash receptacle shall be provided in every toilet room.
- D. The massage establishment shall provide each client or patron thereof with a separate locker which shall have a locking device of a type approved by the chief of police or his designee and to which each client or patron shall be given a key and be allowed to store therein any valuables which the client or patron may bring to the massage establishment. There shall be no duplicate keys to such lockers; however, the owner, manager or the operator of the premises may retain within his or her sole management or control, a master key which allows access to such lockers. Said master key may be utilized for emergency purposes only when a locker or lockers contain valuables belonging to a client or patron.
- E. Clean and sanitary towels, sheets and linens shall be provided for each patron receiving massage services. No common use of towels or linens shall be permitted and reuse is prohibited unless they have been first laundered. Heavy white paper may be substituted for sheets; provided, that such paper is used once for each person then discarded into a sanitary receptacle.
- F. Disinfecting agents and sterilizing equipment sufficient to assure the cleanliness and safe condition thereof shall be provided for any instruments used in performing any massage. Instruments shall be disinfected after use on each patron.

G. Pads used on massage tables shall be covered in a workmanlike manner with durable, washable plastic or other waterproof material.

K. No massage establishment granted a license under the provisions of this chapter shall place, publish or distribute or cause to be placed, published or distributed, any advertisement, picture or statement which is known or through the exercise of reasonable care should be known to be false, deceptive or misleading in order to induce any person to purchase or utilize any professional massage services.

L. No person shall sell, give, dispense, provide or keep, or cause to be sold, given, dispensed, provided or kept, any alcoholic beverage on the premises of any massage establishment.

M. No person shall enter, be or remain in, any part of a massage establishment while in the possession of or while consuming or using any alcoholic beverage or drugs, except pursuant to a prescription for such drugs. The owner, operator or manager shall not permit any such person to enter or remain upon such premises.

5.36.090 Operative date for massage business.

Any person, association, partnership or corporation engaging in, conducting, or carrying on the operation of, a massage establishment on the effective date of the ordinance codified in this chapter shall, except as otherwise specifically provided herein, comply with all of the provisions of this chapter within ninety days of the effective date of the ordinance codified in this chapter.

5.36.100 Name of business.

No person, association, partnership or corporation licensed to do business as herein provided shall operate under any name or conduct his business under any designation not specified in his license.

5.36.110 Change of business location.

A change of location of a licensed massage establishment shall be approved by the chief of police, provided all applicable provisions of this chapter are complied with and a nonrefundable change of location fee as established by resolution of the city council has been paid to the chief of police, and the county health department and the city building department have inspected the new location and have advised the chief of police that it complies with the requirements of this chapter.)

5.36.120 Sale or transfer of business.

Upon the sale or transfer of any interest in a massage establishment including, in the case of a corporate owner, the sale or transfer of stock to a person who would hold more than five percent of the stock of the corporation, any license heretofore issued for such establishment or business shall be null and void. A new application shall be made in accordance with and subject to all the provisions of Sections 5.36.050 by any person, form or entity desiring to own or operate the massage establishment or off-premises massage business. The application shall be accompanied by payment of the respective annual nonrefundable fees specified in Section 5.36.050 in addition to the payment of a sale or transfer fee as specified by resolution of the city council. Any such sale or transfer of any interest in any existing massage establishment or any application for an extension or expansion of the building or other place of business of the massage establishment shall require inspection and shall require compliance with this Chapter.

5.36.130 Inspection.

The police department, building inspector, any other appropriate city official, and the county health department, shall make reasonable and periodic inspections of the records kept as required by this chapter, and of the foyer, hallways, restrooms and other areas used or intended for use in common by customers, rooms in which massages are given (whether occupied or unoccupied), and unoccupied rooms of each and every massage establishment in the city during hours of the business operation for the purpose of determining that there is compliance with the provisions of this chapter and the laws of the state.

5.36.140 Suspension or revocation of license.

The chief of police shall revoke a License issued pursuant to the provisions of this Article if:

(a) The person(s) to whom the massage establishment permit has been issued, or any employee have violated any provision of this Chapter or any relevant California or Federal law.

(b) The licensee or any employee has been convicted in a court of competent jurisdiction of having violated any of the following: California Penal Code Sections [266](#), [266a](#), [266e](#), [266f](#), [266g](#), [266h](#), [266j](#), [266j](#), [315](#), [316](#), [318](#), [647\(b\)](#), or [653.22](#), of the California Penal Code, or any other crime involving theft, dishonesty, fraud or deceit; or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses. A violation of Health and Safety Code Section [11550](#) or any offense involving the illegal sale, distribution or possession of a controlled substance specified in Health and Safety Code Section [11054](#), [11055](#), [11056](#), [11057](#) or [11058](#); or any offense under a statute of any state or ordinance of any city or county, which is the equivalent of any of the aforementioned offenses, including Business and Professions Code Section [4609\(a\)](#) or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses.

(c) The licensee or any employee is required to register under Section [290](#) of the California Penal Code.

(d) The licensee has been subject to a permanent injunction against the conducting or maintaining of a nuisance pursuant to this code, or Sections [11225](#) through [11235](#) of the California Penal Code, or any similar provision of law in any jurisdiction outside the State of California.

(e) The licensee or any employee of the massage establishment has engaged in fraud or misrepresentation or has knowingly made a misstatement of material fact while working in or for the massage establishment.

(f) The licensee has continued to operate the massage establishment after massage establishment permit has expired or been suspended.

(g) Massage is or has been performed on the premises of the massage establishment, with or without the licensee's actual knowledge, by any person who is not a duly authorized CAMTC-certified massage professional.

Notice of revocation of the license shall be given in writing to the licensee by the chief of police. The licensee shall cease all operations under the permit within forty-eight (48) hours of delivery of said notice, unless a notice of appeal is filed pursuant to the provisions of 5-36-150.

5.36.150 Appeal.

An applicant or licensee may appeal any action or determination of the chief of police under the provisions of this Chapter by filing written notice thereof with the city clerk not later than forty-eight (48) hours after the delivery of any written notice given by the chief of police. The effect of revocation of a license shall be suspended by the filing of a notice of appeal until the determination of the appeal by the City Council. The City Council shall hold a public hearing on the appeal at its next regular meeting occurring more than seven (7) days after filing of the notice of appeal. Notice of said hearing shall be published once in the official newspaper and delivered in writing, personally or by mail, to the applicant or licensee not less than five (5) days prior to said hearing. At such hearing the applicant or licensee shall be required to show sufficient cause why the action or determination of the chief of police should not be upheld. The City Council shall, at said hearing, hear all other interested parties who desire to be heard. The determination of the City Council on the appeal shall be final and conclusive.

5.36.160 Mailed notice.

Any notice mailed pursuant to the provisions of this Article or of Article 4 of this Chapter shall be deemed delivered twenty-four (24) hours after its deposit in a post office or mailbox.”

2. Validity of Ordinance. If any part of this ordinance is held to be invalid, unlawful, or unconstitutional, it shall not affect the validity of any other part of the ordinance.
3. Effective Date. This ordinance shall take effect and be in force 30 days from and after its final passage.
4. Posting of Ordinance. Within 15 days after the passage of this ordinance, the City Clerk shall cause it to be posted in the three public places designated by resolution of the City Council.



FAQs with Regards to Implementation of AB 1147

The answers to these FAQs are presented for informational purposes only and do not constitute legal advice from the organizations involved with putting together this document. Each jurisdiction should consult with its city attorney/county counsel to gain a complete understanding of AB 1147, its impact on the jurisdiction's existing ordinances, and its legal authority to regulate massage therapy businesses. The provisions of AB 1147 take effect January 1, 2015.

1) Q: Is a massage business that only uses certified massage professionals exempt from local regulation?

A: No. Article XI, section 7 of the California Constitution as well as Business and Professions Code section 460(c), Government Code section 37101, Business and Professions Code 16000 and Government Code 51034 all recognize the authority of a city to regulate businesses that provide massage therapy services. Under AB 1147, cities and counties may regulate the business that provides the massage therapy services and California Massage Therapy Council (CAMTC) may regulate the individuals who apply for certification to provide massage therapy services. This division of authority and responsibility is reflected in the following statement of Legislative intent: "It is the intent of the Legislature that broad control over land use in regulating massage establishments be vested in local governments so that they may manage those establishments in the best interests of the individual community, and that the requirements and practice of the profession of massage remain a matter of statewide concern, regulation, and oversight" (Business & Professions Code 4600.5(b)).

2) Q. What limitations does AB 1147 impose on local regulation of certified massage professionals?

A. A local jurisdiction may not (1) prohibit a person of one sex from engaging in the massage of a person of the other sex; (2) define a massage establishment as an adult entertainment business, or otherwise regulate a massage establishment as adult entertainment; (3) require a massage establishment to have windows or walls that do not extend from the floor to ceiling or have other internal physical structures (such as windows) that interfere with a client's privacy; (4) impose client draping requirements or otherwise require clients to wear special clothing; (5) prohibit a massage establishment from locking its external doors if the business is owned by one individual with one or no employees; (6) require a massage establishment to post any notice in an area that may be viewed by clients that contain explicit sexual language; (7) require a person certified by CAMTC to take any test, medical examination, or background check; (8) require a person certified by CAMTC to get a license, permit, or other authorization to provide massage unless that person is a business owner; (9) impose a dress code stricter than that imposed by AB 1147; or (10) prohibit massage techniques permitted by CAMTC (Government Code 51034(c)).

3) Q: Can a jurisdiction require independent contractors, sole providers, and owners of a massage business to obtain a business license, massage permit, register with the police, or get a background check?

A: Yes. Under Government Code 51034(c)(8), a city may require a massage business owner, including a sole provider or independent contractor who is CAMTC certified, to obtain a business license, and/or massage permit or other entitlement to carry on the business of massage therapy. Independent contractors in the "business" of providing massage therapy can be regulated as a "business."

4) Q: As part of its regulation of massage therapy businesses, can a jurisdiction require the business owner to provide a current listing of its employees and independent contractors, their CAMTC certifications and other relevant information?

12/03/2014

A: Yes. A jurisdiction's business regulation ordinance may require a business owner to submit a list of all of its employees and independent contractors, their certification status, and notify the local government when this information changes.

5) Q: Can a jurisdiction require a conditional use permit (CUP) for massage businesses?

A: Yes. Business and Professions Code 460(c) provides explicit authorization to adopt land use regulations pertaining to massage businesses. A jurisdiction may amend its zoning ordinance to require a CUP for a massage business. However, a jurisdiction may not impose conditions on the conditional use permit that would violate the provisions of Government Code 51034(c){1)-(10) as described in Question No. 2. An application for a CUP for a massage business would be considered under the same procedures provided in the jurisdiction's zoning ordinances for other uses for which a CUP is required. Jurisdictions should review their zoning ordinances to determine whether a massage business in operation prior to January 1, 2015 is a lawful non-conforming use.

6) Q: Can a jurisdiction impose a restriction on the location of a massage business? i.e. 300 feet from a school, park etc.

A: AB 1147 gives local governments broad authority to use its Constitutional police power to select zoning districts that are most appropriate for massage. However, a jurisdiction may not define or otherwise regulate a massage establishment as "adult entertainment." A zoning ordinance that imposes a restriction on the location of a massage establishment such as 300 feet from a school or park will be reviewed under a "reasonable and not arbitrary" standard.

7) Q. Can a jurisdiction require individual massage therapists (who operate as employees) to obtain a business license, massage permit, register with the police, or get a background check?

A. No. A jurisdiction may not require an individual massage therapist who holds a certificate from CAMTC and operates as an employee to obtain any kind of license or permit or meet any other educational requirements, or to register with the police or submit to a background investigation (Government Code 51034(c){8}).

8) Q: What is the best way to make sure that only CAMTC-certified massage professionals work in my jurisdiction?

A. AB 1147 separates the certification of massage therapists from the regulation of massage businesses. The certification of massage therapists is the responsibility of the CAMTC. The regulation of massage businesses is the responsibility of local jurisdictions. Therefore, the best way to make sure that only CAMTC-certified massage professionals work in a jurisdiction is to adopt an ordinance that requires massage businesses to use CAMTC-certified massage professionals only. Another way is to adopt an ordinance that prohibits a person from working in the jurisdiction as a massage therapist without a certificate issued by CAMTC. Because it's possible that the latter way might be interpreted as conflicting with the CAMTC's role in certifying massage therapists, we believe that imposing the restriction on the business is preferable.

