



## AGENDA

Wednesday, February 22, 2023

5:00 P.M. Closed Session

6:30 P.M. Open Session

### REGULAR MEETING

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

Council Chambers  
211 Hillcrest Avenue  
Marina, California

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

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

In accordance with California Government Code §54953(e)(1)(A) and (C) and the Proclamation of a State of Emergency issued by Governor Newsom on March 4, 2020, under the provisions of Government Code §8625 related to the COVID-19 (coronavirus) pandemic, consistent with recommendations by State and local health officials regarding social distancing and in order to prevent an imminent risk to the health and safety of attendees as determined in Resolution 2023-07, public participation in City of Marina City Council public meetings shall be electronic only and without a physical location for public participation until the earlier of May 31, 2023, or such time as the City Council may adopt a resolution in accordance with Government Code §54953(e)(3). This meeting is being broadcast “live” on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at <https://accessmediaproductions.org/>

### PARTICIPATION

You may participate in the City Council meeting in real-time by calling Zoom Meeting via the weblink and phone number provided at the top of this agenda. Instructions on how to access, view and participate in remote meetings are provided by visiting the City’s home page at <https://cityofmarina.org/>. Attendees can make oral comments during the meeting by using the “Raise Your Hand” feature in the webinar or by pressing \*9 on your telephone keypad if joining by phone only.

The most effective method of communication with the City Council is by sending an email to [marina@cityofmarina.org](mailto:marina@cityofmarina.org). Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. Council will have the option to modify their action on items based on comments received.

### AGENDA MATERIALS

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

**VISION STATEMENT**


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

**MISSION STATEMENT**

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

**LAND ACKNOWLEDGEMENT**

The City recognizes that it was founded and is built upon the traditional homelands and villages first inhabited by the Indigenous Peoples of this region - the Esselen and their ancestors and allies - and honors these members of the community, both past and present.

1. CALL TO ORDER 
2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)  
  
Liesbeth Visscher, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair  
Cristina Medina Dirksen, Mayor/Chair Bruce C. Delgado
3. PUBLIC COMMENT:
4. CLOSED SESSION:
  - b. Real Property Negotiation (Govt. Code Section 54956.8)
    - i. Property: Cypress Knolls Property, APN: 031-201-005  
Negotiating Party: Mark Lobaugh, Epic Wireless Group, LLC  
Negotiator(s): City Manager  
Terms: Price and Terms
    - ii. Property: Desert Star Systems, 3261 Imjin Road, Marina, CA  
Negotiating Party: Marco Flagg  
Negotiator(s): City Manager  
Terms: Price and Terms
    - iii. Property: Las Animas Concrete, LLC, 499 Ninth Street, Marina, CA  
Negotiating Party: Bart and Paula Bruno  
Negotiator(s): City Manager  
Terms: Price and Terms
    - iv. Property: 3200-C, Imjin Road, Marina, CA, designated as a portion of APN: 031-112-001-000  
Negotiating Party: Joby Aero Inc.  
Negotiator(s): City Manager  
Terms: Price and Terms

- v. Property: Commercial property at southeast corner of Del Monte Blvd. and Palm Avenue (APN 032-303-038)  
Negotiating Party: George Powell  
Negotiator(s): City Manager  
Terms: Price and Terms

- a. Public Employment Appointment (Govt. Code Section 54957(b)(1):  
Position: City Attorney

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

- 5. **MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE** (Please stand)
- 6. **SPECIAL PRESENTATIONS:**
  - a. Certificate of Appreciation, Eduardo Bernal-Samaro
  - b. Wreaths Across America Mobile Education Exhibit Proclamation
- 7. **COUNCIL AND STAFF ANNOUNCEMENTS:**
- 8. **PUBLIC COMMENT:** *Any member of the public may comment on any matter within the City Council's jurisdiction that is not on the agenda. This is the appropriate place to comment on items on the Consent Agenda. Action will not be taken on items not on the agenda. Comments are limited to a maximum of three (3) minutes. General public comment may be limited to thirty (30) minutes and/or continued to the end of the agenda. 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. Whenever possible, written correspondence should be submitted to the Council in advance of the meeting, to provide adequate time for its consideration.*
- 9. **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 and non-controversial. 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 City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, the Council may remove an item from the Consent Agenda for individual consideration. If an item is pulled for discussion, it will be placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*
- 10. **CONSENT AGENDA:** *These items are considered to be routine and non-controversial. All items under the Consent Agenda may be approved by one motion. Prior to such a motion being made, any member of City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, Council may remove the item from the Consent Agenda and it will be placed at the end of Other Action Items.*
  - a. **ACCOUNTS PAYABLE:** *(Not a Project under CEQA per Article 20, Section 15378)*
    - (1) Accounts Payable Check Numbers 101724-101796, totaling \$1,162,824.58.  
Successor Agency Accounts Payable Check Number 104, totaling \$4,940.00.
  - b. **MINUTES:** *(Not a Project under CEQA per Article 20, Section 15378)*
    - (1) February 7, 2023, Regular City Council Meeting

