



AMENDED

AGENDA

Tuesday, July 19, 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

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.*

a. Labor Negotiations

- i. Marina Professional Firefighters Association
- ii. 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. Real Property Negotiations

- (1) Property: Cypress Knolls Property - APN:031-201-005 and APN:031-201-050
Negotiating Party: Ryan Edwards, Rik Sagin, Glen Yonekura, Phillip Rolla, Patrick Stafford, Kevin Wolf/Cypress Partners
Property Negotiator: City Manager
Terms: All terms and conditions
- (2) Property: Cypress Knolls Property – APN:031-201-005
Negotiating Party: George Powell, Ray Parks, Neil Johnson/Marina Woods LLC
Property Negotiator: City Manager
Terms: All terms and conditions
- (3) Property: Cypress Knolls Property – APN:031-201-005
Negotiating Party: Bob Schaffer, Steve Fraser/Highlander LLC
Property Negotiator: City Manager
Terms: All terms and conditions

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

- 4. **MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE** (Please stand)
- 5. **SPECIAL PRESENTATIONS:**
 - a. **Proclamations**
 - i. **National Night Out**
 - b. **Volunteers In Policing (VIP)**
 - c. **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 79221-79373, totaling \$707,399.61

b. MINUTES:

(1) July 6, 2016, Regular City Council Meeting

c. CLAIMS AGAINST THE CITY: None

d. AWARD OF BID:

(1) City Council consider adoption Resolution No. 2016-, awarding the Del Monte Blvd. and Beach Rd. Improvement Project to Monterey Peninsula Engineering of Marina, California; authorize Finance Director to make necessary accounting and budgetary entries, and; authorize City Manager to execute contract documents and all change orders on behalf of City subject to final review and approval by the City Attorney.

e. CALL FOR BIDS: None

f. ADOPTION OF RESOLUTIONS:

(1) City Council consider adopting Resolution No. 2016-, authorizing the City Manager to sign a letter of support for the Marina Fire Department's Staffing for Adequate Fire and Emergency Response (SAFER) grant application.

(2) City Council consider adopting Resolution No. 2016-, authorizing an assessment of \$1,000.00 costs to be levied against Assessor's Parcel Number 032121018000, not in compliance with "Notice to Abate", and Direct the City Clerk to file levy with Monterey County Assessor's office prior to August 1, 2016; *and* adopting Resolution No. 2016- certifying compliance with state law with respect to levying of special assessments for Fiscal Year 2016-2016.

(3) City Council consider adopting Resolution No. 2016-, confirming levy of the special tax for the City of Marina Community Facilities District No. 2007-2 for Fiscal Year 2016-17 as authorized by Ordinance No. 2007-09, and; adopting Resolution No. 2016-, certifying City of Marina compliance with State law (Proposition 218) with respect to a special tax for the City of Marina Community Facilities District No. 2007-2 as authorized by Ordinance No. 2007-09 for Fiscal Year 2016-17.

(4) City Council consider adopting Resolution No. 2016, confirming levy of the special tax for the City of Marina Community Facilities District No. 2015-1 for Fiscal Year 2016-17 as authorized by Ordinance No. 2015-03, and; adopting Resolution No. 2016-, certifying City of Marina compliance with State law (Proposition 218) with respect to a special tax for the City of Marina Community Facilities District No. 2015-1 as authorized by Ordinance No. 2015-03 for Fiscal Year 2016-17.

g. APPROVAL OF AGREEMENTS:

- (1) City Council consider adopting Resolution No. 2016-, approving Amendment No. 1 of the Animal Sheltering Services Agreement between City of Marina and City of Salinas for City of Salinas to continue providing animal shelter services for the City of Marina for two additional years with no substantive changes except the removal of Paragraph 4, Section E, Subsection (2) “Advanced Payment” of the agreement, and: authorize City Manager to approve future animal sheltering agreements with the City of Salinas over the next six years unless City of Salinas increases their fees above ten percent over previous agreement terms, and; authorize Finance Director to make necessary accounting and budgetary entries, and; authorize City Manager to execute the agreement on behalf of City subject to final review by the City Attorney.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

- (1) City Council consider adopting Resolution No. 2016-, receiving Marina Recreation & Cultural Services Commission 2015 Annual Report and 2016 Goals.
- (2) City Council receiving Investment Reports for the City of Marina and City of Marina as Successor Agency to the Marina Redevelopment Agency for months ended April 30, May 31, and June 30, 2016.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING):

- (1) City Council consider adopting and reading by title only Ordinance No. 2016-, amending chapter 3.26 of the Marina Municipal Code regarding mitigation fees for new development within the City of Marina.

m. APPROVE APPOINTMENTS: None

9. PUBLIC HEARINGS:

10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

11. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

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

- a. City Council/Board Members consider adopting Resolution No. 2016- (NPC), approving the Abrams B Housing Area Budget for FY 2016-17, and; authorizing Finance Director to make appropriate accounting and budgetary entries
- b. City Council/Board Members consider adopting Resolution No. 2016- (PPSC-NPC), approving the Preston Park Sustainable Community Non-Profit Corporation Preston Park Housing Area Budget for FY 2016-17, and; authorizing Finance Director to make appropriate accounting and budgetary entries.
- c. City Council consider adopting Resolution No. 2016-, receiving information regarding Utility Users Tax and Business License Tax for the City of Marina and to provide staff with further direction.

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 AMENDED 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 2:00 p.m., Saturday, July 16, 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

*** Wednesday, August 3, 2016	Tuesday, November 1, 2016
Tuesday, August 16, 2016	Tuesday, November 15, 2016
** Wednesday, September 7, 2016	Tuesday, December 6, 2016
Tuesday, September 20, 2016	Tuesday, December 20, 2016
Tuesday, October 4, 2016	
Tuesday, October 18, 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 Meeting(s)

Tuesday, July 26, 2016 – 6:30 PM

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

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

July 20, 2016
 August 17, 2016

September 21, 2016
 October 19, 2016

November 16, 2016
 December 21, 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.

August 4, 2016

September 1, 2016
 October 6, 2016

November 3, 2016
 December 1, 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.

July 28, 2016
 August 11, 2016
 August 25, 2016

September 8, 2016
 September 22, 2016
 October 13, 2016
 October 27, 2016

November 10, 2016
 November 24, 2016 (Cancelled)
 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.

July 21, 2016
 August 18, 2016

September 15, 2016
 October 20, 2016

November 17, 2016
 December 15, 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.

September 7, 2016

December 7, 2016



Proclamation

National Night Out

Tuesday, August 2, 2016

-000-

WHEREAS, National Night Out, "America's Night Out Against Crime", was introduced by the National Association of Town Watch (NATW) in 1984, as a unique crime/drug prevention event, and;

WHEREAS, NATW is a nationwide, non-profit, crime prevention organization, which works to promote police-community partnerships in an effort to develop and maintain crime and drug prevention programs throughout the country, and;

WHEREAS, National Night Out is a high-impact type of crime prevention event that has been developed in an effort to heighten awareness and strengthen participation within local communities, and;

WHEREAS, National Night Out has proven to be an effective, inexpensive and enjoyable program which strengthens neighborhood spirit and police-community partnerships in our fight for a safer nation, and;

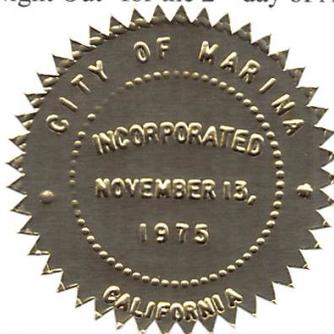
WHEREAS, While the traditional 'lights on' and front porch vigils remain a part of National Night Out, activities have grown considerably over the years to include community block parties, cookouts, parades, visits from police, festivals, neighborhood walks, safety fairs, contests, rallies and meetings, and;

WHEREAS, Last year's National Night Out campaign involved citizens, law enforcement agencies, civic groups, businesses, neighborhood organizations and local officials from over 15,000 communities from all 50 states, and;

WHEREAS, Citizens of Marina are encouraged to learn about crime prevention, community group participation and neighborhood watch.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby Proclaim, "The 2016 Annual National Night Out" for the 2nd day of August 2016.

Dated this 19th day of July 2016



Bruce C. Delgado, Mayor

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AP Check Register 07-08-16

Bank Account: 024 - Accounts Payable ZBA
Batch Date: 07/08/2016

Agenda Item: 8a
City Council Meeting of
July 19, 2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 024 - Accounts Payable ZBA					
Check	07/08/2016	79221 Accounts Payable	Ace Hardware		196.47
	Invoice	Date	Description		Amount
	059195	06/28/2016	Upkeep Items - yYuth		80.31
	059182	06/27/2016	Misc. Upkeep Items - Community Center		116.16
Check	07/08/2016	79222 Accounts Payable	Ace Hardware		40.15
	Invoice	Date	Description		Amount
	059152	06/24/2016	Post Eye Light Control - PUblic Safety		14.11
	059190	06/28/2016	Stems AM STD - Cold & Hot		26.04
Check	07/08/2016	79223 Accounts Payable	Alliant Insurance Services		23,210.00
	Invoice	Date	Description		Amount
	481917	06/28/2016	Physical Damage Program (FY 16/17)		23,210.00
Check	07/08/2016	79224 Accounts Payable	Allstar Fire Equipment Inc.		2,568.88
	Invoice	Date	Description		Amount
	123625	06/24/2016	Fire Shelter, Hose Clamp Pouch, Helmets and Wildland Coat		2,568.88
Check	07/08/2016	79225 Accounts Payable	Altius Medical		127.16
	Invoice	Date	Description		Amount
	6789	06/27/2016	FY15/16 - Pharmaceutical Waste Disposal 6/27/16		127.16
Check	07/08/2016	79226 Accounts Payable	Aramark Uniform Service		189.78
	Invoice	Date	Description		Amount
	757435129	06/20/2016	Uniform Service - Public Works Crew		43.44
	757435126	06/20/2016	Uniform Service - Public Works Crew		44.40
	757435127	06/20/2016	Uniform Service - Public Works Crew		41.95
	757435128	06/20/2016	Uniform Service - Public Works Crew		59.99
Check	07/08/2016	79227 Accounts Payable	Asbel Cruz		500.00
	Invoice	Date	Description		Amount
	06-18-16 CC	06/18/2016	Refund		500.00
Check	07/08/2016	79228 Accounts Payable	AMBAG		4,141.00
	Invoice	Date	Description		Amount

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AP Check Register 07-08-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 07/08/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		3579	07/01/2016	FY 2016-2017 Annual Membership	4,141.00
Check	07/08/2016	79229 Accounts Payable	AT & T		36.99
		Invoice	Date	Description	Amount
		000008215331	06/15/2016	FY15/16 - Phone/South Field Office 6/15/16	36.99
Check	07/08/2016	79230 Accounts Payable	Branch's Janitorial		1,960.00
		Invoice	Date	Description	Amount
		225771	06/24/2016	FY15/16 Janitorial Service/June 2016	1,960.00
Check	07/08/2016	79231 Accounts Payable	CALED		570.00
		Invoice	Date	Description	Amount
		05-25-16	05/25/2016	FY 2016-2017 Membership	570.00
Check	07/08/2016	79232 Accounts Payable	California Park & Recreation Society		480.00
		Invoice	Date	Description	Amount
		05-19-16	05/20/2016	Annual Membership	480.00
Check	07/08/2016	79233 Accounts Payable	California Towing Inc.		50.00
		Invoice	Date	Description	Amount
		169029	06/16/2016	FY15/16 - Tow Service Unit 899 6/16/16	50.00
Check	07/08/2016	79234 Accounts Payable	California-Housing & Community Development		65,402.00
		Invoice	Date	Description	Amount
		06-27-16 (1)	06/27/2016	10-EDEF-7255 Grant Reimbursement 1 of 3	65,402.00
Check	07/08/2016	79235 Accounts Payable	Central Valley Toxicology		172.00
		Invoice	Date	Description	Amount
		251360	05/12/2016	FY15/16 - Drug Screen 16-0962 5/12/16	172.00
Check	07/08/2016	79236 Accounts Payable	Chevron		607.69
		Invoice	Date	Description	Amount
		47728682	06/22/2016	FY15/16 Chevron 6/22/16	607.69
Check	07/08/2016	79237 Accounts Payable	Cintas Corporation		60.53
		Invoice	Date	Description	Amount

AP Check Register 07-08-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 07/08/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		630136607	06/27/2016	FY15/16 Mat Service Police/Fire 6/27/16	60.53
Check	07/08/2016	79238 Accounts Payable	CSC of Salinas		62.98
		Invoice	Date	Description	Amount
		000524125	06/27/2016	Veh - Maint & Repair	62.98
Check	07/08/2016	79239 Accounts Payable	CSG Consultants		52,250.00
		Invoice	Date	Description	Amount
		030334	07/14/2015	MRWPCA's Groundwaters REplenishment Proj DEIR	1,440.00
		7226	05/20/2016	Code Enforcement (03/26/16 - 04/29/16)	2,880.00
		7450	06/17/2016	FORA - Eng Svc (04/30/16 - 05/27/16)	210.00
		7451	06/17/2016	RWQCB - Eng Svc (04/30/16 - 05/27/16)	210.00
		7452	06/17/2016	Permits/Dev (04/30/16 - 05/27/16)	7,832.50
		7453	06/17/2016	Staff Augmentation (04/30/16 - 05/27/16)	4,792.50
		7454	06/17/2016	Eng Svc -TAMC (04/30/16 - 05/27/16)	760.00
		7455	06/17/2016	Permits/Dev (04/30/16 - 05/27/16)	315.00
		7460	06/17/2016	FAE - DU2 - 1C Dunes Phase 2 (04/30/16 - 05/27/16)	955.00
		7456	06/17/2016	FAE- B1 Imjin Office Park (04/30/16 - 05/27/16)	710.00
		7457	06/17/2016	FAE - V1 - VA Clinic (04/30/16 - 05/27/16)	660.00
		7459	06/17/2016	Permits/Dev (04/30/16 - 05/27/16) - Marina Heights	105.00
		7461	06/17/2016	CSG - FAE M6 - Medical Office Bldg (04/30/16 - 05/27/16)	220.00
		7463	06/17/2016	CSG - FAE M5 Spring Hill Marriott (04/30/16 - 05/27/16)	340.00
		7466	06/17/2016	CSG - Locke Paddon (04/30/16 - 05/27/16)	157.50
		7470	06/17/2016	CSG - Imjin Pkwy Widening F462 (#401) (04/30/16 - 05/27/16)	3,097.50
		7472	06/17/2016	Imjin/SR1 Signalization (04/30/16 - 05/27/16)	1,915.00
		7471	06/17/2016	TI29 - Del Mornte/Beach Signalization (04/30/16 - 05/27/16)	1,915.00
		7469	06/17/2016	CIP - Admin Engineering (04/30/16 - 05/27/16)	2,940.00
		7465	06/17/2016	FAE DU5 - Casual Fast Food (04/30/16 - 05/27/16)	7,750.00
		7458	06/17/2016	FAE Eng Svc -DU3 - 1C Phase 3 (04/30/16 - 05/27/16)	7,982.50
		7464	06/17/2016	FAE S1 - 9th St. Improvement (04/30/16 - 05/27/16)	1,430.00
		7614	06/17/2016	Permits/Dev (04/30/16 - 05/27/16)	2,715.00
		7468	06/17/2016	R55 Improv Beach Rd & Reservation (04/30/16 - 05/27/16)	210.00
		7467	06/17/2016	CSG - Phase 1C Dunes CFD (04/30/16 - 05/27/16)	157.50
		7462	06/17/2016	FAE C1- Eng Svc - Cinemark (04/30/16 - 05/27/16)	550.00
Check	07/08/2016	79240 Accounts Payable	Cypress Sporting Goods		185.21

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AP Check Register 07-08-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 07/08/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	624		06/29/2016	Embroidery of Shirts	185.21
Check	07/08/2016	79241 Accounts Payable	East Bay Tire Co.		220.00
	Invoice		Date	Description	Amount
	1263721		06/14/2016	Single Axle Truck Alginment	220.00
Check	07/08/2016	79242 Accounts Payable	Emergency Vehicle Specialists		2,267.88
	Invoice		Date	Description	Amount
	5653		06/20/2016	FY15/16 StealthVHF Antenna/Chief's Car 6/20/16	719.50
	5700		06/30/2016	L3 rear cameras - Prisoners Area	648.38
	5701		06/30/2016	Reverse Cameras Install	900.00
Check	07/08/2016	79243 Accounts Payable	First Alarm		752.25
	Invoice		Date	Description	Amount
	932620		06/15/2016	209 Cypress Ave - Fire Alarm Monitoring	177.00
	935730		06/15/2016	304 Hillcrest Ave - Burglar Alarm Monitoring	244.23
	935731		06/15/2016	Teen Center Fire Alarm Monitoring	331.02
Check	07/08/2016	79244 Accounts Payable	Hardee Investigations		4,180.00
	Invoice		Date	Description	Amount
	06-25-16		06/25/2016	FY15/16 PI 16-01 6/20/16	4,180.00
Check	07/08/2016	79245 Accounts Payable	Hasty Awards		1,011.82
	Invoice		Date	Description	Amount
	06161926		06/30/2016	Misc. Awards & Medals - Sports	1,011.82
Check	07/08/2016	79246 Accounts Payable	HF&H Consultants		2,637.50
	Invoice		Date	Description	Amount
	9714039		06/10/2016	2014 Estalish Rates-Marina Council Support (05/1/6 - 05/31/16)	337.50
	9713901A		03/16/2016	MRWMD - 2015 Model Ord (02/29/16)	1,500.00
	9713972A		04/27/2016	MRWMD - 2015 Model Ord (03/31/16)	800.00
Check	07/08/2016	79247 Accounts Payable	Home Depot Credit Service		124.70
	Invoice		Date	Description	Amount
	06-24-16		06/24/2016	Top Rail	124.70

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AP Check Register 07-08-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 07/08/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/08/2016	79248 Accounts Payable	International City/County Management Association		1,400.00
	Invoice	Date	Description		Amount
	07-05-16	07/05/2016	ICMA Annual Dues - City Manager Long		1,400.00
Check	07/08/2016	79249 Accounts Payable	Irma Vasquez		500.00
	Invoice	Date	Description		Amount
	06-25-16 CC	06/25/2016	Refund		500.00
Check	07/08/2016	79250 Accounts Payable	Iteris		3,313.06
	Invoice	Date	Description		Amount
	66493	06/17/2016	Camera		3,313.06
Check	07/08/2016	79251 Accounts Payable	L-3 Communications		655.05
	Invoice	Date	Description		Amount
	0241526-IN	06/13/2016	Voice Link Plus 2 Transmitter with Belt Clip replacement		218.35
	0241527-IN	06/13/2016	Voice Link Plus 2 Transmitter with Belt Clip replacement		218.35
	0241622-in	06/14/2016	Voice Link Plus 2 Transmitter with Belt Clip replacement		218.35
Check	07/08/2016	79252 Accounts Payable	L.N. Curtis & Sons		8,767.02
	Invoice	Date	Description		Amount
	INV34453	06/23/2016	(6) Cairns Turnout Jackets		8,767.02
Check	07/08/2016	79253 Accounts Payable	Layne Long		1,282.27
	Invoice	Date	Description		Amount
	03-05-16	03/05/2016	Reimbursement - Nikon D5500 Camera for City		1,226.05
	06-02-16	06/02/2016	Reimbursement - CDD Recruitment		56.22
Check	07/08/2016	79254 Accounts Payable	Mack Stove Co.		68.44
	Invoice	Date	Description		Amount
	361066-S	06/24/2016	Motor		68.44
Check	07/08/2016	79255 Accounts Payable	Maria Magno		500.00
	Invoice	Date	Description		Amount
	04-30-16 CC	04/30/2016	Refunds		500.00
Check	07/08/2016	79256 Accounts Payable	Maricela Mandieta		500.00

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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 07/08/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		Invoice	Date	Description	Amount
		06-05-16 CC	06/05/2016	Refunds	500.00
Check	07/08/2016	79257 Accounts Payable	Marina Chamber Of Commerce		125.00
		Invoice	Date	Description	Amount
		1132	06/22/2016	Annual Membership	125.00
Check	07/08/2016	79258 Accounts Payable	Marina Coast Water District		1,572.65
		Invoice	Date	Description	Amount
		000056022 061716	06/17/2016	000056 022 - Ctr Median & Row Del Monte (05/14/16 - 06/17/16)	36.62
		000056017 061716	06/17/2016	000056 017 - 208 A Palm Ave, Fire Station (05/14/16 - 06/17/16)	58.95
		000056020 061716	06/17/2016	000056 020 304 Hillcrest Ave, Teen Center (05/14/16 - 06/17/16)	80.43
		000056021 061716	06/17/2016	000056 021 - Ctr Med Res Rd by Post Office (05/14/16 - 06/17/16)	36.62
		000056018 061716	06/17/2016	000056 018 - 208 Palm Ave, Fire Station (05/14/16 - 06/17/16)	120.43
		000056024 061716	06/17/2016	000056 024 - Ctr Median Del Monte/Palm (05/14/16 - 06/17/16)	81.41
		000056016 061716	06/17/2016	000056 016 - Ctr Med Reserv & Seac (05/14/16 - 06/17/16)	34.00
		000056019 061716	06/17/2016	000056 019 - 213 Hillcrest Ave, Comm Ctr (05/14/16 - 06/17/16)	758.89
		000056001 061716	06/17/2016	000056 001 - 209-13 Cypress (05/14/16 - 06/17/16)	93.81
		000056025 061716	06/17/2016	000056 025 - 327 Reindollar, LA Sports Comp (05/14/16 - 06/17/16)	45.74
		000056007 061716	06/17/2016	000056 007 California Ave Landscape (05/14/16 - 06/17/16)	81.41
		000056027 061716	06/17/2016	000056 027 - Center Median & ROW Calif Ave (05/14/16 - 06/17/16)	41.86
		000056026 061716	06/17/2016	000056 026 - ROW Barrett Lane (05/14/16 - 06/17/16)	21.07
		000056005 061716	06/17/2016	000056 005 - Calif and Patton (05/14/16 - 06/17/16)	81.41
Check	07/08/2016	79259 Accounts Payable	Marina Village Restaurant		134.30
		Invoice	Date	Description	Amount
		25059	07/04/2016	July 4, 2016 Flag Posting	134.30
Check	07/08/2016	79260 Accounts Payable	Maynard Group Inc.		2,729.80
		Invoice	Date	Description	Amount
		QTP27437c/o	06/22/2016	FY15/16 Phone Installation/Teen Center 6/22/16	286.01
		QTP27178c/o	06/22/2016	FY15/16 Headsets & Cables 6/22/16	2,416.93
		QTP27375c/o	06/22/2016	FY15/16 Vtech Cordless Phone 6/22/16	26.86
Check	07/08/2016	79261 Accounts Payable	Monterey Auto Supply		60.40
		Invoice	Date	Description	Amount