9) Q: Can jurisdictions regulate the hours of operation of a massage business?

A: Yes. Jurisdictions can specify hours of operation based upon such factors as a commercial use in a residential neighborhood or other reasonable requirements.

10) Q: Can a jurisdiction prohibit a massage professional from working out of his or her home?

A: A jurisdiction can impose restrictions on massage professionals working out of their homes in the same manner that a jurisdiction regulates other professionals or business owners operating out of their homes. Some local governments regulate business owners operating from their homes through a home occupation permit.

11) Q: Can a jurisdiction limit the number of massage establishments in its jurisdiction?

A: A jurisdiction may limit the number of massage establishments in its jurisdiction if the jurisdiction is able to articulate a reasonable basis for the cap.

12) Q: Is a jurisdiction prohibited from requiring physical improvements, such as transparent exterior windows?

12/03/2014

A: No. However, a list of physical improvements that may not be required is described in the answer to Question #2.

13) Q: Can a jurisdiction adopt regulations to prohibit a massage business from opening in the same location as a previous business with illegal activity?

A: Yes, if there is a reasonable basis for this regulation.

14) Q: Can a jurisdiction adopt regulations holding the owner accountable for the actions of its employees and independent contractors?

A: Yes. An ordinance regulating massage businesses may include a provision holding the business owner responsible for how the business is conducted by its employees or independent contractors. In addition, Business and Professions Code section 4607 provides that CAMTC may discipline an owner or operator of a massage business or establishment who is CAMTC-certified for the conduct of all individuals providing massage for compensation on the business premises.

15) Q: May a jurisdiction impose land use regulations on massage businesses that are different than those imposed on other professional services?

A: Yes. This is one of the most significant changes to the law made by AB 1147. Prior to AB 1147, jurisdictions were allowed to regulate businesses using certified massage professionals only to the extent that the jurisdiction uniformly applied those regulations to all other business professionals. This is no longer the law.

16) Q: Can a jurisdiction enter massage establishments and make reasonable inspections?

A: Yes. Jurisdictions can conduct reasonable inspections as part of its ordinance requirements as well as recover the reasonable costs of these inspections and other regulatory requirements.

17) Q: Is a conditional use permit fee of \$20,000-\$30,000 legal?

A: It depends. Fees, charges and rates are generally imposed in return for a specific benefit conferred or privilege granted. A local government has the authority to impose fees, charges and rates under its police power through California Constitution Article XI, §7. A fee may not exceed the estimated reasonable cost of providing the service or regulatory act for which the fee is charged. A fee that does exceed such cost may be considered a special tax. In addition, fees, charges and rates must be reasonable, fair and equitable in nature and proportionately representative of the costs incurred by the regulatory agency. AB 1147 includes the following statement of Legislative intent: "It is the intent of the Legislature that local governments impose and enforce only reasonable and necessary fees...."

18) Q: Can a jurisdiction prohibit condoms on the premises?

A: Yes. A jurisdiction can prohibit condoms on the premises of a massage establishment as a standard in its ordinance if there is a reasonable basis for this requirement.

19) Q: How can a jurisdiction handle a massage business that (after a police sting and surrender of the business license) transfers the business to another individual?

A: A jurisdiction may include in its ordinance a requirement that prohibits a massage business permit from being transferred without notice to and consent of the local government.

20) Q: Can a jurisdiction adopt and enforce a dress code for massage therapists?

A: Yes. AB 1147 includes certain restrictions on how certified massage therapists may dress. A jurisdiction may include those restrictions in its ordinance. Be aware, however, that a jurisdiction may not include stricter requirements for certified therapists. If dress code restrictions are included in a jurisdiction's ordinance, and an employee violates those restrictions, then the jurisdiction may enforce those provisions of its ordinance against the business as it determines appropriate. Violations of a municipal code may be enforced civilly, criminally, or through administrative enforcement. A jurisdiction is also encouraged to use the procedure outlined in question no. 23 to notify CAMTC of a violation.

12/03/2014

- 21) Q: What impact will AB 1147 have on existing massage businesses?**
A: Each jurisdiction should carefully review the provisions of its municipal code regarding non-conforming uses of land and imposing new regulations on existing businesses.
- 22) Q: Can a jurisdiction impose a temporary moratorium on approval of massage businesses?**
A: Yes. AB 1147 takes effect on January 1, 2015. State law allows a city to adopt an interim ordinance that prohibits otherwise allowed uses when those uses conflict with a pending land use study. Such a measure requires a 4/5 vote of the jurisdiction; must contain a finding that there is a current and immediate threat to the public health, safety or welfare; and may be adopted without following the notice and adoption procedures required for other ordinances. The measure has an initial duration of 45 days and may be extended as specified by Government Code 65858. Jurisdictions should exercise caution before imposing a temporary moratorium if they have previously adopted a moratorium on the approval of massage businesses.
- 23) Q: Is there a process for a jurisdiction to follow if it wishes to inform CAMTC that it believes that a certified massage therapist is in violation of state or local law?**
A: Yes. A city is encouraged to report that information to CAMTC by going to CAMTC's homepage (www.camtc.org) and clicking on the link to "File a Complaint Against a CAMTC Certificate Holder."
- 24) Q: If a massage therapist with a CAMTC certificate is arrested for prostitution or violating the Sex Offender Registration Act, will his or her certificate be revoked?**
A: If CAMTC receives notice that a certificate holder has been arrested and charges have been filed alleging prostitution or a violation of the Sex Offender Registration Act, the council is required to immediately suspend the certificate and notify the city or county in which the certificate holder lives or works of the suspension. If the person is convicted, the certificate is permanently revoked. If a certificate holder commits a different act that is punishable as a sexually related crime or otherwise violates provisions of AB 1147, CAMTC may (but is not required to) take disciplinary action including, for some violations, suspending the certificate.
- 25) Q: Who should jurisdictions report violations to?**
A: Violations of local ordinances should be prosecuted administratively, civilly, or criminally in accordance with the provisions of the jurisdiction's municipal code. If a jurisdiction believes that a CAMTC certified massage therapist is violating state law, then the jurisdiction is additionally encouraged to inform CAMTC as described under question no.23.
- 26) Q. What prompts the inspection/investigation of a massage therapy school that could change the status to "unapproved"?**
A: CAMTC explains that when it receives credible information alleging that the massage therapy school has violated one of the provisions of its Procedures for Un-Approval of Schools (available at www.camtc.org/Schools.aspx); this information prompts the investigation of a school. CAMTC also looks for anomalies or changing patterns in applications and transcripts that may warrant investigation.
- 27) How does CAMTC obtain the actual certificate of those persons whose certification has been suspended or revoked?**
A: CAMTC explains that it requests that revoked certificate holders return their certificates and ID cards to CAMTC. In order to check whether a specific person has an active and valid CAMTC certificate, local jurisdictions can check the "Verify Certification" link on CAMTC's website.
- 28) Q. Does AB 1147 apply to massage therapists who do not have a CAMTC certificate?**
A. No. AB 1147 only applies to massage therapists who have a CAMTC certificate. AB 1147 does not affect the authority of a city to regulate massage therapists who do not have CAMTC certificates or massage businesses who employ massage therapists who do not have CAMTC certificates.

12/03/2014

Chapter 17.27

ADULT BUSINESSES AND MESSAGE ESTABLISHMENTS*

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Sections:

17.27.010 Legislative findings and determination.

17.27.020 Definitions.

17.27.030 Location of adult businesses.

17.27.040 Use permit for adult businesses.

17.27.050 Use and location of massage establishments.

Deleted: Use permit

* Prior ordinance history: Ord. 89-3.

Deleted: therapist businesses

17.27.010 Legislative findings and determination.

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The city council makes the following findings regarding the establishment of adult businesses:

A. Certain uses of real property, variously described as adult bookstores, adult motion picture facilities, figure model studios, adult cabarets, adult motels and massage parlors, which do not qualify as licensed massage establishments, have serious objectionable characteristics which, if such uses were allowed to become concentrated in certain areas of the city, may have adverse effects upon the character of such areas and adjacent neighborhoods.

B. Permitting the concentration of adult businesses may tend to create and foster a skid-row atmosphere in neighborhoods and areas within the city.

C. Permitting the concentration of such adult businesses in residential zones, or in zones adjacent to schools, churches, or public recreational areas, or within close proximity of such uses, may expose minors to such facilities and this may adversely affect such minors due to their immaturity.

D. Special regulation of adult business uses is necessary to insure that such uses do not become incompatible land uses and, further, will not contribute to the blighting or downgrading of zones in which they are permitted, therefore, adversely affecting property values and deterring or interfering with the development and operation of other businesses within the city.

E. There is a higher incidence of crime, especially crimes against the person, in areas in which adult businesses are permitted to cluster or become concentrated, and that such crimes and the incidence thereof increase in the late evening and night hours, requiring increased effort on the part of the public safety personnel to police such activities, with resultant costs to the city. (Zoning ordinance dated 7/94 (part), 1994)

17.27.020 Definitions. SHARE

For the purpose of this chapter, the following definitions shall apply, unless the context otherwise requires:

"Adult bookstore" means an establishment in which fifty percent or more of either its floor area, inventory or monthly sales is devoted to stock, books, magazines, or other periodicals, films, videotapes,

video discs, or other such electronic, magnetic, or other means of creating a moving image upon any screen, television, or other device, peep shows or other similar devices designed for use in individual viewing of films on the premises, which books, magazines, periodicals, films, videotapes, video discs, or other means, peep shows or similar devices are substantially devoted to the depiction of specified sexual activities or specified anatomical areas as defined herein.

"Adult businesses" means adult bookstore, adult motion picture facility, adult motel, adult cabaret, or unlicensed massage establishment. However, a massage establishment as defined in this section shall be excluded from the definition of adult businesses.

"Adult cabaret" means an establishment which features topless-bottomless dancers, go-go dancers, exotic dancers, strippers, male or female impersonators, or similar entertainers.

"Adult motels" means any establishment designated as or having the characteristics of a hotel, motel, or other transient lodging facility which has or proposes to have as a feature or service offered to its customers the presentation or entertainment in the form of motion picture film, videotape, closed circuit television, or any other similar means or device which is substantially similar thereto and provided for the purpose of displaying, showing or depicting specified anatomical areas, as defined in this section for observation or viewing by persons who are customers of such establishments. This section shall apply whether charge is made or consideration exchanged for the use of rooms within such establishments for overnight accommodations or for short-term admission to view the material above described.

"Adult motion picture facility" means a facility used for presenting, whether by way of motion picture projection or television or video equipment, or peep show device, material distinguished or characterized by an emphasis on matter depicting, describing or related to specified sexual activities or specified anatomical areas for observation by patrons therein, whether in one or more auditoriums, drive-in theaters, booths or rooms within such facility.

"Massage" shall mean the application of various techniques to the soft tissues of the human body as defined in California Business and Professions Code Section 4631. Application of massage techniques may include, but is not limited to, any method of pressure or friction, stroking, kneading, rubbing, tapping, stretching, pounding, vibrating, or stimulating the external surfaces of the body with hands or with any object or appliance.

"Massage establishment" shall mean a place where certified massage therapists or certified massage practitioners practice massage as provided in California Business and Professions Code Section 4631(f).

17.27.030 Location of adult businesses. CS SHARE

Adult businesses, as defined in this chapter, shall only be permitted in the C-2, general commercial zoning district, and in that district shall only be permitted subject to first obtaining a use permit. In all other zoning districts, adult businesses are a prohibited use.

