



AGENDA

Tuesday, August 16, 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. Conference with Legal Counsel - Anticipated Litigation – Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of CA Govt. Code Section 54956.9 – One Case

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

4. **MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE** (Please stand)
5. **SPECIAL PRESENTATIONS:**
 - a. **Recreation Quarterly Awards**
 - i. **NFL Punt-Pass-Kick**
 - ii. **Elks Hoopshoot City Winners**
 - iii. **Elks Hotshot City Winners**
 - iv. **MLB Pitch-Hit-Run City Winners**
 - v. **Nor-Cal State Track Meet Participants**
 - b. **Recreation Announcements**
6. **SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR:** *Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council's jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council*
7. **CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY:** *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*
8. **CONSENT AGENDA:** *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*
 - a. **ACCOUNTS PAYABLE:**
 - (1) Accounts Payable Check Numbers 79504-79655, totaling \$383,660.21
Wire transfers from Checking & Payroll for June 2016 totaling: \$1,500,950.99
 - b. **MINUTES:**
 - (1) August 3, 2016, Regular City Council Meeting

- c. CLAIMS AGAINST THE CITY: None
- d. AWARD OF BID: None
- e. CALL FOR BIDS: None
- f. ADOPTION OF RESOLUTIONS: None
- g. APPROVAL OF AGREEMENTS:
 - (1) City Council consider adopting Resolution No. 2016-, approving Amendment No. 1 to Franchise Agreement between City of Marina and GreenWaste Recovery, Inc. for Solid Waste, Recycling, and Organics Collection Service; and authorize the Mayor to execute it for and on behalf of the City.
 - (2) City Council consider adopting Resolution No. 2016, Approving an Agreement between the City of Marina and Diablo Engineering Group of Oakland, California, for Preliminary Engineering Services for the 2nd Avenue Extension and Patton Parkway Connection, and; authorizing the City Manager to execute the Agreement on behalf of the City subject to final review and approval by the City Attorney.
 - (3) City Council consider adopting Resolution No. 2016-, approving reimbursement agreement between City of Marina and the Federal Bureau of Investigation for the Federal Bureau of Investigation to reimburse the City of Marina for the planning, engineering and legal services and for construction and furnishing Building 504 at the Marina Municipal Airport for the proposed use of said building by the Federal Bureau of Investigations, and; authorize Finance Director to make necessary accounting and budgetary entries, and; authorize City Manager to execute reimbursement agreement on behalf of City subject to final review by the City Attorney.
- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:
 - (1) City Council consider adopting Resolution No. 2016-, accepting the Imjin Pkwy Bike Lane Project, and; authorizing filing of Notice of Completion with Monterey County Recorder's Office.
 - (2) City Council consider adopting Resolution No. 2016-, accepting the 2015 Transportation Enhancement Project, and; authorizing filing of Notice of Completion with Monterey County Recorder's Office.
- i. MAPS: None
- j. REPORTS: (RECEIVE AND FILE): None
- k. FUNDING & BUDGET MATTERS:
 - (1) City Council consider adopting Resolution No. 2016-, approving appropriation of Abrams B Bond proceeds for City Capital Improvement Program (CIP) projects, and; authorize Finance Director to make necessary budgetary and accounting entries subject to final review and approval by Bond Counsel.
- l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS:

- (1) City Council consider appointment to Economic Development Commission: James Stahl. Seat Expiring February 2018.

9. PUBLIC HEARINGS: None

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

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

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

- a. City Council consider adopting Resolution No. 2016-, approving an update to the Monterey County Multi-Jurisdictional Hazard Mitigation Plan, and; adopt the Monterey County Multi-Jurisdictional Hazard Mitigation Plan as an official plan of the City of Marina. ***Continued from August 3, 2016***
- b. City Council consider adopting Resolution No. 2016-, delegating authority to the City Manager, or his designee, to “allow, compromise, or settle a claim” governed by the Tort Claims Act, California Government Code Sections 900 *et seq*, which do not exceed \$15,000.00; and, rescind Resolution No 2003-130, which allows the City Manager to settle claims not exceeding \$1,000.00.

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

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

13. ADJOURNMENT:

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 6:30 p.m., Friday, August 12, 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, September 7, 2016**
Tuesday, September 20, 2016

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

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

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

**** Regular Meeting rescheduled due to Monday Holiday**

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

CITY HALL HOLIDAYS
(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

August 17, 2016	September 21, 2016	November 16, 2016
	October 19, 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.

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.

August 25, 2016	October 13, 2016	November 10, 2016
September 8, 2016	October 27, 2016	November 24, 2016 (Cancelled)
September 22, 2016		December 8, 2016
		December 22, 2016 (Cancelled)

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

August 18, 2016	September 15, 2016	November 17, 2016
	October 20, 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
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AP Check Register 08-05-16

Bank Account: 024 - Accounts Payable ZBA
Batch Date: 08/05/2016

Agenda Item: 8a
City Council Meeting of
August 16, 2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 024 - Accounts Payable ZBA					
Check	08/05/2016	79504 Accounts Payable	A&B Fire Protection and Safety, Inc.		9,529.00
	Invoice	Date	Description		Amount
		1316555-IN	06/30/2016	Airport Bldg. 510_Sprinkler System Repair	9,529.00
Check	08/05/2016	79505 Accounts Payable	Ace Hardware		15.15
	Invoice	Date	Description		Amount
		059581	08/01/2016	Main & Repair	15.15
Check	08/05/2016	79506 Accounts Payable	Allstar Fire Equipment Inc.		123.83
	Invoice	Date	Description		Amount
		191427	07/13/2016	(2) pairs of Fusion Structure Gloves	123.83
Check	08/05/2016	79507 Accounts Payable	Applied Real Estate Inspections		900.00
	Invoice	Date	Description		Amount
		82161	08/02/2016	Initial Mold Inspection Phase 2- City Hall	900.00
Check	08/05/2016	79508 Accounts Payable	Aramark Uniform Service		167.80
	Invoice	Date	Description		Amount
		757493544	07/25/2016	Uniform Service - Public Works Crew	38.01
		757493543	07/25/2016	Uniform Service - Public Works Crew	41.95
		757493545	07/25/2016	Uniform Service - Public Works Crew	43.44
		757493542	07/25/2016	Uniform Service - Public Works Crew	44.40
Check	08/05/2016	79509 Accounts Payable	ARC		184.20
	Invoice	Date	Description		Amount
		1500941	07/25/2016	Reprint - Spec Del Monte/Beach Roundabout	184.20
Check	08/05/2016	79510 Accounts Payable	Bogner Sheet Metal		350.00
	Invoice	Date	Description		Amount
		12129	07/28/2016	Maint & Repair - AC @ Pub Safety Bldg	350.00
Check	08/05/2016	79511 Accounts Payable	Branch's Janitorial		4,019.47
	Invoice	Date	Description		Amount
		225804	07/25/2016	July Janitorial Services	2,059.47
		225805	07/25/2016	Janitorial Service July 2016	1,960.00

AP Check Register 08-05-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/05/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/05/2016	79512 Accounts Payable	Chevron		589.19
	Invoice	Date	Description		Amount
	47971404	07/22/2016	Gas 6/22 thru 7/21/16 7/22/16		589.19
Check	08/05/2016	79513 Accounts Payable	Cindy Camacho		250.00
	Invoice	Date	Description		Amount
	07-23-16 vd	07/23/2016	Rental Deposit Refunds		250.00
Check	08/05/2016	79514 Accounts Payable	Comcast		168.96
	Invoice	Date	Description		Amount
	07-14-16	07/14/2016	July 19 - August 18, 2016		168.96
Check	08/05/2016	79515 Accounts Payable	Commercial Environment Landscape		2,500.00
	Invoice	Date	Description		Amount
	2796-0616	06/01/2016	Airport Landscape Services		2,500.00
Check	08/05/2016	79516 Accounts Payable	CSG Consultants		135,620.00
	Invoice	Date	Description		Amount
	7995	07/18/2016	CSG - Phase 1C Dunes CFD (05/28/16 - 06/30/16)		525.00
	7994	07/18/2016	CSG - Locke Paddon (05/28/16 - 06/30/16)		52.50
	7179	05/20/2016	FEMA - 6300.190.08 (02/27/16 - 04/29/16)		280.00
	8000	07/18/2016	Imjin/SR1 Signalization (05/28/16 - 06/30/16)		1,640.00
	7997	07/18/2016	CIP - Admin Engineering (05/28/16 - 06/30/16)		1,522.50
	7996	07/18/2016	R55 Improv Beach Rd & Reservation (05/28/16 - 06/30/16)		420.00
	7999	07/18/2016	Del Monte/Beach Signalization (05/28/16 - 06/30/16)		2,835.00
	7998	07/18/2016	Imjin PKWY Widening R46B (05/28/16 - 06/30/16)		840.00
	8001	07/18/2016	FAE- B1 Imjin Office Park (05/28/16 - 06/30/16)		1,885.00
	8002	07/18/2016	FAE - V1 - VA Clinic (05/28/16 - 06/30/16)		1,225.00
	8003	07/18/2016	FAE Eng Svc -DU3 - 1C Phase 3 (05/28/16 - 06/30/16)		7,595.00
	8004	07/18/2016	FAE - DU2 - 1C Dunes Phase 2 (05/28/16 - 06/30/16)		1,127.50
	8121	07/21/2016	Permits/Dev Plan (05/28/16 - 06/30/16)		1,240.00
	8005	07/18/2016	CSG - FAE M6 - Medical Office Bldg (05/28/16 - 06/30/16)		440.00
	8006	07/18/2016	Marina Dev Projects (05/28/16 - 06/30/16)		525.00
	8007	07/18/2016	CSG - FAE M5 Spring Hill Marriott (05/28/16 - 06/30/16)		510.00
	8008	07/18/2016	FAE S1 - 9th St. Improvement (05/28/16 - 06/30/16)		1,407.50

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AP Check Register 08-05-16

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Batch Date: 08/05/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		8009	07/18/2016	FAE DU5 - Casual Fast Food (05/28/16 - 06/30/16)	6,630.00
		8059	07/18/2016	Building Inspection (05/28/16 - 06/30/16)	19,007.50
		8018	07/18/2016	Eng Svc -TAMC (05/28/16 - 06/30/16)	315.00
		8014	07/18/2016	RWQCB - Eng Svc (05/28/16 - 06/30/16)	997.50
		8010	07/18/2016	FORA - Eng Svc (05/28/16 - 06/30/16)	760.00
		8013	07/18/2016	FEMA - 6300.190.08 (05/28/16 - 06/30/16)	210.00
		8015	07/18/2016	Permits/Dev (05/28/16 - 06/30/16)	5,685.00
		8012	07/18/2016	CSG - MST (05/28/16 - 06/30/16)	787.50
		8016	07/18/2016	CSG - Waste Management (05/28/16 - 06/28/16)	315.00
		8017	07/18/2016	Staff Augmentation (01/01/16 - 06/30/16)	10,482.50
		6987	04/21/2016	Permits/Dev (02/27/16 - 03/25/16)	7,695.00
		8011	07/18/2016	RWQCB - Eng Svc (05/28/16 - 06/30/16)	1,360.00
		6399	03/25/2016	FAE - DU2 - 1C Dunes Phase 2 (01/30/16 - 02/26/16)	3,745.00
		7062	05/20/2016	CSG Eng -Seabreeze LMD (03/26/16 -04/26/16)	1,167.50
		7239	05/20/2016	Building Inspection (03/26/16 - 04/29/16)	16,600.00
		7575	06/17/2016	Building Inspection (04/30/16 - 05/27/16)	16,200.00
		8067	07/19/2016	Del Monte/Beach Roundabout & SR! (05/28/16 - 06/30/16)	17,550.00
		5825	03/01/2016	Inspection by John Fitch @ VA Clinic	760.00
		7531	06/17/2016	Inspections by Shiela Donovan and Jim Dias	855.00
		7271	05/20/2016	Inspections by Jim Diaz	427.50
Check	08/05/2016	79517 Accounts Payable	DJ Booth Music Company		27.28
	Invoice		Date	Description	Amount
		3741	06/20/2016	speaker stand	27.28
Check	08/05/2016	79518 Accounts Payable	Employment Development Department		4,444.81
	Invoice		Date	Description	Amount
		L1714511808	07/28/2016	Employment Development Department (2nd Quarter)	4,444.81
Check	08/05/2016	79519 Accounts Payable	First Alarm		109.26
	Invoice		Date	Description	Amount
		935718	06/15/2016	City Council Chambers Alarm Monitoring - July-Sept 2016	109.26
Check	08/05/2016	79520 Accounts Payable	Granite Construction Co.		47.20
	Invoice		Date	Description	Amount
		1014384	07/19/2016	Bucket Charges	47.20

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AP Check Register 08-05-16

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Batch Date: 08/05/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/05/2016	79521 Accounts Payable	Graniterock/Pavex Construction		244.50
	Invoice	Date	Description		Amount
		974474	07/23/2016	Street Materials- Cold Mix	244.50
Check	08/05/2016	79522 Accounts Payable	Hayon Inc,		100.00
	Invoice	Date	Description		Amount
		07222016	07/22/2016	Car wash services - June 2016	100.00
Check	08/05/2016	79523 Accounts Payable	Howard'S Upholstery		153.42
	Invoice	Date	Description		Amount
		8507	07/25/2016	Gray Cloth & Foam Upholstery - Unit 882	153.42
Check	08/05/2016	79524 Accounts Payable	Hub International Insurance Services		924.50
	Invoice	Date	Description		Amount
		04-30-16	04/30/2016	Rental Insurance Fees	493.60
		06-30-16	06/30/2016	Rental Insurance Fees	430.90
Check	08/05/2016	79525 Accounts Payable	Imperial Supplies Inc.		446.28
	Invoice	Date	Description		Amount
		NW6901	07/12/2016	Plug & Patch Stem & Latex Gloves	446.28
Check	08/05/2016	79526 Accounts Payable	Jorge Castillejos		500.00
	Invoice	Date	Description		Amount
		07-23-16 cc	07/23/2016	Rental Deposit Refunds	500.00
Check	08/05/2016	79527 Accounts Payable	Jose Ojendis Marquez		500.00
	Invoice	Date	Description		Amount
		07-16-16 cc	07/16/2016	Rental Deposit Refunds	500.00
Check	08/05/2016	79528 Accounts Payable	L-3 Communications		1,146.55
	Invoice	Date	Description		Amount
		0242582-IN	07/05/2016	Cameras rear set and installation kit	892.35
		0243023-IN	07/20/2016	Voice Link Plus Transmitter	254.20
Check	08/05/2016	79529 Accounts Payable	L.N. Curtis & Sons		83.72
	Invoice	Date	Description		Amount
		INV40175	07/22/2016	Batteries for flashlight on #5413	83.72

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/05/2016	79530 Accounts Payable	Marina Coast Water District		3,416.66
	Invoice	Date	Description		Amount
	012016000 072216	07/22/2016	012016 000 - 199 Paddon Pl Locke Paddon (06/25/16 - 07/22/16)		105.59
	000056045 072216	07/22/2016	000056 045 - 3100 Preston Park Irrig (06/25/16 - 07/22/16)		2,438.10
	000056046 072216	07/22/2016	000056 046 - 3100 Preston Park Bldg (06/25/16 - 07/22/16)		134.47
	000056042 072216	07/22/2016	000056 042 - 3040 Lake Dr, Animal Shelter (06/25/16 - 07/22/16)		105.38
	000056006 072216	07/22/2016	000056 006 188 Seaside Cir (06/25/16 - 07/22/16)		49.72
	000056061 072216	07/22/2016	000056 061 - Seaside and Reservation (06/25/16 - 07/22/16)		68.65
	000056028 072216	07/22/2016	000056 028 - ROW Calif Ave and Jerry (06/25/16 - 07/22/16)		54.96
	000056040 072216	07/22/2016	000056 040 - Center Median Hilo Ave (06/25/16 - 07/22/16)		97.97
	014874000 072916	07/29/2016	014874 000 - 289 12th St. Police Sub Sta (07/01/16 - 07/29/16)		113.42
	000056036 072916	07/29/2016	000056 036 - Center Median 2nd Ave (07/01/16 - 07/29/16)		124.20
	000056037 072916	07/29/2016	000056 037 - 2nd Avenue Irrigation (07/01/16 - 07/29/16)		124.20
Check	08/05/2016	79531 Accounts Payable	Marina Grocery Outlet		1,158.15
	Invoice	Date	Description		Amount
	06-01-16 sc	06/01/2016	Senior Center Purchases		15.35
	06-02-16 sc	06/02/2016	Senior Center Purchases		47.70
	06-03-16 sc	06/03/2016	Senior Center Purchases		104.71
	06-06-16 sc	06/06/2016	Senior Center Purchases		50.41
	06-07-16 sc	06/07/2016	Senior Center Purchases		13.71
	06-10-16 sc	06/10/2016	Senior Center Purchases		129.76
	06-16-16 sc	06/16/2016	Senior Center Purchases		65.76
	06-27-16 sc	06/27/2016	Senior Center Purchases		46.17
	06-28-16 sc	06/28/2016	Senior Center Purchases		29.44
	06-29-16 sc	06/29/2016	Senior Center Purchases		15.54
	06-01-16 sd	06/01/2016	Teen Center Breakfast		35.64
	06-07-16 con	06/07/2016	Concessions		14.07
	06-11-16 con	06/11/2016	Concessions		86.44
	06-20-16 con	06/20/2016	Concessions		282.21
	06-29-16 con	06/29/2016	Concessions		221.24
Check	08/05/2016	79532 Accounts Payable	Maynard Group Inc.		919.88
	Invoice	Date	Description		Amount
	P229195	08/01/2016	Platinum Service Maintenance Coverage 8/1/16		919.88

AP Check Register 08-05-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/05/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/05/2016	79533 Accounts Payable	Michael Baker International, Inc.		1,699.28
	Invoice		Date	Description	Amount
		949775	07/28/2016	Del Monte & Beach Roundabout (06/23/16 - 07/30/16)	1,699.28
Check	08/05/2016	79534 Accounts Payable	Monterey Auto Supply		257.74
	Invoice		Date	Description	Amount
		433297	07/26/2016	Veh - Maint Parts & Supply - Unit 867	130.68
		433524	07/27/2016	Veh - Maint Parts & Supply	46.10
		433653	07/27/2016	Veh - Maint Parts & Supply	24.26
		433673	07/27/2016	Veh - Maint Parts & Supply	56.70
Check	08/05/2016	79535 Accounts Payable	Monterey Bay Air Resources District		276.00
	Invoice		Date	Description	Amount
		2796-072816	07/28/2016	Toxics - 3040 Lake Ct	276.00
Check	08/05/2016	79536 Accounts Payable	Monterey County Herald		1,053.78
	Invoice		Date	Description	Amount
		0005735510	05/20/2016	Del Monte/Beach Project (05/20/16 - 06/03/16)	1,053.78
Check	08/05/2016	79537 Accounts Payable	Monterey County Peace Officers Association		675.00
	Invoice		Date	Description	Amount
		2016051R	08/01/2016	Range Fee for July 2016	675.00
Check	08/05/2016	79538 Accounts Payable	Monterey Regional Waste Management District		30.00
	Invoice		Date	Description	Amount
		1507082	07/12/2016	Trash from evidence cage & airport building 7/12/16	15.00
		1507286	07/13/2016	Trash from evidence cage & airport building 7/13/16	15.00
Check	08/05/2016	79539 Accounts Payable	Monterey Tire Service		2,461.46
	Invoice		Date	Description	Amount
		1 - 72796	07/29/2016	GoodYear Tires - Unit 893	290.38
		1 - 72614	07/20/2016	City Wide - Tires	2,171.08
Check	08/05/2016	79540 Accounts Payable	My Chevrolet		9.52
	Invoice		Date	Description	Amount

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AP Check Register 08-05-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/05/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		57966CVR	07/22/2016	Cover - Unit 882	9.52
Check	08/05/2016	79541 Accounts Payable	National Fire Protection-NFPA		175.00
		Invoice	Date	Description	Amount
		6702627X	07/06/2016	Membership Renewal for Doug McCoun	175.00
Check	08/05/2016	79542 Accounts Payable	New Image Landscape Co.		1,735.00
		Invoice	Date	Description	Amount
		2016-00002673	06/30/2016	Landscaping	1,735.00
Check	08/05/2016	79543 Accounts Payable	Nextel Communications		358.00
		Invoice	Date	Description	Amount
		866147022-167	07/22/2016	cell phone bill	358.00
Check	08/05/2016	79544 Accounts Payable	Office Depot		110.62
		Invoice	Date	Description	Amount
		1951015622	06/27/2016	Office Supplies - Paper for Fireworks Flyers	110.62
Check	08/05/2016	79545 Accounts Payable	Office Depot		133.83
		Invoice	Date	Description	Amount
		852035535001	07/20/2016	Office Supplies	146.80
		848362677001	07/06/2016	Credit Memo	(22.90)
		848361619002	07/21/2016	Office Depot	9.93
Check	08/05/2016	79546 Accounts Payable	OPA Chemicals, LLC		96.06
		Invoice	Date	Description	Amount
		INV0066	06/21/2016	Weed Killer for Airport	96.06
Check	08/05/2016	79547 Accounts Payable	Pacific Gas & Electric		6,763.60
		Invoice	Date	Description	Amount
		313-6.JUL16	07/27/2016	PG&E 6793435313-6	6,763.60
Check	08/05/2016	79548 Accounts Payable	Peninsula Messenger LLC		280.00
		Invoice	Date	Description	Amount
		121303	07/31/2016	Courier Service 7/31/16	280.00
Check	08/05/2016	79549 Accounts Payable	Pinnacle Healthcare		70.00