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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 07/08/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	427394		06/23/2016	Veh - Maint Parts & Supply	25.06
	427661		06/24/2016	Veh - Maint Parts & Supply	35.34
Check	07/08/2016	79262 Accounts Payable	Monterey Bay Urgent Care		111.00
	Invoice		Date	Description	Amount
	167632		04/11/2016	Monterey Bay Urgent Care	111.00
Check	07/08/2016	79263 Accounts Payable	Monterey County Information Technology		2,148.08
	Invoice		Date	Description	Amount
	06-29-16		06/29/2016	Network Access/Radio Maint - May 2016	1,973.08
	07-05-16		06/29/2016	Shared Services Network Users Group, May 2016	175.00
Check	07/08/2016	79264 Accounts Payable	Monterey County Parks		450.00
	Invoice		Date	Description	Amount
	217		06/24/2016	FY15/16 Range Fees 5/18/16	450.00
Check	07/08/2016	79265 Accounts Payable	Monterey County Petroleum		2,945.00
	Invoice		Date	Description	Amount
	295878		06/21/2016	Diesel Fuel (500 gal)	1,128.64
	295879		06/21/2016	Unleaded Fuel (800 gal)	1,816.36
Check	07/08/2016	79266 Accounts Payable	National Recreation & Park Association		600.00
	Invoice		Date	Description	Amount
	08-31-16		07/05/2016	Annual Membership - FY 2016-2017	600.00
Check	07/08/2016	79267 Accounts Payable	Office Depot		97.96
	Invoice		Date	Description	Amount
	847308777		06/24/2016	Office Supplies for Economic Development	97.96
Check	07/08/2016	79268 Accounts Payable	Office Depot		421.57
	Invoice		Date	Description	Amount
	846560380001		06/21/2016	FY15/16 - Office Chair/Records 6/21/16	421.57
Check	07/08/2016	79269 Accounts Payable	Pinnacle Healthcare		530.00
	Invoice		Date	Description	Amount
	4647291-30		06/02/2016	John Lundrgren visit	265.00
	4647281-30		06/02/2016	Anthony Prado Visit	265.00

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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 07/08/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/08/2016	79270 Accounts Payable	Premier Access Insurance - Dept. 34114		0.01
	Invoice		Date	Description	Amount
		2017-00000010	07/01/2016	Prem Access Adm Fee (MMM YYYY)	0.01
Check	07/08/2016	79271 Accounts Payable	Proforce		5,743.66
	Invoice		Date	Description	Amount
		278344	06/29/2016	Replacement Tasers	5,743.66
Check	07/08/2016	79272 Accounts Payable	Quill Corporation		847.00
	Invoice		Date	Description	Amount
		6857726	06/22/2016	FY15/16 - Print Cart/Records 6/22/16	125.99
		6728261	06/17/2016	FY15/16 - Red Labels/Records 6/17/16	19.11
		6746389	06/17/2016	FY15/16 - Office Supplies 6/17/16	201.74
		6750714	06/17/2016	FY15/16 - Red Label (3)/Records 6/17/16	40.70
		6758258	06/20/2016	FY15-16 - Tower Fan/Records 6/20/16	73.85
		6675478	06/15/2016	FY15/16 - Copy Paper/Records 6/15/16	361.72
		6724030	06/17/2016	FY15/16 - Letter Tray/Records 6/17/16	23.89
Check	07/08/2016	79273 Accounts Payable	Redshift		7.85
	Invoice		Date	Description	Amount
		1737107-8	07/01/2016	DNS Hosting/Domain Redirecting - July 2016	7.85
Check	07/08/2016	79274 Accounts Payable	Rocio Gonzales		75.00
	Invoice		Date	Description	Amount
		05-28-16 VD	05/28/2016	Refunds	75.00
Check	07/08/2016	79275 Accounts Payable	S Tech Consulting		1,600.00
	Invoice		Date	Description	Amount
		INV-2712	06/29/2016	Air Monitor for Asbestos @ City Hall	1,600.00
Check	07/08/2016	79276 Accounts Payable	Safety-Kleen Corp.		65.00
	Invoice		Date	Description	Amount
		70687456	06/23/2016	Used Oil	65.00
Check	07/08/2016	79277 Accounts Payable	Shred-it USA		100.33
	Invoice		Date	Description	Amount

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Batch Date: 07/08/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		9411164156	06/20/2016	FY15/16 - Shredding Service 6/3/16	100.33
Check	07/08/2016	79278 Accounts Payable	St. Francis Electric		3,925.00
		Invoice	Date	Description	Amount
		16102502	04/14/2016	Reservation & De Forest Loop Install	3,925.00
Check	07/08/2016	79279 Accounts Payable	TechRx Technology Services		11,966.05
		Invoice	Date	Description	Amount
		6325	06/30/2016	APC - UPS Batteries	947.21
		6324	06/30/2016	City Server Hardware	4,898.84
		6304	06/30/2016	IT Support Services - June 2016	6,120.00
Check	07/08/2016	79280 Accounts Payable	Tri County Fire Protection		108.00
		Invoice	Date	Description	Amount
		HP40031	06/29/2016	Serviced 9 fire extinguishers	108.00
Check	07/08/2016	79281 Accounts Payable	Trucksis Enterprises		651.78
		Invoice	Date	Description	Amount
		9114	06/23/2016	FY15/16 NNO Banners 6/23/16	651.78
Check	07/08/2016	79282 Accounts Payable	United Parcel Service		21.11
		Invoice	Date	Description	Amount
		00008Y4481256	07/05/2016	Ship fire plans to Art Black	21.11
Check	07/08/2016	79283 Accounts Payable	Usbancorp - Equipment Finace Service		343.54
		Invoice	Date	Description	Amount
		307541466	06/24/2016	Copier Lease Payment - July 2016	343.54
Check	07/08/2016	79284 Accounts Payable	Verizon Wireless		4,279.99
		Invoice	Date	Description	Amount
		9763934878	04/18/2016	FY15/16 Verizon 3/19-4/18/16	3,006.49
		9767224018	06/18/2016	FY15/16 Verizon 5/19-6/18/16	1,273.50
Check	07/08/2016	79285 Accounts Payable	Rabobank Visa Cardmember Service		381.38
		Invoice	Date	Description	Amount
		06-27-16	06/27/2016	Visa Purchase for Doug McCoun	381.38
Check	07/08/2016	79286 Accounts Payable	Rabobank Visa Cardmember Service		984.95

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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 07/08/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	06-27-16		06/27/2016	Visa Purchases for Brad Hinckley	984.95
Check	07/08/2016	79287 Accounts Payable		Rabobank Visa Card Cardmember Service	4,673.15
	Invoice		Date	Description	Amount
	06-27-16		06/27/2016	VISA - June 2016	4,673.15
Check	07/08/2016	79288 Accounts Payable		Rabobank Visa Card Cardmember Service	212.35
	Invoice		Date	Description	Amount
	06-27-16		06/27/2016	FY15/16 Visa/Filice 6/27/16	212.35
Check	07/08/2016	79289 Accounts Payable		Rabobank Visa Card Cardmember Service	8,748.53
	Invoice		Date	Description	Amount
	06-27-16		06/27/2016	Visa Purchases - Fire Department	8,748.53
Check	07/08/2016	79290 Accounts Payable		Rabobank Visa Card Cardmember Service	1,688.72
	Invoice		Date	Description	Amount
	06-27-16		06/27/2016	FY15/16 Visa/Nolan 6/27/16	1,688.72
Check	07/08/2016	79291 Accounts Payable		Rabobank Visa Card Cardmember Service	3,063.49
	Invoice		Date	Description	Amount
	06-27-16		06/27/2016	FY15/16 Visa/Police 6/27/16	3,063.49
Check	07/08/2016	79292 Accounts Payable		Rabobank Visa Card Cardmember Service	5,527.45
	Invoice		Date	Description	Amount
	06-27-16		06/27/2016	Recreation Dept VISA - June 2016	5,527.45
Check	07/08/2016	79293 Accounts Payable		Rabobank Visa Card Cardmember Service	285.69
	Invoice		Date	Description	Amount
	06-27-16		06/27/2016	FY15/16 Visa/Rodriguez 6/27/16	285.69
Check	07/08/2016	79294 Accounts Payable		Wasson's Cleaning	590.52
	Invoice		Date	Description	Amount
	152302		06/16/2016	Clean up debris from two (2) vagrant camps	590.52
Check	07/08/2016	79295 Accounts Payable		Waterless	61.12
	Invoice		Date	Description	Amount

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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 07/08/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	0446004-IN		06/14/2016	Eco Trap Inster	61.12
Check	07/08/2016	79296 Accounts Payable	Zoom Imaging Solutions		328.61
	Invoice		Date	Description	Amount
	1652817		06/24/2016	FY15/16 - Meter Read/Patrol 6/24/16	135.80
	1653501		06/27/2016	FY15/16 Meter Read/Records 6/27/16	192.81
Check	07/08/2016	79297 Accounts Payable	Premier Access Insurance - Dept. 34114		252.00
	Invoice		Date	Description	Amount
	07-01-16		07/01/2016	Prem Access Adm Fee (07/2016)	252.00
Check	07/08/2016	79298 Accounts Payable	Premier Access Insurance		4,594.12
	Invoice		Date	Description	Amount
	07-01-16		07/01/2016	101 - Dental EE+1*	5,448.38
	07-01-16.		07/01/2016	Dental Claim (07-2016)	(854.26)
Check	07/08/2016	79299 Accounts Payable	Standard Insurance Company		1,241.30
	Invoice		Date	Description	Amount
	07-01-16		07/01/2016	92 - Additional/Supplemental Life Ins*	1,241.04
	07-01-16.		07/01/2016	Standard Life Insurance	0.26
Check	07/08/2016	79300 Accounts Payable	Vision Service Plan		1,749.06
	Invoice		Date	Description	Amount
	07-01-16.		07/01/2016	103 - Vision EE*	1,682.64
	07-01-16		07/01/2016	VSP Adjustment (07/2016)	66.42
024 Accounts Payable ZBA Totals:			Transactions: 80		\$257,033.35
	Checks:	80	\$257,033.35		

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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 07/15/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 024 - Accounts Payable ZBA					
Check	07/15/2016	79301 Accounts Payable	Ace Hardware		8.45
	Invoice		Date	Description	Amount
	059197		06/28/2016	Velcro for name tags	5.42
	059168		06/26/2016	FOB Battery	3.03
Check	07/15/2016	79302 Accounts Payable	Ace Hardware		287.03
	Invoice		Date	Description	Amount
	058066		03/21/2016	Fire Dept Supplies	56.01
	056950		12/03/2015	FY15/16 Supplies 12/3/15	14.09
	057142		12/20/2015	FY15/16 Patrol Supplies 12/20/16	5.79
	057728		02/19/2016	FY15/16 Patrol Supplies 2/19/16	56.00
	057729		02/19/2016	FY15/16 Patrol Supplies 2/19/16	14.11
	057997		03/14/2016	FY15/16 Patrol Supplies 3/14/16	10.85
	058148		03/28/2016	FY15/16 Patrol Supplies 3/28/16	79.71
	058286		04/08/2016	FY15/16 Patrol Supplies 4/8/16	29.32
	058637		05/10/2016	FY15/16 Patrol Supplies 5/10/16	7.04
	059236		07/01/2016	Traffic Supplies/Padlock 7/1/16	14.11
Check	07/15/2016	79303 Accounts Payable	Ace Hardware		96.05
	Invoice		Date	Description	Amount
	059203		06/29/2016	Deck Screw	21.70
	059235		07/01/2016	Deck Screw	10.85
	059269		07/06/2016	Door Seal Cinch & Fastners	59.71
	059297		07/07/2016	Bldg Maint & Repair	3.79
Check	07/15/2016	79304 Accounts Payable	American Floors		345.60
	Invoice		Date	Description	Amount
	15049		07/05/2016	Installation of new materials in entry area with reducers	345.60
Check	07/15/2016	79305 Accounts Payable	Andon Laundrymat Service		73.75
	Invoice		Date	Description	Amount
	Invoice 6		07/01/2016	Towels and rag service	73.75
Check	07/15/2016	79306 Accounts Payable	Applied Real Estate Inspections		2,900.00
	Invoice		Date	Description	Amount

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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 07/15/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	06-24-16		06/24/2016	Inspection Fee for Air Samples - Financial Wing City Hall	2,900.00
Check	07/15/2016	79307 Accounts Payable	Aramark Uniform Service		335.60
	Invoice		Date	Description	Amount
	757446773		06/27/2016	Uniform Service - Public Works Crew	44.40
	757446774		06/27/2016	Uniform Service - Public Works Crew	41.95
	757446775		06/27/2016	Uniform Service - Public Works Crew	38.01
	757446776		06/27/2016	Uniform Service - Public Works Crew	43.44
	757458332		07/04/2016	Uniform Service - Public Works Crew	44.40
	757458333		07/04/2016	Uniform Service - Public Works Crew	41.95
	757458334		07/04/2016	Uniform Service - Public Works Crew	38.01
	757458335		07/04/2016	Uniform Service - Public Works Crew	43.44
Check	07/15/2016	79308 Accounts Payable	ARC		102.13
	Invoice		Date	Description	Amount
	1486444		06/30/2016	Smart Color Street Light Map	102.13
Check	07/15/2016	79309 Accounts Payable	AT & T		579.62
	Invoice		Date	Description	Amount
	000008250648		06/27/2016	CALNET3-9391023473 (582-2398)	19.18
	000008250651		06/27/2016	CALNET3-9391023476 (582-9611)	19.18
	000008250650		06/27/2016	CALNET3-9391023475 (582-9032)	19.18
	000008250646		06/27/2016	CALNET3-9391023471 (582-0100)	41.06
	000008250652		06/27/2016	CALNET3-9391023477 (582-9803)	19.18
	000008255207		06/28/2016	CALNET3-9391023437 (384-0425)	17.31
	000008255209		06/28/2016	CALNET3-9391023439 (384-0552)	19.18
	000008255210		06/28/2016	CALNET3-9391023440 (384-0860)	19.19
	000008255211		06/28/2016	CALNET3-9391023441 (384-0888)	54.91
	000008255212		06/28/2016	CALNET3-9391023442 (384-1702)	19.18
	000008255213		06/28/2016	CALNET3-9391023443 (384-2081)	36.49
	000008255214		06/28/2016	CALNET3-9391023444 (384-2083)	36.49
	000008255218		06/28/2016	CALNET3-9391023448 (384-2934)	19.18
	000008255219		06/28/2016	CALNET3-9391023449 (384-2967)	21.25
	000008255222		06/28/2016	CALNET3-9391023452 (384-3717)	12.75
	000008255226		06/28/2016	CALNET3-9391023456 (384-4718)	19.18
	000008255227		06/28/2016	CALNET3-9391023457 (384-5140)	17.30

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		000008255233	06/28/2016	CALNET3-9391023461 (384-7238)	19.18
		000008255234	06/28/2016	CALNET3-9391023462 (384-7547)	21.62
		000008255235	06/28/2016	CALNET3-9391023463 (384-7854)	19.18
		000008255238	06/28/2016	CALNET3-9391023466 (384-8477)	36.49
		000008255239	06/28/2016	CALNET3-9391023467 (384-8760)	17.30
		0000058255240	06/28/2016	CALNET3-9391023468 (384-9148)	19.18
		000008255241	06/28/2016	CALNET3-9391023469 (384-9337)	19.18
		000008255242	06/28/2016	CALNET3--9391023470 (384-9682)	17.30
Check	07/15/2016	79310 Accounts Payable	California Department of Conservation		2,199.41
		Invoice	Date	Description	Amount
		06-30-16	06/30/2016	Stong Motion Instrum & Seismic Haz (04-01/16 - 06/30/16)	2,199.41
Check	07/15/2016	79311 Accounts Payable	California Department of Forestry and Fire Pr.		3,198.72
		Invoice	Date	Description	Amount
		135357	06/20/2016	Maintenance on Perc Ponds	3,198.72
Check	07/15/2016	79312 Accounts Payable	Central Valley Toxicology		141.00
		Invoice	Date	Description	Amount
		252550	06/15/2016	FY15/16 Drug Screen MG1601198/01 6/15/16	63.00
		252148	06/03/2016	FY15/16 Drug Screen MG1601145 6/3/16	78.00
Check	07/15/2016	79313 Accounts Payable	Commercial Truck Company		580.11
		Invoice	Date	Description	Amount
		401319	06/02/2016	Veh - Maint & Repair	580.11
Check	07/15/2016	79314 Accounts Payable	Bruce Delgado		130.35
		Invoice	Date	Description	Amount
		03-12-16	03/12/2016	DTE Granular Azomite 50 LB Bag x 3 - Earth Day Event	130.35
Check	07/15/2016	79315 Accounts Payable	Ferguson Enterprise, Inc. # 1423		1,212.78
		Invoice	Date	Description	Amount
		4828772	06/23/2016	Bldg Maint & Repair	1,212.78
Check	07/15/2016	79316 Accounts Payable	First Alarm		99.00
		Invoice	Date	Description	Amount

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Batch Date: 07/15/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		937379	06/30/2016	Upgrade Burglar Alarm System	99.00
Check	07/15/2016	79317 Accounts Payable	Gavilan Pest Control		250.00
		Invoice	Date	Description	Amount
		0099766	06/27/2016	Pest Control Svc @ Shoemaker & Locke Paddon Pond	75.00
		0099842	06/28/2016	Preston Park Sports Field - Pest Control Svc	175.00
Check	07/15/2016	79318 Accounts Payable	Interstate Battery		243.21
		Invoice	Date	Description	Amount
		120071925	06/29/2016	Battery - CW	243.21
Check	07/15/2016	79319 Accounts Payable	Johnson Electronics		37,428.00
		Invoice	Date	Description	Amount
		4068094	06/21/2016	Fiber Optical Cabling/Data Cabling	37,428.00
Check	07/15/2016	79320 Accounts Payable	Kelly-Moore Paint Co.,Inc		448.50
		Invoice	Date	Description	Amount
		802-00000539404	06/29/2016	Bldg Maint & Repair - Paint and Stncl	106.87
		802-0000540508	07/06/2016	Fast Dry Traffic Yellow Paint	341.63
Check	07/15/2016	79321 Accounts Payable	L-3 Communications		3,659.00
		Invoice	Date	Description	Amount
		0242238-IN	06/28/2016	Mobile Vision Back Office Maintenance Agreement	1,865.00
		0242239-IN	06/28/2016	Mobile Vision In-Car Maintenance Agreement	1,196.00
		0242240-IN	06/28/2016	Mobile Vision Cycle Maintenance Agreement	299.00
		0242241-IN	06/28/2016	Mobile Vision In Car Maintenance Agreement	299.00
Check	07/15/2016	79322 Accounts Payable	Lexis Nexis Risk Solutions		50.00
		Invoice	Date	Description	Amount
		20160630	06/30/2016	FY15/16 Data Retrieval 6/1 thru 6/30/16	50.00
Check	07/15/2016	79323 Accounts Payable	Marina Coast Water District		4,107.18
		Invoice	Date	Description	Amount
		000056045 062416	06/24/2016	000056 045 - 3100 Preston Park Irrig (05/21/16 - 06/24/16)	2,161.52
		000056061 062416	06/24/2016	000056 061 - Seaside and Reservation (05/21/16 - 06/24/16)	68.65
		000056040 062416	06/24/2016	000056 040 - Center Median Hilo Ave (05/21/16 - 06/24/16)	119.21
		000056042 062416	06/24/2016	000056 042 - 3040 Lake Dr, Animal Shelter (05/21/16 - 06/24/16)	99.75