A. No adult business shall be located within a radius of one thousand feet from any parcel of real property upon which is located any of the following:

1. A public or private school attended primarily by minors;

Deleted: figure model studio,

Deleted: massage therapist business

Deleted: "Figure model studio" means any premises where there is conducted the business of furnishing, providing or procuring figure models who pose for the purpose of being observed, conversed with, or viewed by any person or of being sketched, painted, drawn, sculptured, photographed, or otherwise similarly depicted in the nude or seminude for persons who pay a fee, or other consideration, compensation or gratuity, for the right or opportunity to converse with or so depict a figure model, or for admission to, or for permission to remain, or as a condition of remaining, upon the premises. Figure model studio does not include, for purposes of this definition, any studio which is operated by any state college, junior or community college, public or private school, or any governmental agency wherein the person, firm, association, partnership or corporation so operating has met the requirements established by the state for the issuance or conferring of, and is in fact authorized thereunder to issue and confer, a diploma or honorary diploma.¶

Deleted: "Massage" means any method of pressure on, or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating, the external parts of the human body with the hands or other parts of the body, with or without the aid of any mechanical or electrical apparatus or appliance, or with or without supplementary aids such as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or other similar preparations commonly used in the practice of massage. Exemptions listed in Section 4, 35, 100 of this code are excluded from this definition of massage.¶

"Massage establishment" means any establishment having a fixed place of business where any individual, firm, association, partnership or corporation engages in, conducts, carries on or permits to be engaged in, conducted or carried on, for any form of consideration whatsoever, "massages" as defined in this section.¶

"Massage therapist" means a person who can submit a diploma or certificate of graduation from a five hundred-hour resident course of instruction from a recognized school of massage as defined in this section or who can submit diplomas, certificates, or other evidence demonstrating five hundred hours of cumulative education consisting of a three hundred-hour resident course of instruction from a recognized school of massage and two hundred additional hours of resident instruction from an existing school or institution of learning outside the state of California together with a copy of the school's approval by its State Board of Education and a certified transcript of the applicant's school records showing date of enrollment, hours of instruction and graduation from a course having at least a minimum requirement prescribed by Title 5, Division 21, of the California Administrative Code; wherein the theory, method, profession and work of massage is taught.¶
"Massage therapist business" means a massage establishment in which all massage practitioners have: CS [1]

2. A church which conducts religious education classes for minors;
3. A public park or recreation facility frequented or utilized by minors, including but not limited to public parks, beaches and recreation centers.
- B. No adult business shall be located within four hundred feet of any residential zone in the city.
- C. No adult business shall be located within one thousand feet of any other adult business. (Zoning ordinance dated 7/94 (part), 1994)

17.27.040 Use permit for adult businesses.  SHARE

Any adult business, the location of which is otherwise permitted under this chapter, shall be a use subject to first obtaining a use permit, as defined in Chapter 17.48 of code, subject to the following criteria:

- A. That the proposed use will not be contrary to the public health, peace, safety, morals, comfort and general welfare of persons residing or working in the zone or district in which the use is proposed;
- B. That the proposed use will not result in creating a skid-row atmosphere in zones or districts in which it is proposed;
- C. That the proposed use will not be contrary to any program of neighborhood conservation, nor interfere with any economic development program of urban renewal in the zones or districts in which it is proposed. (Zoning ordinance dated 7/94 (part), 1994)

17.27.050 Use permit and location of Massage Establishments.  SHARE

Any Massage establishment shall be a use subject to first obtaining a permit, as defined in Chapter 17.48 of this code. Said businesses shall be permitted in the C-1, C-2 and PC zones.

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Deleted: subject to the planning commission or city council on appeal making the required findings for and granting a use permit. However, said businesses may also be permitted in the C-1 and PC zones should the planning commission or city council on appeal still be able to make the required findings for and grant a use permit upon a greater level of scrutiny than would be applied in the C-2 zone. (Zoning ordinance dated 7/94 (part), 1994)

"Massage" means any method of pressure on, or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating, the external parts of the human body with the hands or other parts of the body, with or without the aid of any mechanical or electrical apparatus or appliance, or with or without supplementary aids such as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or other similar preparations commonly used in the practice of massage. Exemptions listed in Section 5.36.100 of this code are excluded from this definition of massage.

"Massage establishment" means any establishment having a fixed place of business where any individual, firm, association, partnership or corporation engages in, conducts, carries on or permits to be engaged in, conducted or carried on, for any form of consideration whatsoever, "massages" as defined in this section.

"Massage therapist" means a person who can submit a diploma or certificate of graduation from a five hundred-hour resident course of instruction from a recognized school of massage as defined in this section or who can submit diplomas, certificates, or other evidence demonstrating five hundred hours of cumulative education consisting of a three hundred-hour resident course of instruction from a recognized school of massage and two hundred additional hours of resident instruction from an existing school or institution of learning outside the state of California together with a copy of the school's approval by its State Board of Education and a certified transcript of the applicant's school records showing date of enrollment, hours of instruction and graduation from a course having at least a minimum requirement prescribed by Title 5, Division 21, of the California Administrative Code; wherein the theory, method, profession and work of massage is taught.

"Massage therapist business" means a massage establishment in which all massage practitioners have demonstrated to the city that they qualify and meet the definition of massage therapist in this section.

"Recognized school of massage" means any school or institution of learning which teaches the theory, ethics, practice, profession or work of massage, which has been approved pursuant to the California Education Code. Schools offering a correspondence course not requiring attendance shall not be deemed a recognized school. The city shall have a right to confirm that the applicant has actually attended class in a recognized school.

"Specified anatomical areas" means:

1. Less than completely and opaquely covered:
 - a. Mature human genitals,
 - b. Mature human buttock, and
 - c. Mature human female breast below a point immediately above the top of the areola;
2. Human male genitals in a discernibly turgid state, even if completely or opaquely covered.

"Specified sexual activities" means:

1. Mature human genitals in a state of sexual stimulation or arousal;
2. Acts of human masturbation, sexual intercourse or sodomy;

3. Fondling or other erotic touching of human genitals, pubic region, buttock or female breast. (Zoning ordinance dated 7/94 (part), 1994)

May 12, 2016

Item No. **11a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 17, 2016

**CITY COUNCIL CONSIDER RECEIVING UTILITY USERS TAX
INFORMATION AND PROVIDE STAFF WITH ANY FURTHER DIRECTION
IN THE MATTER**

REQUEST:

Request City Council to receive Utility Users Tax (“UUT”) information and provide staff with any further direction in the matter.

BACKGROUND:

At the meeting of May 3, 2016, the City Council received information regarding the City utility users tax. Specifically, the information included:

- The purpose of this discussion,
- UUT History in Marina.
- UUT in California & Monterey County, and
- Pavement Maintenance.

Council directed staff to research further and provide additional information for a possible utility user tax measure to be considered at the November 2016 election.

ANALYSIS:

Staff will be updating Council on Tuesday with additional information on the Utility User’s Tax (UUT).

FISCAL IMPACT: No fiscal impact to receive this information.

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

Lauren Lai, CPA
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

May 12, 2016

Item No. **11b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 17, 2016

**CITY COUNCIL CONSIDER RECEIVING BUSINESS LICENSE TAX
INFORMATION AND PROVIDE STAFF WITH ANY FURTHER
DIRECTION IN THE MATTER**

REQUEST:

1. Request City Council to receive Business License Tax information and provide staff with any further direction in the matter.

BACKGROUND:

At the meeting of May 3, 2016, the City Council received information regarding the City business license tax. Specifically, the Marina business license tax took effect in 1978 and remained unchanged for 38 years. The current business license tax rates were not index (i.e. to Consumer Price Index CPI) so the tax rates remained the same since 1978. For example, many business license categories pay \$25 per year.

At a summary level, the City annual business license revenue is \$120,000 (tax approx. \$80k and processing fee approx. \$40k). As of March 2016, there were 1,056 active Marina business licenses, with 540 businesses located within the city limits. The detail are as follows:

Count of BusinessName	
Classifications	Total
Advertising - outdoor structures	1
Any person conducting a business exclusively with a vehicle	25
Card Rooms	2
Coin operated machines - generally	9
Coin operated machines, laundry equipment	3
Contractors	348
Industrial Manufacturing	12
Motel, Apartment, etc. (living facility with ten or more units or spaces)	63
Professional Establishments	77
Retail, wholesale sales (services dealing with the public)	514
Soliciting, hawking, peddling	2
Grand Total	1,056

Council directed staff to research further and provide additional information for a possible business license tax update to be considered at the November 2016 election.

ANALYSIS:

We have enlisted the services of Hinderliter, de Llamas & Associates (“HDL”) for their professional experience with business license tax practices throughout California. This week, the City Manager, Staff and HDL professional had a teleconference wherein HDL confirmed that the City’s business license tax law is outdated HDL also commented that the City’s tax law is too complicated and convoluted, which is difficult for the taxpayer to understand and costly for City administration. On May 17th, Staff hopes to provide more information that HDL may provide as to updating the business license tax and simplifying the tax structure.

FISCAL IMPACT: No fiscal impact to receive this information.

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

Lauren Lai, CPA
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

May 14, 2016

Item No. **11c**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 17, 2016

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-
AMENDING THE RATE ADJUSTMENT CALCULATION OF THE
FRANCHISE AGREEMENT WITH GREENWASTE RECOVERY
UTILIZING A SECTOR SPECIFIC UNIFORM PERCENTAGE
ADJUSTMENT IN LIEU OF THE MULTI-INDEX CALCULATION.**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2016- amending the rate adjustment calculation of the franchise agreement with GreenWaste Recovery utilizing a sector specific uniform percentage adjustment in lieu of the multi-index calculation.

BACKGROUND:

On August 19, 2014 the City Council adopted Resolution No. 2014-98 and entered into a new exclusive 15 year Franchise Agreement with GreenWaste Recovery (GRW) to provide solid waste, recycling, and organics collection services for the City of Marina. The Agreement provides for automatic annual rate adjustments for GWR's services calculated following either a multi-index rate adjustment methodology or a cost-based rate adjustment methodology described in ("EXHIBIT A").

The cost-based adjustment involves an extensive and detailed review of GWR's actual cost of operations, changes in inflation, the number of customers, and the service level provided and comparing this to actual gross receipts collected to determine GWR's compensation for the current rate period and to forecast the future rates. The cost to perform this review is estimated at \$50,000 - \$100,000 (which cost would be passed onto the rate payer) and was anticipated to be conducted after the first three to five years into the contract.

The rate adjustment for the 2016/2017 fiscal year was conducted using the multi-index methodology. The Agreement stipulates that the City of Marina shall make a good faith effort to approve the accuracy of the calculated rates by June 1 of each year, and such rates shall be effective on each subsequent July 1. This allows noticing all customers of rate increases. If rates are not effective by July 1 due to a delay caused solely by the City of Marina, GWR may retroactively bill customers for the amount of the rate increase.

Multi-index Rate Adjustment Methodology

Each service level rate in the Franchise Agreement rate schedule is comprised of an operating component, disposal/processing component and a fee component. The annual rate adjustment consists of adjusting each of the rate components as follows:

Operating Component Factor:

- Labor Component: Labor costs from the prior year are adjusted by the annual percentage change in the Employment Cost Index (ECI)
- Fuel Component: Fuel costs from the prior year are adjusted by the actual volume of fuel purchased in the prior year and the annual percentage change in the Fuel Index

- Other Component: Non labor/fuel related costs from the prior year are adjusted by the annual percentage change of the Consumer Price Index (CPI)

Disposal/Processing Component: This component is automatically adjusted as a direct pass-through based on MRWMD fees and the City's prior year's tonnages by material type. GWR credits \$40.00/ton for recyclable materials, therefore the Recyclable Materials processing credit adjusts annually based on the prior year's tonnage, with no change to the per ton rate.

The disposal and processing component(s) are based on the difference between the City's actual tonnage by material type and what was proposed by GWR in their initial proposal to the City. The disposal and processing components also consider the tipping fee charged by the Monterey Regional Waste Management District, however no tipping fee changes have occurred, nor are any proposed for the upcoming year. The following table describes the changes in the City's tonnage for each material type.

Fee Component: This component is a direct pass through of Franchise fees, calculated as a percent of the total rate by service level.

ANALYSIS:

Prior to April 1, 2016 GWR provided the City, by way of HF&H Consultants (who represents the City), with the annual rate adjustment calculation following the multi-indexed based methodology. This methodology results in each service level rate adjusting independently based on its rate components. The methodology was developed and implemented in the Franchise Agreement as a way to minimize and/or eliminate rate subsidization.

Despite the well-intended methodology of the multi-indexed approach, it created a problem from a practical standpoint by adjusting each service level rate by a different percentage. There are five different rate categories (Residential, Commercial Solid Waste, Commercial Recycle, Commercial Organics and Roll-off) and a total of 158 rates within these five categories. "**EXHIBIT B**" is the current rate schedule approved with the Franchise Agreement.