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AP Check Register 08-05-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/05/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		Invoice	Date	Description	Amount
		9411611026	07/21/2016	Shredding Service 7/21/16	100.33
Check	08/05/2016	79556 Accounts Payable	Sierra Springs & Alhambra		99.09
		Invoice	Date	Description	Amount
		14225799 071316	07/13/2016	CDD - Sierra Spring - Water Svc	42.94
		7266038 071516	07/15/2016	Water Cooler Rental and Replacement Water - City Hall	56.15
Check	08/05/2016	79557 Accounts Payable	SpeakWrite		135.02
		Invoice	Date	Description	Amount
		Offfa46a	08/01/2016	Transcription Service for July 2016	135.02
Check	08/05/2016	79558 Accounts Payable	SWCA Environmental Consultants		7,511.50
		Invoice	Date	Description	Amount
		53543	06/28/2016	Airport Botanical Surveys	7,511.50
Check	08/05/2016	79559 Accounts Payable	Toshiba Financial Services		496.55
		Invoice	Date	Description	Amount
		309724300	07/25/2016	Copier Maintenance-Records 7/25/16	496.55
Check	08/05/2016	79560 Accounts Payable	Transportation Agency of Monterey County		11,070.80
		Invoice	Date	Description	Amount
		2012-192	07/26/2016	Development Impact Fees (01/01/12 - 02/28/14)	6,310.02
		2016-132	06/28/2016	Development Impact Fees (11/01/15 - 05/30/16)	4,760.78
Check	08/05/2016	79561 Accounts Payable	Underground Service Alert		583.30
		Invoice	Date	Description	Amount
		16070230	07/20/2016	Annual Membership Renewal	583.30
Check	08/05/2016	79562 Accounts Payable	United Parcel Service		36.77
		Invoice	Date	Description	Amount
		00008Y4481286	07/09/2016	Shipping fire plans to Art Black	20.63
		00008Y4481296	07/16/2016	Shipping fire plans to Art Black	16.14
Check	08/05/2016	79563 Accounts Payable	United Site Services		206.52
		Invoice	Date	Description	Amount
		114-4250638	07/20/2016	Toilet Rentals - Corner Beach Rd - De Forest	206.52

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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/05/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/05/2016	79564 Accounts Payable	Universal Staffing		348.75
	Invoice		Date	Description	Amount
		101552	07/26/2016	Evans/07-23-16	348.75
Check	08/05/2016	79565 Accounts Payable	Valley Saw & Garden Equipment		106.25
	Invoice		Date	Description	Amount
		10495	07/21/2016	Veh - Maint & Repair	106.25
Check	08/05/2016	79566 Accounts Payable	Verizon Wireless		1,695.85
	Invoice		Date	Description	Amount
		9768928008	07/18/2016	CDD Cell Phones	290.94
		9768866905	07/18/2016	Cell Phone Billing 6/19 thru 7/18/16	1,404.91
Check	08/05/2016	79567 Accounts Payable	Rabobank Visa Cardmember Service		68.95
	Invoice		Date	Description	Amount
		07-27-16	07/27/2016	Visa Purchases for D. McCoun	68.95
Check	08/05/2016	79568 Accounts Payable	Cardmember Service		2.00
	Invoice		Date	Description	Amount
		06-27-16	06/27/2016	Airport Visa Card	2.00
Check	08/05/2016	79569 Accounts Payable	Rabobank Visa Cardmember Service		25.00
	Invoice		Date	Description	Amount
		07-27-16	07/27/2016	Visa Purchases for B Hinckley	25.00
Check	08/05/2016	79570 Accounts Payable	Rabobank Visa Card Cardmember Service		308.42
	Invoice		Date	Description	Amount
		07-27-16	07/27/2016	Evidence Supplies 6/27/16	308.42
Check	08/05/2016	79571 Accounts Payable	Rabobank Visa Card Cardmember Service		1,603.22
	Invoice		Date	Description	Amount
		07-27-16	07/27/2016	Visa - Rodriguez 6/28 thru 7/27/16	1,603.22
Check	08/05/2016	79572 Accounts Payable	Zee Service Co.		55.97
	Invoice		Date	Description	Amount
		66606695	07/08/2016	bandages & supplies	55.97
Check	08/05/2016	79573 Accounts Payable	Zoom Imaging Solutions		355.02

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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/05/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	1664616		07/25/2016	Copier Meter Read - Records 7/25/16	210.43
	1666743		07/28/2016	Copier Meter Read - Patrol 7/28/16	126.20
	1664618		07/25/2016	Copier Meter Read - Patrol 7/25/16	18.39
Check	08/05/2016	79574 Accounts Payable		AFLAC - Attn.:Remittance Process	2,626.68
	Invoice		Date	Description	Amount
	07-29-16		07/29/2016	71 - AFLAC Cancer Post-Tax*	2,626.68
Check	08/05/2016	79575 Accounts Payable		Discovery Benefits, Inc.	121.54
	Invoice		Date	Description	Amount
	07-29-16		07/29/2016	94 - Medical Care FSA	121.54
Check	08/05/2016	79576 Accounts Payable		Franchise Tax Board - State of CA	100.00
	Invoice		Date	Description	Amount
	07-29-16		07/29/2016	551 - Garnishment (FTB) \$	100.00
Check	08/05/2016	79577 Accounts Payable		ICMA Retirement Trust	6,970.25
	Invoice		Date	Description	Amount
	07-29-16		07/29/2016	12 - ICMA 457 %*	6,970.25
Check	08/05/2016	79578 Accounts Payable		Marina Employees Association	135.00
	Invoice		Date	Description	Amount
	07-29-16		07/29/2016	24 - MEA Dues	135.00
Check	08/05/2016	79579 Accounts Payable		Marina Police Association-MPOA	260.00
	Invoice		Date	Description	Amount
	07-29-16		07/29/2016	23 - MPOA Dues	260.00
Check	08/05/2016	79580 Accounts Payable		Marina Professional Fire Fighters Association	200.00
	Invoice		Date	Description	Amount
	07-29-16		07/29/2016	35 - MPFFA Dues	200.00
Check	08/05/2016	79581 Accounts Payable		Marina Public Safety Management Association	100.00
	Invoice		Date	Description	Amount

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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/05/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	07-29-16		07/29/2016	19 - MPSMA Dues	100.00
Check	08/05/2016	79582 Accounts Payable	Nationwide Retirement		1,477.93
	Invoice		Date	Description	Amount
	07-29-16		07/29/2016	10 - Nationwide 457 %*	1,477.93
Check	08/05/2016	79583 Accounts Payable	Police Officers Association - POA		1,404.00
	Invoice		Date	Description	Amount
	07-29-16		07/29/2016	25 - POA Dues	1,404.00
Check	08/05/2016	79584 Accounts Payable	Premier Access Insurance - Dept. 34114		248.50
	Invoice		Date	Description	Amount
	08-01-16		08/01/2016	Prem Access Adm Fee (08/2016)	248.50
Check	08/05/2016	79585 Accounts Payable	Standard Insurance Company		1,243.20
	Invoice		Date	Description	Amount
	08-01-16		08/01/2016	92 - Additional/Supplemental Life Ins*	1,231.14
	08-01-16.		08/01/2016	Standard Life Insurance	12.06
024 Accounts Payable ZBA Totals:			Transactions: 82		\$261,594.73
Checks:	82		\$261,594.73		

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AP Check Register 08-12-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/12/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 024 - Accounts Payable ZBA					
Check	08/12/2016	79586 Accounts Payable	A-1 Sweeping Service		785.00
	Invoice	Date	Description		Amount
	JULY2016	07/14/2016	Airport_Contract Sweeping Services		785.00
Check	08/12/2016	79587 Accounts Payable	Abbott's Pro-Power		498.14
	Invoice	Date	Description		Amount
	95852	07/26/2016	TRB Spindle - ASM - Unit 148		498.14
Check	08/12/2016	79588 Accounts Payable	Ace Hardware		408.14
	Invoice	Date	Description		Amount
	059452	07/19/2016	Airport_Wasp Spray		22.78
	059502	07/22/2016	Airport_Replace Ground Cable-100LL Fuel St.		53.77
	059539	07/27/2016	Airport_Supplies for Fuel Farm Wireless Connect		58.31
	059542	07/28/2016	Airport_Supplies for Fuel Farm Wireless Connect		8.03
	059609	08/02/2016	Airport_Replace Ground Cable - Jet A Fuel St.		55.49
	059555	07/28/2016	Bldg Maint & Repair		26.22
	059556	07/28/2016	Elbow 90 3/4"		5.41
	059642	08/04/2016	Ace Roller & Multi - Mix		8.45
	059623	08/03/2016	Street Material		21.71
	059622	08/03/2016	Bldg Maint & Repair		28.95
	059600	08/02/2016	Bldg Maint & Repair		29.30
	059592	08/02/2016	Bldg Maint & Repair		20.61
	059670	08/08/2016	Bldg Maint & Repair		9.77
	059646	08/05/2016	Sprinkler		29.32
	059655	08/05/2016	Bldg Maint & Repair		13.01
	059656	08/05/2016	Bldg Maint & Repair		13.01
	127.Jul16	07/31/2016	FY15-16 Finance Charges		4.00
Check	08/12/2016	79589 Accounts Payable	American Supply Co.		596.35
	Invoice	Date	Description		Amount
	2735479	08/08/2016	Clean Supplies		596.35
Check	08/12/2016	79590 Accounts Payable	Anderson Pacific		586.00
	Invoice	Date	Description		Amount

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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/12/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	419-08				586.00
Check	08/12/2016	79591 Accounts Payable	Imjin Pkwy Bike Lane Project (Reimbursement State Water Resour)		271.33
	Invoice	Date	Description		Amount
	757505243	08/01/2016	Uniform Service - Public Works Crew		44.40
	757505244	08/01/2016	Uniform Service - Public Works Crew		145.48
	757505245	08/01/2016	Uniform Service - Public Works Crew		38.01
	757505246	08/01/2016	Uniform Service - Public Works Crew		43.44
Check	08/12/2016	79592 Accounts Payable	Aramark Uniform Service		158.58
	Invoice	Date	Description		Amount
	08-01-16	08/01/2016	AT&T - Airport Phone 8/1/16		18.81
	07-27-16	08/09/2016	AT&T - U-Verse 6/28 thru 7/27/16		139.77
Check	08/12/2016	79593 Accounts Payable	AT & T		755.17
	Invoice	Date	Description		Amount
	000008366618	07/20/2016	Airport_T1 Line Charges		165.95
	000008386652	07/28/2016	CALNET3-9391023437 (384-0425)		17.54
	000008386654	07/28/2016	CALNET3-9391023439 (384-0552)		19.34
	000008386655	07/28/2016	CALNET3-9391023440 (384-0860)		19.35
	000008386656	07/28/2016	CALNET3-9391023441 (384-0888)		55.39
	000008386657	07/28/2016	CALNET3-9391023442 (384-1702)		19.34
	000008386658	07/28/2016	CALNET3-9391023443 (384-2081)		36.81
	000008386659	07/28/2016	CALNET3-9391023444 (384-2083)		36.81
	000008386663	07/28/2016	CALNET3-9391023448 (384-2934)		19.34
	000008386664	07/28/2016	CALNET3-9391023449 (384-2967)		21.41
	2017-00000344	07/28/2016	CALNET3-9391023452 (384-3717)		17.46
	000008386671	07/28/2016	CALNET3-9391023456 (384-4718)		19.34
	000008386672	07/28/2016	CALNET3-9391023457 (384-5140)		17.46
	000008386678	07/28/2016	CALNET3-9391023461 (384-7238)		19.34
	000008386679	07/28/2016	CALNET3-9391023462 (384-7547)		21.78
	000008386680	07/28/2016	CALNET3-9391023463 (384-7854)		19.34
	000008386683	07/28/2016	CALNET3-9391023466 (384-8477)		36.81
	000008386684	07/28/2016	CALNET3-9391023467 (384-8760)		17.46
	000008386685	07/28/2016	CALNET3-9391023468 (384-9148)		19.60
	000008386686	07/28/2016	CALNET3-9391023469 (384-9337)		19.34

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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/12/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		000008386687	07/28/2016	CALNET3--9391023470 (384-9682)	17.46
		000008385257	07/27/2016	CALNET3-9391023471 (582-0100)	41.18
		000008385259	07/27/2016	CALNET3-9391023473 (582-2398)	19.33
		000008385261	07/27/2016	CALNET3-9391023475 (582-9032)	19.33
		000008385262	07/27/2016	CALNET3-9391023476 (582-9611)	19.33
		000008385263	07/27/2016	CALNET3-9391023477 (582-9803)	19.33
Check	08/12/2016	79594 Accounts Payable	Big Creek Lumber		527.08
	Invoice	Date	Description		Amount
		611184	08/03/2016	Playground Material - Community Center Playground	527.08
Check	08/12/2016	79595 Accounts Payable	California Department of Justice		143.00
	Invoice	Date	Description		Amount
		178940	08/05/2016	Live Scan Results July 2016	143.00
Check	08/12/2016	79596 Accounts Payable	Cintas Corporation		60.53
	Invoice	Date	Description		Amount
		630155338	08/08/2016	Mat Service - Police/Fire 8/8/16	60.53
Check	08/12/2016	79597 Accounts Payable	Commercial Environment Landscape		2,500.00
	Invoice	Date	Description		Amount
		2796-0816	08/01/2016	Airport Landscape Services	2,500.00
Check	08/12/2016	79598 Accounts Payable	CSG Consultants		973.75
	Invoice	Date	Description		Amount
		7904	07/15/2016	Inspections by Jim Diaz	973.75
Check	08/12/2016	79599 Accounts Payable	Directv		5.00
	Invoice	Date	Description		Amount
		29092515605	07/26/2016	Airport_TV Service for Pilot's Lounge	5.00
Check	08/12/2016	79600 Accounts Payable	Edwin Hollister		500.00
	Invoice	Date	Description		Amount
		08-06-16 cc	08/06/2016	Deposit Refund	500.00
Check	08/12/2016	79601 Accounts Payable	Epic Aviation		15,858.76
	Invoice	Date	Description		Amount

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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/12/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		6884011	07/27/2016	Airport_Jet A Fuel Purchase	15,858.76
Check	08/12/2016	79602 Accounts Payable	FedEx		34.94
		Invoice	Date	Description	Amount
		5-496-74878	07/29/2016	Shipment to FAA	34.94
Check	08/12/2016	79603 Accounts Payable	Ferguson Enterprise, Inc. # 1423		768.01
		Invoice	Date	Description	Amount
		4886854	07/28/2016	Bldg Maint & Repair - Teen Center	768.01
Check	08/12/2016	79604 Accounts Payable	First Alarm		735.42
		Invoice	Date	Description	Amount
		939796	07/15/2016	Fire Alarm Monitoring Services_B510	426.42
		932622	06/15/2016	Fire & Burglar Alarm Svc - CDD (07/01/16 - 09/30/16)	309.00
Check	08/12/2016	79605 Accounts Payable	Gavilan Pest Control		1,225.00
		Invoice	Date	Description	Amount
		0100159	07/31/2016	Airport Pest Control Services	1,150.00
		0100160	07/31/2016	Airport Pest Control Services_B504	75.00
Check	08/12/2016	79606 Accounts Payable	George T. Powell		950.00
		Invoice	Date	Description	Amount
		08012016	08/01/2016	Parking Rental-Police/Fire 8/1/16	950.00
Check	08/12/2016	79607 Accounts Payable	Graniterock/Pavex Construction		1,204.56
		Invoice	Date	Description	Amount
		975851	07/31/2016	Cold Mix 2311-131	519.58
		975742	07/31/2016	Cold Mix	463.84
		975513	07/31/2016	Cold Mix	221.14
Check	08/12/2016	79608 Accounts Payable	Green Waste Recovery, Inc.		503.46
		Invoice	Date	Description	Amount
		0002226316	07/01/2016	Airport_Dumpster for B526 Clean Out	503.46
Check	08/12/2016	79609 Accounts Payable	Home Depot Credit Service		1,867.61
		Invoice	Date	Description	Amount
		6926227	06/01/2016	AFWall Flowise ADA - Community Center	1,028.36

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Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/12/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		6706274	06/01/2016	Omni-Flow 0.125 GPF - Community Center	192.63
		760371	05/28/2016	Bldg Maint & Repair - Community Center	372.40
		2750314	06/15/2016	Bldg Maint & Repair	617.01
		4123905	06/13/2016	AFWALL Flowise ADA - Returned	(342.79)
Check	08/12/2016	79610 Accounts Payable		Hub International Insurance Services	499.78
	Invoice		Date	Description	Amount
		07-31-16	07/28/2016	July Rental Insurance Fees	499.78
Check	08/12/2016	79611 Accounts Payable		Irvin Masuda	400.00
	Invoice		Date	Description	Amount
		05-25-16	05/25/2016	Sewing Machine Repair	400.00
Check	08/12/2016	79612 Accounts Payable		Kelly-Moore Paint Co.,Inc	444.75
	Invoice		Date	Description	Amount
		802-00000544255	07/29/2016	Graco Transducer	114.05
		802-00000544734	08/02/2016	Street Materials - W/B Zone Mark Yellow	330.70
Check	08/12/2016	79613 Accounts Payable		Keyser Marston Associates	97.90
	Invoice		Date	Description	Amount
		0029781	06/13/2016	Revenue Projection - May 2016	97.90
Check	08/12/2016	79614 Accounts Payable		Lew Edwards Group	5,000.00
	Invoice		Date	Description	Amount
		0002	07/27/2016	Communications Outreach/Jul16	5,000.00
Check	08/12/2016	79615 Accounts Payable		Mandell Municipal Counseling	3,848.00
	Invoice		Date	Description	Amount
		08-01-16	08/01/2016	Revenue Advice - July 2016	3,848.00
Check	08/12/2016	79616 Accounts Payable		Mann, Urrutia, Nelson CPAS & Associates	14,150.00
	Invoice		Date	Description	Amount
		6514	05/31/2016	FY 14&15 Abrams Park	650.00
		7310	07/31/2016	Interim Audit	13,500.00
Check	08/12/2016	79617 Accounts Payable		Marina Coast Water District	915.41
	Invoice		Date	Description	Amount

LIVE Marina, CA *LIVE*

AP Check Register 08-12-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/12/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		000057000 072916	07/29/2016	000057 000 - 3220 Imjin Road (07/01/16 - 07/29/16)	114.36
		000056041 072916	07/29/2016	000056 041 - 3260 Imjin Rd, Fire Station 2 (07/01/16 - 07/29/16)	191.09
		000056083 072916	07/29/2016	000056 083 - 3240 Imjin Rd Hangar 510 (07/01/16 - 07/29/16)	114.36
		000056043 072916	07/29/2016	000056 043 (761 Imjin Rd, Hangar 524 (07/01/16 - 07/29/16)	114.36
		000056051 072916	07/29/2016	000056 051 - 721 Neeson Rd Skydive (07/01/16 - 07/29/16)	142.68
		000056044 072916	07/29/2016	000056 044 - 781 Neeson Rd, Admin Office (07/01/16 - 07/29/16)	114.36
		000056049 072916	07/29/2016	000056 049 - Imjin Road University (07/01/16 - 07/29/16)	124.20
Check	08/12/2016	79618 Accounts Payable	MBay IT		439.00
		Invoice	Date	Description	Amount
		10034	08/05/2016	Contract Support - July 2016 - Anti Virus	439.00
Check	08/12/2016	79619 Accounts Payable	Monterey Auto Supply		653.44
		Invoice	Date	Description	Amount
		434629	08/02/2016	Veh - Maint Parts & Supply - Unit 897	162.18
		435185	08/04/2016	Veh - Maint Parts & Supply	26.20
		432798	07/22/2016	Veh - Maint Parts & Supply	3.69
		435007	08/03/2016	Veh - Maint Parts & Supply - Unit 870	84.85
		434716	08/02/2016	Veh - Maint Parts & Supply	(70.36)
		435004	08/03/2016	Veh - Maint Parts & Supply	12.01
		434763	08/02/2016	Veh - Maint Parts & Supply	146.81
		435076	08/03/2016	Veh - Maint Parts & Supply - Unit 612	57.26
		435961	08/08/2016	Veh - Maint Parts & Supply - Unit 878	230.80
Check	08/12/2016	79620 Accounts Payable	Monterey Bay Air Resources District		369.00
		Invoice	Date	Description	Amount
		1921-072816	07/28/2016	Airport_MBARD Permit #15457 Annual Charge	369.00
Check	08/12/2016	79621 Accounts Payable	Monterey County Herald		956.57
		Invoice	Date	Description	Amount
		0005760596	06/26/2016	Notice Of Public Hearing Impact Fee Study (06/26/16 & 07/02/16)	453.64
		0005769345	07/11/2016	July 11, 2016 Election Notice	382.43
		0005772503	07/14/2016	CDBG Public Hearing Notice	120.50
Check	08/12/2016	79622 Accounts Payable	Monterey County Petroleum		6,284.57
		Invoice	Date	Description	Amount