- c. CLAIMS AGAINST THE CITY: None
- d. AWARD OF BID: None
- e. CALL FOR BIDS: None
- f. ADOPTION OF RESOLUTIONS:
  - (1) Adopting Resolution No. 2023-, ordering the City Engineer to prepare and to file a report related to maintenance of the Cypress Cove II Landscape Maintenance Assessment District for Fiscal Year 2023-2024.
  - (2) Adopting Resolution No. 2023-, ordering the City Engineer to prepare and to file a report related to maintenance of the Seabreeze Landscape Maintenance Assessment District for Fiscal Year 2023-2024.
  - (3) Adopting Resolution No. 2023-, ordering the City Engineer to prepare and to file a report related to maintenance of the Monterey Bay Estates Lighting and Landscape Maintenance Assessment District for Fiscal Year 2023-2024.
- g. APPROVAL OF AGREEMENTS:
  - (1) Adopting Resolution No. 2023-, approving an Agreement for Professional Restoration & Cleaning Services between the City of Marina and ATI Restoration, LLC. for the City owned building located at 3200 Imjin Road (Building 507) at the Marina Municipal Airport
  - (2) Adopting Resolution No. 2023-, approving an Amendment to the Lease Agreement between City of Marina and DISH Wireless, LLC., for the cell site located at 761 Neeson Road, Building 524, at the Marina Municipal Airport.
- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
- i. MAPS: None
- j. REPORTS: (RECEIVE AND FILE):
  - (1) Consider receiving Investment Reports for the City of Marina, City of Marina as Successor Agency to the Marina Redevelopment Agency, and Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC) for the quarter ended December 31, 2022.
- k. FUNDING & BUDGET MATTERS: None
- l. APPROVE ORDINANCES (WAIVE SECOND READING):
  - (1) Read by Title Only and adopting Ordinance No. 2023-, approving amending Title 17 (Zoning Ordinance) of the Marina Municipal Code and add Section 2.37.1 to the General Plan in response to Senate Bill 478. This state law encourages the adoption of policies that support missing middle housing projects. *The proposed amendments are exempt from CEQA per Section 15061(b)(3) of the CEQA Guidelines.*
- m. APPROVE APPOINTMENTS: None



11. **PUBLIC HEARINGS:** *In the Council’s discretion, the applicant/proponent of an item may be given up to ten (10) minutes to speak. All other persons may be given up to three (3) minutes to speak on the matter.*
12. **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. Members of the public may be given up to three (3) minutes to speak.*
13. **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. Members of the public may be given up to three (3) minutes to speak.*

**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. Adopting Resolution No. 2023-, consider modifications to remove the required façade improvements and grant an extension of the site improvements in City Council Resolution No. 2020-65 to January 3, 2024, for the combined medical/adult cannabis dispensary use at 3100 Del Monte Boulevard (APN 032-192-018-000); *This project is exempt from CEQA per Article 19, Section 15301 (existing facilities).* **Continued from November 15, 2022, December 6, 2022, and February 7, 2023**
  - b. Adopting Resolution No. 2023-, appointing members to a new temporary General Plan Advisory Committee (GPAC) and associated Bylaws. *The formation of an administrative committee is exempt from environmental review per sec. 15378 of the CEQA Guidelines*
  - c. Consider public meeting format after February 28, 2023; and provide direction to staff. *(Not a Project under CEQA per Article 20, Section 15378)* **Continued from February 7, 2023**
  - d. Adopting Resolution No. 2023-, approval of an agreement with TBWBH Props & Measures for consulting services to assist with public engagement, community outreach and messaging materials for a potential bond measure for the construction of police/fire/community center city facilities.
14. **COUNCIL & STAFF INFORMATIONAL REPORTS:**
    - a. Monterey County Mayor’s Association [Mayor Bruce Delgado]
    - b. Council reports on meetings and conferences attended (Gov’t Code Section 53232).
  15. **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, February 17, 2023.