The proposed rate increase fluctuated between 0.6 % to 4.2%. The adjustment of each rate independently would have modified the relationship of each rate category to other rate categories, potentially impacting certain rate incentives designed into the initial rate structure to encourage conservation, and presents other obstacles, such as:

- Difficulty explaining to ratepayers and the general public why each service level adjusted by a different percentage.
- Difficulty providing notice to ratepayers of the rate adjustment as each service level's previous rate, percentage adjustment and new rate would need to be included within the notice.
- Unstable economic savings year-over-year from changes in service, wherein a customer may have right-sized their services to the least expensive combination of services to reduce their overall bill that may no longer be the least expensive combination following a rate adjustment.

To resolve this issue, the City requested that HF&H review an alternative rate adjustment calculation methodology which would provide a common percentage for all customers combined or would provide a sector based percentage adjustment within a given sector: residential, commercial, and roll-off. This approach results in residential, commercial, and roll-off customers each receiving a different percentage adjustment based on their share of the overall business within the City. "**EXHIBIT C**" is an executive summary from HF&H reporting the findings of these two approaches.

The following table illustrates the adjustment percentage from the three different approaches:

	Current Contract Percentage	Sector Weighted Average	Common Weighted Average
Residential	0.6 – 2.8%	1.5%	3.0%
Commercial Solid Waste	3.9 – 4.2%	3.6%	3.0%
Commercial Recycling	1-1.8%	3.6%	3.0%
Commercial Organics	1.7 – 2.7%	3.6%	3.0%
Roll-off	3.5%	2.8%	3.0%

The common 3.0% single adjustment would apply to all rates across the entire rate base, regardless of their share of the overall service. This alternative would result in increasing sector-to-sector subsidies.

Staff is recommending the sector based adjustment be used for calculating rates for 2016/2017 and at a later date an actual amendment to the Franchise Agreement will be brought back to the Council for approval.

Exhibit A – Exhibit E of Franchise Agreement providing Rate Adjustment Methodology

Exhibit B – Exhibit G3 of Franchise Agreement providing initial approved rates

Exhibit C – Letter from HF&H providing alternate rate adjustment methodology

FISCAL IMPACT:

The FY2016/2017 proposed rate adjustment would have no effect on City expenses, as this is a cost to the rate payers. The Franchise Agreement has a 15% franchise fee of gross receipt. Any rate increase provides a corresponding increase in franchise fee revenue.

CONCLUSION:

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

Respectfully submitted,

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING MAXIMUM RATES TO BE CHARGED BY GREENWASTE RECOVERY
EFFECTIVE JULY 1, 2016 FOR COLLECTION OF FRANCHISED SOLID WASTE,
RECYCLING, AND ORGANICS.

WHEREAS, the City of Marina entered into a franchise agreement with GreenWaste Recovery (GWR) on August 19, 2014 for solid waste, recycling, and organics collection services for the period of August 1, 2015 through July 31, 20130; and;

WHEREAS, Section 8.2 of the Franchise Agreement describes the process for an automatic annual adjustment to maximum customer rates on July 1 of each year, based on agreed upon cost indices, changes in tipping fees ast the Monterey Regional Waste Management District, and the actual tonnage fo materials collected by GWR: and,

WHEREAS, the application of the formulas required by the Franchise Agreement results in different rate increases for each and every service level and category; and,

WHEREAS, consistent with the provisions of Section 8.2C of the franchise agreement, both the City and GWR have agreed on an alternative approach that adjusts rates by the same percentage for all customers within each sector of customers, thereby preserving the current relationship and structure of the rates within each sector to one another; and,

WHEREAS, City staff has reviewed GWR's calculation of the rate adjustments and finds the calculations to be accurate and consistent with the methodology and requirements of the franchise agreement; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina hereby resolves to approve an 1.5% increase to all single family residential maximum rates; an 3.6% adjustment to all commercial solid waste, recycling, and organics maximum rates; and, an 2.8% adjustment to all roll-off maximum rates authorized to be charged by GWR under the Franchise Agreement, effective July 1, 2016.

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 17th day of May, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor/President

Anita Sharp, Deputy City Cler

EXHIBIT E

RATE ADJUSTMENT METHODOLOGY

General

Subject to the terms herein, the Contractor shall be entitled to an annual adjustment of all Rates. Each Rate, excluding special charges, includes an "Operating Component", "Disposal Component", "Processing Component", and "Fee Component", which are annually adjusted.

Contractor shall submit its application for a Rate adjustment to the Agency Contract Manager on or before April 1 of each Rate Period where Rates will be adjusted using the index-based methodology. Contractor shall submit its application on or before February 1 for any Rate Period where Rates will be adjusted using the cost-based methodology. Contractor's Rate application shall document all calculations and include all supporting schedules, documentation of Disposal or Processing Facility tipping fee changes, documentation of changes in Governmental Fees, and any other documentation or evidence determined by the Agency Contract Manager to be reasonably necessary to ensure that the calculation of Rate adjustments has been performed in strict conformance to the requirements of this Exhibit E.

The Agency's City Council shall make a good faith effort to approve Rates by June 1 of each year, and such Rates shall be effective on each subsequent July 1. If Rates are not effective by July 1 due to a delay caused solely by Agency, Agency shall allow Contractor to retroactively bill Customers for the amount of the Rate increase for any period of said delay that is solely caused by Agency. If Rates are not effective by July 1 as a result of Contractor's delay in submitting the Rate application in a complete and accurate form, then prior Rates remain in effect until such adjustment is made. In the case of a delayed Rate adjustment, the Contractor may bill the Customer during the next billing cycle to recoup the deferred Rate increase.

Definitions

Certain terms which are specific to this Exhibit (including Exhibits E1, E2, and E3) are defined below:

1. **Agency Fees** shall mean those fees described in Article 7 of this Agreement.
2. **Annual Percentage Change** means the average value of an index for the 12-month period ending December of the then-current Rate Period minus the average index value for the 12-month period ending December of the most-recently completed Rate Period, divided by the average index value for the 12-month period ending December of the most-recently completed Rate Period. The Annual Percentage Change shall be rounded to the nearest thousandth (1,000th).

For example, if the Contractor is preparing its Rate application for Rates to be effective for Rate Period 2, the Annual Percentage Change in CPI shall be calculated as follows: $[(\text{Average CPI for January 2015 through December 2015}) - (\text{Average CPI for January 2014 through December 2014})] / (\text{Average CPI for January 2014 through December 2014})$.

3. **Bureau of Labor Statistics (BLS)** shall mean the U.S. Department of Labor, Bureau of Labor Statistics



EXHIBIT E

RATE ADJUSTMENT METHODOLOGY

or its successor agency.

4. **Consumer Price Index (CPI)** shall mean the All Urban Consumers Index (CPI-U) compiled and published by the BLS, using the following parameters:
 - Area – San Francisco-Oakland-San Jose Metropolitan Area
 - Item – All Items
 - Base Period – Current 1982-84=100
 - Not seasonally adjusted
 - Periodicity – Bi-Monthly
 - Series Identification Number – CUURA422SA0
5. **Employment Cost Index (ECI)** shall mean the index, compiled and published by the BLS with the following parameters:
 - Compensation – Total Compensation
 - Ownership – Private Industry
 - Periodicity – Index Number
 - Group – 210 - Service-Providing Industries
 - Seasonally Adjusted
 - Series Identification Number – CIS2010000000000Q
6. **Fuel Index** shall mean the Producer Price Index-Commodities for #2 Diesel Fuel compiled and published by the BLS, using the following parameters:
 - Not Seasonally Adjusted
 - Group – Fuels and Related Products and Power
 - Item – #2 Diesel Fuel
 - Base Date – 8200
 - Series Identification Number – WPU057303
7. **Governmental Fee** shall mean any fee or surcharge imposed by a governmental entity other than the Agency or MRWMD including without limitation the State, County, or Local Enforcement Agency. Governmental Fees are a component of the Tipping Fee.
8. **Pass-Through Cost** shall mean those Agency Fees, Tipping Fees, Governmental Fees, and other costs, as specifically identified below, that Contractor may include in the determination of Contractor's Compensation but which are not included in the calculation of Contractor's allowable profit.
9. **Rate Adjustment Factor** shall mean the amount, expressed as a percentage, by which each of the operating, disposal, processing, and fee components of each Rate are adjusted. The Rate Adjustment Factor for each component shall be calculated separately.
10. **Tipping Fee** shall mean the Rate or tipping fee charged or paid for each ton or unit of material delivered to an Approved Facility. The Parties acknowledge that the timing of changes to the Tipping Fees at Approved Facilities that are not owned or operated by Contractor or their

EXHIBIT E

RATE ADJUSTMENT METHODOLOGY

subcontractor may not align with the review and adjustment of Rates under this Agreement. In the event that the Contractor begins to pay a new Tipping Fee at an Approved Facility or is directed to an alternative Approved Facility, other than one owned and operated by Contractor or their Subcontractor, prior to the adjustment of Rates under this Agreement, the adjustment to the Rate Adjustment Factor shall consider that period. Alternatively, the Agency reserves the right to adjust Rates at any time during the year in order to address changes in Tipping Fees alone without adjusting any other component of Rates. The "Current Approved" Tipping Fee for any Approved Facility shall be the Tipping Fee in place on January 1 immediately preceding the submission of the Rate Application. The "Interim Tipping Fee Increment" for any Approved Facility shall be the difference between the prior Tipping Fee and the Current Approved Tipping Fee.

- 11. Total Contractor's Compensation** shall mean the total amount to be used as a basis for determining the Rate Adjustment Factor. The Total Contractor's Compensation does not reflect or in any way guarantee the Gross Receipts that are to be generated by Rates or retained by the Contractor.

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EXHIBIT E1

MULTI-INDEX RATE ADJUSTMENT METHODOLOGY

General

The multi-index Rate adjustment methodology involves inflating: (1) the operating component of Rates for the current Rate Period by the CPI, ECI, and Fuel Index; and, (2) the disposal, processing, and fee components of the Rates by the actual changes to those components, to determine the Rates for the coming Rate Period. The intent of performing the multi-index-based adjustment is to allow Contractor's Compensation to be adjusted throughout the Term of this Agreement (giving consideration to those specific cost categories of "fuel" and "labor" that may be more volatile than the CPI) using simple, readily available indicators of changes in Contractor's costs for providing service.

If the ECI, CPI, or Fuel Index is discontinued or revised during the Term by the BLS, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if said index had not been discontinued or revised.

Calculation

Contractor shall calculate the adjustment to their Rates using the following methodology:

Step 1: Calculate the "Operating Component Factor" or "OCF".

Step 1a: Calculate the Labor-Related Factor of the OCF by calculating the Annual Percentage Change in the ECI. The factor shall be rounded to the nearest tenth (10th) percent.

Step 1b: Calculate the Fuel Factor of the OCF by calculating the Annual Percentage Change in the Fuel Index. The factor shall be rounded to the nearest tenth (10th) percent. If Contractor purchases CNG from the MRWMD, either Agency or Contractor may require that the percentage change in the Fuel Index be replaced by the percentage change in the annual average per unit price of fuel. The annual average per unit price of fuel shall be calculated based on the total fuel expense in the most recently completed calendar year divided by the number of units purchased in that same period. The percentage change shall consider the average unit price in the most recently completed calendar year compared to the calendar year immediately preceding. For the purposes of the first such adjustment, Contractor's Proposal assumed a Diesel Gallon Equivalent price of \$1.696.

Step 1c: Calculate the Other Factor of the OCF by calculating the Annual Percentage Change in the CPI. The factor shall be rounded to the nearest tenth (10th) percent.