LIVE Marina, CA *LIVE*

AP Check Register 08-12-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/12/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	297203		07/28/2016	Unleaded Fuel (2700 gal)	5,334.76
	297492		08/05/2016	Diesel Fuel (450 gal)	949.81
Check	08/12/2016	79623 Accounts Payable	Monterey County Resource Management Agency		313.98
	Invoice		Date	Description	Amount
	16-MARINA Q3		08/05/2016	Road Fund/Construction Projects	313.98
Check	08/12/2016	79624 Accounts Payable	Monterey Tire Service		588.99
	Invoice		Date	Description	Amount
	1 - 72920		08/05/2016	City Wide - Tires	364.07
	1 - 72993		08/09/2016	City Wide - Tires	224.92
Check	08/12/2016	79625 Accounts Payable	MRWPCA		765.70
	Invoice		Date	Description	Amount
	12-001627 073116		07/31/2016	12-001627 - 211 Hillcrest Ave (07/01/16 - 08/31/16)	86.00
	12-001708 073116		07/31/2016	12-001708 - 304 Hillcrest Ave (07/01/16 - 08/31/16)	21.50
	12-003245 073116		07/31/2016	12-003245 - 0 Cardoza Ave-Abdy Way (07/01/16 - 08/31/16)	21.50
	12-003451 073116		07/31/2016	12-003451 - 0 Seaside Ave & Reservation Rd (07/01/16 - 08/31/16)	21.50
	12-000183 073116		07/31/2016	13-000183 - 4th Ave & DX Dr (07/01/16 - 08/31/16)	129.00
	13-000143 073116		07/31/2016	13-000143 - 3220 Imjin Rd (07/01/16 - 08/31/16)	15.80
	12-004209 073116		07/31/2016	12-003949 - 209 - 213 Cypress Ave (07/01/16 - 08/31/16)	58.80
	12-000192 073116		07/31/2016	12-000192 - 3200 Del Monte Blvd (07/01/16 - 08/31/16)	21.50
	12-000009 073116		07/31/2016	12-000009 - 208 Palm Ave (07/01/16 - 08/31/16)	86.00
	13-000344 073116		07/31/2016	13-000893 - 100 12th Street (07/01/16 - 08/31/16)	304.10
Check	08/12/2016	79626 Accounts Payable	My Jeep Chrysler Dodge		218.25
	Invoice		Date	Description	Amount
	183402JER		07/28/2016	Actuator - Unit 867	218.25
Check	08/12/2016	79627 Accounts Payable	Nicole Alexander		250.00
	Invoice		Date	Description	Amount
	08-07-16 vd		08/07/2016	Deposit Refund	250.00
Check	08/12/2016	79628 Accounts Payable	Office Depot		278.08
	Invoice		Date	Description	Amount
	855490871-001		08/05/2016	Office Depot	278.08

LIVE Marina, CA *LIVE*

AP Check Register 08-12-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/12/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/12/2016	79629 Accounts Payable	Pacific Gas & Electric		511.97
	Invoice		Date	Description	Amount
		809-3.JUL16	07/11/2016	Utilities_B510	511.97
Check	08/12/2016	79630 Accounts Payable	Pinnacle Healthcare		644.00
	Invoice		Date	Description	Amount
		4768181-30	07/25/2016	Pinnacle Healthcare - Pre Emp Px	320.00
		4775111-40	07/27/2016	Pinnacle Healthcare - Pre Emp Px	192.00
		4775281-40	07/27/2016	Pinnacle Healthcare - Pre Emp Px	132.00
Check	08/12/2016	79631 Accounts Payable	Redshift		7.85
	Invoice		Date	Description	Amount
		1741090-1	08/01/2016	DNS Hosting/Domain Redirecting	7.85
Check	08/12/2016	79632 Accounts Payable	Reserve Account - Pitney Bowes		1,500.00
	Invoice		Date	Description	Amount
		08-05-16	08/05/2016	Postage Meter Refill	1,500.00
Check	08/12/2016	79633 Accounts Payable	Richard B. Standridge		4,800.00
	Invoice		Date	Description	Amount
		16-16	08/05/2016	Services 07-25/08-05-16	4,800.00
Check	08/12/2016	79634 Accounts Payable	Rincon Consultants, Inc.		610.28
	Invoice		Date	Description	Amount
		26680	05/31/2016	Biological Services for Veterans Transisition Center	610.28
Check	08/12/2016	79635 Accounts Payable	Robert R. Wellington		14,221.00
	Invoice		Date	Description	Amount
		23609	08/01/2016	Retainer - July 2016	1,800.00
		23612	08/01/2016	Misc Personnel Matters - May 2016	850.00
		23642	08/04/2016	Choates Lawsuit - June 2016	441.00
		23643	08/04/2016	City Charter Matters - June 2016	279.00
		23651	08/04/2016	Recreation Matters - June 2016	74.00
		23650	08/04/2016	Police Personnel Matters - June 2016	1,099.00
		23647	08/04/2016	Abrams Park Housing/Mairna Heights - June 2016	380.00
		23648	08/04/2016	Misc Litigation Matters - June 2016	801.00

LIVE Marina, CA *LIVE*

AP Check Register 08-12-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/12/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		23641	08/04/2016	Cemex Matters - June 2016	1,251.00
		23646	08/04/2016	Land Use & Operations - June 2016	2,677.00
		23652	08/04/2016	Tax & Finance Matters - June 2016	966.00
		23645	08/04/2016	Incubator Matters - June 2016	630.00
		23570	07/15/2016	Incubator Matters - April 2016	280.00
		23649	08/04/2016	Misc Personnel Matters - June 2016	148.00
		23644	08/04/2016	Retainer - August 2016	1,800.00
		23615	08/01/2016	Successor Agency_City Attorney Legal Services	155.00
		23603	08/01/2016	Airport_City Attorney Legal Services	432.00
		23640	08/04/2016	Airport_City Attorney Legal Services	158.00
Check	08/12/2016	79636 Accounts Payable	Rutan & Tucker		168.00
		Invoice	Date	Description	Amount
		752749	07/26/2016	Fee Cost for Stormwater/NPDES Advice	168.00
Check	08/12/2016	79637 Accounts Payable	Sign Works		217.25
		Invoice	Date	Description	Amount
		19030	08/01/2016	Logos - City of Marina	217.25
Check	08/12/2016	79638 Accounts Payable	Stordok		50.00
		Invoice	Date	Description	Amount
		5353163	08/03/2016	Document Shredding	50.00
Check	08/12/2016	79639 Accounts Payable	SWCA Environmental Consultants		1,558.53
		Invoice	Date	Description	Amount
		54527	07/27/2016	Airport Botanical Surveys	1,558.53
Check	08/12/2016	79640 Accounts Payable	Symbol Arts		320.00
		Invoice	Date	Description	Amount
		0263214-IN	08/05/2016	Badges	320.00
Check	08/12/2016	79641 Accounts Payable	Taygeta Scientific, Inc.		2,000.00
		Invoice	Date	Description	Amount
		000216	07/05/2016	Network Defense/Jul16	2,000.00
Check	08/12/2016	79642 Accounts Payable	TechRx Technology Services		10,527.38
		Invoice	Date	Description	Amount

LIVE Marina, CA *LIVE*

AP Check Register 08-12-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/12/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	6347		07/31/2016	ESET Endpoint Security Upgrade Fee	327.38
	6323		07/31/2016	IT Support Services - July 2016	10,200.00
Check	08/12/2016	79643 Accounts Payable	Terex Utilities West		128.59
	Invoice		Date	Description	Amount
	90375295		07/29/2016	Veh - Maint & Repair	128.59
Check	08/12/2016	79644 Accounts Payable	Tri County Fire Protection		456.00
	Invoice		Date	Description	Amount
	HP 40275		08/09/2016	Maint Check for City Offices	348.00
	HP 40277		08/09/2016	Maint Check - Teen Center	24.00
	HP 40276		08/09/2016	Maint Check - PD	84.00
Check	08/12/2016	79645 Accounts Payable	United Site Services		182.07
	Invoice		Date	Description	Amount
	114-4270179		07/25/2016	Toilet Rentals - Corner Beach Rd - De Forest	182.07
Check	08/12/2016	79646 Accounts Payable	Usbancorp - Equipment Finace Service		343.54
	Invoice		Date	Description	Amount
	309695799		07/25/2016	Copier Lease - Konika BH 951 - August 2016	343.54
Check	08/12/2016	79647 Accounts Payable	Valley Saw & Garden Equipment		462.47
	Invoice		Date	Description	Amount
	106027		07/27/2016	Landscape Maint & Repair	462.47
Check	08/12/2016	79648 Accounts Payable	Vapor Cleaners, Inc.		139.50
	Invoice		Date	Description	Amount
	290349		07/22/2016	Turnout Dry Cleaning - Sales	40.00
	290351		07/22/2016	Turnout Dry Cleaning - DeVincenzi	40.00
	290354		07/22/2016	Turnout Dry Cleaning - Abraham	40.00
	290430		07/22/2016	Turnout Dry Cleaning - Lopez	14.00
	290435		07/22/2016	Turnout Dry Cleaning - Lopez	5.50
Check	08/12/2016	79649 Accounts Payable	Verizon Wireless		356.80
	Invoice		Date	Description	Amount
	9769325509		07/25/2016	Fire Dept Mobile Phone Charges	356.80
Check	08/12/2016	79650 Accounts Payable	Veronica Tam & Associates		3,569.00

LIVE Marina, CA *LIVE*

AP Check Register 08-12-16

Bank Account: 024 - Accounts Payable ZBA

Batch Date: 08/12/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	2190		07/14/2016	Housing Element consulting	3,569.00
Check	08/12/2016	79651 Accounts Payable		Rabobank Visa Card Cardmember Service	1,330.46
	Invoice		Date	Description	Amount
	07-27-16		07/27/2016	VISA Charges - July 2016	1,330.46
Check	08/12/2016	79652 Accounts Payable		Rabobank Visa Card Cardmember Service	1,673.32
	Invoice		Date	Description	Amount
	07-27-16 15/16		07/27/2016	FY15/16 Visa/Filice 07/27/16	1,421.72
	07-27-16		07/27/2016	Visa/Filice 6/28 thru 7/27/16	251.60
Check	08/12/2016	79653 Accounts Payable		Rabobank Visa Card Cardmember Service	716.08
	Invoice		Date	Description	Amount
	07-27-16		07/27/2016	Visa 06-28-16 / 07-27-16	716.08
Check	08/12/2016	79654 Accounts Payable		Rabobank Visa Card Cardmember Service	6,645.80
	Invoice		Date	Description	Amount
	07-27-16 15/16		07/27/2016	FY15/16 Visa/Police 7/27/16	4,959.94
	07-27-16		07/27/2016	Visa/Police 6/28 thru 7/27/16	1,685.86
Check	08/12/2016	79655 Accounts Payable		W.W. Grainger, Inc.	536.34
	Invoice		Date	Description	Amount
	9168469337		07/15/2016	Airport_Repl. Compressor Pressure Switch_B510	536.34
024 Accounts Payable ZBA Totals:			Transactions: 70		\$122,065.48
Checks:	70	\$122,065.48			

Monthly EFT/Wire Report-Checking Acct.

From Payment Date: 6/1/2016 - To Payment Date: 6/30/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
032 - Checking Account									
<u>EFT</u>									
46	06/01/2016	Open			Accounts Payable	PERS Health Services Division	\$97,320.50		
47	06/01/2016	Open			Accounts Payable	PERS Health Services Division	\$2,297.52		
48	06/03/2016	Open			Accounts Payable	CalPERS - Retirement	\$70,618.08		
49	06/03/2016	Open			Accounts Payable	CalPERS - Retirement	\$940.28		
50	06/16/2016	Open			Accounts Payable	Dixieline Builders Fund Control, Inc. - Dunes	\$357,156.88		
51	06/16/2016	Open			Accounts Payable	Cinemark USA, Inc.	\$275,000.00		
52	06/16/2016	Open			Accounts Payable	MUFG Union Bank Of California	\$187,329.85		
53	06/16/2016	Open			Accounts Payable	Monterey County Tax Collector	\$22,794.46		
54	06/27/2016	Open			Accounts Payable	Berkadia	\$91,822.58		
55	06/17/2016	Open			Accounts Payable	CalPERS - Retirement	\$67,182.65		
56	06/17/2016	Open			Accounts Payable	CalPERS - Retirement	(\$572.09)		
57	06/29/2016	Open			Accounts Payable	PERS Health Services Division	\$96,797.40		
58	06/29/2016	Open			Accounts Payable	PERS Health Services Division	\$4,090.57		
59	06/30/2016	Open			Accounts Payable	CalPERS - Retirement	\$622.92		
60	06/30/2016	Open			Accounts Payable	CalPERS - Retirement	\$61,629.67		
61	06/30/2016	Open			Accounts Payable	CalPERS - Retirement	\$54.32		
Type EFT Totals:									
032 - Checking Account Totals									
							\$1,335,085.59		

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	16	\$1,335,085.59	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	16	\$1,335,085.59	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	16	\$1,335,085.59	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	16	\$1,335,085.59	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	16	\$1,335,085.59	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	16	\$1,335,085.59	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	16	\$1,335,085.59	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	16	\$1,335,085.59	\$0.00

Monthly EFT/Wire Report - Payroll Account

From Payment Date: 6/1/2016 - To Payment Date: 6/30/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
028 - Payroll ZBA									
<u>EFT</u>									
1630	06/03/2016	Open			Accounts Payable	California State Disbursement Unit	\$1,491.78		
1631	06/03/2016	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	\$62,854.59		
1632	06/03/2016	Open			Accounts Payable	Employment Development Department	\$16,720.46		
1633	06/03/2016	Open			Accounts Payable	Rebecca Minuth	\$527.52		
1635	06/10/2016	Open			Accounts Payable	ADP - San Francisco	\$19.80		
1771	06/17/2016	Open			Accounts Payable	California State Disbursement Unit	\$1,491.78		
1772	06/17/2016	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	\$64,030.66		
1773	06/17/2016	Open			Accounts Payable	Employment Development Department	\$18,181.49		
1774	06/17/2016	Open			Accounts Payable	Rebecca Minuth	\$527.52		
1776	06/23/2016	Open			Accounts Payable	ADP - San Francisco	\$19.80		
Type EFT Totals:									
028 - Payroll ZBA Totals									
							\$165,865.40		

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$165,865.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	10	\$165,865.40	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$165,865.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	10	\$165,865.40	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$165,865.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	10	\$165,865.40	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$165,865.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	10	\$165,865.40	\$0.00



DRAFT

Agenda Item **8b(1)**
City Council Meeting of
August 16, 2016

AGENDA

Wednesday, August 3, 2016

5:30 P.M. Closed Session
6:30 P.M. Open Session

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

Council Chambers
211 Hillcrest Avenue
Marina, California

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

MEMBERS PRESENT: Nancy Amadeo, David W. Brown, Gail Morton, Mayor Pro-Tem/Vice Chair Frank O'Connell, Mayor/Chair Bruce C. Delgado
3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency Members) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*
 - a. Real Property Negotiations
 - i. Property: Building 521, 791 Neeson Road, Marina, CA
Negotiating Party: Paul Kraus, California Department of Fish and Game
Property Negotiator: City Manager
Terms: All terms and conditions

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

Deborah Mall, Assistant City Attorney reported out closed session: We went into closed session today at 5:30 and the matter that we heard was real property negotiations, building 521 at 791 Neeson Road and direction was given to the city's negotiator and no other matters were heard in closed session

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

5. SPECIAL PRESENTATIONS:a Proclamations

i. Jr. Giants

b Recreation Announcements6. 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.*

- Margaret Davis – Attended a meeting this afternoon of a group of organization that are promoting a ballot measure on Safe transportation for Monterey County Tax. Encourage everyone to support this measure. It will support business, increase mobility and access. Not a slush fund, built in tax payer safeguards and detail standing plan that benefits Marina in a substantial way.
- Patti Bradsahw – Thanked Mayor Pro-Tem O'Connell for introducing the Flag Salute so that everyone in the room can start out at the same time you do and the proper way.
- Karyn Wolfe – Commented on Urban Sprawl as it applies to Marina: Marina as Village. Reminded council that part of our mission is to avoid sprawl. The way that we develop our city and neighborhoods directly impacts how our residents are able to experience community life. We can either develop sprawl or create neighborhoods that will define the future. How can Marina becomes a connected village? In new development we need to create small neighborhoods with village centers; and in established neighborhoods we need to work over time to re-network the neighborhood by bringing in more parks, density, and retail.
- Jeramiah Smith – Touched on the impacts the Jr. Giants and the support. Recognized Terry Siegrist for all the time and compassion he puts in and the support from PAL. It's an outstanding opportunity for the kids. The Giants have created this wonderful gift and should be the model for all baseball programs across the country. Appreciates the city's support and hopes it will continue to flourish. We are having a BBQ on Sunday at 11:30 at the Teen Center, you're all invited to come.
- Kevin P. Saunders – Commented on the previous speakers and thanked them for their ideas/visions and thanked Terry Siegrist for his continued support for the children; announced that he is running for the mayor seat in the November 2016 election; commented on medicinal marijuana.
- Mike Owen – Commented on the rate increase by PG&E which took effect on August 1st . Hoping staff read the last newspaper article and that you would take some measure of satisfaction at the outcome of the last 6 months of hard work, staff research and council involvement in coming up with a measure that most beneficial and least taxing to the average citizen in Marina. Thanked the City Manager for responding to his questions on the hotel development.
- Steve Emerson – The Marina Foundation Annual Don Livermore Roast of Lenore Masterson on September 9th at Bayonet Blackhorse. \$40/ticket on sale next week.

- Dusan Tatomirovic – Commented on the Marina Heights development project and possible changes to the project; serious problems with the EIR and had comments related to the City’s website being outdated.
- Mayor Pro-Tem O’Connell – August 30th at 6:30 PM Town Hall meeting at the Marina Library Community Room, guest speaker is MPUSD Superintendent PK Diffenbaugh and the two Marina representative to the Board Wendy Askew and Tom Jennings. Discussion of the school district and latest development to Marina schools.
- Council Member Amadeo – Provided Zeka Virus update. The mosquitos that carry the Zeka virus is not in Monterey County. They are predominately in southern California. There has been one Zeka case in Monterey County that was contracted outside the country. Important to remember that is you travel to another area known to have mosquitos cover yourself and use repellents. Zeka virus can now be transmitted through sex, and through blood. More information coming out on a regular basis.
- Mayor Delgado – National Night Out sponsored by the Marina Police Department was a great event again; University Village Apartments held their own National Night Out for the third year in a row; Last week Marina High School held an Open House by new principal; Labor Day Parade on Saturday, September 3, 2016 from 11:00-4:00pm; August 27th Tennis Court clean-up

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 79374-79503, totaling \$401,473.08

b. MINUTES:

- (1) July 19, 2016, Regular City Council Meeting
- (2) July 20, 2016, Adjourned Regular City Council Meeting
- (3) July 26, 2016, Special City Council Meeting

c. CLAIMS AGAINST THE CITY: None

d. AWARD OF BID: None

e. CALL FOR BIDS:

- (1) City Council consider adopting **Resolution No. 2016-119**, authorizing advertising and call for bids to re-roof Building #504 at the Marina Municipal Airport.
- (2) City Council consider adopting **Resolution No. 2016-120**, authorizing advertising and call for bids to repair Post Indicator Valves and Piping at Hangar #510 at the Marina Municipal Airport.
- (3) City Council consider adopting **Resolution No. 2016-121**, authorizing advertising and call for bids to repair Hangar #527 at the Marina Municipal Airport.

f. ADOPTION OF RESOLUTIONS:

- (1) ~~City Council consider adopting Resolution No. 2016, approving an update to the Monterey County Multi-Jurisdictional Hazard Mitigation Plan, and; adopt the Monterey County Multi-Jurisdictional Hazard Mitigation Plan as an official plan of the City of Marina. *Pulled by Council Member Brown, becomes agenda item 11c*~~

g. APPROVAL OF AGREEMENTS: None

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

- (1) Monterey Regional Waste Management District, July 22, 2016 Highlights.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

Council Member Brown – quick question for agenda item 8e(2), are the post indicator valves stuck in the open or shut position on the fire suppression unit and can the water be turned off? Council Member brown requested to pull agenda item 8f(1) for discussion.