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AP Check Register 07-15-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 07/15/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		000056006 062416	06/24/2016	000056 006 188 Seaside Cir (05/21/16 - 06/24/16)	94.97
		000056028 062416	06/24/2016	000056 028 - ROW Calif Ave and Jerry (05/21/16 - 06/24/16)	57.97
		012016000 062416	06/24/2016	012016 000 - 199 Paddon Pl Locke Paddon (05/21/16 - 06/24/16)	63.99
		000056046 062416	06/24/2016	000056 046 - 3100 Preston Park Bldg (05/21/16 - 06/24/16)	117.33
		014874000 063016	06/30/2016	014874 000 - 289 12th St. Police Sub Sta (06/01/16 - 06/30/16)	113.42
		000056083 063016	06/30/2016	000056 083 - 3240 Imjin Rd Hangar 510 (06/01/16 - 06/30/16)	117.33
		000056044 063016	06/30/2016	000056 044 - 781 Neeson Rd, Admin Office (06/01/16 - 06/30/16)	114.36
		000056049 063016	06/30/2016	000056 049 - Imjin Road University (06/01/16 - 06/30/16)	124.20
		000056051 063016	06/30/2016	000056 051 - 721 Neeson Rd Skydive (06/01/16 - 06/30/16)	165.48
		000057000 063016	06/30/2016	000057 000 - 3220 Imjin Road (06/01/16 - 06/30/16)	117.33
		000056041 063016	06/30/2016	000056 041 - 3260 Imjin Rd, Fire Station 2 (06/01/16 - 06/30/16)	205.94
		000056043 063016	06/30/2016	000056 043 (761 Imjin Rd, Hangar 524 (06/01/16 - 06/30/16)	117.33
		000056036 063016	06/30/2016	000056 036 - Center Median 2nd Ave (06/01/16 - 06/30/16)	124.20
		000056037 063016	06/30/2016	000056 037 - 2nd Avenue Irrigation (06/01/16 - 06/30/16)	124.20
Check	07/15/2016	79324 Accounts Payable	Marina Village Restaurant		55.65
	Invoice		Date	Description	Amount
		69326	05/30/2016	Memorial Day Flag Posting	55.65
Check	07/15/2016	79325 Accounts Payable	John Martin		282.20
	Invoice		Date	Description	Amount
		06-30-16	06/30/2016	FY15/16 Reserve Stipend/Jan - Jun 2016	282.20
Check	07/15/2016	79326 Accounts Payable	MBASIA		305,401.80
	Invoice		Date	Description	Amount
		160701-7	07/10/2016	MBASIA Insurance	305,401.80
Check	07/15/2016	79327 Accounts Payable	Mbay IT		487.00
	Invoice		Date	Description	Amount
		10022	07/06/2016	RMM Server Antivirus and RMM Workstation Antivirus - June 2016	487.00
Check	07/15/2016	79328 Accounts Payable	Thomas Melendy		197.43
	Invoice		Date	Description	Amount
		06-30-16	06/30/2016	FY15/16 Reserve Stipend/Jan - June 2016	197.43
Check	07/15/2016	79329 Accounts Payable	Microsoft		1,768.05
	Invoice		Date	Description	Amount

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AP Check Register 07-15-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 07/15/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		Invoice	Date	Description	Amount
		1 - 72287	06/29/2016	City Wide - Tires	575.53
Check	07/15/2016	79338 Accounts Payable	MP Express		465.37
		Invoice	Date	Description	Amount
		47235	05/03/2016	FY15/16 Notice of Parking Violations 5/3/16	465.37
Check	07/15/2016	79339 Accounts Payable	New World Systems Corp.		32.40
		Invoice	Date	Description	Amount
		050441	06/27/2016	NWS Travel (Doinidis 6-18-16)	32.40
Check	07/15/2016	79340 Accounts Payable	Office Depot		97.96
		Invoice	Date	Description	Amount
		847308777001	06/24/2016	Office Supplies	97.96
Check	07/15/2016	79341 Accounts Payable	Office Depot		74.58
		Invoice	Date	Description	Amount
		1949202813	06/21/2016	Supplies for Fire Dept	74.58
Check	07/15/2016	79342 Accounts Payable	Pacific Gas & Electric		6,591.42
		Invoice	Date	Description	Amount
		313-6-JUN16	06/27/2016	PG&E 6793435313-6	6,591.42
Check	07/15/2016	79343 Accounts Payable	Peninsula Messenger LLC		400.00
		Invoice	Date	Description	Amount
		13060	06/30/2016	Daily Deposit pick-up/June	120.00
		13098	06/30/2016	FY15/16 Courier Service 6/30/16	280.00
Check	07/15/2016	79344 Accounts Payable	Richard B. Standridge		4,800.00
		Invoice	Date	Description	Amount
		16-14 I	07/11/2016	Services 06-27/06-30-16	2,400.00
		16-14 II	07/11/2016	Services 07-05/07-08-16	2,400.00
Check	07/15/2016	79345 Accounts Payable	Safety-Kleen Corp.		65.00
		Invoice	Date	Description	Amount
		70690502	06/27/2016	Haul Used Oil	65.00
Check	07/15/2016	79346 Accounts Payable	Sanbar Solar & Electric		159.80

LIVE Marina, CA *LIVE*

AP Check Register 07-15-16

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	2016-4418		06/23/2016	Refund for Solar Permit BP2016-390	159.80
Check	07/15/2016	79347 Accounts Payable	Serological Research Institute		4,900.00
	Invoice		Date	Description	Amount
	20838		06/01/2016	FY15/16 Evidence Processing MG79-2640/MG79-2760	4,900.00
Check	07/15/2016	79348 Accounts Payable	Shred-it USA		100.33
	Invoice		Date	Description	Amount
	9411304425		06/29/2016	FY15/16 Shredding Service 6/24/16	100.33
Check	07/15/2016	79349 Accounts Payable	SpeakWrite		293.53
	Invoice		Date	Description	Amount
	56e9ab4b		07/01/2016	FY15/16 Transcription Service June 2016	293.53
Check	07/15/2016	79350 Accounts Payable	Symbol Arts		140.00
	Invoice		Date	Description	Amount
	0260647-IN		06/24/2016	Badge refinish	140.00
Check	07/15/2016	79351 Accounts Payable	Taygeta Scientific, Inc.		2,500.00
	Invoice		Date	Description	Amount
	193		06/30/2016	Network Audit	2,500.00
Check	07/15/2016	79352 Accounts Payable	Tyler Technologies, Inc.		5,600.00
	Invoice		Date	Description	Amount
	030-1218		06/21/2016	Support & Update -Unlimited Site License	600.00
	050276		06/09/2016	Tyler Technologies (Unlimited Licensel)	5,000.00
Check	07/15/2016	79353 Accounts Payable	United Parcel Service		21.11
	Invoice		Date	Description	Amount
	00008Y4481276		07/02/2016	Shipping fire plans to Art Black	21.11
Check	07/15/2016	79354 Accounts Payable	United Site Services		206.52
	Invoice		Date	Description	Amount
	114-4156732		06/21/2016	Toilet Rentals - Various Locations	206.52
Check	07/15/2016	79355 Accounts Payable	Universal Staffing		445.50

LIVE Marina, CA *LIVE*

AP Check Register 07-15-16

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
		101446	07/05/2016	Carney 07-02-16	445.50
Check	07/15/2016	79356 Accounts Payable	Valley Saw & Garden Equipment		321.92
	Invoice		Date	Description	Amount
		103678	06/27/2016	Chain Saw	321.92
Check	07/15/2016	79357 Accounts Payable	Vapor Cleaners, Inc.		105.50
	Invoice		Date	Description	Amount
		283173	06/15/2016	Drycleaning for R. Lopez	38.00
		283175	06/15/2016	Drycleaning for R. Lopez	8.00
		283179	06/15/2016	Drycleaning for R. Lopez	45.00
		284882	06/23/2016	Drycleaning for R. Lopez	14.50
Check	07/15/2016	79358 Accounts Payable	Verizon Wireless		663.28
	Invoice		Date	Description	Amount
		9767679125	06/25/2016	Mobile services May 26-June 25, 2016	358.20
		9767284747	06/18/2016	CDD Cell Phones	305.08
Check	07/15/2016	79359 Accounts Payable	Rabobank Visa Card Cardmember Service		86.85
	Invoice		Date	Description	Amount
		06-27-16	06/27/2016	Visa Charges	86.85
Check	07/15/2016	79360 Accounts Payable	WCS Distributing, Inc.		178.82
	Invoice		Date	Description	Amount
		414254	03/23/2016	8mm Male Bump - Weed Eater	178.82
Check	07/15/2016	79361 Accounts Payable	Western Pacific Signal		488.19
	Invoice		Date	Description	Amount
		22269	06/24/2016	Traffic Signals - CW	488.19
Check	07/15/2016	79362 Accounts Payable	Wheeler's Flooring		1,990.01
	Invoice		Date	Description	Amount
		CG610826	06/27/2016	18 Rubber Stair Treads - Public Safety Bldg	1,990.01
Check	07/15/2016	79363 Accounts Payable	AFLAC - Attn.:Remittance Process		2,626.68
	Invoice		Date	Description	Amount

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AP Check Register 07-15-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 07/15/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	07-01-16		71 - AFLAC Cancer Post-Tax*		2,626.68
Check	07/15/2016	79364 Accounts Payable	Discovery Benefits, Inc.		184.04
	Invoice	Date	Description		Amount
	07-01-16		94 - Medical Care FSA		121.54
	06-30-2016		Admin Fee (06/2016)		62.50
Check	07/15/2016	79365 Accounts Payable	Franchise Tax Board - State of CA		100.00
	Invoice	Date	Description		Amount
	07-01-16		551 - Garnishment (FTB) \$		100.00
Check	07/15/2016	79366 Accounts Payable	ICMA Retirement Trust		16,697.38
	Invoice	Date	Description		Amount
	07-01-16		12 - ICMA 457 %*		7,147.38
	07-15-16		13 - ICMA 457 \$		9,550.00
Check	07/15/2016	79367 Accounts Payable	Marina Employees Association		135.00
	Invoice	Date	Description		Amount
	07-01-16		24 - MEA Dues		135.00
Check	07/15/2016	79368 Accounts Payable	Marina Police Association-MPOA		260.00
	Invoice	Date	Description		Amount
	07-01-16		23 - MPOA Dues		260.00
Check	07/15/2016	79369 Accounts Payable	Marina Professional Fire Fighters Association		200.00
	Invoice	Date	Description		Amount
	07-01-16		35 - MPFFA Dues		200.00
Check	07/15/2016	79370 Accounts Payable	Marina Public Safety Management Association		100.00
	Invoice	Date	Description		Amount
	07-01-16		19 - MPSMA Dues		100.00
Check	07/15/2016	79371 Accounts Payable	Nationwide Retirement		1,838.75
	Invoice	Date	Description		Amount
	07-01-16		10 - Nationwide 457 %*		1,688.75

AP Check Register 07-15-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 07/15/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	07-15-16		07/15/2016	11 - Nationwide 457 \$	150.00
Check	07/15/2016	79372 Accounts Payable	Police Officers Association - POA		1,404.00
	Invoice		Date	Description	Amount
	07-01-16		07/01/2016	25 - POA Dues	1,404.00
Check	07/15/2016	79373 Accounts Payable	Pre-Paid Legal Services		26.90
	Invoice		Date	Description	Amount
	07-01-16		07/01/2016	14 - Prepaid Legal \$	26.90
024 Accounts Payable ZBA Totals:				Transactions: 73	\$450,366.26
	Checks:	73		\$450,366.26	



DRAFT

Agenda Item **8b(1)**
City Council Meeting of
July 19, 2016

MINUTES

Wednesday, July 6, 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

TELECONFERENCE LOCATION:¹

Holiday Inn Express
1030 West Pioneer Blvd., Rm 402
Mesquite, NV

¹ Note: Pursuant to Government Code Section 54953(b), this meeting will include teleconference participation by Mayor Pro-Tem Frank O'Connell from the address above. This Notice and Agenda will be posted at the teleconference location

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: None

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

4. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
5. SPECIAL PRESENTATIONS:
 - a. Certificate of Recognition
 - i. The Marina Shetland Baseball Regional Tournament Champions
 - b. Proclamations
 - i. Parks & Recreation Month

ii. Volunteers in Policingc. 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.*

- Karyn Wolfe – Shared some research on “What is Urban Sprawl as it applies to Marina”? Marina’s Vision Statement; simple definition, complete definition – Suburban Subdivisions, Shopping Centers, Office/Business Parks, City Buildings/Schools/Churches/Civic Buildings; Roadways.
- Mike Owen – restated his comments from the April 19th meeting related to the proposed UUT and the city’s need for it. What is the justification for the additional \$1 million in taxes that the city is proposing to ask the tax payers to pass in November? How close did the city get to the Mayor’s projects?
- Kevin P. Saunders – Announced his intent to run in the November 2016 election on a medicinal marijuana platform; lifting 2007 ordinance banning medical marijuana. Place it on an agenda for a vote.
- Council Member Amadeo – Attended the League of California Cities Mayor’s & Council Forum in Monterey. Attended the Economic Development and the Finance Workshops. This was a very informational conference.
- Council Member Morton – on July 8th is the Fort Ord Reuse Authority meeting at the Carpenters Union Hall. Meeting is open to the public and starts at 2:00 pm.
- Mayor Delgado – July 9th is Movie Night at the Marina Library starting at 7:00 pm. Movie is The Fifth Element; Attended the League of California Cities Mayor’s & Council Forum in Monterey – Finance Workshop. Attended the Mayor’s Association meeting last Friday, which was hosted by Del Rey Oaks where we toured the Medical Marijuana Dispensary.

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: 79097-79220, totaling \$268,641.15
Wire transfers totaling from Checking & Payroll: \$372,561.80
- b. MINUTES:
- (1) June 14, 2016, Special City Council Meeting
(2) June 21, 2016, Regular City Council Meeting
- c. CLAIMS AGAINST THE CITY: None
- d. AWARD OF BID:
- (1) City Council consider adopting **Resolution No. 2016-100**, awarding the contract to Monterey Environmental Solutions and Services, of Monterey California, for the removal of asbestos pipe insulation, and; authorizing the City Manager to execute all contract documents on behalf of the City, subject to final review and approval by the City Attorney.
- e. CALL FOR BIDS: None
- f. ADOPTION OF RESOLUTIONS:
- (1) City Council consider adopting **Resolution No 2016-101**, to amend Resolution 2016-81; changing the due dates for primary and rebuttal arguments for and against a ballot measure which, if approved by a majority of the electors of the City at the November 8, 2016 General Municipal Election, would amend the City Charter to allow for a four-year mayoral term commencing with the 2018 General Municipal Election; and for the City Attorney's impartial analysis of the measure.
- g. APPROVAL OF AGREEMENTS:
- (1) City Council consider adopting **Resolution No. 2016-102**, approving work plan and budget for Access Monterey Peninsula (AMP) for public, education and government (PEG) broadcasting services for FY 2016-17, and; authorizing the Finance Director to make the necessary budgetary and accounting entries and appropriate payments to Access Monterey Peninsula.
- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
- i. MAPS: None
- j. REPORTS: (RECEIVE AND FILE):
- (1) Monterey Regional Waste Management District, June 17, 2016 Highlights
- k. FUNDING & BUDGET MATTERS: None

- l. APPROVE ORDINANCES (WAIVE SECOND READING): None
- m. APPROVE APPOINTMENTS: None

Mike Owen 8f(1) wanted to know what dates changed and why

Council Member Morton, 8d(1) asked if the funding source stated in staff report “Envelope Stabilization of the Sports Complex and Community Center budget, GL Account 462.000.000.000.00-6700.105-Capital Outlay-Construction Project # CCIP. P25.6700CN” could be placed into the resolution as #2 under the Now, Therefore it Be Resolved section.

MORTON/DELGADO: TO APPROVE THE CONSENT AGENDA WITH ADDED LANGUAGE TO 8d(1) RESOLUTION. 5-0-0-0 Motion Passes by Roll Call Vote

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.

Mayor Delgado opened public hearing for comments:

- Mike Owen – Purpose of impact fees is to offset the damage to roads etc.... so if this is done correctly there’s a neutral impact on the developments relative to infrastructure, fire, police, etc.... to the City. Is this the correct understanding? Will there be a negative impact on the city’s budget as far as roads, fire, and police?
- Karyn Wolfe – questioned if there was double impact fees on land that is under FORA and in our city limits? It basically makes it more expensive to develop on FORA land. In particular FORA fees are by unit and not by size of unit or cost of unit. Developers are incentivized to go bigger, more expensive homes because the impact fee is smaller. What is the thinking in terms of our fee structure to mitigate that kind of an arrangement where people are motivated to build bigger for smaller impact fees? Why is the impact fees higher (doubled) for a Daycare facility than it is for a medical office?

Mayor Delgado closed public hearing

AMADEO/DELGADO: TO INTRODUCE ORDINANCE NO. 2016-, AMENDING 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 by Roll Call Vote

- b. City Council open a public hearing and take any testimony from the public; consider adopting **Resolution No. 2016-103**, authorizing an assessment not to exceed \$1,000.00 costs to be levied against Assessor’s Parcel Number 032051003000 not in compliance with “Notice to Abate”, and; direct the City Clerk to file levy with Monterey County Assessor’s office prior to August 1, 2016.

Mayor Delgado opened public hearing for comments:

- Mike Owen – What constitutes the abatement of weeds? How is a property determined to be abated?

Mayor Delgado closed public hearing

MORTON/AMADEO: TO ADOPT RESOLUTION NO. 2016-103, AUTHORIZING AN ASSESSMENT NOT TO EXCEED \$1,000.00 COSTS TO BE LEVIED AGAINST ASSESSOR'S PARCEL NUMBER 032051003000 NOT IN COMPLIANCE WITH "NOTICE TO ABATE", AND; DIRECT THE CITY CLERK TO FILE LEVY WITH MONTEREY COUNTY ASSESSOR'S OFFICE PRIOR TO AUGUST 1, 2016. 5-0-0-0 Motion Passes by Roll call Vote

- 10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*
- 11. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

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

- a. City Council provide direction to staff on: Whether to consider revisions to the Resident Selection Policies in the Below Market Rate Housing; and whether to explore accepting an in lieu fee in lieu of certain moderate income housing units at Marina Heights.

Below Market Rate Housing Motion

MORTON/DELGADO: TO DIRECT STAFF TO INVESTIGATE THE LEGALITY AND FEASIBILITY OF REVISING OUR PREFERENCE POLICY MAY IT BE LIMITED TO:

- 1. EMPLOYEES OF THE CITY OF MARINA MEETING THE FINANCIAL CRITERIA AND CHARACTERIZED AS FULLTIME EMPLOYEE OR IN THE ALTERNATIVE 25 HOURS OR MORE PER WEEK IN THE EMPLOY OF THE CITY OF MARINA; AND
- 2. INCLUDE MARINA EMPLOYEES WITHIN OUR PUBLIC SAFETY DEPARTMENT, AGAIN CHARACTERIZED AS FULLTIME OR IN THE ALTERNATIVE 25 HOURS OR MORE PER WEEK IN THE EMPLOY OF THE CITY OF MARINA; AND
- 3. EMPLOYEES OF EDUCATIONAL, PUBLIC OR PRIVATE FACILITIES INCLUDING COLLEGES AND UNIVERSITIES LOCATED WITHIN THE CITY BOUNDARY OF MARINA, AND BE FULLTIME OR IN THE ALTERNATIVE 25 HOURS OR MORE PER WEEK; AND
- 4. RESIDENTS EMPLOYED IN THE CITY OF MARINA BY A BUSINESS LICENSED TO DO BUSINESS IN THE CITY OF MARINA AND LOCATED IN THE CITY OF MARINA.

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

Public Comments:

- Karyn Wolfe – policy being discussed only applies to 35% of applicants and pointed out that is super small; 3 month requirement opens it up to anybody because all one has to do is rent an apartment for three months and then apply, this restriction is pointless. Housing Element public

policies expansions and integration; Have business been brought in knowing there's this 35% of applicants eligibility for this program? Can partial in-lieu fees be used to cover admin costs?

- Kathy Biala – Need to adhere to the Housing Element for both past and future. Hopes city has some standard for the in-lieu fee and not go project by project; glad this item will be coming back for further discussion.
- Denise Turley – Does the inclusionary police apply to volunteers in Marina, people who volunteer their time to the city over the many years?

In-lieu Fee Motion

MORTON/BROWN: THAT WE REJECT ANY FURTHER NEGOTIATION OR DISCUSSION ABOUT IN-LIEU FEES AND HAVE MARINA HEIGHTS FULFILL ITS CONTRACT OBLIGATION OF BUILDING 51 MODERATE INCOME UNITS. 5-0-0-0

Motion Passes by Roll Call Vote

Public Comments:

- Mike Owen – Supports the motion. Seems to be a lot of administrative difficulties for keeping the affordable housing and even more administrative involvement if city went in-lieu. Policies set in 2003-2004 a lot of study and work that went into setting this policy.
- Kathy Biala – Supports the motion. Glad city is not being swayed by all the reasons why we could keep kicking the can down the road. We have an obligation for the volume of affordable housing and developers have a hard time with meeting that obligation.
- Karyn Wolfe – Asked for more clarification on deed restrictions of 55 years. . Pointed out that even if we don't do the in-lieu fees we're going to have to come up with some money to support the administration of these programs. Supports building low-income housing in the Marina Heights area. RDA in compliance with other city documents.
- Denise Turley – Supports the motion. For those who qualify for home ownership provides certain benefits such as passing the home on to family members.

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

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

Mayor's Association meeting in Del Rey Oaks and indicated that if anyone wanted to tour their ERAP vehicle they can do so. Del Rey Oaks turned their driving range into garden retail facility. They are also bypassing the EIR process for a mobile-home/RV park. Taking control of portions of Hwy 218. County passed their \$1.4 billion budget; a lot of mayors are against the fracking ban; TAMC Tax campaign contributions.

- 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.

Mayor Delgado – Marina Heights, what month is the estimated construction to begin on single family homes? Is there any clarification on when the Marriot Hotel incentive deadline is? Will it be open for business by July 31, 2016? When is the projected opening of the retail/restaurant cluster by REI?