Step 1d: Calculate the OCF, rounded to the nearest tenth (10th) percent, as follows:

$$\text{OCF} = (17.4\% \times \text{Labor-Related Factor calculated in Step 1a above}) + (3.2\% \times \text{Fuel Factor calculated in Step 1b above}) + (79.4\% \times \text{Other Factor calculated in Step 1c above})$$

For example, assuming:

1. Proposed labor-related costs are 17.4% of proposed total annual operating costs.

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EXHIBIT E1

MULTI-INDEX RATE ADJUSTMENT METHODOLOGY

2. Proposed fuel costs are 3.2% of proposed total annual operating costs.
3. Proposed other costs are 79.4% of proposed total annual operating costs.
4. Labor-Related Factor = 3% (calculated in Step 1a)
5. Fuel Factor = 17% (calculated in Step 1b)
6. Other Factor = 1% (calculated in Step 1c)
7. $OCF = (17.4\% \times 3\%) + (3.2\% \times 17\%) + (79.4\% \times 1\%) = 0.0186 = 1.9\%$

Step 2: Calculate the adjusted Operating Component, rounded to the nearest cent, for each Rate as follows:

$$\text{Adjusted Operating Component} = \text{Then-current Operating Component} \times (1 + OCF)$$

For example, assuming:

1. Then-current Operating Component = \$50.00
 2. OCF = 1.9%
- Adjusted Operating Component = $\$50.00 \times (1 + 0.019) = \50.95

Step 3: Calculate the adjusted Disposal Component, rounded to the nearest cent, for each Rate to reflect any percentage change in the total cost of Disposal at the Approved Disposal Facility. This "step 3" shall only be applied to Solid Waste Rates. The adjustment shall be calculated as follows:

$$\text{Adjusted Disposal Component} = \text{Then-current Disposal Component} \times \left[\frac{(\text{Current Approved Disposal Facility Tipping Fee} \times \text{Most Recent 12-month Tonnage} + \text{Interim Tipping Fee Increment} \times \text{Actual Tonnage at Interim Tipping Fee})}{(\text{Prior Approved Disposal Facility Tipping Fee} \times \text{Prior 12-month Tonnage})} \right]$$

For example, assuming:

1. Then-current Disposal Component = \$20.00
 2. Current Approved Disposal Facility Tipping Fee = \$50.00 per Ton
 3. Most Recent 12-month Tonnage = 1,050
 4. Interim Tipping Fee Increment = \$3.75
 5. Actual Tonnage at Interim Tipping Fee = 525
 6. Prior Approved Disposal Facility Tipping Fee = \$46.25 per Ton
 7. Prior 12-month Tonnage = 1,000
- Adjusted Disposal Component = $\$20.00 \times \left[\frac{(\$50.00 \times 1,050 + \$3.75 \times 525)}{(\$46.25 \times 1,000)} \right] = \23.55

Step 4: Calculate the adjusted Processing Component, rounded to the nearest cent, for each Rate to reflect any percentage change in the total cost of or rebate from Processing at an Approved Processing Facility. This "step 4" shall not be applied to Solid Waste Rates, unless the Solid Waste Rates includes the cost and/or revenue associated with processing Recyclable and/or Organic Materials. The processing component Rate Adjustment Factor shall not exceed the Annual Percentage Change in CPI for any facility owned and operated by Contractor or their Subcontractor. The adjustment shall be calculated as follows:

EXHIBIT E1

MULTI-INDEX RATE ADJUSTMENT METHODOLOGY

Adjusted Processing Component = Then-current Processing Component x [(Current Approved Processing Facility Tipping Fee x Most Recent 12-month Tonnage + Interim Tipping Fee Increment x Actual Tonnage at Interim Tipping Fee) / (Prior Approved Processing Facility Tipping Fee x Prior 12-month Tonnage)]

For example, assuming:

1. Then-current Processing Component = \$2.00
 2. Current Approved Processing Facility Tipping Fee = \$16.00 per Ton
 3. Most Recent 12-month Tonnage = 900
 4. Interim Tipping Fee Increment = \$1.00
 5. Actual Tonnage at Interim Tipping Fee = 500
 6. Prior Approved Processing Facility Tipping Fee = \$15.00 per Ton
 7. Prior 12-month Tonnage = 1,000
- Adjusted Processing Component = $\$2.00 \times [(\$16.00 \times 900 + \$1.00 \times 500) / (\$15.00 \times 1,000)] = \$1.99$

Step 5: Calculate the adjusted Fee Component, rounded to the nearest cent, for each Rate. The adjusted Fee Component of each Rate shall be calculated as follows:

Adjusted Fee Component = Then-current Fee Component x (1+OCF)

For example, assuming:

1. Then-current Fee Component = \$5.00
 2. OCF = 1.9%
- Adjusted Fee Component = $\$5.00 \times (1 + 0.019) = \5.10

Step 6: Calculate the adjusted value for each Rate charged under this Agreement. Adjusted Rates shall be calculated as follows:

Adjusted Rate = Adjusted Operating Component + (Adjusted Disposal Component OR Adjusted Processing Component) + Adjusted Fee Component

For example, assuming:

1. The Rate being adjusted is a Solid Waste Collection Rate
 2. Adjusted Operating Component = \$50.95 (as calculated in Step 2)
 3. Adjusted Disposal Component = \$22.70 (as calculated in Step 3)
 4. Adjusted Fee Component = \$5.10 (as calculated in Step 5)
- Adjusted Rate = $\$50.95 + \$22.70 + \$5.10 = \78.75



EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

General

The cost-based adjustment involves review of the Contractor's actual cost of operations and operational statistics (staffing levels, routes, route hours, Customers and their service levels, etc.) to determine the Total Contractor's Compensation for the current Rate Period and to forecast the Total Contractor's Compensation for the coming Rate Period. The difference (measured as a percentage) between the Total Contractor's Compensation for the coming Rate Period and the Gross Receipts most-recently reported calendar year is the "Rate Adjustment Factor". The Rate Adjustment Factor is applied to the then-current Rates to determine the Rates for the coming Rate Period.

The intent of performing the cost-based adjustment is to examine the actual impact of changes in inflation, the number of Customers, and the Service Level of Customers.

The Agency may incur costs, including consulting and legal fees, when determining adjustments to the Rates in accordance with this Exhibit and may require the Contractor to pay for such costs within sixty (60) calendar days of receipt of the Agency's invoice for such costs. The Contractor may recover such costs through the Rates by treating the costs as an allowable Pass-Through Cost. Regardless of Contractor's payment of costs associated with said review, Agency shall retain full and unimpeded discretion in selection of its agents to ensure, at a minimum, that no conflict of interest arises in the review of Contractor's request. Agency retains the right to select its agents on the basis of their qualifications and experience and without regard to cost.

Forecasting Total Contractor's Compensation

The Total Contractor's Compensation for the coming Rate Period shall be forecasted in the manner described in this Section.

A. Forecasting Total Annual Cost of Operations

1. Determine Actual Total Annual Cost of Operations. Contractor's financial statement, books, and records shall be reviewed to determine Contractor's "Actual Total Annual Cost of Operations" for the most-recently completed Rate Period to perform all the services in the manner required by this Agreement for each of the following cost categories:

- a. Labor-related costs
- b. Vehicle-related costs (excluding fuel)
- c. Fuel costs
- d. Other costs
- e. Depreciation costs

2. Calculate Allowable Costs. Contractor shall calculate "Allowable Total Annual Cost of Operations" for the most-recently completed Rate Period by adjusting "Actual Total Annual Cost of Operations" for the most-recently completed Rate Period (determined in accordance with A.1



EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

above) to deduct non-allowable costs. The Allowable Total Annual Cost of Operations shall be reported in the cost categories identified in A.1 above. Non-allowable costs that shall be deducted from actual costs include the following:

- a. Labor and equipment costs for personnel and vehicles that are not specified in the proposal forms contained in Exhibit G.
- b. Payments to directors and/or owners of Contractor unless the amount paid is reasonable compensation for services actually rendered. Reasonableness shall be determined based on available market pricing for similar services and shall be in the sole discretion of the Agency.
- c. Travel expenses and entertainment (above five thousand dollars (\$5,000) annually in total) expenses, unless authorized in advance by the City.
- d. Payments to repair damage to public or private property for which Contractor is legally liable.
- e. Fines or penalties of any nature.
- f. Liquidated Damages assessed under this Agreement.
- g. Federal or State income taxes.
- h. Charitable or political donations unless such donation is to a youth, civic, or charitable organization and has been previously approved in writing as an allowable expense by the Agency Contract Manager.
- i. Depreciation or interest expense for Collection vehicles, Containers, other equipment, offices and other facilities if such items are leased as specified in Exhibit G.
- j. Attorney's fees and other expenses incurred by Contractor in any court proceeding in which the Agency and Contractor are adverse Parties.
- k. Attorney's fees and other expenses incurred by Contractor arising from any act or omission in violation of this Agreement.
- l. Attorneys' fees and other expenses incurred by Contractor in any court proceeding in which Contractor's own negligence, violation of law or regulation, or wrong doing are in issue and occasion, in whole or in part, the attorneys' fees and expenses claimed; and attorneys' fees and expenses incurred by Contractor in a court proceeding in which the legal theory or statute providing a basis of liability against Contractor also provides for separate potential liability for the Agency derived from the action of its citizens or Rate payers (such as in a CERCLA lawsuit) unless the Contractor is found not liable in such claims and such claims arise from acts or occurrences within the Term of the Agreement.

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EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

- m. Payments to Related-Party Entities for products or services, in excess of the cost to the Related-Party Entities for those products or services.
- n. Goodwill.
- o. Unreasonable profit sharing distributions.
- p. Replacement costs for Containers that need to be replaced because the useful life of such Container was less than the Term.
- q. Administrative costs greater than the administrative costs presented in Contractor's Proposal (Exhibit G) adjusted annually by the Annual Percentage Change in the CPI.
- r. Bad debt write-offs in excess of two percent (2%) of annual Rate revenues.

3. Forecast Total Annual Cost of Operations. Forecasted Total Annual Cost of Operations for the coming Rate Period shall be calculated based on Allowed Total Cost of Operations for the most-recently completed Rate Period determined in accordance with A.2 above. The forecasts shall be performed in the following manner:

- a. **Forecasted labor-related costs** shall be calculated for the coming Rate Period by multiplying the allowed labor-related costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the ECI. The result of this calculation shall be multiplied once more by one (1) plus the Annual Percentage Change in the ECI.
- b. **Forecasted vehicle-related costs** (excluding fuel and depreciation costs) shall be calculated for the coming Rate Period by multiplying the allowed vehicle-related costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the CPI. The result of this calculation shall be multiplied once more by one (1) plus the Annual Percentage Change in the CPI.
- c. **Forecasted fuel costs** shall be calculated for the coming Rate Period by multiplying the allowed fuel costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the Fuel Index. The result of this calculation shall be multiplied once more by one (1) plus the Annual Percentage Change in the Fuel Index.
- d. **Forecasted other costs** shall be calculated for the coming Rate Period by multiplying the allowed other-related costs, both direct and allocated, for most-recently completed Rate Period by one (1) plus the Annual Percentage Change in CPI. The result of this calculation shall be multiplied once more by one (1) plus the Annual Percentage Change in the CPI.
- e. **Forecasted direct depreciation expense** shall be the amount specified in Exhibit



EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

G2 for vehicles, Containers, and facilities. Direct depreciation expense is a fixed cost and is not subject to inflation.

- f. **Forecasted allocated depreciation expense** shall be the amount specified in Exhibit G2 for vehicles, Containers, and facilities. Allocated depreciation expense is a fixed cost and not subject to inflation.

- g. **Forecasted Total Annual Cost of Operations** for the coming Rate Period shall equal the sum of the following costs, which shall have been calculated in accordance with the procedures in this Exhibit E3:
 - (1) Forecasted labor-related costs
 - (2) Forecasted vehicle-related costs (excluding fuel costs)
 - (3) Forecasted fuel costs
 - (4) Forecasted other costs
 - (5) Forecasted direct depreciation expense
 - (6) Forecasted allocated costs (depreciation)

B. Forecast Profit

Contractor shall be entitled to Profit on Forecasted Total Annual Cost of Operations. Profit shall be calculated using an operating ratio of eighty nine and three tenths percent (89.3%) as proposed by Contractor and described in Exhibit G-2. Profit shall be calculated using the following formula:

Profit = (Forecasted Total Annual Cost of Operations/Operating Ratio)-Forecasted Total Annual Cost of Operations

For Example:

- 1. Assuming an operating ratio of 92%
- 2. Assuming a Forecasted Total Annual Cost of Operations of \$1,000,000
- 3. Profit = $(1,000,000/.92)-1,000,000=86,956.52$

C. Forecast Pass-Through Costs.

Pass-Through Costs for the coming Rate Period shall be forecasted in the following manner:

- 1. **Forecasted Disposal Cost.** Annual Forecasted Disposal Cost = (Tipping Fee at Approved Disposal Facility) x (total Tons of Solid Waste Collected for the most-recently completed calendar year).