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ANITA SHARP, DEPUTY CITY CLERK

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

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

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

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

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

Upcoming 2023 Meetings of the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Community Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency and Marina Groundwater Sustainability Agency  
Regular Meetings: 5:00 p.m. Closed Session;  
6:30 p.m. Regular Open Sessions

**\*Wednesday, February 22, 2023**

Tuesday, March 7, 2023  
Tuesday, March 21, 2023

Tuesday, April 4, 2023  
Tuesday, April 18, 2023

Tuesday, May 2, 2023  
Tuesday, May 16, 2023

Tuesday, June 6, 2023  
Tuesday, June 20, 2023

**\*Wednesday, July 5, 2023**  
Tuesday, July 18, 2023

**\*\*Wednesday, August 2, 2023**  
Tuesday, August 15, 2023

**\*Wednesday, September 6, 2023**  
Tuesday, September 19, 2023

Tuesday, October 3, 2023  
Tuesday, October 17, 2023

Tuesday, November 7, 2023  
Tuesday, November 21, 2023

Tuesday, December 5, 2023  
Tuesday, December 19, 2023

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

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

**C I T Y H A L L 2 0 2 3 H O L I D A Y S**  
**(City Hall Closed)**

Presidents' Day ----- Monday, February 20, 2023  
 Memorial Day ----- Monday, May 27, 2023  
 Independence Day (City Offices Closed) ----- Tuesday, July 4, 2023  
 Labor Day ----- Monday, September 4, 2023  
 Veterans Day (City Offices Closed)----- Friday, November 10, 2023  
 Thanksgiving Day-----Thursday, November 23, 2023  
 Thanksgiving Break----- Friday, November 24, 2023  
 Winter Break----- Monday, December 25, 2023-Friday, December 29, 2023

**2023 COMMISSION DATES**

**Upcoming 2023 Meetings of Design Review Board**  
**3<sup>rd</sup> 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

March 16, 2023	June 15, 2023	September 21, 2023
April 20, 2023	July 20, 2023	October 19, 2023
May 18, 2023	August 17, 2023	November 16, 2023
		December 21, 2023

**Upcoming 2023 Meetings of Economic Development Commission**  
**3<sup>rd</sup> Thursday of every month.** Meetings are held at the Council Chambers at 4:00 P.M.

March 17, 2023	June 16, 2023	September 15, 2023
April 21, 2023	July 21, 2023	October 20, 2023
May 19, 2023	August 18, 2023	November 17, 2023
		December 15, 2023 (Cancelled)

**Upcoming 2023 Meetings of Planning Commission**  
**2<sup>nd</sup> and 4<sup>th</sup> Thursday of every month.** Meetings are held at the Council Chambers at 6:30 P.M.

February 23, 2023 (Cancelled)	June 8, 2023	September 14, 2023
March 9, 2023	June 22, 2023	September 28, 2023
March 23, 2023	July 13, 2023	October 12, 2023
April 13, 2023	July 27, 2023	October 26, 2023
April 27, 2023	August 10, 2023	November 16, 2023
May 11, 2023	August 24, 2023	November 30, 2023
May 25, 2023		December 14, 2023

**Upcoming 2023 Meetings of Public Works Commission**  
**3<sup>rd</sup> Thursday of every month.** Meetings are held at the Council Chambers at 6:30 P.M.

March 16, 2023	June 15, 2023	September 21, 2023
April 20, 2023	July 20, 2023	October 19, 2023
May 18, 2023	August 17, 2023	November 16, 2023
		December 21, 2023

**Upcoming 2023 Meetings of Recreation & Cultural Services Commission**  
**1<sup>st</sup> Wednesday of every quarter month.** Meetings are held at the Council Chambers at 6:30 P.M.

April 6, 2023                      September 1, 2023                      December 1, 2023

**Upcoming 2023 Meetings of Marina Tree Committee**  
**2<sup>nd</sup> Wednesday of every quarter month as needed.** Meetings are held at the Council Chambers at 6:30 P.M.

April 13, 2023                      July 13, 2023                      October 12, 2023



# Proclamation

## *Wreaths Across America Mobile Education Exhibit*

*WHEREAS, Wreaths Across America (WAA) is the organization most recognized for placing over 2.7 million veterans' wreaths at over 3700 locations nationally and abroad on National Wreaths Across America Day.*

*WHEREAS, the work to recognize our nation's veterans, military families, active duty servicemembers is a yearlong effort.*

*WHEREAS, "The mission of Wreaths Across America is to Remember the fallen, Honor those who have served and their families, and teach the next generation the value of freedom.*

*WHEREAS, as part of its yearlong mission to Remember the fallen, Honor those that serve and their families, and teach the next generation the value of freedom.*

*WHEREAS, "The Mobile Education Exhibit provides the unique opportunity for communities to come together and share the stories of those who served and sacrificed. Through our partnership with the United States of America Vietnam War Commemoration, the Exhibit also serves as an official 'Welcome Home' for our nation's Vietnam Veterans."*

*WHEREAS, the Mobile Education Exhibit (MEE) will make a stop in Marina, CA on Friday, February 17, 2023, to share this mission with the community.*