Council Member Amadeo – Marina received a lot of notice at the LCC conference. The final class I took they were talking about partnering and I mentioned our Recreation Department and how they partner with community retailers to provide assistance with the Teen Center Breakfast Club and they

were quite impressed with the fact that volunteers run our program year long. The director of Food Program for the State of California stated that there are other programs that the city could probably qualify for at the state and federal levels.

City Manager Long – We will be making a job offer for our Community Development Director to someone this week and have them on board mid-August. The Public Works Director Position candidates have been narrowed down to 2 persons, need to complete background checks. The executive assistant position recruitment has not been advertised again, we are focusing on hiring the two director positions filled and focusing on filling maintenance worker positions. The recruitment for the Assistant City Manager position will take place once the other positions have been filled, a job description and salary schedule needs to be created.

13. ADJOURNMENT: The meeting adjourned at 9:55 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
July 19, 2016

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2016-, APPROVING AWARDING THE DEL MONTE BLVD. AND BEACH RD. IMPROVEMENT PROJECT TO MONTEREY PENINSULA ENGINEERING OF MARINA, CALIFORNIA, AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS AND ALL CHANGE ORDERS ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

RECOMMENDATION:

It is recommended that the City Council:

1. Adopting Resolution No. 2016-, awarding the Del Monte Blvd. and Beach Rd. Improvement Project to Monterey Peninsula Engineering of Marina, California;
2. Authorize Finance Director to make necessary accounting and budgetary entries, and;
3. Authorize City Manager to execute contract documents and all change orders on behalf of City subject to final review and approval by the City Attorney.

BACKGROUND:

On July 16, 2015, City staff conducted a public meeting to discuss the proposed improvements including the proposed roundabout at the intersection of Del Monte Boulevard and Beach Road, identify project area constraints, and invite public comments for consideration of the design engineers in developing the preliminary design for City Council review.

At the regular meeting of August 18, 2015, the City Council of the City of Marina adopted Resolution No. 2015-101, approving the construction of a Roundabout in lieu of a traffic signal for the Del Monte Boulevard and Beach Road Intersection Improvement Project.

At the regular meeting of September 15, 2015, the City Council of the City of Marina adopted Resolution No. 2015-109, receiving report of issuance of an Administrative Coastal Development Permit (CD 2015-01) for the Del Monte Boulevard and Beach Road Intersection Improvement Project, in accordance with Marina Zoning Code Section 17.41.200 (G)(14).

At the regular meeting of May 3, 2016, the City Council adopted Resolution 2016-56, approving advertising and call for bids for the Del Monte Blvd. and Beach Rd. Improvement Project.

ANALYSIS:

On June 28, 2016, sealed bids were received, opened and publicly read for the Del Monte Blvd. and Beach Rd. Improvement Project.

Four (4) bids were received as follows:

- Monterey Peninsula Engineering \$1,952,845.50 (Lowest Bid)
- Anderson Pacific Engineering \$2,302,151.00
- Granite Rock Company \$2,479,099.00
- Teichert Construction \$2,648,966.00

The lowest bidder was Monterey Peninsula Engineering with a bid in the amount of \$1,952,845.50. This bid was reviewed and found to be responsive, and staff has not identified issues concerning Monterey Peninsula Engineering’s responsibility to perform the work of the contract.

The cost estimate for City staff construction inspection, material testing, biological surveying, construction design support, administration and project closeout is \$263,000. Therefore, the project costs with staff support amount to \$2,215,845.50.

FISCAL IMPACT:

Should the City Council approve this request, adequate funding is available in the Capital Improvement Program project account TI29 Roundabout, Del Monte & Beach Rd.

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

Nourdin Khayata, P.E.
Acting City Engineer
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 AWARDING THE DEL MONTE BLVD. AND BEACH RD. IMPROVEMENT PROJECT TO MONTEREY PENINSULA ENGINEERING OF MARINA, CALIFORNIA, AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS AND ALL CHANGE ORDERS ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, on July 16, 2015, City staff conducted a public meeting to discuss the proposed improvements including the proposed roundabout at the intersection of Del Monte Boulevard and Beach Road, identify project area constraints, and invite public comments for consideration of the design engineers in developing the preliminary design for City Council review, and;

WHEREAS, at the regular meeting of August 18, 2015, the City Council of the City of Marina adopted Resolution No. 2015-101, approving the construction of a Roundabout in lieu of a traffic signal for the Del Monte Boulevard and Beach Road Intersection Improvement Project, and;

WHEREAS, at the regular meeting of September 15, 2015, the City Council of the City of Marina adopted Resolution No. 2015-109, receiving report of issuance of an Administrative Coastal Development Permit (CD 2015-01) for the Del Monte Boulevard and Beach Road Intersection Improvement Project, in accordance with Marina Zoning Code Section 17.41.200 (G)(14), and;

WHEREAS, at the regular meeting of May 3, 2016, the City Council adopted Resolution 2016-56, approving advertising and call for bids for the Del Monte Blvd. and Beach Rd. Improvement Project, and;

WHEREAS, the lowest bidder was Monterey Peninsula Engineering with a bid in the amount of \$1,952,845.50. This bid was reviewed and found to be responsive, and staff has not identified issues concerning Monterey Peninsula Engineering's responsibility to perform the work of the contract, and;

WHEREAS, the cost estimate for City staff construction inspection, material testing, biological surveying, construction design support, administration and project closeout is \$263,000. Therefore, the project costs with staff support amount to \$2,215,845.50, and;

WHEREAS, should the City Council approve this request, adequate funding is available in the Capital Improvement Program project account TI29 Roundabout, Del Monte & Beach Rd.

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

1. Awarding the Del Monte Blvd. and Beach Rd. Improvement Project to Monterey Peninsula Engineering of Marina, California;
2. Authorize Finance Director to make necessary accounting and budgetary entries, and;
3. Authorize City Manager to execute contract documents and all change orders on behalf of City subject to final review and approval by the City Attorney.

Resolution No. 2016-
Page Two

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 19th day of July 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

DEL MONTE BLVD. & BEACH RD. IMPROVEMENT PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ 2016, by and between The City of Marina, a municipal corporation of the State of California, hereinafter called "City of Marina" or "City" and Monterey Peninsula Engineering, "Contractor,"

WITNESSETH:

DEL MONTE BLVD & BEACH RD. IMPROVEMENT PROJECT

FIRST: Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant and transportation, and all other things required or necessary to be furnished, provided or done, and build, erect, construct and complete the work at the time and in the manner provided, and in strict accordance with the plans and specifications therefore, for **PROJECT** adopted by the Council of the City of Marina on May 3, 2016.

SECOND: It is expressly understood and agreed that this contract consists of the following documents, all of which are incorporated into this agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

- a. Accepted Proposal;
- b. Proposal Guaranty Bond;
- c. Contract Agreement;
- d. Performance Bond;
- e. Bond for Labor and Material;
- f. Proposal Supplement Including an Experience Statement and List of Proposed Subcontractors;
- g. These Project Specifications;
- h. The California State Standard Specifications and Standard Details 2010; and
- i. Insurance.

THIRD: That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement and as set forth in the Proposal adopted by the City of Marina, a true copy thereof hereto attached, also, for all loss or damage arising out of the nature of said work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Marina and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this Agreement, and the requirements of the Engineer under them, to wit: The prices as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein.

One Million Nine Hundred Fifty Two Thousand Eight Hundred Forty Five Dollars and Fifty Cents

(\$ 1,952,845.50)

EXHIBIT A

The undersigned Contractor further agrees to so plan the work and to prosecute it with such diligence that said work, and all of it, shall be completed on or before the expiration of the time specified in the Special Provisions after execution of the contract on behalf of the City of Marina and the receipt from the City of Marina of a notice to proceed with the work.

FOURTH: The City of Marina hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Specifications; and the said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

FIFTH: No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause the annulment of this contract, so far as the City of Marina is concerned. All rights of action, however, for any breach of this contract are reserved to City.

SIXTH: Contractor shall keep harmless and indemnify the City of Marina, its officers and employees and agents, from all loss, damage, cost or expense that arises or is set up for infringement of patent rights of anyone for use by the City of Marina, its officers, employees or agents, of articles supplied by the Contractor under this contract, of which he is not entitled to use or sell. Contractor agrees to, at his own cost and expense, defend in court the City, its officers, agents and employees, in any action which may be commenced or maintained against them or any of them, on account of any claimed infringement of patent rights, arising out of this agreement.

SEVENTH: The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within one year after acceptance of final payment by Contractor and to indemnify said City of Marina against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said one year,

then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one year after the actual discovery thereof.

EIGHTH: The Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the City of Marina full coverage workmen's compensation and public liability insurance in the form and to the extent called for in Section 7-1.06 of the Standard Specifications, State of California, 2010 Edition. Such insurance policy shall contain an endorsement that the same shall not be canceled nor the amount of coverage be reduced until at least 30 days after receipt by the City of Marina by certified or registered mail of a written notice of such cancellation or reduction in coverage.

NINTH: Contractor agrees to comply with all applicable federal, state and municipal

laws and regulations, including but not limited to California Labor Code Division 2, Part 7, Chapter 1 regarding Public Works and Public Agencies.

TENTH:

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

ELEVENTH:

COMPLIANCE WITH PROVISIONS OF LAW.

- a) The City is subject to laws relating to public agencies which are part of this contract as though fully set forth herein.
- b) Contractor shall comply with City of Marina Municipal Code Chapter 13.02 Local Hiring for Public Works.
- c) Contractor shall comply with laws relating to the work.

EXHIBIT A

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year
and date first above written.

CONTRACTOR

CITY OF MARINA

By: _____

By: _____

Layne P. Long, City Manager

Print Name: _____

Date: _____

Address: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Robert Wellington, City Attorney

Date: _____

ATTESTED:

Anita Shepherd-Sharp, Acting Deputy City Clerk

Date: _____

Resolution No. 2016-56

July 8, 2016

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 19, 2016

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-,
AUTHORIZING THE CITY MANAGER TO SIGN A LETTER OF SUPPORT FOR
THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE
(SAFER) GRANT REQUEST FOR EIGHT (8) FULL TIME FIREFIGHTERS**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2016-, authorizing the City Manager to sign a letter of support for the Marina Fire Department's Staffing for Adequate Fire and Emergency Response (SAFER) grant application.

BACKGROUND:

As reported, the Marina Fire Department has applied for a SAFER Grant through the Federal Emergency Management Agency (FEMA) U.S. Fire Administration Assistance to Firefighters Grant Program which provides funding to hire firefighters.

ANALYSIS:

The key grant program conditions are as follows:

- There are no annual salary limits
- There is no prescribed cost share or grant match
- Grantees that are hiring firefighters do not have to commit to retaining SAFER-funded firefighters beyond the two-year performance period. However, no firefighter layoffs are permitted of either SAFER-funded or non-SAFER firefighters during the grant's period of performance.

SAFER funding will pay 100 percent of the salary and benefit costs for newly hired firefighters (exclusive of overtime). The Fire Department has requested that eight (8) firefighter positions be funded at an estimated amount of \$2,239,672 for the two-year performance period. There is no obligation to commit to retaining SAFER-funded firefighters beyond the two-year performance period.

To facilitate the additional firefighters, 3 Engineers will need to be promoted to Captain to staff a second engine company. Promoting 3 Engineers to Captain will cost approximately \$46,500 per year. Both the new hires and Captain promotions would be contingent on the SAFER performance period. If the City does not retain the SAFER personnel, the SAFER personnel will be released and the 3 promoted Captains will return to the Engineer position.

FISCAL IMPACT:

If awarded the Safer Grant, the City will receive \$2,239,672.00 for a 2-year performance period to fund 8 fire fighter positions. The staffing of a second engine will necessitate promoting 3 Engineers to Captain. The additional cost is estimated at \$46,500.00 a year.

If we are successful in our application, we will come back to Council for approval of the needed budget modifications. Should the City Council approve this request and the grant is awarded, anticipated notification will occur in late FY 2016-2017.

CONCLUSION:

Should the Fire Department receive the grant award, the Fire Department will return to the City Council for consideration of approval to receive the grant, request the necessary appropriations, make any necessary budgetary adjustments and request authorization to begin the recruitment process.

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

Respectfully submitted,

Doug McCoun
Fire Chief
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO SIGN A LETTER OF SUPPORT FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT REQUEST FOR EIGHT (8) FULL TIME FIREFIGHTERS

WHEREAS, the Federal Emergency Management Agency and the United States Fire Administration provides Assistance to Firefighters Grant Program to fire departments on an annual basis, and;

WHEREAS, the purpose of the Staffing for Adequate Fire and Emergency Response (SAFER) program is to provide grants to fire service agencies to provide financial assistance for firefighter staffing, and;

WHEREAS, the goal of the grant program is to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies, assuring communities have adequate protection from fire and fire related hazards, and;

WHEREAS, in addition, assist departments in an effort to meet the minimum staffing as defined in National Fire Protection Agency (NFPA) 1710 and 1720, as well as OSHA Respiratory standard 29 CFR 1910.134(g)(4)(ii), and;

WHEREAS, SAFER funding will pay 100 percent of the salary and benefit costs for newly hired firefighters (exclusive of overtime), and;

WHEREAS, the fire department will request that eight (8) firefighter positions be funded at an estimated amount of \$2,239,672.00, and;

WHEREAS, the requested funding will pay for the eight (8) firefighters for two (2) years, and;

WHEREAS, there is no obligation to commit to retaining SAFER-funded firefighters beyond the period of performance which is two years. However, no firefighter layoffs are permitted – either SAFER-funded or non-SAFER firefighters during the grant's period of performance, and;

WHEREAS, if awarded this grant it will insure at all times the fire department will be able to respond with sufficient personnel meeting OSHA standard 1910.134, and;

WHEREAS, there will be additional costs that are not funded by the grant. These indirect costs are associated with the staffing to facilitate the promotions of three Captains at an estimated cost of \$15,500.00 each, and;

WHEREAS, should the City Council approve this request and the grant is awarded, anticipated notification will occur in FY 2016-17. Should the Fire Department receive the grant award, the Fire Department will return to the City Council for consideration of approval to receive the grant, request the necessary appropriations, make any necessary budgetary adjustments and request authorization to begin the recruitment process.

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

1. Authorize the City Manager to sign a letter of support for the 2015 Staffing for Adequate Fire and Emergency Response (SAFER) grant application for eight full time firefighters.

Resolution No. 2016-
Page Two

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Marina duly held on the 19th day of July, 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



Marina Fire Department

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



July 19, 2016

U.S. Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA)
Grant Programs Directorate (GPD)

RE: 2015 Staffing for Adequate Fire and Emergency Response (SAFER)

The City of Marina is submitting an application for eight firefighters through the Staffing for Adequate Fire and Emergency Response (SAFER) grant. The City of Marina understands that the SAFER grant requires grantees to maintain their staffing level and incur no lay-offs during the period of performance of the grant.

The City of Marina has a clear understanding of the long-term obligations of the SAFER grant and that, if awarded, the City of Marina is committed to fulfilling those requirements upon acceptance of the award.

This letter will provide assurance that the City Council of the City of Marina is aware of the requirements and is in support of the Marina City Fire Department and their efforts to secure the grant.

Respectfully,

Layne Long
City Manager
City of Marina

July 13, 2016

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 19, 2016

**THE CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016- .
AUTHORIZING AN ASSESSMENT OF \$1,000.00 TO BE LEVIED
AGAINST ASSESSORS PARCEL NUMBER (APN) 032-121-018-000, NOT
IN COMPLIANCE WITH “NOTICE TO ABATE” AND DIRECT THE
CITY CLERK FILING OF THE LEVY WITH MONTEREY COUNTY
ASSESSOR’S OFFICE PRIOR TO AUGUST 1, 2016; AND CITY COUNCIL
CONSIDER ADOPTING 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.**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2016-, authorizing an assessment of \$1,000.00 costs to be levied against Assessor’s Parcel Number 032121018000, not in compliance with “Notice to Abate”, and Direct the City Clerk to file levy with Monterey County Assessor’s office prior to August 1, 2016;
2. Consider adopting Resolution No. 2016- certifying compliance with state law with respect to levying of special assessments for Fiscal Year 2016-2016.

BACKGROUND:

At the regular meeting of May 3, 2016, the City Council adopted Resolution No. 2016-60, declaring weeds growing or accumulation of rubbish or refuse, upon specified parcels on private property to be public nuisances, and approving a “Notice to Abate” such nuisances.

During the period of May 5 through May 13, 2016, the Fire Department re-inspected the properties on the non-compliance list.

A second notice was mailed by the Fire Department via first class regular mail to twenty-one (21) property owners still out of compliance on May 16, 2016.

The Fire Department conducted the third inspection during the week of May 25, 2016 and mailed three (3) certified registered letters to the affected property owners on June 1, 2016. As of June 26, 2016, one (1) registered letter was signed for noting receipt of notification and two (2) were not returned.

The Fire Department conducted the fourth inspection during the week of June 20, 2016, to confirm that all private parcels have cleared weeds growing or accumulation of rubbish or refuse.

At a Public Hearing held during the regularly scheduled July 6th City Council Meeting, a resolution was approved authorizing up to \$1,000.00 to abate the weeds at APN# 032121018000, 355 Reservation Road.

On July 7th, Marina City Public Works completed the work to abate the property. The cost to the City of Marina to complete this work was a \$1,000.00.

ANALYSIS:

The City is required to adopt a resolution with the exact amount to be levied against the property. The first resolution has the exact amount to be levied. The work was performed by Public works at a cost of \$1,000.00.

The City is required to submit a resolution for adoption confirming any abatement costs to be forwarded to the Monterey County Assessors Office before August 1, 2016, to levy cost to property owner.

FISCAL IMPACT:

The cost to the City Public Works Department was a \$1,000.00 to clear the lot of weeds and debris. This cost will be assessed against the parcel and recovered by the City through the 2016-17 property tax collection.

CONCLUSION:

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

Respectfully submitted,

Doug McCoun
Fire Chief
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING AN ASSESSMENT OF \$1,000.00 TO BE LEVIED AGAINST ASSESSORS PARCEL NUMBER (APN) 032121018000, NOT IN COMPLIANCE WITH "NOTICE TO ABATE" AND DIRECT THE CITY CLERK FILING OF LEVY WITH MONTEREY COUNTY ASSESSOR'S OFFICE PRIOR TO AUGUST 1, 2016.

WHEREAS, at the regular meeting of May 3, 2016, the City Council approved Resolution No. 2016-60 declaring weeds growing or accumulation of rubbish or refuse, upon specified parcels on private property to be public nuisances, and approving a "Notice to Abate Same", and;

WHEREAS, during the period of May 5-13, 2016, the City's Fire Department re-inspected the properties on the non-compliance list, and;

WHEREAS, a second notice was mailed by the Fire Department via first class regular mail to twenty-one (21) property owners still out of compliance on June 1, 2016, and;

WHEREAS, the City's Fire Department conducted the third inspection during the week of May 25, 2016, and mailed certified registered letters to the three (3) affected property owners on June 1, 2016, as of June 26, 2016, one registered letter was signed noting receipt of notification, two were not returned, and;

WHEREAS, the City Council held a public hearing on June 21, 2016, to allow the affected property owners the opportunity to voice their objections to abate the weeds and be given due consideration by the City Council, and;

WHEREAS, the Fire Department conducted the fourth (4th) inspection during the week of June 13, 2016 to confirm that all private parcels have cleared weeds growing or accumulation of rubbish or refuse, and;

WHEREAS, after the fourth (4th) and final inspection during the week of June 13, 2016 one (1) privately-owned parcel still needed to comply with the abatement requirements and;

WHEREAS, pursuant to California Government Code sections 39560-39588 et seq; a Public Hearing Notice to authorize the assessment of fees, charges and legal cost incurred to abate was posted and mailed certified, to the property owner of APN# 032121018000 on Friday, June 24, 2016 and brought to the City Council at the regularly scheduled meeting of Wednesday July 6, 2016, at 6:30 P.M., and;

WHEREAS, the City is required to submit a resolution certifying assessment of abatement costs and forwarded to the Monterey County Assessors Office before August 1, 2016, to levy against the property.

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

1. Authorize assessment of abatement costs of \$1,000.00 to be levied against Assessor's Parcel Number (APN) 032121018000 not in compliance with "Notice to Abate", and;
2. Direct the filing of such levy with Monterey County Assessor's office prior to August 1, 2016.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of July 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

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 tax 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 special taxes 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 special tax 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 19th day of July, 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:

Weed abatement costs:

PARCEL NUMBER (APN) 032121018000

\$1,000

July 12, 2016

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 19, 2016

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2016-, CONFIRMING LEVY OF THE SPECIAL TAX FOR THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2007-2 FOR FISCAL YEAR 2016-17 AS AUTHORIZED BY ORDINANCE NO. 2007-09; AND RESOLUTION NO. 2016-, CERTIFYING CITY OF MARINA COMPLIANCE WITH STATE LAW (PROPOSITION 218) WITH RESPECT TO A SPECIAL TAX FOR THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2007-2 AS AUTHORIZED BY ORDINANCE NO. 2007-09 FOR FISCAL YEAR 2016-17

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2016-, confirming levy of the special tax for the City of Marina Community Facilities District No. 2007-2 for Fiscal Year 2016-17 as authorized by Ordinance No. 2007-09, and;
2. Resolution No. 2016-, certifying City of Marina compliance with State law (Proposition 218) with respect to a special tax for the City of Marina Community Facilities District No. 2007-2 as authorized by Ordinance No. 2007-09 for Fiscal Year 2016-17

BACKGROUND:

Pursuant to a special election held on July 17, 2007, on August 7, 2007, the City Council unanimously passed Ordinance No. 2007-09, forming the City of Marina Community Facilities District No. 2007-2 (commonly referred to as Locke-Paddon CFD). Ordinance 2007-09 also authorized an annual special tax levy for the purpose of landscape and park maintenance. The special tax was first levied for fiscal year 2008-09, in the amount of \$898.58 for each of the fifteen (15) assessed properties. Each subsequent year, Ordinance 2007-09 requires the special tax to be increased by two percent (2.00%) from the previous approved Maximum Special Tax.