- 2. **Forecasted Recyclable Materials Processing Cost.** Annual Forecasted Recyclable Materials Processing Cost = (Tipping Fee at Approved Recyclable Materials Processing Facility) x (total Tons of Recyclable Materials Collected for the most-recently completed calendar year)

- 3. **Forecasted Organic Materials Processing Cost.** Annual Forecasted Organic Materials



EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

Processing Cost = (Tipping Fee at Approved Organic Materials Processing Facility) x (total Tons of Organic Materials Collected for the most-recently completed calendar year)

4. **Forecasted Interest Expense.** Interest Expense is sixty one thousand three hundred twenty two dollars (\$61,322) per year and shall not be adjusted over the Term of the Agreement.
 5. **Forecasted Direct Lease Costs.** Direct Lease Costs are zero dollars (\$0) per year and shall not be adjusted over the Term of the Agreement.
 6. **Forecasted Allocated Lease Costs.** Allocated Lease Costs are fifty thousand two hundred twenty one dollars (\$50,221) per year and shall not be adjusted over the Term of the Agreement.
- D. **Forecast Agency Fees**
1. **Forecasted Franchise Fee.** Forecasted Franchise Fees shall equal ten percent (10%) of the Forecasted Total Contractor's Compensation.
 2. **Forecasted Administrative Fee.** The Forecasted Administrative Fee shall be in an amount prescribed by the Agency. If no revised Administrative Fee is provided by the Agency, the Administrative Fee paid to the Agency during the prior Rate Period shall remain in effect.
 3. **Forecasted AB939 Fee.** The Forecasted AB939 Fee shall be in an amount prescribed by the Agency. If no revised AB939 Fee is provided by the Agency, the AB939 Fee paid to the Agency during the prior Rate Period shall remain in effect.
 4. **Forecasted HHW Fee.** The Forecasted HHW Fee shall be in an amount prescribed by the Agency. If no revised HHW Fee is provided by the Agency, the HHW Fee paid to the Agency during the prior Rate Period shall remain in effect.
 5. **Forecasted Vehicle Impact Fee.** Forecasted Vehicle Impact Fee shall be equal to five percent (5%) of the Forecasted Total Contractor's Compensation.
 6. **Forecasted Litter Abatement Fee.** The Forecasted Litter Abatement Fee shall be in an amount prescribed by the Agency. If no revised Litter Abatement Fee is provided by the Agency, the Litter Abatement Fee paid to the Agency during the prior Rate Period shall remain in effect.
 7. **Rate Application Review Costs.** An amount determined by the Agency to reimburse the Contractor for payment of the City's costs, including consulting and legal fees associated with determination of Rates under this Exhibit.
 8. **Forecasted Total Agency Fees.** Forecasted Total Agency Fees shall equal the sum of the Forecasted Franchise Fee, Forecasted Administrative Fee, Forecasted AB939 Fee, Forecasted HHW Fee, Forecasted Vehicle Impact Fee, Forecasted Litter Abatement Fee,

(2)

EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

and Rate Application Review Costs.

RATE ADJUSTMENT FACTORS

A. Operating Component Rate Adjustment Factor. The "Operating Component Rate Adjustment Factor" shall be determined by dividing the sum of the Forecasted Total Annual Cost of Operations, Forecasted Profit, Forecasted Interest Expense, Forecasted Direct Lease Costs, and Forecasted Allocated Lease Costs by the sum of the Actual Total Annual Cost of Operations, Profit, Interest Expense, Direct Lease Costs, and Allocated Lease Costs, rounded to the nearest thousandth.

B. Disposal Component Rate Adjustment Factor. The "Disposal Component Rate Adjustment Factor" shall be determined by dividing the Forecasted Disposal Cost by the Disposal Component portion of Rate Revenues received over the most recent twelve (12) months, rounded to the nearest thousandth (1000th). The Disposal Component shall only be applied to Solid Waste Collection Rates and shall not be included in the calculation of Recyclable Materials Collection Rates, Organic Materials Collection Rates, or Special Charges.

C. Processing Component Rate Adjustment Factor. The "Processing Component Rate Adjustment Factor" shall be determined by dividing the Forecasted Processing Cost by the Processing Component portion of Rate Revenues received over the most recent twelve (12) months, rounded to the nearest thousandth (1000th). This calculation shall be performed for the Forecasted Recyclable Materials Processing Cost for determination of Recyclable Materials Collection Rates. The calculation shall be performed separately for the Forecasted Organic Materials Processing Cost for determination of Organic Materials Collection Rates. The Processing Component Rate Adjustment Factor shall not be applied to Solid Waste Collection Rates or Special Charges.

D. Fee Component Rate Adjustment Factor. The "Fee Component Rate Adjustment Factor" shall be determined by dividing the Forecasted Total City Fees by the sum of all Agency Fees, as described in Article 7 of the Agreement, paid to the City by Contractor over the most recent twelve (12) months, rounded to the nearest thousandth (1000th).

ADJUSTMENT OF RATES

Each then-current Rate component shall be multiplied by the associated component Rate Adjustment Factor to calculate the effective Rate for the coming Rate Period. All Special Charges shall be adjusted using the Operating Component Rate Adjustment Factor.



Residential Rates												
Sector	Service	Size	Vol	Freq	Total Rate	Operating		Recycling		Organics		Fee
						Component	Component	Processing	Component	Processing	Component	
RES	Curbside	20 Gal	1	\$	13.17	\$ 9.45	\$ 1.52	\$ (0.29)	\$ 0.51	\$	1.98	
RES	Curbside	32 Gal	1	\$	14.64	\$ 9.78	\$ 2.43	\$ (0.29)	\$ 0.51	\$	2.20	
RES	Curbside	64 Gal	1	\$	18.36	\$ 10.52	\$ 4.87	\$ (0.29)	\$ 0.51	\$	2.75	
RES	Curbside	96 Gal	1	\$	20.85	\$ 10.20	\$ 7.30	\$ (0.29)	\$ 0.51	\$	3.13	
RES	Curbside	Low Income	1	\$	12.55	\$ 8.01	\$ 2.43	\$ (0.29)	\$ 0.51	\$	1.88	
RES	Curbside	Senior Rate	1	\$	7.39	\$ 3.62	\$ 2.43	\$ (0.29)	\$ 0.51	\$	1.11	

Commercial Solid Waste Rates												
Sector	Service	Size	Vol	Freq	Total Rate	Operating		Recycling		Organics		Fee
						Component	Component	Processing	Component	Processing	Component	
COM	MSW	32 Gal	1	\$	15.81	\$ 11.00	\$ 2.43	n/a	n/a	\$	2.37	
COM	MSW	32 Gal	2	\$	32.25	\$ 22.55	\$ 4.87	n/a	n/a	\$	4.84	
COM	MSW	32 Gal	3	\$	48.38	\$ 33.82	\$ 7.30	n/a	n/a	\$	7.26	
COM	MSW	32 Gal	4	\$	64.50	\$ 45.09	\$ 9.74	n/a	n/a	\$	9.68	
COM	MSW	32 Gal	5	\$	80.63	\$ 56.36	\$ 12.17	n/a	n/a	\$	12.09	
COM	MSW	32 Gal	6	\$	96.75	\$ 67.64	\$ 14.60	n/a	n/a	\$	14.51	
COM	MSW	64 Gal	1	\$	30.32	\$ 20.90	\$ 4.87	n/a	n/a	\$	4.55	
COM	MSW	64 Gal	2	\$	61.85	\$ 42.83	\$ 9.74	n/a	n/a	\$	9.28	
COM	MSW	64 Gal	3	\$	92.77	\$ 64.25	\$ 14.60	n/a	n/a	\$	13.92	
COM	MSW	64 Gal	4	\$	123.69	\$ 85.67	\$ 19.47	n/a	n/a	\$	18.55	
COM	MSW	64 Gal	5	\$	154.62	\$ 107.08	\$ 24.34	n/a	n/a	\$	23.19	
COM	MSW	64 Gal	6	\$	185.54	\$ 128.50	\$ 29.21	n/a	n/a	\$	27.83	
COM	MSW	96 Gal	1	\$	39.08	\$ 25.91	\$ 7.30	n/a	n/a	\$	5.86	
COM	MSW	96 Gal	2	\$	79.72	\$ 53.15	\$ 14.60	n/a	n/a	\$	11.96	
COM	MSW	96 Gal	3	\$	119.57	\$ 79.73	\$ 21.91	n/a	n/a	\$	17.94	
COM	MSW	96 Gal	4	\$	159.43	\$ 106.31	\$ 29.21	n/a	n/a	\$	23.91	
COM	MSW	96 Gal	5	\$	199.29	\$ 132.89	\$ 36.51	n/a	n/a	\$	29.89	
COM	MSW	96 Gal	6	\$	239.15	\$ 159.46	\$ 43.81	n/a	n/a	\$	35.87	
COM	MSW	1 YD	1	\$	84.75	\$ 56.67	\$ 15.36	n/a	n/a	\$	12.71	
COM	MSW	1 YD	2	\$	172.89	\$ 116.23	\$ 30.73	n/a	n/a	\$	25.93	
COM	MSW	1 YD	3	\$	259.34	\$ 174.34	\$ 46.09	n/a	n/a	\$	38.90	
COM	MSW	1 YD	4	\$	345.78	\$ 232.46	\$ 61.46	n/a	n/a	\$	51.87	
COM	MSW	1 YD	5	\$	432.23	\$ 290.57	\$ 76.82	n/a	n/a	\$	64.83	
COM	MSW	1 YD	6	\$	518.67	\$ 348.68	\$ 92.19	n/a	n/a	\$	77.80	
COM	MSW	2 YD	1	\$	168.62	\$ 112.60	\$ 30.73	n/a	n/a	\$	25.29	
COM	MSW	2 YD	2	\$	343.98	\$ 230.93	\$ 61.46	n/a	n/a	\$	51.60	
COM	MSW	2 YD	3	\$	515.97	\$ 346.39	\$ 92.19	n/a	n/a	\$	77.40	
COM	MSW	2 YD	4	\$	694.29	\$ 467.23	\$ 122.92	n/a	n/a	\$	104.14	
COM	MSW	2 YD	5	\$	859.95	\$ 577.31	\$ 153.65	n/a	n/a	\$	128.99	
COM	MSW	2 YD	6	\$	1,031.94	\$ 692.78	\$ 184.37	n/a	n/a	\$	154.79	
COM	MSW	3 YD	1	\$	253.28	\$ 169.19	\$ 46.09	n/a	n/a	\$	37.99	
COM	MSW	3 YD	2	\$	516.69	\$ 347.00	\$ 92.19	n/a	n/a	\$	77.50	
COM	MSW	3 YD	3	\$	775.04	\$ 520.50	\$ 138.28	n/a	n/a	\$	116.26	
COM	MSW	3 YD	4	\$	1,033.38	\$ 694.00	\$ 184.37	n/a	n/a	\$	155.01	
COM	MSW	3 YD	5	\$	1,291.73	\$ 867.50	\$ 230.47	n/a	n/a	\$	193.76	
COM	MSW	3 YD	6	\$	1,550.08	\$ 1,041.00	\$ 276.56	n/a	n/a	\$	232.51	
COM	MSW	4 YD	1	\$	337.62	\$ 225.52	\$ 61.46	n/a	n/a	\$	50.64	
COM	MSW	4 YD	2	\$	688.75	\$ 462.52	\$ 122.92	n/a	n/a	\$	103.31	
COM	MSW	4 YD	3	\$	1,033.13	\$ 693.78	\$ 184.37	n/a	n/a	\$	154.97	
COM	MSW	4 YD	4	\$	1,377.50	\$ 925.04	\$ 245.83	n/a	n/a	\$	206.63	
COM	MSW	4 YD	5	\$	1,721.88	\$ 1,156.30	\$ 307.29	n/a	n/a	\$	258.28	
COM	MSW	4 YD	6	\$	2,066.25	\$ 1,387.56	\$ 368.75	n/a	n/a	\$	309.94	
COM	MSW	6 YD	1	\$	398.85	\$ 246.84	\$ 92.19	n/a	n/a	\$	59.83	
COM	MSW	6 YD	2	\$	813.66	\$ 507.24	\$ 184.37	n/a	n/a	\$	122.05	
COM	MSW	6 YD	3	\$	1,220.49	\$ 760.85	\$ 276.56	n/a	n/a	\$	183.07	
COM	MSW	6 YD	4	\$	1,627.32	\$ 1,014.47	\$ 368.75	n/a	n/a	\$	244.10	
COM	MSW	6 YD	5	\$	2,034.15	\$ 1,268.09	\$ 460.94	n/a	n/a	\$	305.12	
COM	MSW	6 YD	6	\$	2,440.97	\$ 1,521.71	\$ 553.12	n/a	n/a	\$	366.15	
COM	MSW	8 YD	1	\$	531.82	\$ 329.14	\$ 122.92	n/a	n/a	\$	79.77	
COM	MSW	8 YD	2	\$	1,084.92	\$ 676.35	\$ 245.83	n/a	n/a	\$	162.74	
COM	MSW	8 YD	3	\$	1,627.38	\$ 1,014.53	\$ 368.75	n/a	n/a	\$	244.11	
COM	MSW	8 YD	4	\$	2,169.85	\$ 1,352.70	\$ 491.66	n/a	n/a	\$	325.48	
COM	MSW	8 YD	5	\$	2,712.31	\$ 1,690.88	\$ 614.58	n/a	n/a	\$	406.85	
COM	MSW	8 YD	6	\$	3,254.77	\$ 2,029.06	\$ 737.50	n/a	n/a	\$	488.22	