MORTON/BROWN: TO APPROVE THE CONSENT AGENDA MINUS AGENDA ITEM 8f(1). 5-0-0-0 Motion Passes

9. PUBLIC HEARINGS: None

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

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

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

- a. City Council consider adopting **Resolution No. 2016-122**, ~~awarding a construction contract to Kobo Utility Construction Corp. (“Kobo”) of Sandwich, Massachusetts, in amount of \$85,500; provided KOBO meets the State of California legal licensing and registration requirements at the time the contract is awarded; or, in the alternative,~~ awarding construction contract to Lee Wilson Electric Company, Inc. of Arroyo Grande, California, in the amount of \$91,300 in accordance with the Federal Aviation Administration (FAA) 2016 Airport Improvement Project Grant for the Airport Beacon Replacement Project; and authorizing Finance Director to make necessary accounting and budgetary entries; and authorizing City Manager to execute construction contract documents and change orders and any further required grant application documents on behalf of the City, subject to final review and approval by City Attorney

DELGADO/AMADEO: TO APPROVE RESOLUTION NO. 2016-122, AWARDING CONSTRUCTION CONTRACT TO LEE WILSON ELECTRIC COMPANY, INC. OF ARROYO GRANDE, CALIFORNIA, IN THE AMOUNT OF \$91,300 IN ACCORDANCE WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) 2016 AIRPORT IMPROVEMENT PROJECT GRANT FOR THE AIRPORT BEACON REPLACEMENT PROJECT; AND AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AND AUTHORIZING CITY MANAGER TO EXECUTE CONSTRUCTION CONTRACT DOCUMENTS AND CHANGE ORDERS AND ANY FURTHER REQUIRED GRANT APPLICATION DOCUMENTS ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY. 3-2(Morton, O’Connell)-0-0 Motion Passes

Substitute Motion

O’Connell/Morton: to go with KOBO Utility Construction Corp. 2-3(Amadeo, Brown, Delgado)
Substitute Motion Fails

Public Comments:

- Margaret Davis – It is appears that Wilson is established here in California and even though they are not “next door neighbors” they’re “down the street neighbors.

- b. City Council consider providing direction to city staff regarding the future development of Cypress Knolls and how to proceed with proposals recently received from various developers.

City Manager Long state tonight is just to discuss whether to bring the Cypress Knolls project back on August 16th to hear a 10 minute presentation from each proposed developer.

Brown/Delgado: that we hear the three (3) proposals on August 16, 2016.

Public Comments:

- Dusan Tatomirovic – Agrees that this should not be done on August 16th, Community Development Director should be present during these presentations. City should contact those three developers and ask for them to provide a written bonified document showing their financial ability to construct a big project. Need to keep the design context along the lines that of what has been discussed in the past and force the developers to abide by those design rules.

- PK Diffenbaugh – commented on the blight surrounding the high school has a negative impact on the learning environment, has a direct correlation to student who choose to go to Seaside High or Monterey High instead of staying within Marina; there are approximately 800 high school age students within the boundaries of Marina High and 200 of them go to outside schools. Urge council to carefully consider this. Think of the impact his site has on the High School.
- Karyn Wolfe – Development of Cypress Knolls is one of the most important projects this city will undertake and an opportunity to unite practical, economic and aesthetic ways of old Marina with new development. It is worth taking a pause in our development hiatus to evaluate any proposed projects or developers that are in the wings to see if there is a way to begin moving forward on this property. In favor of council hearing developer presentations.
- Steve Emerson – Chaired the last go round of this project and had the financials reviewed by outside consultants, Keyser Marston Associates. That's a must because none of us have the capability to do that as far as financials go. You cannot nickel and dime this process on a property like that. You're never going to get perfect, you never will. Because we already have an EIR, if we do not decide to do a senior development does that reopen technically the EIR? What conditions do open the EIR? This is a big piece that if we start cracking this open we better know what we're getting into. The new community development director need to understand that whole process as well. We have commission, we have the ability to split this us a little bit and work thing through at different point of time.
- Mike Owen – You shouldn't be hasty, the next meeting after the new development director come would be 4 October, this person has so much to catch up on and then you're adding this; Expressed a little acknowledgement for Council Member Amadeo's stress on public input. Does not think you can go through all the links and time and the community presentations that went in the first time but thinks that's a really good process to try and get some input first. Understands that one of the prospects is to leave the current army streets in place and thinks that would be adding insult to injury as far as the city manager's stress on how much road improvement and pavement we're in the hole on as far as the future. City should some kind of estimate on if that's not part of the proposal how much is that going to cost the city. Residential's are a net loss.
- Kevin P. Saunders – homes should be torn down and property used for greenhouses, we have an opportunity to help our Vets, our tax base. Let's have the charrettes and a real discussion on what can be done outside the box.
- Virgil Piper – Likes the original motion, which just asked that we listen to 10 minute versions of three proposals. We don't have enough staff or time to even possibly consider the consequences of actually accepting the information provided. This city was looking for a tax because it's short of funds. You don't know if one of these proposals that you might hear if you elected to listen might not offer you some income for this city and maybe some immediate income, something that might fulfill some of your budgetary needs. Even though you have a director showing up here in the 22nd you can make a condition that these people while they make their 10 minute presentation provide you with a good outline so that the director can look at it at a later date and take his time and then reschedule a more in-depth proposal. You should at least have the courtesy to listen to these in accordance to the motion that's presented.
- Margaret Davis – Strongly opposes this measure. Pointed out that any presentation of plans will unleash a goat rodeo, it will become instantly politicized and people will take these standards and polarize “which one are you for?” this is what happened to us last year where a developer, that there was inadequate staff to really deal with the problem but he wedeled and glided around, picked off members of the planning commission and the city council to convince independently of the process. The planning commission was under attack for elitism and for imposing their high

handed vision when we were trying to respect the general plan principles that were developed in the 90's by past council. City Manager has stated that they do not have the staff to deal with this project. Urged council to let the process play itself out and politicize it.

- Kathy Biala – has no object to hearing the three proposals but it has to be really clear that there's no obligation for the city to do any further actions as a result of that. The previous Charrette for that parcel of land were not appropriate and ended up having to be backed off. Getting some ideas as opposed to starting from zero would be a lot more helpful for me. Thinks that if we just hear these proposals and there's no expectation on the part of us or the developers that out of that I would like to see is a "roadmap" with a timeline that works for all related projects. We need to look at connecting this development area to the old Marina as well as the new. Commented on the VTC property and how it relates to this project.
- Paula Pelot – Going back to all the statements made and the motion, there are a lot of questions and energy and people want to see things and get them moving along. This is what you have a community development director for, who is coming on board and it seems reasonable to wait a few weeks. Have a presentation now will put an undue burden and pressure on everyone. You need to have the community director on board to look at all of this and come back with a staff report. The developers can give their proposals to the community development director. Why are we doing this? It is related to the upcoming election? Please do not hear these and put this undue pressure on staff.
- Bob Schaffer – Announced the he is one of the proposed presenters for this project are and has been involved with The Dunes from the beginning. The Dunes, Marina Community Partners or Shae Homes/Properties is not a part of this proposal. Heard about the blight on the schools. Our group has put together a proposal worthy of hearing.

Substitute Motion

Amadeo/O'Connell: that each of the development groups prepare a written presentation that can go to the new community development director for his analysis as well as including financial information as to their ability to be able to build this project, that would go to Keyser Marston Associates and then come before the council by no later than the last meeting in November.

Mayor Delgado asked Council Member Brown if he would amend him his to include the date of September 20th to hear the proposals.

Council Member Brown agreed to the amendment

Mayor Pro-Tem O'Connell withdrew his second due to the change of date from August 16th to September 20th in first motion.

Amended Motion

BROWN/DELGADO: THAT WE HEAR THE THREE (3) PROPOSALS ON SEPTEMBER 20, 2016. 5-0-0-0 Amended Motion Passes

- c. City Council consider adopting Resolution No. 2016-, approving an update to the Monterey County Multi-Jurisdictional Hazard Mitigation Plan, and; adopt the Monterey County Multi-Jurisdictional Hazard Mitigation Plan as an official plan of the City of Marina. *Pulled by Council Member Brown, was agenda item 8f(1). Continued to August 16, 2016*

Council Member Brown had questions/issues on Appendix N of the staff report. On page 54 where it is listed “the City of Marina Critical Facilities Infrastructure” Table N-2 at the bottom “lifeline Utilities-Marina Coast Water District Seawater Desalination Plant (Offline). Believes this should be stricken. It is more than offline. This unit needs to be completely rebuilt. It’s dishonest to list this as an offline critical facility.

Council Member Morton questioned valuation of city facilities and insurance payments.

DELGADO/BROWN: TO CONTINUE THIS ITEM UNTIL TO AUGUST 16, 2016. 5-0-0-0
Motion Passes

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

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

Mayor Delgado - Monterey County Mayor’s Association meets this Friday, will report back at next meeting.

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

Mayor Pro-Tem O’Connell as why the city has money in the financial institution of RaboBank after all the problems we had with litigation with FORA, and the fact that they aren’t even in the city anymore? What would we have to do to get out of RaboBank?

City Manager Layne Long – Current status of the Marriot Hotel is they have not opened up and they continue to finish the hotel. No firm date as to opening. A letter was sent out notifying them that the terms and conditions have not been met and am awaiting a response from them. Developer may ask council for extension of conditions.

13. ADJOURNMENT: The meeting adjourned at 9:00 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-,
APPROVING AMENDMENT NO. 1 TO FRANCHISE AGREEMENT
BETWEEN CITY OF MARINA AND GREENWASTE RECOVERY, INC.
FOR SOLID WASTE, RECYCLING, AND ORGANIC COLLECTION
SERVICE**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2016-, Amendment No. 1 to Franchise Agreement between City of Marina and GreenWaste Recovery, Inc. for Solid Waste, Recycling, and Organics Collection Service; and
2. Authorize the Mayor to execute it for and on behalf of the City.

BACKGROUND:

On August 19, 2014, City and GreenWaste Recovery, Inc. entered into Franchise Agreement between City of Marina and GreenWaste Recovery, Inc. for Solid Waste, Recycling, and Organic Collection Services (hereinafter on occasion “Franchise Agreement”); and

the Franchise Agreement provides for a franchise fee of 10%/gross receipts and a vehicle impact fee of 5%/gross receipts, payable to City by GreenWaste; and

ANALYSIS:

A recent review of the transcription of City Council discussion of the Franchise Agreement at the Council meeting (August 19, 2014) where the Franchise Agreement was approved by the Council, reveals that the Council approval included a modification to the proposed text that the franchise fee be set at 15% and that there be no vehicle impact fee; and

City and GreenWaste desire to amend the Franchise Agreement to conform to the above-referenced true action of the City taken by and through the City Council on August 19, 2014.

Staff has prepared a proposed Amendment No. 1 to Franchise Agreement between City of Marina and GreenWaste Recovery, Inc. for Solid Waste, Recycling, and Organics Collection Service, consisting of two pages, which terms will, if adopted, conform the Franchise Agreement to the true action of the City Council noted above. (“**EXHIBIT A**”)

CONCLUSION:

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

Respectfully submitted,

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 TO FRANCHISE AGREEMENT BETWEEN CITY OF MARINA
AND GREENWASTE RECOVERY, INC. FOR SOLID WASTE, RECYCLING, AND ORGANIC
COLLECTION SERVICE

WHEREAS, on August 19, 2014, City and GreenWaste Recovery, Inc. entered into Franchise Agreement between City of Marina and GreenWaste Recovery, Inc. for Solid Waste, Recycling, and Organic Collection Services (hereinafter on occasion “Franchise Agreement”); and

WHEREAS, the Franchise Agreement provides for a franchise fee of 10%/gross receipts and a vehicle impact fee of 5%/gross receipts, payable to City by GreenWaste; and

WHEREAS, a recent review of the transcription of City Council discussion of the Franchise Agreement at the Council meeting (August 19, 2014) where the Franchise Agreement was approved by the Council, reveals that the Council approval included a modification to the proposed text that the franchise fee be set at 15% and that there be no vehicle impact fee; and

WHEREAS, City and GreenWaste desire to amend the Franchise Agreement to conform to the above-referenced true action of the City taken by and through the City Council on August 19, 2014; and

WHEREAS, staff has prepared a proposed Amendment No. 1 to Franchise Agreement between City of Marina and GreenWaste Recovery, Inc. for Solid Waste, Recycling, and Organics Collection Service, a copy of the proposed amendment attached hereto, consisting of two pages, which terms will, if adopted, conform the Franchise Agreement to the true action of the City Council noted above.

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

1. Amendment No. 1 to Franchise Agreement between City of Marina and GreenWaste Recovery, Inc. for Solid Waste, Recycling, and Organics Collection Service, in the form attached hereto, is hereby approved and the Mayor is authorized and directed to sign it for and on behalf of the City.
2. The City Manager and City Clerk are directed to annotate the approved minutes of the City Council meeting of August 19, 2014, accurately to reflect the action of the Council regarding the treatment of the franchise fee and vehicle impact fee described hereinabove and in Amendment No. 1 herein approved.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Marina, duly held on the 16th day of August, 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

AMENDMENT NO. 1
to
Franchise Agreement
between
City of Marina
and
GreenWaste Recovery, Inc.
for Solid Waste, Recycling, and
Organics Collection Service

THIS AMENDMENT NO. 1 to Franchise Agreement between City of Marina and GreenWaste Recovery, Inc. for Solid Waste Recycling, and Organics Collection Services, is made and entered into as of June _____, 2016, between the City of Marina, California, a political subdivision of the State of California (hereinafter on occasion "Agency"), and GreenWaste Recovery, Inc. (hereinafter referred to as the "Contractor").

RECITALS

This Amendment No. 1 to Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, on August 19, 2014, Agency and Contractor entered into Franchise Agreement between City of Marina and GreenWaste Recovery, Inc. for Solid Waste, Recycling, and Organics Collection Services (hereinafter "Franchise Agreement"); and

WHEREAS, the Franchise Agreement, at Sections 7.1 and 7.5 respectively, provides for a franchise fee of 10%/gross receipts and a vehicle impact fee of 5%/gross receipts, payable to Agency by Contractor; and

WHEREAS, a recent review of the transcription of Marina City Council discussion of the Franchise Agreement at the Council meeting (August 19, 2014) where the Franchise Agreement was approved by the Council, reveals that Council approval included a modification to the proposed text that the franchise fee be set at 15% and that there be no vehicle impact fee; and

WHEREAS, the Agency and Contractor desire to amend the Franchise Agreement to conform to the above-referenced true action of the Agency taken by and through its governing body, the Marina City Council, on August 19, 2014.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Franchise Agreement, Agency and Contractor agree that the Franchise Agreement be amended as set forth as follows, and that all other terms and conditions of the Franchise Agreement shall remain unchanged and continue in full force and effect.

- A. Section 7.1 of the Franchise Agreement hereby is amended to read as follows: "**7.1 FRANCHISE FEE** In consideration of the rights provided Contractor herein, Contractor shall pay Franchise Fee to Agency each quarter, equal to fifteen percent (15%) of Gross Receipts for all services performed under this Agreement. This fee may be adjusted by City Council resolution."

Amendment No 1
Page Two

B. Section 7.5 of the Franchise Agreement hereby is amended to read as follows: “**7.5 VEHICLE IMPACT FEE** Contractor shall pay no Vehicle Impact Fee.”

IN WITNESS WHEREOF, this Amendment No. 1 to Franchise Agreement is entered into by the parties hereto in Marina, California, on the day and year first above written.

CITY OF MARINA

GREENWASTE RECOVERY, INC.

by _____

by _____

its _____

its _____

APPROVED AS TO FORM:

by _____
City Attorney

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 16, 2016

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-,
APPROVING AN AGREEMENT BETWEEN THE CITY OF MARINA AND
DIABLO ENGINEERING GROUP OF OAKLAND, CALIFORNIA, FOR
PRELIMINARY ENGINEERING SERVICES FOR THE 2ND AVENUE
EXTENSION AND PATTON PARKWAY CONNECTION, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT
ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL
BY THE CITY ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Approving an Agreement between the City of Marina and Diablo Engineering Group of Oakland, California, for Preliminary Engineering Services for the 2nd Avenue Extension and Patton Parkway Connection, and;
2. Authorizing the City Manager to execute the Agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

The Capital Improvement Program (CIP) budget includes a project for the extension of 2nd Avenue from “The Dunes” project, north to Del Monte Boulevard, (Project No. R05) and a project for connecting the new Patton Parkway to the 2nd Avenue Extension, (Project No. R37).

The projects are identified as Public Facilities Impact Fees (PFIF) and Fort Ord Reuse Authority (FORA) CIP funding eligible. The total estimated cost for the combined projects will be determined when the preliminary design is complete.

At the regular meeting of October 16, 2007, the City Council adopted Resolution 2007-243, approving an agreement between the City of Marina and RBF Consulting of Walnut Creek, California, to provide design services for the 2nd Avenue Extension Project.

At the regular meeting of January 22, 2008, the City Council adopted Resolution 2008-19, approving Amendment No. 1 to the agreement between the City of Marina and RBF Consulting of Walnut Creek, California, to provide additional design services for the 2nd Avenue Extension Project.

At the regular meeting of January 11, 2011, the City Council adopted Resolution 2011-10, approving an agreement between the City of Marina and RBF Consulting for transportation engineering services for the Imjin Pkwy and 2nd Avenue traffic study.

ANALYSIS:

The current proposed alignment for the 2nd Avenue connection with Del Monte Boulevard and the Patton Parkway Extension will require coordination with Caltrans and the existing right-of-way improvements. Staff is coordinating with FORA in order to appropriate part of the funding allocated to the various projects listed in the FORA reimbursement agreement (Marina City Council Resolution No. 2007-65) towards the 2nd Ave. extension project.

After evaluation of the proposal, staff has concluded that Diablo Engineering Group is the same design group that was established in RBF Consultants that started the original 2nd Avenue Extension design as well as the Traffic Study for the State Route 1/Imjin Pkwy/2nd Avenue interchange. The firm's historical knowledge base as well as experience with Caltrans specifically for this project area garners staff's recommendation for this project.

Diablo Engineering Group will provide preliminary engineering services to create a 35% design package for alignment and configuration planning as well as construction budgeting purposes. The preliminary design will also provide geometric layouts for intersection connections with 2nd Avenue at Imjin Parkway, Patton Parkway, and Del Monte Boulevard that will help with planning for future development projects in the area. Full design, environmental, and potential right-of-way acquisition will be undertaken at a later phase of the project.

FISCAL IMPACT:

Should the City Council approve this request, adequate funding is available through the Capital Improvement Project Fund 462 Extend 2nd Ave (#713).

CONCLUSION:

The 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, Engineering Division
Community Development Department
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 AN AGREEMENT BETWEEN THE CITY OF MARINA AND DIABLO ENGINEERING GROUP OF OAKLAND, CALIFORNIA, FOR PRELIMINARY ENGINEERING SERVICES FOR THE 2ND AVENUE EXTENSION AND PATTON PARKWAY CONNECTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the Capital Improvement Program (CIP) budget includes a project for the extension of 2nd Avenue from “The Dunes” project, north to Del Monte Boulevard, (Project No. R05) and a project for connecting the new Patton Parkway to the 2nd Avenue Extension, (Project No. R37), and;

WHEREAS, the projects are identified as Public Facilities Impact Fees (PFIF) and Fort Ord Reuse Authority (FORA) CIP funding eligible. The total estimated cost for the combined projects will be determined when the preliminary design is complete, and;

WHEREAS, at the regular meeting of October 16, 2007, the City Council adopted Resolution 2007-243, approving an agreement between the City of Marina and RBF Consulting of Walnut Creek, California, to provide design services for the 2nd Avenue Extension Project, and;

WHEREAS, at the regular meeting of January 22, 2008, the City Council adopted Resolution 2008-19, approving Amendment No. 1 to the agreement between the City of Marina and RBF Consulting of Walnut Creek, California, to provide additional design services for the 2nd Avenue Extension Project, and;

WHEREAS, at the regular meeting of January 11, 2011, the City Council adopted Resolution 2011-10, approving an agreement between the City of Marina and RBF Consulting for transportation engineering services for the Imjin Pkwy and 2nd Avenue traffic study, and;

WHEREAS, the current proposed alignment for the 2nd Avenue connection with Del Monte Boulevard and the Patton Parkway Extension will require coordination with Caltrans and the existing right-of-way improvements. Staff is coordinating with FORA in order to appropriate part of the funding allocated to the various projects listed in the FORA reimbursement agreement (Marina City Council Resolution No. 2007-65) towards the 2nd Ave. extension project, and;

WHEREAS, after evaluation of the proposal, staff has concluded that Diablo Engineering Group is the same design group that was established in RBF Consultants that started the original 2nd Avenue Extension design as well as the Traffic Study for the State Route 1/Imjin Pkwy/2nd Avenue interchange. The firm’s historical knowledge base as well as experience with Caltrans specifically for this project area garners staff’s recommendation for this project, and;

WHEREAS, Diablo Engineering Group will provide preliminary engineering services to create a 35% design package for alignment and configuration planning as well as construction budgeting purposes. The preliminary design will also provide geometric layouts for intersection connections with 2nd Avenue at Imjin Parkway, Patton Parkway, and Del Monte Boulevard that will help with planning for future development projects in the area. Full design, environmental, and potential right-of-way acquisition will be undertaken at a later phase of the project, and;

WHEREAS, should the City Council approve this request, adequate funding is available through the Capital Improvement Project Fund 462 Extend 2nd Ave (#713).