For fiscal years 2013/14, 2014/15 and 2015/16, the special tax was temporarily reduced to zero. The City Council Resolutions affirmed that for future calculations, the full, authorized, maximum rate would continue to increase per Ordinance 2007-09. Accordingly, the special tax for each fiscal year since inception has been as follows (NOTE: Monterey County requires that rates be divisible by 2 for placement on the rolls, so calculations are rounded each year):

Fiscal Year	Max. Per Parcel Tax	Actual Levy	Total Special (to be) Collected
FY 08/09	\$898.58	\$ 898.58	\$ 13,478.70
FY 09/10	\$916.56	\$ 916.56	\$ 13,748.40
FY 10/11	\$934.90	\$ 934.90	\$ 14,023.50
FY 11/12	\$953.60	\$ 953.60	\$ 14,304.00
FY 12/13	\$972.68	\$ 972.68	\$ 14,590.20
FY 13/14	\$992.14	\$ -	\$ -
FY 14/15	\$1,011.98	\$ -	\$ -
FY 15/16	\$1,032.22	\$ -	\$ -
FY 16/17	\$1,052.86	\$ 420.00	\$ 6,300.00

ANALYSIS:

Each year's special tax is collected by the Monterey County Tax Collector, and then distributed to the City. When received by the City, special taxes are credited in the accounting system to Fund 251 - CFD No. 2007-2 Locke Paddon. Likewise, as expenditures and costs are incurred on behalf of the District, invoices are coded by City Staff, paid through the Accounts Payable system, and posted to Fund 251 expenditure accounts. At June 30, 2016, the unexpended fund balance in Fund 251 (cumulative tax revenue in excess of expenditures since inception) is projected to be approximately \$3,529. Expected landscaping, utilities and administrative expenditures for this coming fiscal year (2016-2017) will be \$7,410.00 (“**Exhibit B**”).

Section 2 of Ordinance 2007-09 requires the CFD Administrator (the City Manager) “...to determine each year, without further action of this Council, the Special Tax...and...without further action of this Council, to provide all necessary and appropriate information to the Monterey County Auditor...necessary to effect the correct and timely billing and collection of the Special Tax... .” Upon evaluation of the anticipated expenditures of the District for the upcoming Fiscal Year 16/17, it is the opinion of the CFD Administrator to assess a special tax of \$420 per parcel to maintain an adequate fund balance for any potential unforeseen extraordinary maintenance projects.

However, Monterey County will not impose or collect the special tax on the District's behalf unless the City submits, in a form provided by the County, a certification of compliance with State Law (Proposition 218) that includes a hold harmless and indemnification provision for administrative expenses of the County associated with collection of the City's taxes, assessments, fees or charges, other than the Constitutionally authorized 1% ad valorem tax.

Attached is a resolution which, if adopted by the Council will satisfy the County's certification, hold-harmless and indemnification requirements with respect to the City of Marina Community Facilities District No. 2007-2 Special Tax for the 2016-17 fiscal year.

FISCAL IMPACT:

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

Fund 251 Community Facilities District No. 2007-2 \$ 6,300.00

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

Nourdin Khayata, P.E.
Acting City Engineer
City of Marina

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 TAXES ON BEHALF OF CITY OF MARINA COMMUNITY
FACILITIES DISTRICT NO. 2007-2 FOR FISCAL YEAR 2016-2017

WHEREAS, the City of Marina “Public Agency” requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “A” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for fiscal year 2016-17

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Public Agency 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, assessments, or property-related fees or charges 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 law of the State of California.
2. The Public Agency further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the Cd or electronic file identified as Exhibit “A”, the Public Agency 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, assessments, or property –related fees or charges identified in Exhibit “A” and that it 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 and 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 19th day of July 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

EXHIBIT "A"

**TO
RESOLUTION OF THE CITY OF MARINA, COUNTY
OF MONTEREY, CALIFORNIA, CERTIFYING COMPLIANCE WITH STATE LAW
WITH RESPECT TO THE LEVYING OF SPECIAL TAXES FOR
FISCAL YEAR 2016-2017**

PER-PARCEL SPECIAL TAX:

DIAGRAM & LOT NO.	ASSESSOR'S PARCEL NUMBER	SPECIAL TAX ASSESSMENT
1	033-135-001-000	\$ 420.00
2	033-135-002-000	\$ 420.00
3	033-135-003-000	\$ 420.00
4	033-135-004-000	\$ 420.00
5	033-135-005-000	\$ 420.00
6	033-135-006-000	\$ 420.00
7	033-135-007-000	\$ 420.00
8	033-135-008-000	\$ 420.00
9	033-135-009-000	\$ 420.00
10	033-135-010-000	\$ 420.00
11	033-135-011-000	\$ 420.00
12	033-135-012-000	\$ 420.00
13	033-135-013-000	\$ 420.00
14	033-135-014-000	\$ 420.00
15	033-135-015-000	\$ 420.00

(Was not included with staff report)

**EXHIBIT B
LOCKE-PADDON COMMUNITY FACILITIES DISTRICT**

Summary	Estimates FY 2015-2016	Estimates FY 2016-2017	Estimates FY 2017-2018
Beginning Cash Balance, July 1st	\$ 10,367	\$ 3,529	\$ 2,419
(a) Total Special Tax Revenue (15 Parcels)	\$ -	\$ 6,300	\$ 6,300
Expenditures			
Contractor Services			
Landscape Maintenance Contract	\$ 2,460	\$ 2,460	\$ 2,460
Utilities	\$ 1,450	\$ 1,450	\$ 1,450
Large Tree Trimming	\$ -	\$ -	\$ -
Extraordinary Maintenance	\$ 428	\$ -	\$ -
Plant Replacement	\$ -	\$ -	\$ -
Administrative Services			
Supervision	\$ 1,500	\$ 1,500	\$ 1,500
Administration (Incl. Engineers Report)	\$ 1,000	\$ 2,000	\$ 1,000
Total Expenditures	\$ 6,838	\$ 7,410	\$ 6,410
(b) Net Change in Fund Balance	\$ (6,838)	\$ (1,110)	\$ (110)
(c) Ending Fund Balance, June 30th	\$ 3,529	\$ 2,419	\$ 2,309

^(a) Maximum Assessment per Rate of Apportionment is \$1,052.83 per parcel for FY 16/17. Actual Per Parcel Assessment for FY 16/17 is \$420.

^(b) Net Change in Fund Balance equals the Total Expenditures subtracted from Total Special Tax Revenue for that Fiscal Year.

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

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY OF MARINA CONFIRMING LEVY OF A SPECIAL TAX FOR THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2007-2 AS AUTHORIZED BY ORDINANCE NO. 2007-09 FOR FISCAL YEAR 2016-17

WHEREAS, Ordinance 2007-09 authorized the levy of a special tax for the benefit of The City of Marina Community Facilities District 2007-2 starting in Fiscal Year 2008-09, and increasing each year by two percent (2%); and

WHEREAS the special tax has been levied each fiscal year as authorized, but was temporarily reduced to zero for Fiscal Years 2013/14, 2014/15 and 2015/16; and

WHEREAS the Administrator has calculated the maximum Fiscal Year 2016/17 special tax to be \$1,052.86, and;

WHEREAS, the CFD administrator having further considered the special tax requirements in accordance with Exhibit A to Ordinance 2007-09, by which Community Facilities District 2007-2 was established and continues, has determined that a special tax for fiscal year 2016-17 be assessed at \$420 per parcel.

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

1. The City does hereby confirm the diagram and assessment as described in the Engineer's Report on file with the City Clerk.
2. The City does hereby order the levy and collection of said assessment, \$420.00 for FY 2016-17 assessment for the Locke Paddon Community Facilities District No. 2007-2.
3. It is the intention of the City of Marina that any monetary advance made by it during any fiscal year to cover a deficit in the improvement fund of Community Facilities District No. 2007-2 shall be repaid from the next annual assessments levied and collected within Community Facilities District No. 2007-2.
4. The City Clerk is hereby authorized and directed to file a certified copy of said diagram and assessment with the Monterey County Auditor prior to August 1, 2016.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of July 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce Delgado, Mayor

Anita Sharp, Deputy City Clerk

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 19, 2016

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2016-, CONFIRMING LEVY OF THE SPECIAL TAX FOR THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2015-1 FOR FISCAL YEAR 2016-17 AS AUTHORIZED BY ORDINANCE NO. 2015-03; AND RESOLUTION NO. 2016-, CERTIFYING CITY OF MARINA COMPLIANCE WITH STATE LAW (PROPOSITION 218) WITH RESPECT TO A SPECIAL TAX FOR THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2015-1 AS AUTHORIZED BY ORDINANCE NO. 2015-03 FOR FISCAL YEAR 2016-17

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2016-, confirming levy of the special tax for the City of Marina Community Facilities District No. 2015-1 for Fiscal Year 2016-17 as authorized by Ordinance No. 2015-03, and;
2. Resolution No. 2016-, certifying City of Marina compliance with State law (Proposition 218) with respect to a special tax for the City of Marina Community Facilities District No. 2015-1 as authorized by Ordinance No. 2015-03 for Fiscal Year 2016-17

BACKGROUND:

Pursuant to a special election held on June 2, 2015, on June 16, 2015, the City Council unanimously passed Ordinance No. 2015-03, forming the City of Marina Community Facilities District No. 2015-1 (commonly referred to as The Dunes CFD). Ordinance 2015-03 also authorized an annual special tax levy for the purpose administration and services of District maintenance. The special tax was first levied for fiscal year 2015-16, in the amount of \$437.22 for each of the assessed residential units and \$5,187 per acre of undeveloped property. Each subsequent year, Ordinance 2015-03 requires the special tax to be increased by the Construction Cost Index as published in the Engineering News Record (ENR) from the previous approved Maximum Special Tax. For Fiscal Year 16/17, the Construction Cost Index increased by approximately 3.5%.

Accordingly, the special tax for each fiscal year since inception has been as follows (NOTE: Monterey County requires that rates be divisible by 2 for placement on the rolls, so calculations are rounded each year):

Fiscal Year	Tax Per Parcel	Tax Per Acre	Total Special (to be) Collected
FY 15/16	\$437.22	\$5,187.00	\$54,228.30
FY 16/17	\$452.66	\$5,369.89	\$101,269

ANALYSIS:

Each year's special tax is collected by the Monterey County Tax Collector, and then distributed to the City. When received by the City, special taxes are credited in the accounting system to Fund 252 - CFD Dunes No. 2015-1. Likewise, as expenditures and costs are incurred on behalf of the District, invoices are coded by City Staff, paid through the Accounts Payable system, and posted to Fund 252 expenditure accounts. At June 30, 2016, the fund balance in Fund 252 (cumulative tax revenue in excess of expenditures since inception) is projected to be approximately \$54,082.38. Expected maintenance, utilities and administrative expenditures for this coming fiscal year (2016-2017) will be approximately \$98,000.

Ordinance 2015-03 authorizes the finance director "...to determine the specific special tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD (including any parcel or parcels in the future annexation area that annex into the CFD), in the manner and as provided in the resolution of formation."

However, Monterey County will not impose or collect the special tax on the District's behalf unless the City submits, in a form provided by the County, a certification of compliance with State Law (Proposition 218) that includes a hold harmless and indemnification provision for administrative expenses of the County associated with collection of the City's taxes, assessments, fees or charges, other than the Constitutionally authorized 1% ad valorem tax.

Attached is a resolution which, if adopted by the Council will satisfy the County's certification, hold-harmless and indemnification requirements with respect to the City of Marina Community Facilities District No. 2015-1 Special Tax for the 2016-17 fiscal year.

FISCAL IMPACT:

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

Fund 252 Community Facilities District No. 2015-1 \$ 101,269

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

Nourdin Khayata, P.E.
Acting City Engineer
City of Marina

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 TAXES ON BEHALF OF CITY OF MARINA COMMUNITY
FACILITIES DISTRICT NO. 2015-1 FOR FISCAL YEAR 2016-2017

WHEREAS, the City of Marina “Public Agency” requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “A” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for fiscal year 2016-17

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Public Agency 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, assessments, or property-related fees or charges identified in Exhibit “A”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statues, or in the applicable law of the State of California.
2. The Public Agency further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the Cd or electronic file identified as Exhibit “A”, the Public Agency 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, assessments, or property –related fees or charges identified in Exhibit “A” and that it 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 and 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 19th day of July 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 TAX

FISCAL YEAR 2016-17

SPECIAL TAXES:

City of Marina CFD No. 2015-1 (The Dunes)

- Developed Property (Per-Parcel Rate) \$452.66
- Undeveloped Property (Per-Acre Rate) \$5,369.89

Special Tax Levy Summary		
Developed Property	144 Parcels	\$65,183
Undeveloped Property	6.72 Acres	\$36,086
Total		\$101,269

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY OF MARINA CONFIRMING LEVY OF A SPECIAL TAX FOR THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2015-1 AS AUTHORIZED BY ORDINANCE NO. 2015-03 FOR FISCAL YEAR 2016-17

WHEREAS, Ordinance 2015-03 authorized the levy of a special tax for the benefit of The City of Marina Community Facilities District 2015-1 starting in Fiscal Year 2015-16, and increasing by the Construction Cost Index as published in the Engineering News Record (ENR) from the previous approved Maximum Special Tax. For Fiscal Year 16/17, the Construction Cost Index increased by 3.5%, and;

WHEREAS the Administrator has calculated the maximum Fiscal Year 2016/17 special tax to be \$452.66 per parcel and \$5,369.89 per Acre of undeveloped property, and;

WHEREAS, the CFD administrator having further considered the special tax requirements in accordance with Exhibit A to Ordinance 2015-03, by which Community Facilities District 2015-1 was established and continues, has determined that a special tax for fiscal year 2016-17 be assessed at \$452.66 per parcel and \$5,369.89 per Acre of undeveloped property.

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

1. The City does hereby confirm the diagram and assessment as described in the Engineer's Report on file with the City Clerk.
2. The City does hereby order the levy and collection of said assessment, \$452.66 per parcel and \$5,369.89 per Acre of undeveloped property for FY 2016-17 assessment for The Dunes CFD No. 2015-1.
3. It is the intention of the City of Marina that any monetary advance made by it during any fiscal year to cover a deficit in the improvement fund of Community Facilities District No. 2015-1 shall be repaid from the next annual assessments levied and collected within Community Facilities District No. 2015-1
4. The City Clerk is hereby authorized and directed to file a certified copy of said diagram and assessment with the Monterey County Auditor prior to August 1, 2016.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of July 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 19, 2016

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-, APPROVING AMENDMENT NO. 1 OF THE ANIMAL SHELTERING SERVICES AGREEMENT BETWEEN CITY OF MARINA AND CITY OF SALINAS FOR CITY OF SALINAS TO CONTINUE PROVIDING ANIMAL SHELTERING SERVICES FOR THE CITY OF MARINA FOR TWO ADDITIONAL YEARS WITH NO SUBSTANTIVE CHANGES EXCEPT THE REMOVAL OF PARAGRAPH 4, SECTION E, SUBSECTION (2) “ADVANCED PAYMENT” OF THE AGREEMENT, AUTHORIZE THE CITY MANAGER TO APPROVE FUTURE ANIMAL SHELTERING AGREEMENTS WITH THE CITY OF SALINAS OVER THE NEXT SIX YEARS UNLESS CITY OF SALINAS INCREASES THEIR FEES ABOVE TEN PERCENT OVER PREVIOUS AGREEMENT TERMS, AUTHORIZE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2016-, approving Amendment No. 1 of the Animal Sheltering Services Agreement between City of Marina and City of Salinas for City of Salinas to continue providing animal shelter services for the City of Marina for two additional years with no substantive changes except the removal of Paragraph 4, Section E, Subsection (2) “Advanced Payment” of the agreement, and;
2. Authorize City Manager to approve future animal sheltering agreements with the City of Salinas over the next six years unless City of Salinas increases their fees above ten percent over previous agreement terms, and;
3. Authorize Finance Director to make necessary accounting and budgetary entries, and;
4. Authorize City Manager to execute the agreement on behalf of City subject to final review by the City Attorney.

BACKGROUND:

The City of Salinas has provided contracted animal sheltering services for the City of Marina since April 2011 (Resolution No. 2011-60). The agreement was renewed on October 14, 2014 (Resolution No, 2014-115) and will expire on June 30, 2016.

The working relationship established with the City of Salinas has been very positive and the level of service excellent. It is the Police Department’s desire to continue this relationship.

The continued use of a third party to provide animal sheltering for the City of Marina is critical. The City does not possess sufficient animal sheltering facilities, lacks the personnel to properly manage a full service sheltering facility, and the cost required to bring the City to a level to provide full animal sheltering services is monetarily prohibitive.

Approval of Amendment No. 1 (“**EXHIBIT A**”) will extend the animal sheltering agreement for two (2) years with an expiration date of June 30, 2018.

ANALYSIS:

The City of Salinas Animal Shelter possesses a state of the art animal sheltering facility with medical, adoption and general care services. Their service reputation is outstanding and service to the City of Marina has been excellent. The Police Department has found the staff professional, accommodating and ever ready to assist when needed.

The current agreement was established on October 15, 2014 (“**EXHIBIT B**”) with City of Salinas and will provide the same services as agreed to in in that agreement. These services include providing full veterinary services, animal adoption services, and return to owner services. A full scope of services is located in Section 4 of the proposed agreement.

For clarification purposes, the agreement is for animal sheltering services only. The Police Department will continue to provide animal control field services that encompass pick-up of animals, disposal of deceased animals, enforcement activities, providing emergency veterinary services, educational programs and investigation of animal complaints.

Costs will remain the same and can be found in Section 4 “Compensation and Invoicing” of the agreement.

The only change to the agreement is the removal of Paragraph 4, Section E, Subsection (2) “Advance Payment”. The subsection states:

To ensure that SALINAS have to advanced funds in order to carry out this agreement, MARINA will make an advance payment equal to one quarter of the regular monthly amount of this agreement upon start date of this agreement. Quarterly billing will continue each quarter after that. Upon termination of the agreement, the advanced payment can be used against any outstanding balances. The advance payment amount due at the start of this agreement would be \$9300 (\$3100 per month x 12 months=\$37,400 annual fee. $\$37,400/4$ quarter = \$9300 per quarter).

Entering into an agreement for animal sheltering services is vital to providing proper care of animals taken into custody by the Police Department. At present, the City does not possess the physical facilities or personnel to provide the care and services for Marina animals.

The City of Salinas Animal Shelter meets animal sheltering requirements as set forth by law and by the Police Department and they can absorb the animals the City takes in every year. The Salinas facility is close to the City, which is advantageous in regards to animal transport time performed by the community services officers and its proximity is convenient for Marina residents.

Research showed that continuing the agreement with City of Salinas would continue to be more cost effective than contracting with the only other two entities that provide animal sheltering services, County of Monterey and the Monterey County Society for the Prevention of Cruelty to animal (SPCA).

Based on City of Salinas’ Animal Shelter’s performance during the life of the previous agreements, it is the recommendation of the Police Department that the City approve the proposed amendment extending the agreement for two years and authorize the City Manager to extend the agreement over the next six years unless City of Salinas increases their fees above ten percent over the previous agreement term.

FISCAL IMPACT:

Should Council approve this request, no additional fees or charges will be levied as a result of adoption of Amendment 1. All fees and charges as set forth in the agreement were approved by City Council in October of 2014 (Resolution No, 2014-115) and will remain in effect except for the “Advance Payment” clause in Paragraph 4, Section E, Subsection (2) of the October 2014 agreement (“**EXHIBIT B**”), which has been removed as its intent has been fulfilled.

The Police Department FY 2015 – 2016 through FY 2017-2018 Animal Services & Vehicle Abatement Budget is not projected to increase in regards to the animal sheltering services agreement with the City of Salinas.

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 AMENDMENT NO. 1 OF THE ANIMAL SHELTERING SERVICES AGREEMENT BETWEEN CITY OF MARINA AND CITY OF SALINAS FOR CITY OF SALINAS TO CONTINUE PROVIDING ANIMAL SHELTERING SERVICES FOR THE CITY OF MARINA FOR TWO ADDITIONAL YEARS WITH NO SUBSTANTIVE CHANGES EXCEPT THE REMOVAL OF PARAGRAPH 4, SECTION (2) "ADVANCED PAYMENT" OF THE AGREEMENT, AUTHORIZE THE CITY MANAGER TO APPROVE FUTURE ANIMAL SHELTERING AGREEMENTS WITH THE CITY OF SALINAS OVER THE NEXT SIX YEARS UNLESS CITY OF SALINAS INCREASES THEIR FEES ABOVE TEN PERCENT OVER PREVIOUS AGREEMENT TERMS, AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY

WHEREAS, City of Marina requires the services of a third party animal sheltering provider to provide care for animals obtained through the Police Department's animal control services activities, and;

WHEREAS: City is committed to providing safe and humane sheltering of animals and such care is best found through a third party vendor, and;

WHEREAS, City of Salinas possesses the needed animal sheltering services, facilities, staff and infrastructure required to provide safe and humane housing for animals, and;

WHEREAS, City of Marina has had an animal sheltering agreement with City of Salinas since April 2011 and said relationship has been highly successful, and;

WHEREAS, City of Salinas' current agreement with City of Marina expires June 30, 2016, and;

WHEREAS, City Council approves Amendment No.1 ("**EXHIBIT A**") extending the animal sheltering agreement with City of Salinas until June 30, 2018 (an additional two years), approves the removal of Paragraph 4, Section E, Subsection (2) "Advance Payment" from the current October 15, 2014 agreement ("**EXHIBIT B**") and authorize City Manager to approve future animal sheltering agreements with the City of Salinas over the next six years unless City of Salinas increases their fees above ten percent over previous agreement terms.