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Exhibit G3 - Initial Rates for Collection Services

Commercial Recycling Rates													
Sector	Service	Size	Vol	Freq	Total Rate	Operating Component	Disposal Component	Recycling Processing Component	Organics Processing Component	Fee			
										Component	Component		
COM	REC	32 Gal	1	\$	2.37	\$	2.31	n/a	\$	(0.29)	n/a	\$	0.36
COM	REC	32 Gal	2	\$	4.84	\$	4.70	n/a	\$	(0.58)	n/a	\$	0.73
COM	REC	32 Gal	3	\$	7.26	\$	7.04	n/a	\$	(0.87)	n/a	\$	1.09
COM	REC	32 Gal	4	\$	9.68	\$	9.39	n/a	\$	(1.17)	n/a	\$	1.45
COM	REC	32 Gal	5	\$	12.09	\$	11.74	n/a	\$	(1.46)	n/a	\$	1.81
COM	REC	32 Gal	6	\$	14.51	\$	14.09	n/a	\$	(1.75)	n/a	\$	2.18
COM	REC	64 Gal	1	\$	4.55	\$	4.45	n/a	\$	(0.58)	n/a	\$	0.68
COM	REC	64 Gal	2	\$	9.28	\$	9.05	n/a	\$	(1.17)	n/a	\$	1.39
COM	REC	64 Gal	3	\$	13.92	\$	13.58	n/a	\$	(1.75)	n/a	\$	2.09
COM	REC	64 Gal	4	\$	18.55	\$	18.10	n/a	\$	(2.33)	n/a	\$	2.78
COM	REC	64 Gal	5	\$	23.19	\$	22.63	n/a	\$	(2.91)	n/a	\$	3.48
COM	REC	64 Gal	6	\$	27.83	\$	27.15	n/a	\$	(3.50)	n/a	\$	4.17
COM	REC	96 Gal	1	\$	5.86	\$	5.86	n/a	\$	(0.87)	n/a	\$	0.88
COM	REC	96 Gal	2	\$	11.96	\$	11.91	n/a	\$	(1.75)	n/a	\$	1.79
COM	REC	96 Gal	3	\$	17.94	\$	17.87	n/a	\$	(2.62)	n/a	\$	2.69
COM	REC	96 Gal	4	\$	23.91	\$	23.83	n/a	\$	(3.50)	n/a	\$	3.59
COM	REC	96 Gal	5	\$	29.89	\$	29.78	n/a	\$	(4.37)	n/a	\$	4.48
COM	REC	96 Gal	6	\$	35.87	\$	35.74	n/a	\$	(5.25)	n/a	\$	5.38
COM	REC	1 YD	1	\$	12.71	\$	12.65	n/a	\$	(1.84)	n/a	\$	1.91
COM	REC	1 YD	2	\$	25.93	\$	25.72	n/a	\$	(3.68)	n/a	\$	3.89
COM	REC	1 YD	3	\$	38.90	\$	38.59	n/a	\$	(5.52)	n/a	\$	5.84
COM	REC	1 YD	4	\$	51.87	\$	51.45	n/a	\$	(7.36)	n/a	\$	7.78
COM	REC	1 YD	5	\$	64.83	\$	64.31	n/a	\$	(9.20)	n/a	\$	9.73
COM	REC	1 YD	6	\$	77.80	\$	77.17	n/a	\$	(11.04)	n/a	\$	11.67
COM	REC	2 YD	1	\$	25.29	\$	25.18	n/a	\$	(3.68)	n/a	\$	3.79
COM	REC	2 YD	2	\$	51.60	\$	51.22	n/a	\$	(7.36)	n/a	\$	7.74
COM	REC	2 YD	3	\$	77.40	\$	76.83	n/a	\$	(11.04)	n/a	\$	11.61
COM	REC	2 YD	4	\$	104.14	\$	103.24	n/a	\$	(14.72)	n/a	\$	15.62
COM	REC	2 YD	5	\$	128.99	\$	128.04	n/a	\$	(18.40)	n/a	\$	19.35
COM	REC	2 YD	6	\$	154.79	\$	153.65	n/a	\$	(22.08)	n/a	\$	23.22
COM	REC	3 YD	1	\$	37.99	\$	37.80	n/a	\$	(5.52)	n/a	\$	5.70
COM	REC	3 YD	2	\$	77.50	\$	76.92	n/a	\$	(11.04)	n/a	\$	11.63
COM	REC	3 YD	3	\$	116.26	\$	115.38	n/a	\$	(16.56)	n/a	\$	17.44
COM	REC	3 YD	4	\$	155.01	\$	153.84	n/a	\$	(22.08)	n/a	\$	23.25
COM	REC	3 YD	5	\$	193.76	\$	192.30	n/a	\$	(27.60)	n/a	\$	29.06
COM	REC	3 YD	6	\$	232.51	\$	230.76	n/a	\$	(33.12)	n/a	\$	34.88
COM	REC	4 YD	1	\$	50.64	\$	50.41	n/a	\$	(7.36)	n/a	\$	7.60
COM	REC	4 YD	2	\$	103.31	\$	102.54	n/a	\$	(14.72)	n/a	\$	15.50
COM	REC	4 YD	3	\$	154.97	\$	153.80	n/a	\$	(22.08)	n/a	\$	23.25
COM	REC	4 YD	4	\$	206.63	\$	205.07	n/a	\$	(29.44)	n/a	\$	30.99
COM	REC	4 YD	5	\$	258.28	\$	256.34	n/a	\$	(36.80)	n/a	\$	38.74
COM	REC	4 YD	6	\$	309.94	\$	307.61	n/a	\$	(44.16)	n/a	\$	46.49
COM	REC	6 YD	1	\$	59.83	\$	61.89	n/a	\$	(11.04)	n/a	\$	8.97
COM	REC	6 YD	2	\$	122.05	\$	125.82	n/a	\$	(22.08)	n/a	\$	18.31
COM	REC	6 YD	3	\$	183.07	\$	188.73	n/a	\$	(33.12)	n/a	\$	27.46
COM	REC	6 YD	4	\$	244.10	\$	251.64	n/a	\$	(44.16)	n/a	\$	36.61
COM	REC	6 YD	5	\$	305.12	\$	314.56	n/a	\$	(55.20)	n/a	\$	45.77
COM	REC	6 YD	6	\$	366.15	\$	377.47	n/a	\$	(66.24)	n/a	\$	54.92
COM	REC	8 YD	1	\$	79.77	\$	82.53	n/a	\$	(14.72)	n/a	\$	11.97
COM	REC	8 YD	2	\$	162.74	\$	167.77	n/a	\$	(29.44)	n/a	\$	24.41
COM	REC	8 YD	3	\$	244.11	\$	251.65	n/a	\$	(44.16)	n/a	\$	36.62
COM	REC	8 YD	4	\$	325.48	\$	335.54	n/a	\$	(58.88)	n/a	\$	48.82
COM	REC	8 YD	5	\$	406.85	\$	419.42	n/a	\$	(73.60)	n/a	\$	61.03
COM	REC	8 YD	6	\$	488.22	\$	503.31	n/a	\$	(88.32)	n/a	\$	73.23

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Exhibit G3 - Initial Rates for Collection Services

Commercial Organics Rates										
Sector	Service	Size	Vol	Freq	Total Rate	Operating Component	Disposal Component	Recycling Processing Component	Organics Processing Component	Fee Component
COM	ORG	64 Gal		1	\$ 22.74	\$ 18.30	n/a	n/a	\$ 1.03	\$ 3.41
COM	ORG	64 Gal		2	\$ 46.38	\$ 37.37	n/a	n/a	\$ 2.06	\$ 6.96
COM	ORG	64 Gal		3	\$ 69.58	\$ 56.05	n/a	n/a	\$ 3.09	\$ 10.44
COM	ORG	64 Gal		4	\$ 92.77	\$ 74.73	n/a	n/a	\$ 4.12	\$ 13.92
COM	ORG	64 Gal		5	\$ 115.96	\$ 93.42	n/a	n/a	\$ 5.15	\$ 17.39
COM	ORG	64 Gal		6	\$ 139.15	\$ 112.10	n/a	n/a	\$ 6.18	\$ 20.87
COM	ORG	96 Gal		1	\$ 29.31	\$ 23.37	n/a	n/a	\$ 1.54	\$ 4.40
COM	ORG	96 Gal		2	\$ 59.79	\$ 47.73	n/a	n/a	\$ 3.09	\$ 8.97
COM	ORG	96 Gal		3	\$ 89.68	\$ 71.59	n/a	n/a	\$ 4.63	\$ 13.45
COM	ORG	96 Gal		4	\$ 119.57	\$ 95.46	n/a	n/a	\$ 6.18	\$ 17.94
COM	ORG	96 Gal		5	\$ 149.47	\$ 119.32	n/a	n/a	\$ 7.72	\$ 22.42
COM	ORG	96 Gal		6	\$ 179.36	\$ 143.19	n/a	n/a	\$ 9.27	\$ 26.90
COM	ORG	1 YD		1	\$ 63.56	\$ 50.78	n/a	n/a	\$ 3.25	\$ 9.53
COM	ORG	1 YD		2	\$ 129.67	\$ 103.72	n/a	n/a	\$ 6.50	\$ 19.45
COM	ORG	1 YD		3	\$ 194.50	\$ 155.57	n/a	n/a	\$ 9.75	\$ 29.18
COM	ORG	1 YD		4	\$ 259.34	\$ 207.43	n/a	n/a	\$ 13.00	\$ 38.90
COM	ORG	1 YD		5	\$ 324.17	\$ 259.29	n/a	n/a	\$ 16.25	\$ 48.63
COM	ORG	1 YD		6	\$ 389.00	\$ 311.15	n/a	n/a	\$ 19.50	\$ 58.35
COM	ORG	2 YD		1	\$ 126.46	\$ 100.99	n/a	n/a	\$ 6.50	\$ 18.97
COM	ORG	2 YD		2	\$ 257.99	\$ 206.29	n/a	n/a	\$ 13.00	\$ 38.70
COM	ORG	2 YD		3	\$ 386.98	\$ 309.43	n/a	n/a	\$ 19.50	\$ 58.05
COM	ORG	2 YD		4	\$ 520.71	\$ 416.60	n/a	n/a	\$ 26.01	\$ 78.11
COM	ORG	2 YD		5	\$ 644.96	\$ 515.71	n/a	n/a	\$ 32.51	\$ 96.74
COM	ORG	2 YD		6	\$ 773.96	\$ 618.86	n/a	n/a	\$ 39.01	\$ 116.09