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

1. Approve an Agreement between the City of Marina and Diablo Engineering Group of Oakland, California, for Preliminary Engineering Services for the 2nd Avenue Extension and Patton Parkway Connection, and;
2. Authorize the City Manager to execute the Agreement on behalf of the City subject to final review and approval by the City Attorney.

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 C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

CITY OF MARINA
AGREEMENT FOR PRELIMINARY ENGINEERING DESIGN SERVICES FOR
THE 2nd AVENUE EXTENSION AND PATTON PARKWAY CONNECTION

THIS AGREEMENT is made and entered into on _____, 2016, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and Diablo Engineering Group, a California Corporation, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Contractor for preliminary engineering services for the 2nd Avenue Extension and Patton Parkway Connection, hereinafter referred to as the "Project."
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Contractor to provide such services.

Terms and Conditions

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

1. Scope of Work.

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

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

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

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

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

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on June 30 2018, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

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

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

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

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

(b) Contractor shall commence work on the Project on or by August 1, 2016. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed Forty Nine Thousand Nine Hundred Nineteen Dollars and Seventy Four Cents (\$49,919.74) in accordance with the provisions of this Section and the Cost Estimate attached hereto as Exhibit B and incorporated herein by this reference

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

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

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

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

4. Termination or Suspension.

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

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

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

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

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator Acting City Engineer Mr. Nourdin Khayata who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates Jennifer Harmon, PE as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Contractor has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Mrs. Jennifer Harmon, Project Manager

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors other than those set forth in Exhibit A section 2, consultants, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for the administration, completion, presentation and quality of all work performed. City reserves its right to employ other contractors in connection with this Project.

(b) If the work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its subcontractors. Negligence of subcontractors or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subcontractors for performance of any professional service under this Agreement.

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

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

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

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

10. **Conflict of Interest.**

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Contractor shall represent the interest of the City in any discussion or negotiation.

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

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this Agreement, during the term of his or her tenure or service with City and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof or obtain any present or anticipated material benefit arising therefrom.

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

12. Non-Discrimination.

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

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

13. Indemnification & Hold Harmless.

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, defend (with independent counsel reasonably acceptable to the City) and hold harmless City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities"), where same arise out of the performance of this Agreement by Contractor, its officers, employees, agents and sub-contractors. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or the acts or omissions of an officer, employee, agent or subcontractor of the Contractor. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

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

14. Insurance

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

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

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

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

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

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

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

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

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

To Contractor: Jennifer Harmon, PE
Diablo Engineering Group
1300 Clay Street, Suite 900
Oakland, CA 94612
Fax: (510) 751-4589

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

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

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

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

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

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

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

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

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

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

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

33. **Time.** Time is of the essence in this contract. Under no circumstances shall completion of the contract exceed June 30 2017.

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

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

CITY OF MARINA

CONTRACTOR

By: _____
Name: Layne Long
Its: City Manager
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

Approved as to form:

By: _____
City Attorney

EXHIBIT A

SCOPE OF WORK

Task 1: Existing Conditions Assessment

Diablo Engineering Group will compile readily available existing information in the project area. Aerial topography is available within the extents of the project area.

Task 2: Develop Conceptual Roadway Designs

Diablo Engineering Group will develop up to six conceptual horizontal roadway alignments and intersection locations/configurations. These conceptual designs will anticipate interim and ultimate design solutions based on available and limited information and input from Caltrans. This is noteworthy because the Caltrans regional study of modifying the SR-1 / Imjin Parkway interchange and the SR-1 / Del Monte Boulevard interchange will not be started by Caltrans until after the City of Marina needs to make decisions associated with extending 2nd Avenue. Thus, these interim and ultimate solutions associated with extending 2nd Avenue will need to comply with current Caltrans standards and without firm decisions related to the future regional study. It is assumed that after review of the conceptual plans, an interim and potential ultimate solution will be selected for refinement.

Task 3: Meeting Attendance & Coordination

Diablo Engineering Group will attend meetings associated with this scope of work. Meeting attendance will be via phone or in person as required or requested by the City. In person meeting attendance includes travel time. This task assumes 44 hours of meeting attendance and coordination. This task may include community interaction meetings and/or city council meetings/workshops. This task may include interaction with the property owner of the previously proposed hotel site representative to develop conceptual roadway designs that are compatible with a proposed development plan. Additional meeting attendance and coordination budget may be necessary to accomplish all of the goals associated with the proposed project.

Task 4: Develop Final Geometric Approval Drawings

Diablo Engineering Group will develop up to two conceptual horizontal roadway alignments and associated intersection configurations. One conceptual roadway design (and intersection configuration) will be for an interim condition. The second conceptual roadway design (and intersection configuration) will be for a "likely" ultimate condition. Final geometric approval drawings will be developed for the interim improvements.

Task 5: Planning Cost Estimate

Based on the approved geometric approval drawings, Diablo Engineering Group will prepare a preliminary cost estimate to be used as the basis for evaluating future funding. Diablo Engineering Group will prepare estimated quantities and unit costs to estimate the overall cost of the proposed improvements. These costs will be based on recent bid results within the area.

EXHIBIT B
Cost Estimate

**Preliminary Design 2nd Ave. Extension &
Patton Parkway Connection**

TASK#	DESCRIPTION	Project Manager Hours	Project Engineer Hours	Designer Hours	Final Hours Total	Final Fee Total
	DESIGN SERVICES					
1	Existing Conditions Assessment	16	0	8	24	\$4,830.88
2	Develop Conceptual Roadway Designs	24	16	32	72	\$12,286.32
3	Meeting Attendance & Coordination	44	0	0	44	\$10,468.92
4	Develop Final Geometric Approval Drawings	24	8	80	112	\$17,190.32
5	Planning Cost Estimate	10	8	8	26	\$4,643.30
	Total	118	32	128	278	\$49,419.74
	Hourly Rate	\$237.93	\$155.00	\$128.00		
	TOTAL FEE	\$28,075.74	\$4,960.00	\$16,384.00		\$49,419.74
	Reimbursable Expense Budget*					\$500.00
	GRAND TOTAL					\$49,919.74
Note: Hourly rates are effective January 1, 2016 through December 31, 2016						
* Project related expenses (reprographics, travel, permit fees, etc.) will be reimbursed at cost plus 10%						

Exhibit C - Insurance

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

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

Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or on an ISO or ACORD form providing coverage at least as broad as ISO form CG 00 01 10 01 and approved in advance by the City Attorney and Risk Manager. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for all coverages. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). Contractor must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Contractor shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 or forms CG 20 10 10 01 and CG 20 37 10 01. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

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

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

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

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on an ISO or ACORD form providing coverage at least as broad as CA 00 01 10 01 approved by the City Attorney and Risk Manager. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

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

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

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

Contractor and City further agree as follows:

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

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

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

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

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

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

g) Unless otherwise approved by City, Contractor's insurance shall be written by insurers authorized and admitted to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

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

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

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

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

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

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

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

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

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

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

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 16, 2016

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-,
APPROVING REIMBURSEMENT AGREEMENT BETWEEN CITY OF
MARINA AND THE FEDERAL BUREAU OF INVESTIGATION FOR THE
FEDERAL BUREAU OF INVESTIGATION TO REIMBURSE THE CITY
OF MARINA FOR THE PLANNING, ENGINEERING AND LEGAL
SERVICES AND FOR CONSTRUCTION AND FURNISHING BUILDING
504 AT THE MARINA MUNICIPAL AIRPORT FOR THE PROPOSED USE
OF SAID BUILDING BY THE FEDERAL BUREAU OF INVESTIGATION,
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. 201, approving reimbursement agreement between City of Marina and the Federal Bureau of Investigation for the Federal Bureau of Investigation to reimburse the City of Marina for the planning, engineering and legal services and for construction and furnishing Building 504 at the Marina Municipal Airport for the proposed use of said building by the Federal Bureau of Investigations, and;
2. Authorize Finance Director to make necessary accounting and budgetary entries, and;
3. Authorize City Manager to execute reimbursement agreement on behalf of City subject to final review by the City Attorney.

BACKGROUND:

The City of Marina has been approached by the Federal Bureau of Investigation (FBI) with a proposal to utilize Building 504 at the Marina Municipal Airport for use as offices for the FBI's North Central Coast Gang Task Force. The Task Force is tasked with combating violent crime linked to street gangs in the greater Monterey County area. Remodeling Building 504 is crucial for the FBI's use as a local field office for the North Central Coast Gang Task Force (NCCGTF). The Task Force's mission of combating violent crime linked to street gangs is of great importance to the safety of residents of the Monterey County area and directly benefits the residents, visitor and businesses of the City.

The City currently owns Building 504. The Police Department is presently using the building for storage of records and equipment in accordance with an Interdepartmental Agreement entered into on May 19, 2011.

Prior to entering into an agreement for the use of Building 504, the FBI is required to remodel the building in accordance with security and structural requirements for buildings used by federal law enforcement agencies. It is proposed the City make the needed upgrades and that the FBI would reimburse the City for expenses incurred (i.e. planning, engineering, legal services and for construction and furnishing the building).

ANALYSIS:

Staff and the City Attorney worked diligently with the FBI in drafting the proposed agreement (“**EXHIBIT A**”). As part of the agreement it is anticipated that a City police officer will be cross designated in order to liaison with the NCCGTF.

Per the agreement and in summary:

1. The City shall perform the tasks necessary to review, process, and prepare Building 504 for the proposed use including:

- (i) Planning and engineering services.
- (ii) Review and approval of the FBI’s plans.
- (iii) Preparation of memoranda, staff reports and resolutions.
- (iv) To prepare material for review of the FBI’s use by the FAA, and
- (v) To remodel, reconstruct, including reroofing if deemed necessary, and equip Building 504 to place it in suitable condition for the proposed use. In performing these services City shall utilize such staff, consultant, and legal services and the services of independent construction contractors and material and equipment suppliers as it deems necessary and appropriate. The performance of services, engagement of contractors, and acquisition of supplies and equipment will be in accordance with the City’s usual and customary procurement practices and regulations including competitive bidding and payment of prevailing wages as required by law. It is acknowledged that the services of any outside party engaged by the City in connection with the scope of services are being rendered for the City; therefore, any work product is the property of the City. Upon installation all improvements, fixtures and equipment shall be City property. Because the services are being rendered in part for the benefit of FBI, the FBI shall be entitled to access to and retention of any copies of all work product, other than that identified as protected by attorney client-privilege, during and subsequent to the term of this Agreement.

2. City Retains Discretion. Nothing the Agreement shall be construed as a limitation on the City’s discretion to deny or condition any approval required for the FBI’s use of Building 504, provided such denial or condition is made in good faith. Upon request the City and the FBI shall meet and confer in good faith for the purpose of resolving any dispute over the terms of this Agreement. The City shall have no liability under this Agreement for:

- (i) Money damages, except as expressly stated herein; or
- (ii) For any decision disapproving the FBI’s use of Building 504. No member of the City Council and no officer, employee or agent of the City shall to any extent be personally liable hereunder.

3. FBI to Reimburse City. The FBI hereby agrees to reimburse City for reviewing processing and preparing Building 504 for the FBI’s use pursuant to this Agreement in an amount not to exceed Ninety Thousand Dollars (\$90,000.00), including but not limited to City staff time, consultant and legal fees and payments made to construction contractors and material and equipment suppliers engaged by the City (“Reimbursement”). The Reimbursement furnished under this Agreement by the FBI shall be nonrefundable to the FBI upon submission to and approval by the FBI of the City’s properly presented invoices for services performed or materials or equipment acquired. Provided, however, all invoices eligible for reimbursement under this agreement must be for services of acquisition which have been performed or acquired and for which prior approval was received in writing from the FBI. The City will submit its written requests for Reimbursement to the FBI together with an itemized written invoice of the expenditures to be reimbursed.

4. Term. This Agreement shall commence upon execution of the Agreement and shall be for an indefinite term subject to termination by either party upon fifteen days prior written notice to the other party or as described elsewhere in this Agreement.

Administration of the agreement will fall to the Community Development who will handle all invoicing, bids, contracts, staff reports and other duties associated with the agreement.

This agreement does not include the fair market rent to be paid by the FBI. That charge will be included in a separate agreement.

FISCAL IMPACT:

Should Council approve this request funding has been provided in the FY 2016-2017 Airport Capital Project Fund within a newly created account titled Building 504 Improvements. Funding for the project was accomplished via a transfer of funds from the Airport Enterprise fund in the amount of \$250,000.

A revenue account will be created within the FY 2016-2017 Airport Fund to accept reimbursements from the FBI related to the Building 504 improvement project.

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 REIMBURSEMENT AGREEMENT BETWEEN CITY OF MARINA AND THE FEDERAL BUREAU OF INVESTIGATION FOR THE FEDERAL BUREAU OF INVESTIGATION TO REIMBURSE THE CITY OF MARINA FOR THE PLANNING, ENGINEERING AND LEGAL SERVICES AND FOR CONSTRUCTION AND FURNISHING BUILDING 504 AT THE MARINA MUNICIPAL AIRPORT FOR THE PROPOSED USE OF SAID BUILDING BY THE FEDERAL BUREAU OF INVESTIGATION, AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND AUTHORIZE THE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, City of Marina has been approached by the Federal Bureau of Investigation (FBI) with a proposal to utilize Building 504 at the Marina Municipal Airport for use as headquarters for the FBI's North Central Coast Gang Task Force, and;

WHEREAS, the FBI's North Central Coast Gang Task Force is tasked with combating violent crime linked to street gangs in the greater Monterey County area , and;

WHEREAS, the City of Marina currently owns Building 504 and the Police Department is presently using Building 504 for storage of Department records and equipment in accordance with an Interdepartmental Agreement entered into on May 19, 2011, and;

WHEREAS, the FBI, prior to entering into an agreement with the City for FBI's use of Building 504, wishes the building be remodeled in order to make it suitable for their use, and;

WHEREAS, the FBI has proposed the City make the needed upgrades and that the FBI will reimburse the City for expenses incurred, i.e. planning, engineering, legal services and for construction and equipping the building, and;

WHEREAS, remodeling Building 504 is crucial for the FBI's use as headquarters for the North Central Coast Gang Task Force and the Task Force's mission of combating violent crime linked to street gangs is of great importance to the safety of residents of the Monterey County area and directly benefits the residents, visitor and businesses of the City.

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

1. Approve reimbursement agreement ("EXHIBIT A") between City of Marina and the Federal Bureau of Investigation for the Federal Bureau of Investigation to reimburse the City of Marina for the planning, engineering and legal services and for construction and furnishing Building 504 at the Marina Municipal Airport for the proposed future use of said building by the Federal Bureau of Investigations, and;
2. Authorize the expenditure of funds from the FY 2016-2017 Airport Capital Project Fund for improvements to Building 504 as stipulated in the reimbursement agreement with the Federal Bureau of Investigation, and;
3. Authorizes Finance Director to make necessary accounting and budgetary entries, and;
4. Authorize City Manager to execute the reimbursement agreement on behalf of City subject to final review by the City Attorney.

Resolution No. 2016-
Page Two

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 16th day of August 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

**REIMBURSEMENT AGREEMENT FOR THE PROVISION OF
PLANNING, ENGINEERING AND LEGAL SERVICES
AND FOR CONSTRUCTION AND EQUIPPING FOR
THE PROPOSED USE OF BUILDING 504
AT THE MARINA MUNICIPAL AIRPORT**

THIS AGREEMENT is made and entered into on _____ __, 2016, by and between the FEDERAL BUREAU OF INVESTIGATION, a federal agency operating under the United States Department of Justice, hereinafter referred to as "FBI" and the CITY OF MARINA, a California charter city, hereinafter referred to as "City," as follows:

Recitals

A. The City owns a concrete cinder block building of approximately 2,508 square feet located at 3220 Imjin Road, Marina, CA, designated Building 504 at the Marina Municipal Airport.

B In accordance with the terms of the Deed under which the Airport real property and improvements were conveyed to the City by the U.S. Army, Building 504 cannot be used for other than airport purposes without the written consent of the Federal Aviation Administration ("FAA"). The FBI's Monterey Bay Resident Agency has a primary and secondary Airport Liaison Agent to respond and liaison with City Airport personnel in the event a crime has occurred on a flight or there is a suspicion of a federal crime being committed on Airport property. The FBI's San Francisco division has aircraft capabilities which are sometimes used within the area of the Monterey Bay Resident Agency area of responsibility and may have a need to land and/or refuel at the Airport.

C. The City's Police Department is presently using Building 504 for storage of Department records and files in accordance with an Interdepartmental Agreement entered into on May 19, 2011.

D The FBI and the City intend to subsequently enter into a memorandum of agreement for the FBI's use of Building 504 to house the FBI's North Central Coast Gang Task Force ("NCCGTF") which is tasked with combating violent crime linked to street gangs in the greater Monterey County area.

E. It is anticipated that, provided authority is granted in accordance with federal law, a City police officer will act in a part time capacity on the NCCGTF.

F. Prior to entering into an agreement for the FBI's use of Building 504, in order to compensate the City for expenses incurred and to be incurred in processing the proposed use and in remodeling and equipping Building 504 to place the building in a suitable condition for the FBI's proposed use the City is willing to expend funds on the condition that these expenditures will be reimbursed by the FBI.

F. The FBI agrees herein to compensate and reimburse the City for expenses incurred and to be incurred in the processing and facilitating of the above described use in accordance with this Agreement.

G. The parties recognize that the processing, review, construction, remodeling and procurement activities of the City must be conducted in an efficient and timely manner.

H. The purpose of this Agreement is to set forth the terms and conditions upon which the City will process the proposed use and be reimbursed for remodeling, reconstructing and equipping Building 504 to make Building 504 suitable for the FBI's proposed use under subsequent memorandum of agreement between the parties which agreement will require the payment of not less than current fair market value for occupancy.

Terms and Conditions

In consideration of the mutual promises contained herein, City and the FBI agree to the following terms and conditions:

1. Scope of Services & Activities. City shall perform the tasks necessary to review, process, and prepare Building 504 for the proposed use including: (i) planning and engineering services, (ii) review and approval of the FBI's plans, (iii) preparation of memoranda, staff reports and resolutions, (iv) to prepare material for review of the FBI's use by the FAA, and (v) to remodel, reconstruct, including reroofing if deemed necessary, and equip Building 504 to place it in suitable condition for the proposed use. In performing these services City shall utilize such staff, consultant, and legal services and the services of independent construction contractors and material and equipment suppliers as it deems necessary and appropriate. The performance of services, engagement of contractors, and acquisition of supplies and equipment will be in accordance with the City's usual and customary procurement practices and regulations including competitive bidding and payment of prevailing wages as required by law. It is acknowledged that the services of any outside party engaged by the City in connection with the scope of services are being rendered for the City; therefore, any work product is the property of the City. Upon installation all improvements, fixtures and equipment shall be City property. Because the services are being rendered in part for the benefit of FBI, the FBI shall be entitled to access to and retention of any copies of all work product, other than that identified as protected by attorney client-privilege, during and subsequent to the term of this Agreement.

2. City Retains Discretion. Nothing set forth in this Agreement shall be construed as a limitation on the City's discretion to deny or condition any approval required for the FBI's use of Building 504, provided such denial or condition is made in good faith. Upon request the City and the FBI shall meet and confer in good faith for the purpose of resolving any dispute over the terms of this Agreement. The City shall have no liability under this Agreement for: (i) money damages, except as expressly stated herein; or (ii) for any decision disapproving the FBI's use of Building 504. No member of the City Council and no officer, employee or agent of the City shall to any extent be personally liable hereunder.