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

1. Approve Amendment No. 1 ("**EXHIBIT A**"), authorizing a two year extension of the current agreement for animal sheltering services between City and City of Salinas for specified animal control services, removal of Paragraph 4, Section E, Subsection (2) "Advance Payment" from the current October 15, 2014 agreement ("**EXHIBIT B**"), and;
2. Authorize City Manager to approve future animal sheltering agreements with the City of Salinas over the next six years unless City of Salinas increases their fees above ten percent over previous agreement terms, and;
3. Authorize Finance Director to make necessary accounting and budgetary entries, and;
4. Authorize City Manager to execute purchase agreement on behalf of City subject to final review by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of July 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

City of Marina

ANIMAL SHELTERING SERVICES AGREEMENT—AMENDMENT NO. 1

This Amendment No. 1 to the Animal Shelter Services Agreement is entered into this 1st day of July 2016 by and among the City of Salinas, a California charter city and municipal corporation hereinafter referred to as “SALINAS,” and the City of MARINA, a California charter city and municipal corporation, hereinafter referred to as “MARINA”. SALINAS and MARINA are collectively referred to herein as “the Parties.”

RECITALS

WHEREAS, SALINAS and MARINA have a duty and a responsibility to protect and to maintain the health, safety, and welfare of their residents, including the duty and the responsibility to provide animal sheltering services pursuant to California and local law; and

WHEREAS, SALINAS owns and operates an animal shelter and provides animal sheltering services for the incorporated area of the SALINAS; and

WHEREAS, MARINA does not have its own animal shelter facility and desires for SALINAS to provide animal sheltering services for MARINA; and

WHEREAS, SALINAS desires to provide animal sheltering services to MARINA for the compensation to be provided herein; and

WHEREAS, on September 1, 2014, the Parties entered into an Animal Sheltering Agreement for SALINAS to provide animal sheltering services to MARINA; and

WHEREAS, the Original Animal Sheltering Agreement had a two-year term; and

WHEREAS, the parties desire to extend the term of the agreement for an additional two years and the contract agreement period ends on June 30, 2016; and

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth in the Original Animal Shelter Services Agreement, the Parties agree to extend the term of the Original Animal Shelter Services Agreement, as follows:

TERMS

1. Renewal Term. The term of the Original Animal Shelter Services Agreement shall be further extended for an additional two years commencing as of July 1, 2016 (“Effective Date”) and continuing through June 30, 2018 (the “Renewal Term”). The Parties understand and acknowledge that there shall be no automatic extensions of the renewal term without mutual written consent of the Parties.

2. Advance Payment. The parties agree that the “Advance payment” required by Paragraph 4, Section E, Subsection (2) has been made and that no other “Advance payment” is required as a term and condition of this renewal.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City of Salinas and the City of Marina have entered into this Amendment No. 1 as of the date first written above.

CITY OF SALINAS

Ray Corpuz, City Manager

Date

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

Date

CITY OF MARINA

Layne Long, City Manager

Date

ATTEST:

Rob Wellington, City Attorney

Date

ATTEST:

City Clerk

Date

REVIEWED:

Risk Management

Date

**AGREEMENT FOR
ANIMAL SHELTER SERVICES**

THIS AGREEMENT is made and entered into on September 1st, by and between the City of SALINAS, a California charter city and municipal corporation hereinafter referred to as “SALINAS,” and the City of MARINA, a California charter city and municipal corporation, hereinafter referred to as “MARINA”. SALINAS and MARINA are collectively referred to herein as “the Parties.”

RECITALS

WHEREAS, SALINAS and MARINA have a duty and a responsibility to protect and to maintain the health, safety, and welfare of their residents, including the duty and the responsibility to provide animal sheltering services pursuant to California and local law; and

WHEREAS, SALINAS owns and operates an animal shelter and provides animal sheltering services for the incorporated area of the SALINAS; and

WHEREAS, MARINA does not have its own animal shelter facility and desires for SALINAS to provide animal sheltering services for MARINA; and

WHEREAS, SALINAS desires to provide animal sheltering services to MARINA for the compensation to be provided herein; and

NOW, THEREFORE, in mutual consideration of the covenants, terms, and conditions set forth below, the Parties agree as follows:

1. TERM

This Agreement shall be effective and commence as of September 1st, 2014 and shall remain in effect until June 30, 2016, unless sooner terminated pursuant to the terms of this Agreement.

2. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, addressed as follows:

To SALINAS:

Attn: Cindy Burnham, Animal Services
Manager
City of SALINAS Animal Services
222 Lincoln Avenue
SALINAS, CA 93901

To MARINA:

Attn: Edmundo Rodriguez, Chief of Police
City of MARINA Police Department
211 Hillcrest Avenue
MARINA, CA 93933

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

3. SCOPE OF SERVICES

A. Commencement of Services. Services under this Agreement shall commence September 1st, 2014

B. Acceptance of Animals from MARINA.

(1) SALINAS shall accept at its animal shelter, 144 Hitchcock Road, SALINAS, (“animal shelter”) all stray, lost, and surrendered dogs, cats and other domestic animals (not to include wildlife or livestock) delivered to the SALINAS animal shelter by MARINA animal control officers and/or by MARINA residents; provided, however, that SALINAS is only obligated to accept such animals within the structural and humane operating capacity of the shelter. In the event the animal shelter may not accommodate a large number of confiscated animals at one time, MARINA may need to make alternate arrangement for housing of such animals. SALINAS will make reasonable and good faith efforts to notify MARINA should the shelter be at capacity so as to preclude the acceptance of additional animals from MARINA, which notice may, without limitation, be by writing, e-mail, text message, personal contact, and/or phone call, taking into account the circumstances at the time of the notice. If additional housing is required due to a large number of animals confiscated by MARINA, those housing costs would be at the expense of MARINA.

(A) SALINAS will accept animals that are under “protective custody”, “confiscate”, “rabies quarantine” or other situation requiring an extended hold time, from MARINA as long as the length of stay has been determined by MARINA. As SALINAS is not equipped to hold and care for animals long term, if this should occur, MARINA will work with SALINAS to find a suitable alternative to housing the animal(s). If other suitable housing is needed, it would be at MARINA’s expense. For the scope of this agreement, long term is considered up to 14 days.

(2) MARINA animal control officers or employees may use SALINAS’ night drop kennels after hours to place found stray animals as long as all pertinent information is provided (including but not limited to where the animals was found, who brought animal in and any owner information if known). MARINA residents will not have access to these after-hours kennels.

(3) SALINAS may limit acceptance of stray, lost, and surrendered animals from MARINA residents to those hours the animal shelter is open to the public. “MARINA residents” for purposes of this Agreement will be confirmed by current photo identification showing a MARINA address, or by proof of a photo identification card and bill addressed to the resident at a location in MARINA. SALINAS will accept stray/lost animals found within MARINA city limits from those not residing in MARINA. Proof of jurisdiction will be confirmed by verifying animal’s found location with a map of MARINA city limits.

(4) SALINAS shall accept dead dogs, cats, and other domestic animals weighing not more than 150 pounds from both MARINA residents and animal control officers.

C. Delivery and Processing of Animals (Intake)

When MARINA staff delivers animals to SALINAS, SALINAS’ staff shall process the animals according to SALINAS’ protocols. When possible, MARINA staff will call SALINAS to notify them of the incoming animals and as well as any pertinent information related to the animals. Once the animal is placed in the appropriate

receiving room kennel, information related to each individual animal will be left on the kennel the animal is placed in and SALINAS staff will be notified of the animal's placement in receiving. Information requested includes where the animal was located, possible owner information, any notification or communication to the owner by MARINA staff, medical status or condition and anything else that SALINAS staff may need to know in order to properly conduct notifications or provide care for the animal while in SALINAS' custody.

- D. Hours of Operation. SALINAS, in its sole discretion, shall determine the days and hours of operation of the shelter. At the time of execution of this Agreement, the shelter is open to the public Tuesday - Saturday, 12:00 p.m. to 5:00 p.m., and SALINAS shall provide advance notice to MARINA as soon as practicable in the event SALINAS determines to change the hours the shelter is open to the public. No amendments are necessary to this Agreement in order to change the hours of operation for the animal shelter.
- E. Care of Animals.
- (1) General Care. SALINAS shall provide shelter, food, water, and veterinary care for animals received hereunder in compliance with applicable State of California statutes and regulations and in accordance with generally recognized standards for the humane treatment of animals in the same manner as if the animals were received from within the city limits of SALINAS.
 - (2) Emergency Veterinary Care. Emergency veterinary care, except as provided in this paragraph is excluded from the scope of this Agreement (see Exclusions, below). Provided however, in the event SALINAS determines that animals delivered by MARINA to SALINAS' animal shelter are in need of emergency veterinary care or are in need of ongoing critical care from previously treated emergency needs, as determined in SALINAS' sole discretion by its shelter veterinarian, SALINAS may, in its sole discretion, have such animals treated at MARINA'S expense by SALINAS'S animal shelter veterinarian or by SALINAS' contracted veterinarians. SALINAS will make all reasonable attempts to contact MARINA in advance of providing the emergency veterinary care, given the circumstances. MARINA shall provide SALINAS appropriate contact e-mails and phone numbers for MARINA employees on weekends, weekdays and after hours for this purpose. SALINAS shall make reasonable attempts to notify MARINA via e-mail or phone of its intent to begin emergency veterinary care at least two hours prior to initiating the additional emergency and/or critical care service, unless the circumstances necessitate otherwise. Upon execution of this Agreement and as e-mail address changes are made, MARINA shall inform SALINAS in writing of the e-mail address to use.
 - (3) Immediate Euthanasia for Irremediable Suffering. In accordance with State of California Food and Agriculture Code Section 17006, SALINAS may immediately euthanize animals received from MARINA that are, in SALINAS'S sole judgment, irremediably suffering from a serious illness or severe injury or are newborn without their mothers. For the scope of this agreement, animals that are under 8 weeks of age are not required to be held and, at the discretion of SALINAS, can be immediately euthanized.
- F. Return to Owner and Notices re: Animals Received, Discretionary Waiver of Fees. SALINAS shall provide for the redemption of animals by owners and shall issue all appropriate notices relating to animals received and the disposal of such animals in the same manner as if the animals were received from within the city limits of SALINAS,

e.g., telephone calls and/or issuance of written notices to last owner of record if available for animals implanted with microchips and for animals wearing licenses. SALINAS shall not waive any fees without the consent of MARINA. If MARINA approves fees being waived to MARINA resident, then SALINAS will not collect approved fees and MARINA will be billed those fees.

- (1) Billing. SALINAS will not bill any unpaid fees due to SALINAS by MARINA residents. MARINA will be responsible for any unpaid balances due to SALINAS and can then collect from MARINA residents at their discretion.

G. Control and Ownership of Animals.

- (1) Control. Upon proper completion of intake processing of animals delivered by MARINA, control of the animals, excepting animals subject to legal holds, shall belong to SALINAS in the same manner as if the animals were received from within the city limits of SALINAS, and MARINA shall no longer exercise control of the animals.

- (2) Legal Holds. SALINAS shall control and care for animals delivered by MARINA subject to legal holds in the same manner as if the animals were received from within the city limits of SALINAS. For purposes of this Agreement, “legal holds” means those animals that are confiscated for neglect, cruelty, bite quarantine, vicious, dangerous or similar circumstances. Access and control by MARINA of such animals for purposes of evidence/prosecution shall be available during the hours that SALINAS’ animal shelter is open to the public or upon advance coordination by MARINA with SALINAS for access during other hours. Access to such animals by other persons (e.g., owners, public) shall be restricted in accordance with the practices of SALINAS for animals in like situations received from within the city limits of SALINAS. Upon completion of the legal holds as evidenced by a certified copy of the order of disposition of the animal and a written letter or email signed by MARINA’s Chief of Police, or designee, confirming the circumstances leading to the order and advising that the order is final and no longer subject to appeal or further litigation, SALINAS shall carry-out the terms of the order, excluding any exercise of services in the field.

- (3) Stray and Surrendered Animals. Upon completion of the required hold periods for each stray and surrendered animal received hereunder, SALINAS shall thereafter be the owner of such animals and may euthanize, redeem, adopt or transfer such animals as SALINAS deems appropriate in SALINAS’s sole discretion in the same manner as if the animals were received from within the city limits of SALINAS.

H. Animal Status Information / Information Technology. SALINAS shall maintain software and technology to provide MARINA with real-time information regarding all animals received from MARINA jurisdiction. SALINAS currently utilizes Chameleon software.

I. Limitations / Exclusions. Limitations and/or exclusions from the provision of services hereunder are the following:

- (1) Dispatch Services. MARINA dispatch and field assistance coordination shall be through MARINA’S dispatch.
- (2) Licensing. MARINA will maintain their own dog licensing program.
- (3) Field Services. SALINAS shall not provide any animal control/field services for MARINA. This includes pick up of stray animals from other local shelters.

- (4) Wildlife or livestock. SALINAS shall not accept any wildlife or livestock from MARINA.
- (5) Emergency Veterinary Care. MARINA shall have animals in need of emergency veterinary care treated by MARINA'S contracted veterinarians prior to MARINA's delivery of such animals to SALINAS' animal shelter. Such animals shall not be delivered to SALINAS' animal shelter until such animals are stable and no longer in need of critical care. Failure of MARINA to follow this process may result in extra charges for service as provided in Paragraph E, 2, above.
- (6) Breeding Permit Program: SALINAS shall not inspect, issue breeding permits or otherwise manage MARINA'S breeding permit program for MARINA residents.
- (7) Dangerous/Vicious Dog Program: SALINAS shall not manage a Potentially Dangerous Dog or Vicious Dog program for MARINA.
- (8) Large Dead Animal Disposal. SALINAS shall not accept for disposal from either MARINA residents or assigned MARINA animal control officers, dead animals over 150 pounds (e.g., various livestock and horses).
- (9) SALINAS's Community Cats / TNR Programs. Except as MARINA may coordinate with SALINAS for Community Programs, above, MARINA understands that feral cats not eligible for return to MARINA jurisdiction under MARINA'S programs or for adoption/rescue may be euthanized. Should MARINA decide to participate in SALINAS' Community Cats/TNR programs for feral cats in MARINA, coordination with SALINAS can be determined at that time should funding allow.
- (10) Spay-Neuter Voucher Program. As SALINAS will not be collecting state fine fees for MARINA, unless determined otherwise, SALINAS will not offer a spay/neuter voucher for MARINA residents. MARINA will coordinate its own Spay-Neuter Incentive Program for animals owned by MARINA residents. Should MARINA decide to have SALINAS issue MARINA spay/neuter incentive, those shall be provided to SALINAS at MARINA's sole cost and expense.
- (11) Hearings. SALINAS shall not be responsible for coordinating or conducting hearings for MARINA, e.g., hearings concerning neglect, cruelty, nuisance animals, and vicious animals.
- (12) Special Supplies. MARINA shall be responsible for supplying to SALINAS any supplies, stationary, notices, forms or similar items that MARINA may require be issued with the MARINA logo. All such items are subject to approval by SALINAS'S Manager and shall be provided at MARINA'S sole cost and expense.

4. COMPENSATION AND INVOICING

A. Compensation. SALINAS requires additional staffing in the kennels to meet the scope of this agreement. As this agreement is contingent on that additional staffing, MARINA will be billed accordingly to cover that cost.

- (1) MARINA will owe a flat rate of \$3100 each month for up to 20 sheltered animals.
- (2) If more than 20 animals are brought in , MARINA will be billed \$155 per animal (for up to 10 days holding time per animal).
 - (a). Additional fees may apply to MARINA on a case by case basis including veterinary exams and/or treatment as required, immediate euthanasia of under aged or critically injured animals, owner notification

letters, bite reports or any other costs that SALINAS incurs that are due to MARINA animals as indicated in SALINAS' fee schedule (attached).

(b). Animals that need to be held for over 10 days will be then billed for each additional day over the 10 days at the rate listed on SALINAS' fee schedule.

(c) Feral cats with kittens and kittens and puppies: If a feral cat is brought in by MARINA and has a litter of kittens while in the stray holding time, MARINA will only be billed for one animal. If kittens and puppies are brought in from MARINA and are over 8 weeks of age and old enough to be vaccinated, they will each count as one animal, even if housed together.

E. Invoicing, Reports and Payments.

- (1) Quarterly Basis. SALINAS shall invoice MARINA during April for the period January 1-March 31; in July for the period April 1-June 30; in October for the period July 1-September 30 and in January for the period October 1-December 31. The period July 1st, 2014 through September 30th, 2014 shall constitute the initial quarterly invoicing period even though this agreement begins on September 1, 2014.
- (2) Advance payment. To ensure that SALINAS have to advanced funds in order to carry out this agreement, MARINA will make an advance payment equal to one quarter of the regular monthly amount of this agreement upon start date of this agreement. Quarterly billing will continue each quarter after that. Upon termination of the agreement, the advanced payment can be used against any outstanding balances. The advance payment amount due at the start of this agreement would be \$9300 (\$3100 per month x 12 months=\$37,400 annual fee. \$37,400/4 quarter = \$9300 per quarter).
- (3) Reports. SALINAS shall provide the following quarterly reports to MARINA in conjunction with SALINAS'S quarterly invoices:
 - (i) The number of animals delivered to the SALINAS'S animal shelter from MARINA from whatever source or reason.
 - (ii) The number of redemptions (returns to owners) by MARINA residents by name and address and animal species during the previous quarter.
- (4) Payments.
 - (i) MARINA shall remit payment of all undisputed charges to SALINAS within 30 days after receipt of the quarterly invoice and reports. If SALINAS does not provide the above-referenced quarterly reports to MARINA in conjunction with a quarterly invoice, MARINA shall not be obligated to remit payment for such invoice until such time as all of the required information has been provided to MARINA by SALINAS.
 - (ii) Any payment of undisputed fees not received by SALINAS within 30 days after SALINAS provides invoice and required reports, shall be cause for termination of this Agreement by SALINAS, and SALINAS shall be entitled to recover interest on any balance remaining unpaid for more than 30 days after the due

date, calculated at the rate of interest received by the SALINAS Treasury's Pooled Investment Fund.

5. COMPLIANCE WITH LAWS

The parties hereto shall observe and comply with all applicable Federal, State, and SALINAS laws, regulations and ordinances.

6. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Monterey County or in the appropriate federal court with jurisdiction over this matter.

7. EMPLOYMENT STATUS / SALINAS AS INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, SALINAS employees performing services pursuant to this Agreement are not agents or employees of MARINA but are employees of SALINAS acting as an independent contractor to MARINA. SALINAS shall have control over the means, methods, techniques, sequences, procedures, and results for performing and coordinating the services required by this Agreement. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other terms of employment shall be determined by SALINAS, and MARINA shall have no right or authority over SALINAS' employees or the terms of their employment with SALINAS. Neither SALINAS nor any third persons or subcontractors of SALINAS shall be entitled to workers' compensation benefits from MARINA if such persons sustain injury in the course of performing services under this Agreement. Neither SALINAS nor any third persons or subcontractors of SALINAS shall be entitled to any other benefits payable to employees of MARINA. MARINA shall not be liable for any act or omission of any SALINAS officer or employee unless specifically provided elsewhere in this Agreement. MARINA shall not be liable for the direct payment of any salaries, wages, compensation, or other benefits to any SALINAS employee performing services pursuant to this Agreement, or for compensation or indemnity to any SALINAS employee for injury or sickness arising out of his or her employment.

8. INDEMNIFICATION

A. MARINA shall defend, indemnify and hold harmless SALINAS, its City Council, officers, Managers, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of MARINA'S officers, Managers, agents, employees, and volunteers.

B. SALINAS shall defend, indemnify, and hold harmless MARINA, its officers, Managers, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of SALINAS' City Council, officers, Managers, agents, employees, or volunteers.

C. It is the intention of SALINAS and MARINA that the provisions of this section be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, Managers, agents, employees, and volunteers.

D. The provisions of this indemnity shall survive the expiration or termination of this Agreement.

9. INSURANCE

Each party, at its sole cost and expense, shall carry insurance –or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

A. SALINAS will maintain the right to subrogation, in favor of SALINAS, related to the terms of this agreement should it be needed.

10. SUBCONTRACTS, ASSIGNMENT

A. SALINAS may subcontract any of the services delivered under this Agreement as SALINAS deems appropriate in SALINAS'S sole discretion. SALINAS shall remain legally responsible for the performance of all contract terms including work performed by third parties under subcontracts.

B. This Agreement is not assignable by either party in whole or in part, without the prior written consent of the other party.

11. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon SALINAS unless agreed in writing by Manager and counsel for SALINAS.

12. SUCCESSORS

This Agreement shall bind the successors of MARINA and SALINAS in the same manner as if they were expressly named.

13. TIME

Time is of the essence of this Agreement.

14. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

15. MANAGER

As used in this Agreement, "Manager" shall mean the Manager of SALINAS' Animal Services or his/her designee.

16. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. SALINAS shall not be required to continue providing services hereunder if MARINA is more than 60 days delinquent (90 days after date of invoice) in making payments for invoiced services. If the dispute cannot be resolved within 15 calendar days of initiating

negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

17. TERMINATION

- A. This Agreement may be terminated by mutual written consent of the parties.
- B. Either party may terminate this Agreement without cause upon providing 90 days written notice to the other party. Notice shall be deemed served on the date of mailing.
- C. Either party may terminate this Agreement for cause upon providing 14 days written notice to the other party stating the cause.
- D. Either party may terminate or amend this Agreement immediately upon giving written notice to the other party:
 - (1) If advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds is suspended or delayed;
 - (2) If funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State;
 - (3) If funds in either party's yearly proposed and/or final budget are not appropriated for this Agreement or any portion thereof; or
 - (4) If funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated as a result of mid-year budget reductions.
- E. The Manager of SALINAS' Animal Services Department has authority to terminate this Agreement on behalf of SALINAS for any of the reasons authorized in this Paragraph 17.

18. AUDITS AND RECORDS

SALINAS shall maintain adequate financial records during the term of this Agreement to document its costs of providing services under this Agreement. Such records shall be made available for inspection and audit by MARINA upon reasonable notice. Pursuant to State of California Government Code Section 8546.7, MARINA and SALINAS records shall be subject to examination and audit by the State Auditor for a period of three years after final payment by MARINA to SALINAS pursuant to this Agreement. MARINA and SALINAS shall retain all records relating to the performance of this Agreement for this three-year period, except that records pertaining to any audit then in progress, or any claims or litigation, shall be retained beyond such three-year period until final resolution of such audit, claim or litigation.

19. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between MARINA and SALINAS regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between MARINA and SALINAS regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

20. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid

term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

21. FORCE MAJEURE

Neither party shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

22. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

23. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

24. COUNTERPARTS

This Agreement may be executed in counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City of Salinas and of the City of Marina have entered into this Agreement as of the date first written above.

CITY OF SALINAS, the "Service Provider"

Ray Corpus, City Manager

Date

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

Date

CITY OF MARINA

Layne Long, City Manager

Date

ATTEST:

Rob Wellington, City Attorney

Date

ATTEST:

City Clerk

Date

REVIEWED:

Risk Management

Date

July 14, 2016

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 19, 2016

**CTIY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-,
RECEIVING MARINA RECREATION & CULTURAL SERVICES
COMMISSION 2015 ANNUAL REPORT AND 2016 GOALS**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2016-, receiving Marina Recreation & Cultural Services Commission 2015 Annual Report and 2016 Goals.

BACKGROUND:

The City of Marina Municipal Code Section 2.12.130 requires each of the City's Commissions are to prepare an annual report of accomplishments of the past year and listing the goals for the next year.

Each year it is the responsibility of the Recreation & Cultural Services Commission to provide the City Council with a report outlining their accomplishments from the previous year and the goals for the upcoming year.

This year as a part of the 2015 report the commission has submitted the information with a changed format and look.

ANALYSIS:

The Recreation & Cultural Services Commission is a five (5) member advisory body appointed by the City Council and charged with establishing and maintaining recreational/intervention and prevention and cultural programs that enhance the quality of life for all ages, cultural origins and abilities.

With a new format and direction from the Recreation & Cultural Services Commission, staff has prepared the 2015 Annual Recreation & Cultural Services Report ("EXHIBIT A").

FISCAL IMPACT:

None

CONCLUSION:

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

Respectfully submitted,

Terry L. Siegrist
Recreation & Cultural Services Director
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 MARINA RECREATION & CULTURAL SERVICES COMMISSION
2015 ANNUAL REPORT AND PROPOSED 2016 GOALS

WHEREAS, the City of Marina Municipal Code Section 2.12.130 requires each of the City's Commissions are to prepare an annual report of accomplishments of the past year and listing the goals for the next year, and;

WHEREAS, the Recreation & Cultural Services Commission has presented its 2013 Annual Report and associated supporting materials to the City Council to review, accept and file ("Exhibit A").

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby accept Marina Recreation & Cultural Services Commission 2015 Annual Report and Proposed 2016 Goals.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of July 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

*City of Marina
Recreation & Cultural Services Commission
2015 Annual Report*

Grow recreation – grow good neighbors!

*We create Community through
People, Parks and Programs*

Mission Statement

The City of Marina’s Recreation & Cultural Services Commission is committed to establishing core recreation programs that enhance the quality of life for all ages, cultural origins and abilities. As stewards of the public trust, it is the Commission’s purpose to reflect the changing services and needs of our community.

Standard Meeting Time and Place

Quarterly meeting to be held in the first Wednesday in
March, June, September, December
6:30 pm
City Council Chambers at 211 Hillcrest Avenue, Marina

Commissioners

Dan Devlin, Jr. – Chair
Darlena Ridler – Vice Chair
Colleen Beye – Commissioner
Cindy Smith – Commissioner
Dušan Tatomirovic – Commissioner

2015 Advisory Boards

Youth Advisory Board

Staff - Laura Johansen
Commissioner - Colleen Beye

Skate Park Advisory Board – On-Call

Staff - Terry Siegrist and Kathy Meachum
Commissioner - Darlena Ridler

Teen & Middle School Advisory Boards

Staff - Terry Siegrist
Commissioner - Cindy Smith

Public Art Ad Hoc Comm – On-Call

Staff - None
Commissioner - Dušan Tatomirovic

Senior Advisory Board

Staff - Terry Siegrist and Christine Long
Commissioner - Darlena Ridler

Early Childhood Ad Hoc Comm

Staff - None
Commissioner - Colleen Beye

Sports Advisory Board

Staff - Terry Siegrist and Ron Powell
Commissioner - Dan Devlin, Jr.

Commission Accomplishments in 2015

The Recreation and Cultural Services Commission accomplished the following in 2015:

1. ***Open playground policy with MPUSD.*** At the request of commissioners and in partnership with the community and city staff, the Commission has ensured that MPUSD playgrounds will stay open for public use after school hours, on holidays, and weekends. This initiative continues to require attention as school staff are trained to ensure access, and signage ordered so that community members are aware of the open grounds.
2. ***LAMS Focus Group.*** An entity was established to coordinate activities and facility maintenance around Los Arboles Middle School (LAMS). The LAMS focus group reports to the Sports Advisory Board, which then reports to the Recreation and Cultural Services Commission. The purpose of the focus group is to provide input for needed improvements to the LAMS complex. The group will initiate a plan to move forward, and will take the first step toward providing a safe and appealing facility for our youth, student-athletics, and the general public.
3. ***Early Childhood Ad Hoc Committee.*** This group held its first meeting, and completed an “early childhood asset map” of Marina, identifying the places, happenings, agencies/organizations, and intangibles that support young families in Marina.
4. ***Implementation of California Assembly Bill 1146 (AB1146).*** At the request of the commission, city staff worked with local stakeholders to amend the skate park regulations to align with an August 2015 state law that allows for the use of all non-motorized wheeled vehicles within city skate parks. As a result, the Skate Park Ad Hoc Committee worked with a group of young people who have lobbied the city for years for access to the skate park. The determination was made that the Marina Skate Park would additionally permit scooter use, but that the current configuration was not yet sufficient for bicycles and wheelchairs.
5. ***Public Art Ad Hoc Committee formed.*** Under the auspices of the Public Art Ad Hoc Committee, three utility boxes were painted throughout the city. The committee will advise the Commission on public art opportunities.
6. ***Updated Recognition Policies with City Council.*** In response to concerns over the time and staff required for public recognition at City Council meetings, the Commission brought forth a recommendation, which was accepted by the Council, to host scheduled, angendized recognition events on a quarterly basis, with a small reception afterwards at the Rocky Han Community Center.
7. ***LAMS Frisbee Golf Course Installation.*** In partnership with MPUSD, and with funding from a donation from the Marina Rotary Club, the Commission advised on the development of a MOU and site plan for a Frisbee golf course at the Los Arboles Sports Complex that will benefit the community.
Ensured recreation facility compliance with State-level Phase 3 Water Conservation Efforts. The City’s Public Works department successfully requested funds from Council, and upgraded and/or replaced existing sprinklers at each park facility, to achieve Phase 3 conservation compliance. Every community organization that receives a use permit for our facilities has worked within the new guidelines provided.

Advisory Board Activities

Youth Advisory Board

The Marina Youth Center Advisory Board meets on the 4th Thursday of the month, 5:00 p.m. at the Community Center. It consists of the Recreation Leader, a Marina Recreation & Cultural Services Commissioner and all youth who wish to participate. The youth, who regularly attended the Advisory Meeting, elect from among themselves a President, Vice President, and Secretary. In addition to homework time, a computer room, movies, sketching, sculpting, water painting, video games, foosball, pool, basketball, etc., the youth also participated in cultural celebrations, great field trips, and sports and educational tournaments. The youth planned and attended well-chaperoned dances and parties that coincided with several holidays throughout the year.

Teen Advisory Boards

The Teen Advisory Board is comprised of teenaged students divided in to middle school and high school groups, both of which hold meetings during the third week of each month. The high school meetings are held at Marina High School. The middle school group meetings are held at the Teen Center, with the Los Arboles Builder's Club serving as board members. The goal of the Teen Advisory Boards is to provide input for programming and activities held at the Teen Center. Receiving direct input from the students we serve has been a key element in the success and popularity of the Marina Teen Center.

Teen Advisory Board members consist of one Teen Center staff representative and one Marina Recreation & Cultural Services Commissioner, with the remaining members made up of teenage students. Due to the fact that teenaged students make up the majority of the Advisory Board, meetings are generally conducted in a semi-formal manner in order to maintain student interest. Students are voted in to the roles of President, Vice President, and Secretary, and are each assigned specific duties during each meeting.

Senior Advisory Board

The Senior Advisory Board meets on the second Tuesday of each month at 9 a.m. in the city council chambers. We meet during the day to involve as many seniors as possible in planning their own activities. The goal of the SAB is to encourage the seniors' involvement, both in the Board, and, hopefully, increase overall participation in weekly programs. They took on the sponsorship of the National Day of Service event, which is held on the national MLK holiday each year. Their support allowed the Day of Service to be restarted after it had to be eliminated in previous years due to budget cuts. The Senior Advisory Board works to resolve any problems that develop throughout the year with the execution of programs and to set the calendar of events for each month.

Sports Advisory Board Activities

The Sports Advisory Board (SAB) meets quarterly on the second Wednesday of the month (or rescheduled in case of conflict with council needs) at 6 p.m. in the City Hall Conference Room. The goal of the SAB is to unify the myriad sports organizations in Marina, in an effort to keep each other updated in terms of programming and capabilities, and to discuss facility maintenance and usage, with a focus on possible improvements and/or expansion to each facility, and to develop cooperative relationships that will help service the citizens of Marina.

Commission Recognizes Department Accomplishments in 2015

The Recreation and Cultural Services Commission has a responsibility to comment on the efforts of the Recreation and Cultural Services Department to provide for the needs of our citizens for the past year. To do this, we have to first understand the needs of our City. Marina is very diverse economically, socially, ethnically, and culturally. In the application for the 100 Best Cities for Young People in 2012, Mayor Delgado described the City of Marina in the following way:

“As the Mayor of Marina, I can tell you that prioritization of youth in Marina is more critical than for most cities and some brief background demonstrates the need for Marina's focus on youth. Sixty percent of Marina households are renters, 40% of Marina households are very low or low income, and approximately 50 languages are spoken by Marina families. This incredible diversity of ethnicities coupled with a challenging socio-demographic means that City Hall has to step up to prevent our youth from being involved in high risk behavior or enticed by gangs who proffer to fill in the gaps with money, false brotherhood, and illicit activities that can be addictive and dangerous, especially to at-risk youth.”

Here are the observations of the Commission:

1. ***Operating with a tighter budget has been a top concern.*** The Department focus has been restricted to the core functions/responsibilities: youth, teens, seniors, and sports, with a growing interest in programming for families with pre-K (0-5yrs) children, too. There are three reasons why the department is able to cut its spending: 1) staff watches every expenditure, 2) extraordinary support from the community and local businesses, and 3) the department activities are bolstered by a large cadre of volunteer partnerships that have been mobilized in the last few years. Our programs make a real contribution to families taking care of themselves.
2. ***Recreation Staff strives to maintain the quality of programs and to improve each functional area.*** In each of the core programs, membership levels have continued to increase into 2015. The staff continues to increase the variety of activities offered while maintaining the quality of their programs as the budget is tightening, although each program would benefit from greater focuses on Cultural Arts and Early Childhood Development.
3. ***Quality Recreation is part of the reason gangs do not have a stronger presence in Marina.*** The Department's programs continue to be part of the solution for youth who are struggling for acceptance, particularly at a time when many of their families are dealing with continuing financial stressors. In partnership with the police, the schools, and our community partners in Marina, we provide a four-pronged approach to address the needs of our youth, often referred to as the “Box Theory.” The Department provides engaging programs, and a place to belong, that help prevent gangs from taking over. Early Childhood Development (0-5yrs) programs, such as what is offered through The Parenting Connection and Monterey County service information distributions, are also important components of strengthening the “Box Theory's” success.
4. ***Staff continues to be our most valuable resource.*** The Recreation Department staff has direct interaction with more citizens than any other department within the city. From October to December each year, and again from April through May, the recreation staff, in full, interacts with tens of thousands of people in Marina due to all the programmed events during these time frames alone. The Recreation Department staff, with strong relationships and partnerships with the many volunteer organizations, are showing our children how to build good relationships and resolve conflicts in high-risk situations.

5. ***Using Established Social Media and Additional Means of Communicating with the Public.*** A Facebook page for Marina recreation was established by a volunteer on which all flyers for upcoming activities are posted, once received via e-mail. Both the Teen Center and Community Center have individual social media presences, although both would benefit with direct exposure from the homepage of the City of Marina website.
6. ***Greater Efforts to Reintegrate Activities at the National Park Services properties.*** With new housing areas being developed at The Dunes (2nd Ave) and Marina Heights (California Ave & Imjin Parkway), greater focus must be shown the Water City Roller Skate and Equestrian Center facilities, to help reestablish them as recreation centers available to all Marina families and citizens. Connections must be developed to make these properties easy to get to from all points within our City limits.

Considerations For the Future - 2016

Commission Goals

As a Commission, we will continue to meet quarterly, and either monthly or quarterly with our advisory boards. There are a couple of items that are directly related to Commission responsibilities that we would definitely like to accomplish:

1. With a fully-staffed commission, we need to reconsider the need for a Cultural Services and Special Events Advisory Board. This board was established when the Department was staffed to organize city-wide special events. Even though this staff responsibility has been eliminated, it might still be beneficial to our citizens to provide a board that coordinates community activities and utilizes the skills of a new commissioner.
2. Understanding that a good foundation in early years is vital and that disadvantages can be overcome if early intervention occurs, we will research how many children ages 0-5 live in our community, educate ourselves on the needs of the early childhood population, and explore ways that the City of Marina can serve its young families.
3. Continue to monitor the American's Promise Alliance for the possible restart of the 100 Best Communities for Young People program.
4. Work more closely with Recreation Department staff to improve publicity for the many activities offered by the Department, via social media and possibly other traditional means.
5. Assist Recreation Department staff with greater outreach capabilities to our senior community, in order to provide better senior programming, including both defining the requirements for, and providing suggestions for locating suitable sites for, a dedicated Senior Center.
6. Provide input to Council to help reintegrate the National Park Services properties (Water City Roller Skate, Equestrian Center, the Pool Building, etc.) into department programming, and make them more accessible to the Marina populace.
7. Find ways to better include the Preston Park and Abrams Park communities in City-hosted recreational and cultural events, including hosting various events in these locations.

Commission Recommendations for City Council for 2016

As a Commission one of our main responsibilities is to make recommendations to City Council.

The Commission makes the following recommendations to the Marina City Council:

1. Reestablish Recreation department staffing to 2009 levels, to include:

- a. A Senior Recreation Staff leader
- b. Early childhood programming
- c. A grant writer
- d. Someone to oversee fee-based classes (yoga, art, CPR, tai chi, etc.)

Since the economic downturn and resulting budget cuts, programming has been limited and challenged by very low staffing levels. In order to increase programming and serve our growing population, staffing levels should be increased to fill in current gaps and allow for program expansion.

2. Clarify roles and funding, and adequately fund department to ensure proper maintenance and operations of city owned facilities and vehicles. This year the Commission identified several grey areas around department responsibility. It would be very helpful if the City Council could clarify the roles of the Recreation and Cultural Services and Public Works departments with regard to:

- a. Facility and vehicle use and daily maintenance. Some of the questions that arose this year are:
 - i. *Who decides when facilities are open?*
 - ii. *Who opens our facilities?*
 - iii. *Who monitors facility rental use?*
 - iv. *Who is responsible for facility maintenance?*
 - v. *How can restroom access in our parks be permitted?*
- b. Facility upgrades. Some of the questions that arose this year are:
 - i. *Who determines when facility upgrades are needed?*
 - ii. *Where does the funding facility upgrades come from?*
 - iii. *Who is responsible for the facilities, including meeting relevant regulations (i.e., ADA, etc.)?*
 - iv. *Who oversees the design, materials used, and structure of facilities?*

3. Perform a fee study with regards to facility use. The commission has heard from the community that the facility use fees seem high for the area, and are even prohibitive for small family events (i.e., youth birthday parties, playgroups, etc.). The Commission understands that the City has begun discussions to have a fee study conducted and a conversation about how we can structure our fees and facility use to better serve the community's needs.

4. Provide the means for the Department to improve communication with our community. Options include direct mail and/or an advertising budget. Additional improvements should be made to the existing City website, including the possibility of a complete redesign, with easier navigation and links to all social media accounts for City-oriented organizations from the homepage.

5. Create a physical separation between the Youth and Senior Centers. This recommendation has been made for the past several years, yet funding has continued to be a challenge. The Teen Center perfectly supports our middle and high school age students. The Youth (elementary age) and Senior programs, however, continue to both operate within the Rocky Han Community

Grow recreation – grow good neighbors!

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Center, presenting unique challenges for space utilization -- each program must completely set up and close down daily. During scheduled school breaks, and over the summer, the Community Center needs to cater more to youth programs during the day, yet also attempt to not displace our seniors. The Community Center is truly designed to be used by kids. The seniors would like a dedicated Senior Center facility to call their own, and this request is fully supported by the Senior Advisory Board.

6. ***Implement, or revise and then implement, the Parks and Recreation Master Plan.*** This plan identifies the location of needed recreation facilities and provides the basis for new construction fees to raise the funds for these facilities, including the redevelopment and reintegration of the National Park Services properties (Water City Roller Skate, Equestrian Center, pool, etc.). The Department can then use these new facilities for programming and revenue creation.
7. ***Provide professional recreational training to all staff.*** This is necessary to grow our most important resource: the Department staff. Training is essential for any employee in any field for managing work-life interactions, day-to-day stressors, workload, and conflict resolution. Access to additional training possibilities will allow our staff to be better equipped to engage and enable our community to grow good neighbors.

July 11, 2016

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 19, 2016

**CITY COUNCIL TO CONSIDER RECEIVING INVESTMENT REPORTS
FOR THE CITY OF MARINA AND SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY FOR MONTHS ENDED APRIL
30, MAY 31, JUNE 30, 2016**

REQUEST:

It is requested that the City Council:

1. Consider receiving Investment Reports for the City of Marina and City of Marina as Successor Agency to the Former Marina Redevelopment Agency for months ended April 30, May 31, June 30, 2016

BACKGROUND:

On December 7, 2010, the City Council adopted Resolution 2010-195, amending the Investment Policy and Management Plan. As amended, the policy's 'Investment Reporting' section requires the Finance Department to provide the City Council and City Manager with quarterly investment reports that include all portfolio investments including investments held by trustees. The Policy requires that reports be issued within thirty (30) days after the end of each quarterly reporting period. The reports are no longer required to be filed with the California State Treasurer.

ANALYSIS:

On December 29, 2011, the California Supreme Court issued an opinion upholding Assembly Bill 1X26, which dissolved all California redevelopment agencies effective February 1, 2012. Simultaneously, pursuant to AB1X26, the City of Marina became successor agency to the Marina Redevelopment Agency, to wind down the Agency's activities and assume the Agency's housing assets and obligations. Therefore, the attached investment reports include the City of Marina's and the City of Marina as Successor Agency to the Marina Redevelopment Agency's reports ("**EXHIBIT A**"). These include unreconciled balances of City and Successor Agency investments held by financial institutions as reported on their monthly statements. Cash balances on Exhibit B are subject to change due to fiscal-year-end and audit adjustments that cannot be anticipated as of the date of this report, and may therefore differ from beginning balances shown for the only of July cash balances report.

Due to the recent New World System financial system implementation, there are pending journal entries which affect the general ledger balances. These journal entries will be posted in the upcoming months. These exhibits will be provided at a later date: General Ledger balances (formerly "**EXHIBIT B**") and Negative Cash Balances Summary (formerly "**EXHIBIT C**").