Roll-off Rates										
Sector	Service	Size	Vol	Freq	Total Rate	Operating Component	Disposal Component	Recycling Processing Component	Organics Processing Component	Fee Component
RO	MSW	10 YD		ea.	\$ 267.55	\$ 227.41	n/a	n/a	n/a	\$ 40.13
RO	MSW	20 YD		ea.	\$ 385.50	\$ 327.68	n/a	n/a	n/a	\$ 57.83
RO	MSW	30 YD		ea.	\$ 503.46	\$ 427.94	n/a	n/a	n/a	\$ 75.52
RO	MSW	40 YD		ea.	\$ 621.42	\$ 528.21	n/a	n/a	n/a	\$ 93.21
COMP	MSW	ANY		ea.	\$ 932.15					
RO	MSW	1 TN		ea.	\$ 60.88	n/a	\$ 51.75	n/a	n/a	\$ 9.13
RO	REC	10 YD		ea.	\$ 200.41	\$ 170.35	n/a	n/a	n/a	\$ 30.06
RO	REC	20 YD		ea.	\$ 200.41	\$ 170.35	n/a	n/a	n/a	\$ 30.06
RO	REC	30 YD		ea.	\$ 200.41	\$ 170.35	n/a	n/a	n/a	\$ 30.06
RO	REC	40 YD		ea.	\$ 200.41	\$ 170.35	n/a	n/a	n/a	\$ 30.06
COMP	REC	ANY		ea.	\$ 300.61					
RO	REC	1 TN		ea.	\$ (35.29)	n/a	n/a	\$ (30.00)	n/a	\$ (5.29)
RO	ORG	10 YD		ea.	\$ 200.41	\$ 170.35	n/a	n/a	n/a	\$ 30.06
RO	ORG	20 YD		ea.	\$ 200.41	\$ 170.35	n/a	n/a	n/a	\$ 30.06
RO	ORG	30 YD		ea.	\$ 200.41	\$ 170.35	n/a	n/a	n/a	\$ 30.06
RO	ORG	40 YD		ea.	\$ 200.41	\$ 170.35	n/a	n/a	n/a	\$ 30.06
RO	ORG	1 TN		ea.	\$ 35.29	n/a	n/a	n/a	\$ 30.00	\$ 5.29
RO	C&D	10 YD		ea.	\$ 267.55	\$ 227.41	n/a	n/a	n/a	\$ 40.13
RO	C&D	20 YD		ea.	\$ 385.50	\$ 327.68	n/a	n/a	n/a	\$ 57.83
RO	C&D	30 YD		ea.	\$ 503.46	\$ 427.94	n/a	n/a	n/a	\$ 75.52
RO	C&D	40 YD		ea.	\$ 621.42	\$ 528.21	n/a	n/a	n/a	\$ 93.21
RO	C&D	1 TN		ea.	\$ 60.88	n/a	n/a	\$ 51.75	n/a	\$ 9.13



**Exhibit G-3
Additional Allowable Charges**

Single-Family Customers	
Extra GARBAGE on Regular Collection Day - Sheet of Ten (10) Stickers	Monthly 32-gallon Garbage Rate on January 1 st of each year, divided by 4, multiplied by 10.
Extra GARBAGE on Regular Collection Day - Standing Order	Monthly 32-gallon Garbage Rate in the month collected, divided by 4.
Extra YARD TRIMMINGS on Regular Collection Day - Sheet of Ten (10) Stickers	50% of the monthly 32-gallon Garbage Rate on January 1 st in the calendar year purchased, divided by 4, multiplied by 10.
Extra YARD TRIMMINGS on Regular Collection Day - Standing Order	50% of monthly 32-gallon Garbage Rate in the month collected, divided by 4.
Yard Trimmings Monthly SERVICE FEE	50% of the monthly Garbage gallon equivalent.
Recyclable Material Monthly CART RENTAL Fee	\$3.00 per month
Cart REPLACEMENT Fee	\$60.00 per Cart
Cart RE-DELIVERY Fee or RE-START Fee	\$25.00 per vehicle trip
NON-SCHEDULED Collection Go-Back or Trip Charge	\$19.00 per trip
Recyclable Materials CONTAMINATION Fee	25% of the subscribed monthly Garbage gallon equivalent per event.
Yard Trimming Materials CONTAMINATION Fee	25% of the subscribed monthly Garbage gallon equivalent per event.
Multi-Family & Commercial Customers	
Extra GARBAGE on Regular Collection Day.	32-gallon Garbage Rate divided by 4.
NON-SCHEDULED Collection Go-Back or Trip Charge	25% of the regular 1x/week monthly container service fee by container size.
Cart Charges - DIFFICULT TO SERVICE	\$1.00 per "complete action" per month, per Cart.
Bin Charges DIFFICULT TO SERVICE	\$3.00 per "complete action" based on monthly service level.
Recyclable Materials CONTAMINATION Fee	25% of the 1x/week monthly Garbage container volume equivalent service fee.
Organic Materials CONTAMINATION Fee	25% of the 1x/week monthly Garbage container volume equivalent service fee.
LOCKING BIN Installation Charge	\$50.00 per installation.
Bin SWAP - Cleaning and/or Repainting	\$75.00 per bin, regardless of commodity type or bin size.
Bulky Item Collection	
BULKY ITEM - Each Recyclable/Reusable	\$20.00 Per Item
BULKY ITEM - Each Non-Recyclable/ Non-Reusable	\$25.00 Per Item
BULKY ITEM - Event	\$30.00 Per Event
Roll-off Services	
Covered Box	\$75.00 additional charge per pull
Driver Time	\$110.00 per hour, prorated on a per minute basis
Dryrun and/or Relocation Fee	\$75.00 per occurrence per box
Extra Days	\$25.00 per day

9



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May 5, 2016

Mr. Layne Long
 City Manager
 City of Marina

Sent via E-mail

Subject: Review of GreenWaste Recovery's 2016/17 Rate Request

Reference Number: S5014

Dear Mr. Long:

HF&H Consultants, LLC (HF&H) was retained by the Monterey Regional Waste Management District (District) to assist with a review of GreenWaste Recovery's (GWR) request for an adjustment to customer rates, effective July 1, 2016, submitted to the City of Marina (City) on March 27, 2016. This report presents our findings and recommendations.

EXECUTIVE SUMMARY

Our review of the rate request has determined that the rates have been calculated in accordance with procedures in Exhibit E1 of the Franchise Agreement between the City and GWR commencing May of 2015 (Agreement). This approach results in different percentage rate adjustments for each individual level of service. GWR expressed concern about messaging and customer incentives related to such an adjustment and offered two alternative approaches to adjusting rates that avoid their concerns. Both approaches are based on the rate adjustment methodology prescribed in Exhibit E1, but use a weighted average to determine a single percentage adjustment for all rates or for each sector (i.e. residential, commercial, roll-off). Section 8.2.D of the Franchise Agreement allows the City and GWR to adjust relationship of rates without an Amendment to the Contract, subject to mutual agreement.

HF&H recommends approving either the "All Customer" percentage adjustment or the "Sector Based" percentage adjustments illustrated in the table below. New rates should become effective on July 1, 2016.

	Marina	
	All Customer	Sector Based
Residential	3.0%	1.5%
Commercial Solid Waste		3.6%
Commercial Recycling		
Commercial Food Waste		
Roll Off		2.8%

Mr. Layne Long
May 5, 2015
Page 2 of 4

BACKGROUND

In 2012, the City, participating with other members of the Monterey Regional Waste Management District, issued a competitive request for proposals for collection services and entered into the new Agreement with GWR effective July 1, 2015. The Agreement provides for the following, related to the adjustment of rates:

- No change in initial rates, as proposed, until July 1, 2016.
- Rates are to be adjusted annually throughout the term of the agreement, using various inflationary indices, actual tonnage, and changes in the tipping fees at the Monterey Regional Waste Management District, unless either the City or GWR request a cost-based review (as defined in Exhibit E2 to the franchise agreement).
- The City and GWR may mutually agree upon alternative approaches to structuring rates without amendment to the agreement (Section 8.2.D)

RATE CALCULATION REVIEW

HF&H Scope of Work

HF&H performed this review of the rate request in accordance with Exhibit E1 of the Agreement. These procedures included:

1. A review of GWR's rate request for completeness and compliance with the procedures contained in Exhibit E1 of the Agreement.
2. A review of GWR's rate request for mathematical accuracy and logical consistency to determine that the rate request is mathematically correct, that the rows and columns of numbers add down and across as intended, and that the stated assumptions were, in fact, used. Also, to determine that the rate request is internally consistent and that any summary schedules agree to the supporting schedules and worksheets.
3. Verification of the inclusion of the franchise fee calculation in the adjustment.
4. Verifying contract compliance with regard to:
 - A) The indices used in the adjustment;
 - B) The weighting of those indices;
 - C) The tip fees reported for the disposal/processing components of the rates;
 - D) The use of quarterly-reported tonnage data and allocations among agencies. A detailed audit of tonnage and allocations of tonnage reported by GWR was not a part of this scope of work. HF&H discussed GWR's allocation methodology with them and the methodology appears reasonable and consistent with standard practices within the industry.

Mr. Layne Long
 May 5, 2015
 Page 3 of 4

E) Any changes in governmental fees on the fee component of the rates; and, the accurate application of the resultant percentage changes in the various rate components to the rate schedules approved by each agency through the franchise agreements.

Review of Rate Request

There are three rate components to GWR's rate request: 1) calculation and application of the Operating Component Factor (OCF) as prescribed in the Agreement; 2) the respective disposal and/or processing component of each rate; and, 3) the Agency Franchise Fee.

There are three indices used to determine the OCF: the CPI, the fuel index, and the labor index. The annual percent change in each of the indices used to calculate the OCF are described in the table below.

The GWR rate schedule documents the calculation of the annual percentage change and the weighting factors used for each index and then calculates the final OCF of 3.5% for the City.

	Index %	Weighting %	*Weighted Index
Labor Costs (ECI)	2.0%	26.9%	0.5%
Fuel Costs	26.2%	4.7%	1.2%
Other Costs (CPI)	2.6%	68.4%	1.8%
TOTAL		100%	3.5%

*Numbers may not calculate exactly due to rounding

The disposal and processing component(s) are based on the difference between the City's actual tonnage by material type and what was proposed by GWR in their initial proposal to the City. The disposal and processing components also consider the tipping fee charged by the Monterey Regional Waste Management District, however no tipping fee changes have occurred, nor are any proposed for the upcoming year. The following table describes the changes in the City's tonnage for each material type.

	GWR Proposal	Annualized Actual Year 1 Tonnage	% Change in Tonnage
Solid Waste	8,743.3	9,271	6%
Recycling	1,828.3	2,110	15.4%
Yard Trimmings	1,782.7	885.8	-50.3%
Food Waste	829.3	21.4	-97.4%
C&D	892.2	1,052.8	18%

The final step of the rate adjustment process is to ensure that the fee component of each rate matches the contractual percentage of 15% for fees remitted to the City by GWR.

Mr. Layne Long
 May 5, 2015
 Page 4 of 4

Review of Weighted Average Adjustment

The approach described in Exhibit E1 of the agreement results in different percentage adjustments to each rate category. This modifies the relationship of each rate category to each other rate category, potentially impacting certain rate incentives designed into the initial rate structure. These differences also make messaging about the rate adjustment to customers more nuanced and challenging. GWR proposed, and the City expressed interest in, alternative approaches that would either: create a common percentage rate adjustment for all customers; or, adjust rates by a common percentage for all customers within a given sector (i.e. single-family, multi-family/commercial, and roll-off). GWR's proposed approach achieves the common percentage by calculating a weighted average (weighted on revenue) of the percentage rate adjustments within a sector or across the customer base. The table below illustrates: 1) the range of rate adjustments resulting from the calculations included in Exhibit E1; 2) the sector-based weighted average rate adjustment; and, 3) the weighted average rate adjustment for all customers.

	Marina		
	1 - Contract Exhibit E1 Method	2 - Sector Weighted Average	3 - Weighted Average
Residential	(0.6)-2.8%	1.5%	3.0%
Commercial Solid Waste	3.9-4.2%	3.6%	
Commercial Recycling	1-1.8%		
Commercial Food Waste	(2.7)-(1.7)%		
Roll Off	3.5%	2.8%	

* * * * *

We would like to express our appreciation to GWR staff for their timeliness, assistance, and cooperating in this process. Should you have any questions, please call me at 925/977-6959 or rchilton@hfh-consultants.com.

Very truly yours,
 HF&H CONSULTANTS, LLC

Rob Hilton
 Vice President