3. FBI to Reimburse City. The FBI hereby agrees to reimburse City for reviewing processing and preparing Building 504 for the FBI's use pursuant to this Agreement in an amount not to exceed Ninety Thousand Dollars (\$90,000.00), including but not limited to City staff time, consultant and legal fees and payments made to construction contractors and material and equipment suppliers engaged by the City ("Reimbursement"). The Reimbursement furnished under this Agreement by the FBI shall be nonrefundable to the FBI upon submission to and approval by the FBI of the City's properly presented invoices for services performed or materials or equipment acquired. Provided, however, all invoices eligible for reimbursement under this Agreement must be for services or acquisitions which have been performed or acquired and for which payment has been made by the FBI. The City will submit its written

requests for Reimbursement to the FBI together with an itemized written invoice of the expenditures to be reimbursed.

4. Term. This Agreement shall commence upon execution of the Agreement and shall be for an indefinite term subject to termination by either party upon fifteen days prior written notice to the other party or as described elsewhere in this Agreement.

5. Good Faith & Without Obligation. The FBI and the City agree that they will negotiate diligently and in good faith to draft and enter into such agreements or instruments as may be necessary and appropriate to document the transaction agreed upon by the Parties, including, without limitation, a memorandum of agreement or other instrument providing for the FBI's use of Building 504. This Agreement is solely an agreement to provide reimbursement to the City for certain activities in connection with placing Building 504 in suitable condition for the FBI's proposed use and is not a final agreement for use of Building 504. The Parties acknowledge that this Agreement does not establish the essential terms of any lease. The essential terms for the FBI's use of Building 504, shall be set forth, if at all, in a subsequent agreement approved and executed by the authorized representatives of each party. Each Party assumes the risk that, notwithstanding this Agreement and good faith negotiations, the parties may not enter into an agreement for the FBI's use of Building 504 due to the parties' failure to agree upon essential terms for the transaction. This Agreement is entered into without prejudice to the rights of either party.

6. Modification. This Agreement is not subject to amendment or modification except by a writing signed by the parties hereto.

7. Notice. Unless otherwise mutually agreed upon in writing by the parties, all notifications, notices, demands, requests and other communications herein provided for or made pursuant hereto shall be in writing and shall be sent by (i) registered or certified mail, return receipt requested, and the giving of such communication shall be deemed complete on the third (3rd) Business Day after the same is deposited in a United States Post Office with postage charges prepaid, or (ii) reputable overnight delivery service, and the giving of such communication shall be deemed complete on the immediately succeeding Business Day after the same is deposited with such delivery service.

If to the FBI, addressed to Lucas A. Beebe and/or the Supervisory Senior Resident Agent, Monterey Bay RA, 2200 Garden Road, Suite 102, Monterey CA, or at such other address in the continental United States as the FBI may furnish to the City in writing:

If to the City, addressed to its address set forth below, or at such other address in the continental United States as the City may furnish to the FBI in writing:

City of Marina, Attn: City Manager, 211 Hillcrest Avenue, Marina, CA 93933

8. 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.

9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute one and the same instrument.

10. Severability. If any part of this Agreement is held to be illegal or unenforceable

by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

11. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement may not be assigned by either of the parties thereto.

12. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

13. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal United States District Court in San Jose, CA, or as close thereto as possible, or in the Monterey County Superior Court in Monterey, CA. Venue for this Agreement, and performance thereunder, shall be the City of Marina.

14. Entire Agreement/Signatory Authority. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. Each signatory to this Agreement hereby warrants and represents that he or she is the duly authorized agent of the party and has been authorized to sign this Agreement on behalf of that party.

IN WITNESS WHEREOF, the FBI and the City of Marina by its duly authorized representative, have executed this Agreement on the date(s) set forth below.

CITY OF MARINA

FEDERAL BUREAU OF INVESTIGATION

By _____
Layne Long,
City Manager
Date: _____ 2016

By: _____
John F. Bennett
Supervising Agent-In-Charge (SAC)
Date: _____ 2016

Approved as to form:

By: _____
City Attorney

By: _____
FBI Finance Manager

August 4, 2016

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 16, 2016

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-,
ACCEPTING THE IMJIN PKWY BIKE LANE PROJECT AND
AUTHORIZING FILING NOTICE OF COMPLETION WITH
MONTEREY COUNTY RECORDER'S OFFICE**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2016-, accepting the Imjin Pkwy Bike Lane Project, and;
2. Authorizing filing of Notice of Completion with Monterey County Recorder's Office.

BACKGROUND:

At the regular meeting of March 4, 2014, the City Council adopted Resolution No. 2014-16, approving advertising and call for bids for the Imjin Pkwy Bike Lane Project.

On May 8, 2014, five (5) sealed bids were received, opened and publicly read for the Imjin Pkwy Bike Lane Project. The low bidder was Anderson Pacific Engineering Construction, Inc. of Santa Clara, California.

At the regular meeting of May 20, 2014, the City Council adopted Resolution No. 2014-43 authorizing the awarding of the contract to Anderson Pacific Engineering Construction, Inc. of Santa Clara, California in the amount of \$1,750,921.00 plus \$249,079 for construction inspection, material testing, biological consultation, administration and project closeout.

ANALYSIS:

A budget amount of \$2,200,000 was approved for the Imjin Pkwy Bike Lane Project. The final construction cost with twelve contract change order was \$1,788,411.30. The final project costs are \$2,195,492.63.

The Project is now complete. It is appropriate to accept these public improvements and to file a Notice of Completion for the project with the Monterey County Recorder's Office ("EXHIBIT A").

FISCAL IMPACT:

None

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, PE
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
ACCEPTING THE IMJIN PKWY BIKE LANE PROJECT CONTRACT WITH
GRANITE CONSTRUCTION OF WATSONVILLE, CALIFORNIA AND
AUTHORIZING THE FILING OF NOTICE OF COMPLETION WITH THE
MONTEREY COUNTY RECORDERS OFFICE

WHEREAS, at the regular meeting of March 4, 2014, the City Council adopted Resolution No. 2014-16, approving advertising and call for bids for the Imjin Pkwy Bike Lane Project.

WHEREAS, on May 8, 2014, five (5) sealed bids were received, opened and publicly read for the Imjin Pkwy Bike Lane Project. The low bidder was Anderson Pacific Engineering Construction, Inc. of Santa Clara, California.

WHEREAS, at the regular meeting of May 20, 2014, the City Council adopted Resolution No. 2014-43 authorizing the awarding of the contract to Anderson Pacific Engineering Construction, Inc. of Santa Clara, California in the amount of \$1,750,921.00 plus \$249,079 for construction inspection, material testing, biological consultation, administration and project closeout.

WHEREAS, a budget amount of \$2,200,000 was approved for the Imjin Pkwy Bike Lane Project. The final construction cost with twelve contract change order was \$1,788,411.30. The final project costs are \$2,195,492.63.

WHEREAS, the Project is now complete. It is appropriate to accept these public improvements and to file a Notice of Completion for the project with the Monterey County Recorder's Office.

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

1. Accept the Imjin Pkwy Bike Lane Project, and;
2. Authorize filing of Notice of Completion with the Monterey County Recorder's Office.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 16th day of August 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

After Recordation Return To:

City of Marina
Community Development Department
211 Hillcrest Avenue
Marina, CA 93933

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the City of Marina, a municipal corporation, did, on the 2nd Day of July, 2014, enter into a contract with Anderson Pacific Engineering Construction, Inc. wherein said contractor agreed to complete all work for the Imjin Pkwy Bike Lane Project according to plans and specifications furnished by the City of Marina.

That the work under said contract was actually completed by the contractor or assignee, and accepted by the City of Marina on February 3, 2015.

The real property involved in said contract is described as Imjin Parkway from Reservation Rd. to Imjin Rd. and the property interest of the City of Marina is Owner.

Dated: August __, 2016

MARINA, a Municipal Corporation

BY _____
Nourdin Khayata
Acting City Engineer

VERIFICATION

I, the undersigned, say: I am the Acting City Engineer of the City of Marina, a Municipal Corporation, and the declarant of the foregoing notice of completion: I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2016, at Marina, California.

Nourdin Khayata
Acting City Engineer

STATE OF CALIFORNIA }ss.
COUNTY OF MONTEREY }

On _____ before me

_____, a Notary Public in and for the County of

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

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

WITNESS my hand and official seal.

[seal]

Notary Public

August 4, 2016

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 16, 2016

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-,
ACCEPTING THE 2015 TRANSPORTATION ENHANCEMENT
PROJECT AND AUTHORIZING FILING NOTICE OF COMPLETION
WITH MONTEREY COUNTY RECORDER'S OFFICE**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2016-, accepting the 2015 Transportation Enhancement Project, and;
2. Authorizing filing of Notice of Completion with Monterey County Recorder's Office.

BACKGROUND:

At the regular meeting of July 14, 2015, the City Council adopted Resolution No. 2015-84, approving advertising and call for bids for the 2015 Transportation Enhancement Project (Reservation Road resurfacing and improvements to Imjin Parkway).

On September 10, 2015, three (3) sealed bids were received, opened and publicly read for the 2015 Transportation Enhancement Project. The low bidder was Granite Construction of Watsonville, California.

At the regular meeting of October 6, 2015, the City Council adopted Resolution No. 2015-118, authorizing the awarding of the contract to Granite Construction of Watsonville, California in the amount of \$1,796,569.50 plus \$155,000 for City staff construction inspection, administration and project closeout.

ANALYSIS:

A budget amount of \$1,796,569.50 was approved for the 2015 Transportation Enhancement Project. The final construction cost with three contract change order was \$1,111,766.06. The final project costs are \$1,157,680.84.

The Project is now complete. It is appropriate to accept these public improvements and to file a Notice of Completion for the project with the Monterey County Recorder's Office ("EXHIBIT A").

FISCAL IMPACT:

None

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, PE
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
ACCEPTING THE 2015 TRANSPORTATION ENHANCEMENT PROJECT
CONTRACT WITH GRANITE CONSTRUCTION OF WATSONVILLE,
CALIFORNIA AND AUTHORIZING THE FILING OF NOTICE OF
COMPLETION WITH THE MONTEREY COUNTY RECORDERS OFFICE

WHEREAS, at the regular meeting of July 14, 2015, the City Council adopted Resolution No. 2015-84, approving advertising and call for bids for the 2015 Transportation Enhancement Project.

WHEREAS, on September 10, 2015, three (3) sealed bids were received, opened and publicly read for the 2015 Transportation Enhancement Project. The low bidder was Granite Construction of Watsonville, California.

WHEREAS, at the regular meeting of October 6, 2015, the City Council adopted Resolution No. 2015-118m authorizing the awarding of the contract to Granite Construction of Watsonville, California in the amount of \$1,796,569.50 plus \$155,000 for City staff construction inspection, administration and project closeout.

WHEREAS, a budget amount of \$1,796,569.50 was approved for the 2015 Transportation Enhancement Project. The final construction cost with three contract change order was \$1,111,766.06. The final project costs are \$1,157,680.84.

WHEREAS, the Project is now complete. It is appropriate to accept these public improvements and to file a Notice of Completion for the project with the Monterey County Recorder's Office.

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

1. Accept the 2015 Transportation Enhancement Project, and;
2. Authorize filing of Notice of Completion with the Monterey County Recorder's Office.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 16th day of August 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

After Recordation Return To:

City of Marina
Community Development Department
211 Hillcrest Avenue
Marina, CA 93933

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the City of Marina, a municipal corporation, did, on the 1st Day of November, 2015, enter into a contract with Granite Construction wherein said contractor agreed to complete all work for the 2015 Transportation Enhancement Project according to plans and specifications furnished by the City of Marina.

That the work under said contract was actually completed by the contractor or assignee, and accepted by the City of Marina on March 7, 2013.

The real property involved in said contract is described as Imjin Parkway, from 2nd Avenue to Imjin Road, and Reservation Road, from Seacrest Avenue to Crescent Avenue to and the property interest of the City of Marina is Owner.

Dated: August __, 2016

MARINA, a Municipal Corporation

BY _____
Nourdin Khayata
Acting City Engineer

VERIFICATION

I, the undersigned, say: I am the Acting City Engineer of the City of Marina, a Municipal Corporation, and the declarant of the foregoing notice of completion: I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2016, at Marina, California.

Nourdin Khayata
Acting City Engineer

STATE OF CALIFORNIA }ss.
COUNTY OF MONTEREY }

On _____ before me

_____, a Notary Public in and for the County of

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

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

WITNESS my hand and official seal.

[seal]

Notary Public

August 5, 2016

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 16, 2016

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-,
APPROVING APPROPRIATION OF ABRAMS B BOND PROCEEDS
FOR CITY CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS,
AND; AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY
BUDGETARY AND ACCOUNTING ENTRIES SUBJECT TO FINAL
REVIEW AND APPROVAL BY BOND COUNSEL**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2016-, approving appropriation of Abrams B Bond proceeds for City Capital Improvement Program (CIP) projects, and;
2. Authorize Finance Director to make necessary budgetary and accounting entries subject to final review and approval by Bond Counsel.

BACKGROUND:

On October 3, 2006, the City Council adopted Resolution No. 2006-261 approving the sale of bonds to acquire Fort Ord Reuse Authority's (FORA) interest in the Abrams B property, and to finance approved CIP projects.

On November 22, 2006, the bond sale yielded \$14,360,000. Issuance costs of \$926,758 reduced available proceeds to \$13,433,242, of which \$1,460,000 was retained by the trustee pending revision to flood plain maps for the Abrams B project area. FORA was paid \$7,714,482 for its interest in Abrams B, leaving \$4,255,760 for eligible projects identified in the bond indenture. When the flood plain map was revised, the \$1,460,000 was released, one-half to FORA and the remaining \$730,000 to the City for approved projects.

ANALYSIS:

In preparation for the Abrams B refinancing currently underway, the City will be making the final request to drawdown the balance of funds on-hand related to the Abrams B bond proceeds available for project expenditures. To that end, Council is requested to authorize Abrams B bond funding for the following four completed projects:

\$ 100,000.00	P25 Sports Complex (FY15/16)
\$ 44,000.00	Redwood Dr pavement resurfacing (FY12/13)
\$ 48,098.00	Palm Ave pavement resurfacing (FY13/14)
\$ 51,031.40	#712 California Reservation/Carmel (FY11/12)
\$ 243,129.40	

FISCAL IMPACT:

Should the City Council approve this request, \$243,129.40 Abrams B Bond funds would be appropriated.

CONCLUSION:

The 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-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING APPROPRIATION OF ABRAMS B BOND PROCEEDS FOR
CITY CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS, AND;
AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY
BUDGETARY AND ACCOUNTING ENTRIES SUBJECT TO FINAL
REVIEW AND APPROVAL BY BOND COUNSEL

WHEREAS, on November 22, 2006, the bond sale yielded \$14,360,000. Issuance costs of \$926,758 reduced available proceeds to \$13,433,242, of which \$1,460,000 was retained by the trustee pending revision to flood plain maps for the Abrams B project area; and

WHEREAS, FORA was paid \$7,714,482 for its interest in Abrams B, leaving \$4,255,760 for eligible projects identified in the bond indenture; and when the flood plain map was revised, the \$1,460,000 was released, one-half to FORA and the remaining \$730,000 to the City for approved projects; and

WHEREAS, in preparation for the bond refinancing, the City will be making the final request to drawdown the balance of funds on-hand related to the Abrams B bond proceeds available for project expenditures.

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

1. Approve amended expenditure of Abrams B Bond proceeds for City Capital Improvement Program (CIP) projects as follows:

\$ 100,000.00	P25 Sports Complex (FY15/16)
\$ 44,000.00	Redwood Dr pavement resurfacing (FY12/13)
\$ 48,098.00	Palm Ave pavement resurfacing (FY13/14)
\$ 51,031.40	#712 California Reservation/Carmel (FY11/12)
\$ 243,129.40	

2. Authorize Finance Director to make necessary budgetary and accounting entries subject to final review and approval by Bond Counsel.

PASSED AND ADOPTED, at a regular meeting of City Council of the City of Marina, duly held on the 16th day of August 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

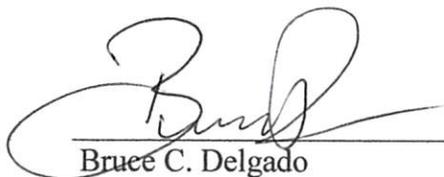


DATE: AUGUST 9, 2016
TO: MARINA CITY COUNCIL
FROM: ECONOMIC DEVELOPMENT COMMISSION INTERVIEW PANEL
SUBJECT: RECOMMENDATION FOR APPOINTMENT

We, the undersigned members of the Economic Development Commission Interview Panel, hereby make the following recommendation to the City Council for consideration to fill one (1) seat based on interviews conducted on: Tuesday, August 9, 2016.

ONE APPOINTMENT, TERM EXPIRING FEBRUARY 2018

1. James Stahl



Bruce C. Delgado
Mayor

8/9/16

Date



Nancy Amadeo
Council Member
Economic Development Commission Liaison

8/9/16

Date

INTERVIEW EVALUATION FORM
ECONOMIC DEVELOPMENT COMMISSION

APPLICANT

Name: JAMES STAHL

Date: AUGUST 9, 2016

SECTION A

RESIDENCY IN CITY/COUNTY	COMMUNITY & CIVIC INVOLVEMENT	EDUCATIONAL EXPERIENCE	PROFESSIONAL EXPERIENCE	ATTENDANCE OR PARTICIPATION AT PAST ECONOMIC DEVELOPMENT COMMISSION MEETINGS
Knowledge of area (10 pts)	Participation in City commissions and/or civic organizations (10 pts)	Application to field of planning and zoning (10 pts)	Understanding local municipal planning or development ordinances (10 pts)	Attendance or participation at past or current Economic Development Commission Meetings (10 pts)

SECTION B - QUESTIONS (10 points each)

- Why did you apply for this commission? *wife excited about Art District. Want to give back.*
- What do you see as the role of an EDC member? *Don't know.*
- What is your perception of the City's future and how would you encourage economic development within it? *gaily in that*
- Do you have ideas to support the businesses or attract new ones to Marina? *Art District festivals of economic*
- Why are you the best choice for this position? *Food Coach festival. Many part of all but*

Comments: *Don't think the best choice. Business supported way to move. Takes a team. Art district ahead.*

Qualified: yes () no *Similar to technology want to get people best of cars +*

Recommended for further consideration by City Council yes () no *participate other forms.*

Evaluated by: Bruce DeHaven

SECTION C - SCORING

Sec. A	Residency / Knowledge of Area	Involvement / Participation	Education Experience	Profession Experience	Attendance / Participation in meetings	Total Points for Section A
Question 1	5	5	5	8	5	28
Question 2	6	0	6	8	6	26
Question 3						
Question 4						
Question 5						
Grand Total						54

INTERVIEW EVALUATION FORM
ECONOMIC DEVELOPMENT COMMISSION

APPLICANT

Name: JAMES STAHL

Date: AUGUST 9, 2016

SECTION A

RESIDENCY IN CITY/COUNTY	COMMUNITY & CIVIC INVOLVEMENT	EDUCATIONAL EXPERIENCE	PROFESSIONAL EXPERIENCE	ATTENDANCE OR PARTICIPATION AT PAST ECONOMIC DEVELOPMENT COMMISSION MEETINGS
Knowledge of area (10 pts)	Participation in City commissions and/or civic organizations (10 pts)	Application to field of planning and zoning (10 pts)	Understanding local municipal planning or development ordinances (10 pts)	Attendance or participation at past or current Economic Development Commission Meetings (10 pts)

SECTION B - QUESTIONS (10 points each) *Wife saw arts district mtg and saw good fit*

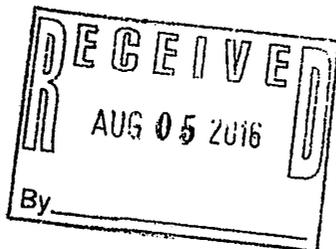
- Why did you apply for this commission? *Don't know*
- What do you see as the role of an EDC member? *Don't know*
- What is your perception of the City's future and how would you encourage economic development within it? *Quality First Create new*
- Do you have ideas to support the businesses or attract new ones to Marina? *Attract through the Arts*
- Why are you the best choice for this position? *Not the best but believes in teamwork to find solutions*

Comments:

Qualified: () yes () no
 Recommended for further consideration by City Council () yes () no
 Evaluated by: *Nancy L. Amadeo*

SECTION C - SCORING

Sec. A	Residency / Knowledge of Area	Involvement / Participation	Education Experience	Profession Experience	Attendance / Participation in meetings	Total Points for Section A
Question 1	7	8	10	10	8	37
Question 2	5	5	7	3	1	21
Question 3						
Question 4						
Question 5						
Grand Total						58



CANDIDATE FOR PUBLIC SERVICE APPOINTMENT

Office Use Only	
Received On:	_____
Interview Date:	_____
Registered Voter:	_____
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Application Valid Thru	

Committee/Commission Applying for: Marina Economic Committee

Section A - General Information

Name (last, first, middle): STAHL, JAMES, MICHAEL

Home Address (address, city): _____

Home Phone: 831 _____ Business Phone: _____ Fax Number: _____

E-Mail: _____

Employer: RETIRED Address: _____

Section B - Residency

Length of Residency in the City of Marina: 14 (yrs.) Length of Residency in Monterey County 27 (yrs.)