FISCAL IMPACT:

None

CONCLUSION:

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

Lily Suarez
Account Technician
City of Marina

REVIEWED/CONCUR:

Lauren Lai, CPA
Finance Director
City of Marina

Layne P. Long
City Manager
City of Marina

EXHIBIT A

To: Honorable Mayor and City Council Members

From: Lily Suarez, Accounting Technician

RE: Investment Report
Month Ended April 30, 2016

INVESTMENT SUMMARY:

	<u>Institution</u>	<u>Valuation</u>	<u>Amount</u>
Imprest Cash	City of Marina	Market	\$ 5,900.00
Checking/Savings Account/Certificate of Deposit	Rabobank	Market	\$ 6,940,741.03
Local Agency Investment Fund	State of California	Market	\$ 14,203,480.77
Paying Agent	Union Bank/Wells Fargo	Market	\$ 1,740,018.99
	Total Investments		<u>\$ 22,890,140.79</u>

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City of Marina's anticipated expenditure requirements for the next six (6) months.
(California Government Code Section 53646)

Lily Suarez
Lily Suarez, Accounting Technician

EXHIBIT A

CITY OF MARINA
INVESTMENT AND EARNINGS REPORT
MONTH ENDED April 30, 2016

INSTITUTION	Beginning Balance			Change			Ending Balance				
	Maturity	Rate (%)	Amount	Deposits	Withdrawals	Amount	Maturity	Rate (%)	Amount	Book Value	Market Value
Petty Cash	N/A		5,900.00	0.00	0.00	5,900.00	N/A		5,900.00	5,900.00	5,900.00
Rabobank											
Revolving Loan - NoteWorld	73095112	N/A	171,930.35	27.32	0.00	171,957.67	N/A	0.20%	171,957.67	171,957.67	171,957.67
Interest Checking Account*	73095032	Sweep	249,703.73	4,211,224.62	-1,470,317.64	2,990,010.41	Sweep	3.00%	2,990,010.41	2,990,010.41	2,990,010.41
Money Market/Bond Proceeds	73139564	N/A	3,778,172.59	500.37	0.00	3,778,772.95	N/A	0.20%	3,778,772.95	3,778,772.95	3,778,772.95
Public Checking	805278199	N/A	0.00	0.00	0.00	0.00					
Total-Rabobank			4,199,806.66	4,211,852.31	-1,470,917.94	6,940,741.03			6,940,741.03	6,940,741.03	6,940,741.03
Local Agency Investment Fund (LAIF)	98-27-509	N/A	14,187,104.37	16,376.40	0.00	14,203,480.77	N/A	0.53%	14,203,480.77	14,203,480.77	14,203,480.77
Paying Agent - Union Bank or Wells Fargo											
05 GO Library	6711761600	Sweep	0.00	0.00	0.00	0.00	Sweep	variable	0.00	0.00	0.00
Marina Abrams B 2006 Fund 72	6711797700-06	Sweep	316,521.53	134,670.87	0.00	451,192.40	Sweep	variable	451,192.40	451,192.40	451,192.40
Marina Abrams B 2006 Fund 57	6711797711-14	Sweep	661,920.91	3.24	0.00	661,924.15	Sweep	variable	661,924.15	661,924.15	661,924.15
Marina Greens AD	6711639400	Sweep	0.00	0.00	0.00	0.00	Sweep	variable	0.00	0.00	0.00
Marina Landing AD	6711659801	Sweep	0.00	0.00	0.00	0.00	Sweep	variable	0.00	0.00	0.00
98 GO Refunding	6711617300	Sweep	4.48	0.00	0.00	4.48	Sweep	variable	4.48	4.48	4.48
2015 GO Refunding	6712129901	Sweep	17,520.45	0.00	0.00	17,520.45	Sweep	variable	17,520.45	17,520.45	17,520.45
2015 GO Refunding-Escrow	6712129502	Sweep	0.00	0.00	0.00	0.00	Sweep	variable	0.00	0.00	0.00
2015 GO Refunding-Issuance	6712129903	Sweep	0.00	0.00	0.00	0.00	Sweep	variable	0.00	0.00	0.00
2015 GO Refunding-Process	6712129904	Sweep	0.00	0.00	0.00	0.00	Sweep	variable	0.00	0.00	0.00
Pension Obligation Bonds	22264700-701	Sweep	609,353.49	24.32	0.00	609,377.51	Sweep	variable	609,377.51	609,377.51	609,377.51
Total Trustee Accounts			1,605,320.96	134,698.13	0.00	1,740,018.99			1,740,018.99	1,740,018.99	1,740,018.99
TOTAL			19,998,131.89	4,362,926.84	-1,470,917.94	22,890,140.79			22,890,140.79	22,890,140.79	22,890,140.79

* The Interest Bearing Checking and LAIF accounts contain idle funds of the City of Marina and the City of Marina as Successor Agency to the Marina Redevelopment Agency. The Interest checking account is allocated to each entity on the basis of the accounting transactions recorded for the pooled checking account. LAIF accounts are registered and accounted for in the separate names of each entity. Revolving Loan, Money Market & Trustee accounts contain City resources, only.

EXHIBIT A

To: Marina City Council as Successor Agency to the Marina Redevelopment Agency

From: Lily Suarez, Accounting Technician

RE: Investment Report
Month Ended April 30, 2016

INVESTMENT SUMMARY:

	<u>Institution</u>	<u>Valuation</u>	<u>Amount</u>
Interest Checking Account*	Rabobank	Market	\$ 1,275,763.54
Local Agency Investment Fund	State of California	Market	\$ 563,803.52
	Total Investments		<u>\$ 1,839,567.06</u>

* Negative Rabobank Interest Checking Account balance due to timing of transfer between Marina RDA Successor Agency Rabobank and LAIF accounts. Resolved in December.

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the Successor Agency's anticipated expenditure requirements for the next six (6) months.
(California Government Code Section 53646)

Lily Suarez
Lily Suarez, Accounting Technician

EXHIBIT A

CITY OF MARINA AS SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY
 INVESTMENT AND EARNINGS REPORT
 MONTH ENDED April 30, 2016

INSTITUTION	Maturity	Beginning Balance		Change		Ending Balance		Cost	Book Value	Market Value
		Rate (%)	Amount	Deposits	Withdrawals	Amount	Maturity			
Rabobank										
Interest Checking Account*	73085032	0.00%	1,299,705.04	0.00	-13,941.50	1,275,763.54	Sweep	1,275,763.54	1,275,763.54	1,275,763.54
Local Agency Investment Fund (LAIF)	65-27-003	0.51%	563,153.46	650.06	0.00	563,803.52	NA	563,803.52	563,803.52	563,803.52
TOTAL			1,852,858.50	650.06	-13,941.50	1,839,567.06		1,839,567.06	1,839,567.06	1,839,567.06

* The Interest Bearing Checking and LAIF accounts contain idle funds of the City of Marina and the City of Marina as Successor Agency to the Marina Redevelopment Agency. The Interest checking account is allocated to each entity on the basis of the accounting transactions recorded for the pooled checking account. LAIF accounts are registered and accounted for in the separate names of each entity. Revolving Loan, Money Market & Trustee accounts contain City resources only.

EXHIBIT A

To: Honorable Mayor and City Council Members

From: Lily Suarez, Accounting Technician

RE: Investment Report
Month Ended May 31, 2016

INVESTMENT SUMMARY:

	<u>Institution</u>	<u>Valuation</u>	<u>Amount</u>
Imprest Cash	City of Marina	Market	\$ 5,900.00
Checking/Savings Account/Certificate of Deposit	Robobank	Market	\$ 7,230,283.51
Local Agency Investment Fund	State of California	Market	\$ 14,203,480.77
Paying Agent	Union Bank/Wells Fargo	Market	\$ 1,407,017.03
	Total Investments		<u>\$ 22,846,681.41</u>

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City of Marina's anticipated expenditure requirements for the next six (6) months.
(California Government Code Section 53646)

Lily Suarez
Lily Suarez, Accounting Technician

EXHIBIT A

CITY OF MARINA
INVESTMENT AND EARNINGS REPORT
MONTH ENDED May 31, 2016

INSTITUTION	Beginning Balance		Change		Ending Balance		Maturity	Rate (%)	Cost	Book Value	Market Value
	Maturity	Rate (%)	Amount	Withdrawals	Amount	Rate (%)					
Petty Cash	N/A		5,900.00	0.00	0.00	5,900.00	N/A		5,900.00	5,900.00	5,900.00
Rabobank											
Revolving Loan - NoteWorld	73095112	N/A	171,957.57	30.15	0.00	171,987.82	N/A	0.22%	171,987.82	171,987.82	171,987.82
Interest Checking Account*	73095032	Sweep	2,890,010.41	2,337,526.16	-2,048,676.32	3,278,860.25	Sweep	0.00%	3,278,860.25	3,278,860.25	3,278,860.25
Money Market/Bond Proceeds	73138564	N/A	3,778,772.95	662.54	0.00	3,779,435.54	N/A	0.22%	3,779,435.54	3,779,435.54	3,779,435.54
Public Checking	805278189	N/A	0.00	0.00	0.00	0.00					
Total-Rabobank			6,840,741.03	2,338,218.90	-2,048,676.32	7,230,283.61			7,230,283.61	7,230,283.61	7,230,283.61
Local Agency Investment Fund (LAIF)	98-27-509	N/A	14,203,480.77	0.00	0.00	14,203,480.77	N/A	0.55%	14,203,480.77	14,203,480.77	14,203,480.77
Paying Agent - Union Bank or Wells Fargo											
05 GO Library	6711761660	Sweep	0.00	0.00	0.00	0.00	Sweep	variable	0.00	0.00	0.00
Marina Abrams B 2006 Fund 72	671177770006	Sweep	451,192.40	0.00	-333,007.50	118,184.90	Sweep	variable	118,184.90	118,184.90	118,184.90
Marina Abrams B 2006 Fund 57	671179771114	Sweep	661,924.15	15.61	0.00	661,939.76	Sweep	variable	661,939.76	661,939.76	661,939.76
Marina Greens AD	6711638200	Sweep	0.00	0.00	0.00	0.00	Sweep	variable	0.00	0.00	0.00
Marina Landing AD	6711669601	Sweep	0.00	0.00	0.00	0.00	Sweep	variable	0.00	0.00	0.00
98 GO Refunding	6711617300	Sweep	4.48	0.00	0.00	4.48	Sweep	variable	4.48	4.48	4.48
2015 GO Refunding	6712129601	Sweep	17,520.45	0.00	0.00	17,520.45	Sweep	variable	17,520.45	17,520.45	17,520.45
2015 GO Refunding-Escrow	6712129602	Sweep	0.00	0.00	0.00	0.00	Sweep	variable	0.00	0.00	0.00
2015 GO Refunding-Issuance	6712129603	Sweep	0.00	0.00	0.00	0.00	Sweep	variable	0.00	0.00	0.00
2015 GO Refunding-Proceeds	6712129604	Sweep	0.00	0.00	0.00	0.00	Sweep	variable	0.00	0.00	0.00
Pension Obligation Bonds	2226700-701	Sweep	609,377.51	0.00	-10.07	609,367.44	Sweep	variable	609,367.44	609,367.44	609,367.44
Total Trustee Accounts			1,740,018.99	15.61	-333,017.57	1,407,017.03			1,407,017.03	1,407,017.03	1,407,017.03
TOTAL			22,890,140.79	2,338,234.51	-2,381,693.89	22,846,681.41			22,846,681.41	22,846,681.41	22,846,681.41

* The Interest Bearing Checking and LAIF accounts contain idle funds of the City of Marina and the City of Marina as Successor Agency to the Marina Redevelopment Agency. The Interest checking account is allocated to each entity on the basis of the accounting transactions recorded for the pooled checking account. LAIF accounts are registered and accounted for in the separate names of each entity. Revolving Loan, Money Market & Trustee accounts contain City resources, only.

EXHIBIT A

To: Marina City Council as Successor Agency to the Marina Redevelopment Agency

From: Lily Suarez, Accounting Technician

RE: Investment Report
Month Ended May 31, 2016

INVESTMENT SUMMARY:

Interest Checking Account*	<u>Institution</u> Rabobank	<u>Valuation</u> Market	<u>Amount</u> \$ 1,268,179.19
Local Agency Investment Fund	State of California	Market	\$ 563,803.52
	Total Investments		<u>\$ 1,831,982.71</u>

* Negative Rabobank Interest Checking Account balance due to timing of transfer between Marina RDA Successor Agency Rabobank and LAIF accounts. Resolved in December.

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the Successor Agency's anticipated expenditure requirements for the next six (6) months.
(California Government Code Section 53646)

Lily Suarez
Lily Suarez, Accounting Technician

EXHIBIT A

CITY OF MARINA AS SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY
 INVESTMENT AND EARNINGS REPORT
 MONTH ENDED May 31, 2016

INSTITUTION	Maturity	Beginning Balance		Change	Ending Balance		Rate (%)	Cost	Book Value	Market Value
		Rate (%)	Amount		Amount	Maturity				
Rebobank										
Interest Checking Account*	73096032	0.00%	1,275,763.54	0.00	1,268,179.19	Sweep	0.00%	1,268,179.19	1,268,179.19	1,268,179.19
Local Agency Investment Fund (LAIF)	65-27-003	0.51%	563,803.52	0.00	563,803.52	N/A	0.55%	563,803.52	563,803.52	563,803.52
TOTAL			1,839,567.06	0.00	1,831,982.71			1,831,982.71	1,831,982.71	1,831,982.71

* The Interest Bearing Checking and LAIF accounts contain idle funds of the City of Marina and the City of Marina as Successor Agency to the Marina Redevelopment Agency. The Interest checking account is allocated to each entity on the basis of the accounting transactions recorded for the pooled checking account. LAIF accounts are registered and accounted for in the separate names of each entity. Revolving Loan, Money Market & Trustee accounts contain City resources, only.

EXHIBIT A

To: Honorable Mayor and City Council Members

From: Lily Suarez, Accounting Technician

RE: Investment Report
Month Ended June 30, 2016

INVESTMENT SUMMARY:

	<u>Institution</u>	<u>Valuation</u>	<u>Amount</u>
Imprest Cash	City of Marina	Market	\$ 5,900.00
Checking/Savings Account/Certificate of Deposit	Rabobank	Market	\$ 7,213,894.34
Local Agency Investment Fund	State of California	Market	\$ 14,203,480.77
Paying Agent	Union Bank/Wells Fargo	Market	\$ 867,050.75
	Total Investments		<u>\$ 22,290,325.86</u>

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City of Marina's anticipated expenditure requirements for the next six (6) months.
(California Government Code Section 53646)

Lily Suarez
Lily Suarez, Accounting Technician

EXHIBIT A

CITY OF MARINA
INVESTMENT AND EARNINGS REPORT
MONTH ENDED June 30, 2016

INSTITUTION	Beginning Balance		Change		Ending Balance		Rate (%)	Cost	Book Value	Market Value
	Maturity	Rate (%)	Amount	Withdrawals	Amount	Maturity				
Petty Cash	N/A		5,900.00	0.00	0.00	5,900.00	N/A	5,900.00	5,900.00	5,900.00
Rabobank										
Revolving Loan - NoteWorld	N/A	0.20%	171,987.82	28.27	0.00	172,016.09	N/A	172,016.09	172,016.09	172,016.09
Interest Checking Account*	Sweep	0.00%	3,278,860.25	1,948,363.43	-1,965,402.25	3,261,821.43	Sweep	3,261,821.43	3,261,821.43	3,261,821.43
Money Market/Bond Proceeds	N/A	0.20%	3,779,435.54	821.28	0.00	3,780,056.82	N/A	3,780,056.82	3,780,056.82	3,780,056.82
Public Checking	N/A		0.00	0.00	0.00	0.00				
Total-Rabobank			7,230,283.61	1,949,012.98	-1,965,402.25	7,213,894.34		7,213,894.34	7,213,894.34	7,213,894.34
Local Agency Investment Fund (LAIF)			14,203,480.77	0.00	0.00	14,203,480.77	N/A	14,203,480.77	14,203,480.77	14,203,480.77
Paying Agent - Union Bank or Wells Fargo										
05 GO Library	Sweep	variable	0.00	0.00	0.00	0.00	Sweep	0.00	0.00	0.00
Marina Abrams B 2006 Fund 72	Sweep	variable	118,184.90	59,272.71	0.00	187,457.61	Sweep	187,457.61	187,457.61	187,457.61
Marina Abrams B 2006 Fund 57	Sweep	variable	661,939.76	22.63	0.00	661,962.39	Sweep	661,962.39	661,962.39	661,962.39
Marina Greens AD	Sweep	variable	0.00	0.00	0.00	0.00	Sweep	0.00	0.00	0.00
Marina Landing AD	Sweep	variable	0.00	0.00	0.00	0.00	Sweep	0.00	0.00	0.00
98 GO Refunding	Sweep	variable	4.48	0.00	0.00	4.48	Sweep	4.48	4.48	4.48
2015 GO Refunding	Sweep	variable	17,520.45	0.00	0.00	17,520.45	Sweep	17,520.45	17,520.45	17,520.45
2015 GO Refunding-Escrow	Sweep	variable	0.00	0.00	0.00	0.00	Sweep	0.00	0.00	0.00
2015 GO Refunding-Insurance	Sweep	variable	0.00	0.00	0.00	0.00	Sweep	0.00	0.00	0.00
2015 GO Refunding-Proceeds	Sweep	variable	0.00	0.00	0.00	0.00	Sweep	0.00	0.00	0.00
Pension Obligation Bonds	Sweep	variable	609,367.44	0.00	-609,261.62	105.82	Sweep	105.82	105.82	105.82
Total Trustee Accounts			1,407,017.03	69,295.34	-609,261.62	867,050.75		867,050.75	867,050.75	867,050.75
TOTAL			22,846,681.41	2,018,308.32	-2,574,663.87	22,290,325.86		22,290,325.86	22,290,325.86	22,290,325.86

* The Interest Bearing Checking and LAIF accounts contain idia funds of the City of Marina and the City of Marina as Successor Agency to the Marina Redevelopment Agency. The Interest checking account is allocated to each entity on the basis of the accounting transactions recorded for the pooled checking account. LAIF accounts are registered and accounted for in the separate names of each entity. Revolving Loan, Money Market & Trustee accounts contain City resources, only.

EXHIBIT A

To: Marina City Council as Successor Agency to the Marina Redevelopment Agency

From: Lily Suarez, Accounting Technician

RE: Investment Report
Month Ended June 30, 2016

INVESTMENT SUMMARY:

Interest Checking Account*	Insitution	Valuation	Amount
Local Agency Investment Fund	Rabobank	Market	\$ 1,509,104.50
	State of California	Market	\$ 563,803.52
	Total Investments		<u>\$ 2,072,908.02</u>

* Negative Rabobank Interest Checking Account balance due to timing of transfer between Marina RDA Successor Agency Rabobank and LAIF accounts. Resolved in December.

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the Successor Agency's anticipated expenditure requirements for the next six (6) months.
(California Government Code Section 53646)

Lily Suarez
Lily Suarez, Accounting Technician

EXHIBIT A

CITY OF MARINA AS SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY
 INVESTMENT AND EARNINGS REPORT
 MONTH ENDED June 30, 2016

INSTITUTION	Maturity	Beginning Balance		Change	Ending Balance		Cost	Book Value	Market Value
		Rate (%)	Amount		Amount	Rate (%)			
Rabobank									
Interest Checking Account*	Sweep	0.00%	1,266,179.19	617,037.00	1,509,104.50	Sweep	1,509,104.50	1,509,104.50	
Local Agency Investment Fund (LAIF)	N/A	0.55%	563,803.52	0.00	563,803.52	N/A	563,803.52	563,803.52	
TOTAL			1,831,982.71	617,037.00	2,072,908.02		2,072,908.02	2,072,908.02	

* The Interest Bearing Checking and LAIF accounts contain idle funds of the City of Marina and the City of Marina as Successor Agency to the Marina Redevelopment Agency. The interest checking account is allocated to each entity on the basis of the accounting transactions recorded for the pooled checking account. LAIF accounts are registered and accounted for in the separate names of each entity. Revolving Loan, Money Market & Trustee accounts contain City resources only.

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 May 18, 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 June 21, 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 July 6, 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 6th day of July 2016, and was passed and adopted at a regular meeting duly held on the 19th day of July 2016, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Acting 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	\$3,702	\$797	\$ 6,981	\$ 1,692	\$ 8,017	\$ 21,189
Senior Homes	\$2,468	\$531	\$ 2,698	\$ 654	\$ 5,345	\$ 11,697
Assisted Living - Senior	\$1,371	\$295	\$ 1,936	\$ 469	\$ 2,969	\$ 7,041
Multi-Family Dwellings	\$3,428	\$738	\$ 4,876	\$ 1,182	\$ 7,423	\$ 17,647
Mobile Home Park	\$3,428	\$738	\$ 3,659	\$ 887	\$ 7,423	\$ 16,135
Campground/RV Park	\$3,428	\$738	\$ 1,980	\$ 480	\$ 7,423	\$ 14,049
Non-residential						
Office/Research	\$263	\$492	\$ 8,088	\$ 1,960	\$ -	\$ 10,803
Retail/Service	\$158	\$295	\$ 13,593	\$ 3,295	\$ -	\$ 17,340
Industrial	\$53	\$98	\$ 5,111	\$ 1,239	\$ -	\$ 6,501
Hotel	\$71	\$133	\$ 5,991	\$ 1,452	\$ -	\$ 7,647
Church	\$53	\$98	\$ 6,680	\$ 1,619	\$ -	\$ 8,450
Day Care Center	\$210	\$394	\$ 54,306	\$ 13,163	\$ -	\$ 68,072
Animal Hospital/Veterinary Clinic	\$315	\$590	\$ 34,610	\$ 8,389	\$ -	\$ 43,905
Medical/Dental Office Building	\$315	\$590	\$ 26,493	\$ 6,421	\$ -	\$ 33,820
Casino/Video Lottery	\$315	\$590	\$ 98,478	\$ 23,869	\$ -	\$ *
Casino	\$315	\$590	\$ 28,913	\$ 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.						