Are you a registered voter in Marina? yes no

Section C - Questionnaire

How many hours can you devote to the Commission / Committee per month? 5 (hrs.)

**Please include years or period of membership or service below.
If additional space needed, please feel free to attach additional pages to application.*

1) Educational Background: PLEASE SEE ATTACHED

2) Occupational Experience: _____

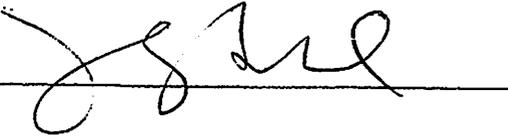
3) Professional or technical organization memberships: _____

4) Civic or Community experience, group memberships, or previous service appointments: 1002-2003
was an active member of Marina Arts Council. I led an
an appeal to the City of Seaside in early 1990's to
stop a halfway house from happening next door.

5) Experience and or knowledge pertaining to the area of interest: I have been involved in a
number of museum expansions: Akron Art Museum, The J. Paul Getty,
and the Monterey Bay Aquarium. But always hands on. I think
the success of any enterprise is communications and marketing!

I hereby place my signature below which constitutes that the information on this form are true and correct.

Signature



August 8, 2016
Date



Verification of Voter Registration

I, James M Stahl, hereby declare that I am a registered voter in the City of Marina at the address indicated below and that the following information is true and correct:

(Please Print or type)

Name: James Stahl

Address: _____

City: Marina Marina, California 93933

Phone Number: (home) _____ (work) cell 831

Fax Number (if any): _____

Email Address: _____

Dated this August 4 day of 2016.

Signature [Handwritten Signature]

<u>Monterey County Elections Department</u>	
<input checked="" type="checkbox"/>	Yes, registered voter of Marina
<input type="checkbox"/>	No, not a registered voter of Marina
<u>[Handwritten Signature]</u>	
Signature of MCED Verifying	

Curriculum Vitae

James M. Stahl

Marina, CA 93933

Mobile: 831

Email: jstahl@stahl.com

Professional Profile:

Museum Exhibits Engineer/Designer & Builder – I have worked on a variety of projects from exhibition interactive development, seismic conservation of museum antiquities, and exhibition design & installations. I have built hands on displays for a number of world-renowned institutions and private collections. This has required a knowledge of:

Sketching, mechanical drawing, and Sculpting

Fabrication materials – metals, woods, polymers and various assembling techniques

Electric and gas Welding, Brazing & Soldering

Relays & Electro Mechanical & Power Transmission

Mechanical and Electrical Skills

Computer Numerated & Controlled programming and machinery

Molding/Model making

3-D Printing and rendering, AutoCAD

Communication Skills & Time management

Professional Experience:

Exhibit Development Engineer
Monterey Bay Aquarium,
Sept 1989 – May 2015

Senior Conservation Technician
The J. Paul Getty Museum
June 1984 – August 1989

Exhibition Preparator
San Diego Museum of Art
Sept 1981 - May 1984

Monterey Bay Aquarium

Working with the Aquarium exhibit developers and designers, I have produced many of the hands on content driven exhibits that have been displayed in the Aquarium since 1989.

Responsibilities:

Helping to create a look and experience in public content driven educational displays and exhibits. Exhibit design, development, and production of safe and durable public interactives. Assisting Aquarists with the exhibit functions of motion and lighting.

Essential Functions and Achievements:

As part of my position I was required to use advanced knowledge and skills in exhibit interactive development, design, prototyping and fabrication; conceptualize and develop exhibit spaces, components, interactives and systems; produce complex fabrication documentation for complex temporary and permanent exhibits; organized work and met deadlines in the concept, development, design, testing and documentation phases of each exhibit project. I served as a member on an exhibits interactive development team to gather ideas, content and translate them into exiting, engaging, relevant interactive visitor experiences that fit the aquariums look and feel. I collaborated with team members; consulted with project designers and developers when necessary to ensure accuracy and appropriate interpretation of the exhibits narrative content. I worked on creating rich design solutions for exhibit floor spaces, interactive components, lighting design, and other exhibit elements. I developed and executed a plan of work to test ideas for interactive exhibit components by fabricating full-scale, operational version, or prototypes, of exhibits components, as needed for review. I developed cost estimates and timetables for building prototypes and interactives that fit into project budgets and schedules. I also assisted in the maintenance of exhibit interactives and other components, as needed. This included building custom designed engineered and fabrication of mechanical objects (interactives exhibits, kinetic sculpture, stage effects, etc.). I documented all aspects of the evolution of each interactive (research, prototype development and fabrication) and produced exhibit construction documentation, including plans, sections, details, notes and maintenance documentation using AutoCAD and other similar software.

The J. Paul Getty Museum, Antiquities Conservation
Pacific Coast Highway Malibu, CA
June 1984 – August 1989
Senior Conservation Technician

Responsibilities:

Worked with curatorial departments, objects conservators, and museum designers to create seismically safe display mounts for fragile objects as small as a honeybee to objects weighing several tons.

Achievements:

- Received a United States patent for the invention and creation of a “passive” seismic mitigation device
- Designed a method for quickly creating exact graphic contours of objects out in the field or in the workshop.
- Created an artifact mount that is secure, safe (for the object), and invisible, that continues to be used today by the Getty and other institutions.
- Designed a drilling method for safely drilling small to large-scale marble sculptures, allowing for less movement and stress on the artifact.

San Diego Museum of Art, Exhibition Department
Balboa Park, CA
Sept 1981 - May 1984
Exhibition Preparator

Responsibilities:

Worked with the exhibition department during installation and de-installation erecting walls and creating aesthetic environments for permanent and traveling art exhibitions. Keeping art work safe and appropriately displayed to museum standards.

Achievements:

Developed a system of movable walls making their public space configurations for temporary exhibits much safer and with less time.

Personal Interests:

- Designing Electric Vehicles, Clay Sculpting, 3-D design and printing,
- Reading Science and Nature magazines and How To publications

Education:

Kent State University, Kent, Ohio January 1970, 1971
University of Akron, Akron, Ohio September 1973, 1977
Many electives at various institutions over the years as need be

July 21, 2016

Item No. **8f(1)11a**

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting
of August 16, 2016

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-, A RESOLUTION TO ADOPT THE MONTEREY COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN (MJHMP) UPDATE AS AN OFFICIAL PLAN OF THE CITY OF MARINA.

RECOMMENDATION:

It is requested that the City Council consider:

1. Adopting Resolution No. 2016-, approving an update to the Monterey County Multi-Jurisdictional Hazard Mitigation Plan, and;
2. Adopt the Monterey County Multi-Jurisdictional Hazard Mitigation Plan as an official plan of the City of Marina.

BACKGROUND:

In an effort to reduce the nation's mounting natural disaster losses, the U.S. Congress passed the Disaster Mitigation Act of 2000 to amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act by invoking new and revitalized approaches to hazard mitigation planning. Section 322 of the Act emphasizes the need for state and local government entities to closely coordinate on hazard mitigation planning activities, and makes the development of a hazard mitigation plan a specific eligibility requirement for any local government applying for federal mitigation grant funds. Communities with an adopted and federally-approved hazard mitigation plan are eligible to receive certain types of mitigation funds before and after future disaster declarations, and, in some ways, are “pre-positioned” or “pre-qualified” for this funding.

To implement the new Stafford Act provisions, the Federal Emergency Management Agency (FEMA) published requirements and procedures for local hazard mitigation plans in the Code of Federal Regulations (CFR) at Title 44, Chapter 1, Part 201.6. These regulations specify minimum standards for developing, updating, and submitting local hazard mitigation plans for FEMA review and approval at least once every five years.

This Plan was prepared in coordination with FEMA and the California Office of Emergency Services (COES) to ensure that it meets all applicable federal and state requirements. This includes conformance with FEMA’s latest Local Mitigation Planning Handbook (released March 2013) and Local Mitigation Plan Review Guide (released October 2011).

Public Law 106-390, known as the Disaster Mitigation Act of 2000, amended the Robert T. Stafford Disaster Relief and Emergency Service Act (ACT). This ACT requires local government to have a Local Hazard Mitigation Plan (LHMP).

At the regular meeting of the Marina City Council held on September 7, 2005, the Marina City Council approved Resolution No. 2005-208, approving an agreement between the City of Marina and the Monterey County Office of Emergency Services for development and participation in a Multi-Jurisdictional Hazard Mitigation Plan.

At the regular meeting of the Marina City Council held on September 18, 2007, the Marina City Council approved Resolution No. 2007-219, adopting the Multi-jurisdictional Hazard Mitigation Plan.

At the regular meeting of the Marina City Council held on December 6, 2011, the Marina City Council approved Resolution No. 2011-197, approving Letter of Commitment as a participating jurisdiction in Monterey County Multi-jurisdictional Hazard Mitigation Plan (LHMP) update.

ANALYSIS:

The general purpose of this Monterey County Multi-Jurisdictional Hazard Mitigation Plan is:

- To protect life and property by reducing the potential for future damages and economic losses that result from known hazards;
- To qualify for additional grant funding, in both the pre-disaster and post-disaster environment;
- To speed recovery and redevelopment following future disaster events;
- To sustain and enhance existing governmental coordination throughout Monterey County and demonstrate a firm local commitment to hazard mitigation principles; and
- To comply with federal and state requirements for local hazard mitigation plans.

The current Multi-Jurisdiction Local Hazard Mitigation Plan was approved by Federal Emergency Management Agency (FEMA) on October 22, 2007. The existing plan needs to be updated every five years. The existing plan must be updated in order to be eligible for certain federal, pre and post-disaster mitigation grants.

Within the Monterey County Multi-Jurisdictional Hazard Mitigation Plan each signatory agency is required to update their specific Mitigation Action Matrix. The Mitigation Action Matrix for Marina can be found in Appendix N, Table N-10. The updates we are asking Council to approve can be found in action items number 7 and 8. The updates have been vetted and approved by FEMA and OES.

Item # 7

During the next General Plan Update, within the Safety Element, collect background data specific to Marina and consider appropriate goals, policies and objectives to address each hazard type identified within the Multi-jurisdictional Hazard Mitigation Plan.

Item #8

Continue to collaborate with CSUMB and the City of Seaside to provide resources for the organization, staffing, training, activation, and operation of the joint Regional Emergency Operations Center (EOC).

The County Plan has been updated by the 12 participating agencies to reflect new data, information, and priorities that may have changed since the last update. The update process was led by Monterey County, with technical support from AECOM, and through a collaborative partnership with the NOAA Coastal Services Center and National Association of Counties (NACo).

FISCAL IMPACT:

There is no fiscal impact to approving this agreement. Not approving this agreement may disqualify us from receiving certain federal pre and post disaster mitigation grants.

CONCLUSION:

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

Respectfully submitted,

Doug McCoun
Fire Chief
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 TO ADOPT THE MONTEREY COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN (MJHMP) UPDATE AS AN OFFICIAL PLAN OF THE CITY OF MARINA.

WHEREAS, Public Law 106-390 known as the Disaster Mitigation Act of 2000 amended the Robert T. Stafford Disaster Relief and Emergency Service Act (ACT), and;

WHEREAS, the local governments without an approved Local Hazard Mitigation Plan will not be eligible to receive Hazard Mitigation Grant Program project grants, and;

WHEREAS, at the regular meeting of the Marina City Council held on September 7, 2005, the Marina City Council approved Resolution No. 2005-208, approving an agreement between the City of Marina and the Monterey County Office of Emergency Services for the development and participation in a Multi-Jurisdictional Hazard Mitigation Plan, and;

WHEREAS, at the regular meeting of the Marina City Council held on September 18, 2007, the Marina City Council approved Resolution No. 2007-219, adopting the Multi-Jurisdictional Hazard Mitigation Plan, and;

WHEREAS, at the regular meeting of the Marina City Council held on December 6, 2011, the Marina City Council approved Resolution No. 2011-197, approving Letter of Commitment as a participating jurisdiction in Monterey County Multi-Jurisdictional Hazard Mitigation Plan (LHMP) update, and;

WHEREAS, the City of Marina has historically experienced damage from natural and human-caused hazards such as drought, flooding, severe wind, transportation accidents, wildfire and winter storms. These hazards may continue to occur, possibly resulting in loss of property and life, economic hardship and threats to public health and safety; and

WHEREAS, the 2015 Monterey County Multi-Hazard Mitigation Plan (the Plan) has been developed after gathering information, review data, and conducting research with the assistance of AECOM Corporation, and updated work by the City of (Jurisdiction Name) in association and cooperation with the County of Monterey and State of California Office of Emergency Services in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Plan specifically addresses hazard vulnerabilities, mitigation strategies and plan maintenance procedures for the City of Marina;

WHEREAS, the City of Marina is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, The City of Marina has reviewed the Plan and affirms that the Plan will be updated no less than every 5 years.

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

1. The Plan is hereby adopted as an official plan of the City of Marina.

2. The Plan shall be implemented, monitored and maintained by the officials/staff designated in the Plan for a period of five (5) years with the full support of this resolution.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 16th day of August 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

Appendix N
City of Marina

Table N-1
City of Marina Estimated Population and Building Inventory

Population	Residential Buildings		Nonresidential Buildings	
2000 Census Population Count*	Total Building Count	Total Value of Buildings ** (x\$1000)	Total Building Count	Total Value of Buildings*** (x\$1000)
25,101	3,478	547,847	472	223,864

Source: Monterey County (residential and nonresidential buildings) and U.S. Census 2000 population data.

* Population count using census blocks within the city limits.

** Tax Assessor records.

***Tax Assessor records.

Table N-2
City of Marina Critical Facilities and Infrastructure

Category	Facility	Address	Estimated Insured Structural Value (x\$1000)
Government	City Hall	211 Hillcrest Ave.	6,659
	City Hall Annex / Community Development Department	209 Cypress Ave.	1,180
Emergency Response	Public Safety Building (Police Station and Fire Station #1)	211 Hillcrest Ave.	1,888
	Public Safety Building (Fire Station #2)	3260 Imjin Rd.	708
Care	Batwals Home Service	416 Windsor Court	375
	Cypress Rest Home	3250 Vista Del Camino Circle	375
	Magallanes Rest Home	193 Lillian Place	375
	Reindollar Group Home	301 Reindollar	375
Lifeline Utilities	Marina Coast Water District Seawater Desalination Plant (Offline)	11 Reservation Rd.	39,294

**Table N-2
City of Marina Critical Facilities and Infrastructure**

Category	Facility	Address	Estimated Insured Structural Value (x\$1000)
Educational	Olson Elementary School	261 Beach Rd.	590
	Marina del Mar Elementary School	3066 Lake Dr.	590
	Marina Vista Elementary School	390 Carmel Ave.	590
	Crumpton Elementary School	460 Carmel Ave.	590
	Los Arboles Middle School	294 Hillcrest Ave.	590
	Learning for Life Charter School	330 Reservation Rd.	590
	Marina High School	298 Patton Parkway	590
	Marina Children's Center	261 Beach Rd.	590
	Marina Christian School	160 Seaside Court	1,804
	Pegasus School (Montessori Children's Home)	305 Reindollar Ave.	590
Airport	Municipal Airport	781 Neeson Rd.	6,431

Source: FEMA HAZUS-MH (estimated values) and Monterey County data

Table N-3
City of Marina Potential Hazard Vulnerability Analysis – Population and Buildings

		Population	SoVI Score	Buildings			
Hazard Type	Methodology			Number	Residential		Nonresidential
		Number	Value (\$) ¹		Number	Value (\$) ¹	
Agricultural Emergency	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Coastal Erosion	100-year erosion zone	0	N/A	0	0	0	0
Dam Failure	Inundation area	9	N/A	3	629	2	613
Earthquake	Extreme	0	N/A	0	0	0	0
	High	25,090	N/A	3,478	1,465,804	110	220,906
	Moderate	0	N/A	0	0	0	0
Flood	100-year flood zone	525	N/A	293	60,222	2	5,065
Hazardous Materials Event	1-mile buffer transport corridor	21,594	0.10	2,740	454,467	382	200,476
	1-mile buffer fixed site	N/A	N/A	NA	NA	NA	NA
Landslide	High	N/A	N/A	NA	NA	NA	NA
	Moderate	N/A	N/A	NA	NA	NA	NA
Sea Level Rise	Inundation area	0	N/A	0	0	0	0
Tsunami	Inundation area	0	-1.45	0	0	0	0
Wildland Fire	Very high	0	N/A	0	0	0	0
	High	95	0.48	0	0	3	1,416
	Moderate	25,101	-0.51	3,478	1,505,953	1,725	963,737
Windstorm	Prevailing wind zone	N/A	N/A	N/A	N/A	N/A	N/A

¹ Value = Building value based on Tax Assessor records (x1000)
N/A = Not Applicable

Table N-4
City of Marina Potential Hazard Vulnerability Analysis – Critical Facilities

		Government		Emergency Response		Lifeline Utilities		Care		Educational		Marine, Environmental, and Community		Total	
Hazard	Methodology	No.	Value (\$)¹	No.	Value (\$)¹	No.	Value (\$)¹	No.	Value (\$)¹	No.	Value (\$)¹	No.	Value (\$)¹	No.	Value (\$)¹
Agricultural Emergency	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Coastal Erosion	100-year erosion zone	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dam Failure	Inundation area	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Earthquake	Extreme	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	High	3	9,019	2	0	0	0	7	200	9	1,804	0	0	21	11,023
	Moderate	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Flood	100-year flood zone	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hazardous Materials Event	1-mile buffer transport corridor	3	9,019	2	0	0	0	6	200	8	1,804	0	0	19	11,023
	1-mile buffer fixed site	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Landslide	High	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Moderate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sea Level Rise	Inundation area	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tsunami	Inundation area	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Wildland Fire	Very high	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	High	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Moderate	3	9,019	2	0	0	0	7	199,941	9	1,803,918	0	0	21	2,012,878
Windstorm	Prevailing wind zone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

¹ Value = Building value based on Tax Assessor records (x1000)
N/A = Not Applicable

Table N-5
City of Marina Potential Hazard Vulnerability Analysis – Critical Infrastructure

Hazard	Value (\$)¹	Highways		Railroads		Bridges		Airports	
		Miles	Value (\$)¹	Miles	Value (\$)¹	Number	Value (\$)¹	Number	Value (\$)¹
Agricultural Emergency	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Coastal Erosion	100-year erosion zone	0.0	0	0.0	0	0	0	0	0
Dam Failure	Inundation area	0.0	0	0.0	0	0	0	0	0
Earthquake	Extreme	0.0	0	0.0	0	0	0	0	0
	High	7.2	37,488	0.0	0	10	25,873	1	6,431
	Moderate	0.0	0	0.0	0	0	0	0	0
Flood	100-year flood zone	0.1	698	0.0	0	0	0	0	0
Hazardous Materials Event	1-mile buffer transport corridor	7.4	TBD	3.8	TBD	10	TBD	0	0
	1-mile buffer fixed site	0.0	0	0.0	0	0	0	0	0
Landslide	High	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Moderate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sea Level Rise	Inundation area	0.0	0	0.0	0	0	0	0	0
Tsunami	Inundation area	0.0	0	0.0	0	0	0	0	0
Wildland Fire	Very high	0.0	0	0.0	0	0	0	0	0
	High	0.0	0	0.0	0	0	0	1	0
	Moderate	6.9	TBD	3.8	TBD	10	TBD	1	TBD
Windstorm	Prevailing wind zone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

¹ Value = Estimated value (x1000)
N/A = Not Applicable

Coastal Erosion

Historically, the highest dune erosion rates in the region have occurred in the City of Marina (4.5 feet annually) because of wave refraction patterns producing larger waves. Using a 100-year projection to determine areas at risk to coastal erosion, 0 population and 0 buildings have been identified as being located in this hazard area.

Dam Failure

Failure of the San Antonio and Nacimiento dams pose a risk along the eastern and northeastern boundaries of the city. Exposed within the inundation zone are 9 people, 3 residential buildings (worth \$629,000), and 2 nonresidential buildings (worth \$613,000).

Earthquake

Nearly 100 percent of the city's population is located in a high shaking hazard area. Exposed within this area are 25,090 people, 6,121 residential buildings (worth \$1.5 billion), 110 nonresidential buildings (worth \$220.9 million), and 21 critical facilities (worth \$11 million). 7.2 miles of highway, 11 bridges, and 1 airport are also located in this hazard area.

Flood

The Salinas River (located along the northeastern and eastern city limits) and wave attack from the Pacific Ocean are the two main sources of flooding within the city. Therefore, exposed within this hazard area are 525 people, 293 residential buildings (worth \$60.2 million), and 2 nonresidential buildings (worth \$5.1 million). Approximately 0.1 mile of highway is located in the 100-year floodplain.

Hazardous Materials Event

Within the 1-mile buffer around the transportation facilities, approximately 86 percent of Marina's population is exposed to a hazardous material transport event. This includes 21,594 people, 2,740 residential buildings (worth \$454.5 million), 382 nonresidential buildings (worth \$200.5 million), and 19 critical facilities (worth \$11 million). These figures are for the entirety of the transportation corridors and, therefore, overstate the exposure since a single HAZMAT event at a given point along these corridors is unlikely to affect all of the area within the 1-mile buffer.

There are no hazards associated with fixed HAZMAT sites within the city.

Sea Level Rise

The potential for sea level rise is present along the entire coast of Monterey County. However, no people, buildings, critical facilities, or critical infrastructure in the City of Marina are located in this hazard area.

Tsunami

Using the New Tsunami Inundation Map data, approximately 4 percent of Marina's population is vulnerable to this hazard. This includes 9 people, 0 residential buildings, and 0 nonresidential buildings.

Wildland Fire

Using the California FRAP model, almost the entire city resides in a moderate wildland fire hazard area. Within this area of moderate wildland fire exposure are 25,006 people, 6,322 residential buildings (worth \$1.5 billion), 1,725 nonresidential buildings (worth \$963.7 million), 21 critical facilities (worth \$2 billion), and 1 airport. This also includes 6.9 miles of highway, 3.8 miles of railroad, and 10 bridges. Only 95 people, 0 residential buildings, and 3 nonresidential buildings (worth \$1.4 million) are located in the high wildland fire hazard area.

**Table N-6
City of Marina Legal and Regulatory Resources Available for Hazard Mitigation**

Regulatory Tool	Name	Effect on Hazard Mitigation
Plans and Ordinances	General Plan, Safety Element	Establishes policies that will minimize the potential of human injury and property damage as a result of natural and human-made hazards.
	Local Coastal Program Implementation Plan & Local Coastal Land Use Plan	The Local Coastal Program, which includes the Local Coastal Implementation Plan and Local Coastal Land Use Plan, guides development and conservation efforts along the coast. Indicates the types, location, and intensity of land use and applicable resource protection and development policies within the coastal zone.
	Capital Improvement Plan	Evaluates the need for public works improvements, including drainage projects and the new construction of critical facilities.
	Hazard Mitigation Plan	Presently covered under countywide multi-jurisdictional hazard mitigation plan. This plan is currently being updated and is anticipated to be completed and re-adopted in late 2014.
	Open Space Management Plan	Helps ensure continuity of access/egress to the city.
	Coastal Management Plan	Ensures setbacks are adequate to ensure that projects can withstand erosion without the need for shoreline protection structures.
	Emergency Operations Plan	Currently under revision.
	Continuity of Operations Plan	
	Zoning Ordinance	Includes development standards and tree removal/preservation guidelines.
	Subdivision Ordinance	
	Site Plan Review Requirements	Allows for overlay analysis to avoid steep slopes, ensure adequate onsite stormwater retention, etc.
Programs	Fire Prevention Code	
	Monterey Regional Storm Water Management Program	Reduce pollution from storm water discharge and runoff with regard to the EPA's Phase II Storm Water National Pollutant Discharge Elimination System requirements. It is a collective effort and implementation of area-wide activities designed to benefit all participating entities.

**Table N-6
City of Marina Legal and Regulatory Resources Available for Hazard Mitigation**

Regulatory Tool	Name		Effect on Hazard Mitigation
	National Flood Insurance Program (NFIP)		Makes affordable flood insurance available to homeowners, business owners, and renters in participating communities. In exchange, those communities must adopt and enforce minimum floodplain management regulations to reduce the risk of damage from future floods.
	Capital Improvements Program		Updated annually following FY budget approval.
Policies (Municipal Code)	Hazardous Materials	Chapter 8.12 Hazardous Materials Storage and Registration	Provides a continuing source of current information concerning hazardous substances and chemicals being utilized in the city to protect the general health and safety of the public and to enable emergency personnel to respond safely and speedily to emergency situations which may arise. It also establishes a continuing program for the purpose of preventing contamination from, and improper storage of, hazardous substances stored underground.
	Chapter 15 Building Security Standards	Chapter 15.08 Building Code	Adopts and enforces the California Building Code 2013, as amended.
		Chapter 15.20 Abatement of Dangerous Buildings Code	Adopts and enforces the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.
		Chapter 15.48 Flood Damage Prevention	Identifies areas where terrain characteristics would present new developments and their users with potential hazards to life and property from potential inundation by a 100-year frequency flood or other known flood hazards. These standards are also intended to minimize the effects of development on drainage ways and watercourses.

Table N-7
City of Marina Administrative and Technical Resources for Hazard Mitigation

Staff/Personnel Resources	Department/Division Position
Planner(s) or engineer(s) with knowledge of land development and land management practices	Community Development
Engineer(s) or professional(s) trained in construction practices related to buildings and/or infrastructure	Community Development
Planner(s) or engineer(s) with an understanding of manmade or natural hazards	Community Development
Building inspector	Community Development
Emergency manager	City Manager
Staff with education or expertise to assess the community's vulnerability to hazards	Community Development
Maintenance programs to reduce risk	Community Development/Public Works
Warning systems/services	Police/Fire
Mutual Aid Agreements and Automatic Aid Agreements	Fire

Table N-8
City of Marina Financial Resources for Hazard Mitigation

Financial Resources	Effect on Hazard Mitigation
General funds	If funding is available, can be used for hazard mitigation activities including debt service for bonds.
Capital improvements project funding	
Development impact fees	
Authority to levy taxes for specific purposes	Can be used for any hazard mitigation activity, but only eligible for use with voter approval.
Incur debt through general obligation bonds	Can be used for any hazard mitigation activity but only eligible for use with voter approval.
Incur debt through special tax and revenue bonds	Revenue Bonds can be issued through the City with voter approval, to raise funds for hazard mitigation activities.
Incur debt through private activity bonds	Can be used for any hazard mitigation activity but only eligible for use with voter approval.
FEMA Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation (PDM) grants	HMGP grant funding is available to local communities after a Presidentially-declared disaster. It can be used to fund both pre- and post-disaster mitigation plans and projects. PDM funding is available on an annual basis. This grant can only be used to fund pre-disaster mitigation plans and projects only.
United States Fire Administration (USFA) Grants	The purpose of these grants is to assist state, regional, national, or local organizations to address fire prevention and safety. The primary goal is to reach high-risk target groups including children, seniors, and firefighters.

Table N-9
City of Marina Education and Outreach Resources for Hazard Mitigation

Education and Outreach Resources	Effect on Hazard Mitigation
Local citizen groups or non-profit organizations focused on environmental protection, emergency preparedness, access and functional needs populations, etc.	Includes community emergency response team.
Ongoing public education or information program	Includes public education for fire safety; neighborhood watch/community policing.
Public-public partnership	EOC with CSUMB and Seaside.

Problem Statements are statements of particular interest with regard to primary hazards of concern, geographic areas of concern, or vulnerable community assets. These statements were primarily derived from local community site visits and discussion with local staff and officials from each community during Individual Jurisdiction Meetings, in combination with a review of the Safety Elements of local General Plans and GIS analysis using best available data in support of updates to the vulnerability analysis for each jurisdiction. They were developed to assist in the identification and analysis of potential hazard mitigation actions for the City of Marina.

- The City continues to grow, with many new development projects underway or scheduled for the former site of Fort Ord, but continues to be very concerned with maintaining a sustainable water supply – concerns that have only been exacerbated by the anticipated effects of climate change, including salt water intrusion. It continues to coordinate and share these concerns the Monterey County Water Resources Agency.
- The city frequently experiences coastal storm events in March/April, with extreme winds that have caused significant tree damages and heavy rains that have caused isolated/localized nuisance flooding due to inadequate drainage systems.
- Imjim Parkway has been targeted for future improvements by AMBAG to serve as a regional transportation corridor between Salinas and Monterey, and as an alternative to Route 68. It is believe these improvements could make Imjim Parkway a corridor for the transport of hazardous materials in addition to Highway 1, increasing the city’s potential exposure to mobile HazMat events.
- The Sanctuary Beach Resort is one of the only developed parcels in the city located seaward of Highway 1, but is currently looking to expand. There is local concern that coastal erosion could have a negative impact on this property.
- Coastal erosion (potentially up to 5 to 7 feet a year) is a concern for areas such as Marina Coast Water District at 100 Reservation Road, the Sanctuary Beach Resort at 3295 Dunes Drive, and potentially the Cemex Sandplant on Lapis Road toward the north of central Marina where the desalination slant wells may go if issues are resolved.

Table N-10
City of Marina Mitigation Action Plan Matrix

Action Number	Description	Ranking / Prioritization	Administering Department	Potential Funding	Timeframe	Benefit-Costs	Status	Narrative Update/ Explanation
1	Identify hazard-prone critical facilities and infrastructure and carry out acquisition, relocation, and structural and nonstructural retrofitting measures as necessary.	Priority / High	Planning, Public Works	HMGP and PDM Grants	0-5 years	This action will help ensure that the community/critical facilities can operate in some capacity before, during, and after the disaster.	Ongoing / Continuous	A comprehensive list of hazard prone critical facilities and infrastructure has not been prepared. In August 2012 Marina City Council approved Resolution 2012-121 approving partnership in the joint EOC, a Regional EOC was established for emergency operations. Materials identifying the requested information are being compiled as part of the EOC. Also, annual hazardous materials inspections are conducted by Monterey County Environmental Health in conjunction with the Public Works Supervisor at the City Corporation Yard (5th Avenue), the Lake Drive Corporation Yard (3040 Lake Court) and the fuel farm at the Marina Municipal Airport.
2	Develop a sustained public outreach program that encourages consistent hazard mitigation content. For example, consider publishing tsunami inundation maps in	Priority / High	Planning, Various	General Funds, HMGP and PDM Grants	0-2 years, Ongoing	A mitigation outreach program will help build and support local capacity to enable the public to prepare for,	Ongoing / Continuous	In March 2012, the City of Marina Fire Department hosted a Tsunami Awareness Workshop that was open to the public and televised by AmpMedia for additional public outreach. At the City

**Table N-10
City of Marina Mitigation Action Plan Matrix**

Action Number	Description	Ranking / Prioritization	Administering Department	Potential Funding	Timeframe	Benefit-Costs	Status	Narrative Update/ Explanation
	telephone books, wildland fire defensible space tips with summer water bills, use of social media, and the safe handling and disposal of hazardous waste and chemicals with garbage bills.					respond to, and recover from disasters.		of Marina website, the Fire Department provides information related to disaster preparedness, including information about Alert Monterey County, Tsunamis, Emergency Preparedness and Earthquake Safety.
3	Develop audience-specific hazard mitigation outreach efforts. Audiences include the elderly, children, tourists, non-English speaking residents, and home and business owners.	Priority / High	Planning, Various	General Funds, HMGP and PDM Grants	0-2 years, Ongoing	A mitigation outreach program will help build and support local capacity to enable the public to prepare for, respond to, and recover from disasters.	Ongoing / Continuous	For home and business owners, please see the website entries described above. On September 28, 2013 an emergency preparedness workshop was conducted focusing on persons with disabilities. The workshop was conducted by Community Emergency Response Volunteers (CERV) at the Marina Council Chambers and televised on AMPMedia for additional public outreach. No additional audience specific outreach has been conducted.

Appendix N
City Of Marina

4	Explore mitigation opportunities for repetitively flooded properties, and if necessary, carry-out acquisition, relocation, elevation, and flood-proofing measures to protect these properties.	Priority / High	Planning, Public Works	HMGP and PDM Grants	0-3 years	The mitigation of repetitively flooded properties is a priority for FEMA grant programs.	Ongoing / Continuous	<p>In April 2013, City Council received a draft “Interim Storm Response Plan” developed to assist the community in dealing with storm hazards that exist locally. This plan defines who does what, when, where and how they will do it. The plan also highlights current actions taking place to remediate areas of potential concern. CIP projects to address storm water management include:</p> <ul style="list-style-type: none"> · (R 28 A) Del Monte Blvd. Drainage Project–new storm water facilities to replace old culvert system; · (R 28 B) Cosky Dr. Drainage Project–new storm water facilities to replace old culvert system; · (TI 48 & R 21) Carmel/Palm Drainage Project–new underground retention facilities to facilitate areas of excessive runoff. <p>Also as a preventative measure, the City Planning Commission requires flood mitigation in applicable Coastal Development Permits in areas known to flood.</p>
5	Identify and carry-out minor flood and stormwater management	Priority / High	Public Works	HMGP and PDM Grants	Ongoing	The identification and implementation of	Ongoing / Continuous	The City of Marina has no natural streambeds or rivers within its boundaries that

**Table N-10
City of Marina Mitigation Action Plan Matrix**

Action Number	Description	Ranking / Prioritization	Administering Department	Potential Funding	Timeframe	Benefit-Costs	Status	Narrative Update/ Explanation
	projects that would reduce damage to infrastructure and damage due to local flooding/inadequate drainage. These include the modification of existing culverts and bridges, upgrading capacity of storm drains, stabilization of streambanks, and creation of debris or flood/stormwater retention basins in small watersheds.					minor flood and stormwater management projects will reduce multi-asset (critical facility, critical infrastructure, and residential and nonresidential) losses due to flooding.		would require acquisition, relocation, elevation, and floodproofing of these properties. Please see response above for spot flooding issues.
6	Adopt more prescriptive rules relative to the construction and maintenance of overhead lines.	Priority / High	Planning	General Funds	0-1 year	This effort will reduce future losses due to windstorm events.	Ongoing / Continuous	Wherever feasible, the City does not allow for overhead wires in any new development, but rather requires that they be underground. At the Marina Fire Station on Palm Avenue, undergrounding of existing overhead wires should be a priority as they could impede fire apparatus movement should they fall.
7	During the next General Plan Update, within the Safety Element, collect background data specific to Marina and consider appropriate goals, policies	Priority / Medium	Community Development Department/Planning Services Division	General Plan Fee	5 + or - years (next General Plan update)		New Action	New Action

**Table N-10
City of Marina Mitigation Action Plan Matrix**

Action Number	Description	Ranking / Prioritization	Administering Department	Potential Funding	Timeframe	Benefit-Costs	Status	Narrative Update/ Explanation
	and objectives to address each hazard type identified within the Multi-jurisdictional Hazard Mitigation Plan.							
8	Continue to collaborate with CSUMB and the City of Seaside to provide resources for the organization, staffing, training, activation, and operation of the joint Regional Emergency Operations Center (EOC).	Priority / High	Fire Department/ City Administration	Cost share as identified in the MOA & grant opportunities	Ongoing		New Action	New Action

August 9, 2016

Item No. **11b**

To: Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 16, 2016

From: Deborah Mall, Assistant City Attorney

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-,
DELEGATING AUTHORITY TO THE CITY MANAGER, OR HIS
DESIGNEE, TO ALLOW, COMPROMISE OR SETTLE CLAIMS UNDER
\$15,000.00**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2016-, delegating authority to the City Manager, or his designee, to “allow, compromise, or settle a claim” governed by the Tort Claims Act, California Government Code Sections 900 *et seq*, which do not exceed \$15,000.00; and,
2. Rescind Resolution No 2003-130, which allows the City Manager to settle claims not exceeding \$1,000.00

BACKGROUND:

Many cities delegate responsibility to a staff member to handle small claims so as to reduce the burden on the City Council. For example, Monterey allows the Risk Manager to approve or deny claims less than \$15,000 and the City Attorney to approve or deny claims up to \$50,000, and to settle claims between \$15,000 and \$25,000. Other cities have various configurations with the delegation of authority to either Risk, the City Manager or the City Attorney (or sometime a committee of all three) and various monetary thresholds. Marina has employed various procedures for the treatment of claims. A formal delegation of City Council authority by Ordinance or Resolution is required by Government Code Section 935.4. As such, staff would like to formalize the procedure, as set forth in the attached Resolution.

FISCAL IMPACT:

There will be cost savings if staff does not have to bring each small claim to the City Council and write the accompanying staff report.

ANALYSIS:

Should the City Council agree that a delegation of authority related to small claims is efficient and appropriate, the issues then are the dollar amount and the appropriate staff member to make the decision. A dollar amount of \$15,000.00 is initially recommended. This is lower than the amount usually delegated to staff in other cities. However, if this delegation of authority proves successful, staff may return to the City Council and request a larger amount.

In the Resolution presented, the delegation of authority is vested in the City Manager, as the Risk Manager and the City Attorney serve by contract and are not in-house employees. However, the City Manager is required to consult with the Risk Manager and the City Attorney’s office prior to making any decision.

This matter was tabled in April due to concerns about Resolution 2003-130 language. It is recognized that the language of the Resolution is inscrutable and as such it is recommended that the Resolution be rescinded in entirety (“EXHIBIT A”).

The Monterey Bay Area Self Insurance Authority (MBASIA) Administrative Policies and Procedures authorizes the MBASIA Claims Administrator to settle claims up to \$10,000.00. The City’s deductible is \$10,000.00. The City is somewhat bound by MBASIA’s analysis and authority. As such, it makes sense to allow the City Manager to thereafter authorize the payment of the claim.

For claims covered by insurance exceeding the City’s deductible of \$10,000.00, the MBASIA Coverage and Claims Committee will issue opinions regarding coverage. To answer the Council’s question from the previous meeting, the City Manager could authorize payment of a claim handled by MBASIA, for up to \$15,000.00, even if coverage was denied. Claims, such as claims for inverse condemnation, do not qualify for insurance coverage and MBASIA is not involved once coverage is denied. In settling such claims, the City Manager will likely consult with the City Attorney prior to authorizing payment, up to \$15,000.00, without Council approval. The City Manager will still need to identify the source of funding and may need to return to the City Council if there is no source of funds in the budget.

CONCLUSION:

This request is submitted for City Council consideration and action is required by resolution to delegate claim authority to a staff member.

Respectfully submitted,

//ss//
Deborah Mall
Assistant City Attorney

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA,
DELEGATING AUTHORITY TO THE CITY MANAGER, OR HIS DESIGNEE, TO ALLOW,
COMPROMISE OR SETTLE CLAIMS UNDER \$15,000.

WHEREAS, Government Code Section 935.4 allows the City Council to delegate authority by Resolution to an employee of the City to “allow, compromise, or settle a claim” governed by the Tort Claims Act, California Government Code Sections 900 *et seq*, which do not exceed \$50,000.00;and,

WHEREAS, there would be cost savings and it would be efficient for the City Council to delegate authority to the City Manager or his designee, after coordination with the Risk Manager and the City Attorney, to allow, compromise or settle claims under \$15,000.00.

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

1. Approve this Resolution, and
2. Authorize the City Manager or his designee to approve, deny or settle claims, after coordination with the City Attorney and the Risk Manager, as required, in an amount not to exceed \$15,000.00.
3. Rescind Resolution 2003-130, which conflicts with this Resolution as it only allows the City Manager to sign off on Settlements not to exceed \$1,000.00.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 16th day of August, 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

RESOLUTION NO. 2003-130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
AUTHORIZING CITY MANAGER THE DISCRETION TO MAKE PAYMENT
ON CLAIMS AGAINST THE CITY UP TO AN AMOUNT NOT TO EXCEED
ONE THOUSAND DOLLARS (\$1,000)

WHEREAS, the City of Marina is self insured and a member of the Monterey Bay Area Insurance Fund (MBAIF), and;

WHEREAS, the first \$10,000 of funding from MBAIF is provided to municipalities per claim and allows municipalities to settle claims within the maximum amount of \$10,000, and;

WHEREAS, in the event the city accepts to take the claim filed against the City, the City of Marina will become fully responsible for the claim over the allotted \$10,000.

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

1. Authorizes the discretion of the City Manager to make payment on claims filed against the City of Marina up to an amount not to exceed \$1,000, and;

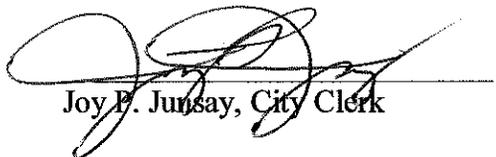
PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on September 2, 2003 by the following vote:

AYES, COUNCIL MEMBERS: Delgado, Gray, McCall, Morrison and Mettee-McCutchon

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ATTEST:


Joy E. Jursay, City Clerk


Ila Mettee-McCutchon, Mayor