*NOW THEREFORE BE IT RESOLVED, I, Bruce C. Delgado, Mayor of the City of Marina, do hereby recognizes and welcome the Wreaths Across America Mobile Education Exhibit in the City of Marina.*

*Dated this 7<sup>th</sup> day of February 2023*



*Bruce C. Delgado, Mayor*



# City of Marina Certificate of Appreciation

PRESENTED TO

**Eduardo Bernal-Samaro**

*In appreciation of 40-hours of volunteer service during nine community volunteer events in January 2023 including community clean-ups, assisting with the groundbreaking of the Martin Luther King Jr. Sculpture Garden, working at the Oak Woodland Community Garden and planting native plants at Hilltop Park.*

*Your contributions demonstrate a memorable dedication on your part to enhance the quality of life for Marina community residents and visitors.*

PRESENTED BY

\_\_\_\_\_  
Bruce C. Delgado  
Mayor

\_\_\_\_\_  
Cristina Medina Dirksen  
Mayor Pro Tem

\_\_\_\_\_  
Kathy Y. Biala  
Council Member

\_\_\_\_\_  
Brian McCarthy  
Council Member

\_\_\_\_\_  
Liesbeth Visscher  
Council Member



Dated this 22<sup>nd</sup> day of February 2023



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/10/23 - 02/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 100 - General Fund</b>										
Department <b>110 - City Council</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6500.700 - Training &amp; Travel Training &amp; Travel</b>										
11800 - Kathy Biala	02-03-23	Reimbursement - 2023 New Mayor/Council Academy Hotel Charge	Paid by Check # 101737		02/03/2023	02/06/2023	02/06/2023		02/10/2023	833.13
Account <b>6500.700 - Training &amp; Travel Training &amp; Travel</b> Totals							Invoice Transactions	1		<u>\$833.13</u>
Sub-Division <b>00 - Non-Subdiv</b> Totals							Invoice Transactions	1		<u>\$833.13</u>
Division <b>000 - Non-Div</b> Totals							Invoice Transactions	1		<u>\$833.13</u>
Department <b>110 - City Council</b> Totals							Invoice Transactions	1		<u>\$833.13</u>
Department <b>120 - City Mgr/HR/Risk</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6300.570 - Prof Svc Other</b>										
11033 - Sara Steck Myers	CPUC A.21-11-024	Professional Services - MPWSP - January 2023	Paid by EFT # 2959		02/01/2023	02/07/2023	02/07/2023		02/10/2023	10,755.00
Account <b>6300.570 - Prof Svc Other</b> Totals							Invoice Transactions	1		<u>\$10,755.00</u>
Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>										
10416 - Monterey County Petroleum-Sturdy Oil Co.	30863A-IN	Regular Ethenol	Paid by Check # 101741		01/25/2023	02/03/2023	02/03/2023		02/10/2023	100.90
10416 - Monterey County Petroleum-Sturdy Oil Co.	29777A-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 101741		01/13/2023	02/03/2023	02/03/2023		02/10/2023	104.13
Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals							Invoice Transactions	2		<u>\$205.03</u>
Account <b>6400.565 - Material &amp; Suppl Office Supplies</b>										
10732 - Office Depot-General Account	289879458-1	Office Depot	Paid by Check # 101748		01/23/2023	02/07/2023	02/07/2023		02/10/2023	544.67
Account <b>6400.565 - Material &amp; Suppl Office Supplies</b> Totals							Invoice Transactions	1		<u>\$544.67</u>
Account <b>6500.700 - Training &amp; Travel Training &amp; Travel</b>										
10335 - Liebert Cassidy Whitmore	MA130-10000-23	LCW Librabry	Paid by Check # 101738		12/26/2022	02/07/2023	02/07/2023		02/10/2023	900.00
Account <b>6500.700 - Training &amp; Travel Training &amp; Travel</b> Totals							Invoice Transactions	1		<u>\$900.00</u>
Sub-Division <b>00 - Non-Subdiv</b> Totals							Invoice Transactions	5		<u>\$12,404.70</u>
Division <b>000 - Non-Div</b> Totals							Invoice Transactions	5		<u>\$12,404.70</u>
Department <b>120 - City Mgr/HR/Risk</b> Totals							Invoice Transactions	5		<u>\$12,404.70</u>
Department <b>125 - I. T.</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6300.330 - Prof Svc IT - Information Tech Svc</b>										
10897 - TechRx Technology Services	10736	IT Support - January 2023	Paid by EFT # 2961		02/01/2023	02/01/2023	02/01/2023		02/10/2023	10,200.00
Account <b>6300.330 - Prof Svc IT - Information Tech Svc</b> Totals							Invoice Transactions	1		<u>\$10,200.00</u>





# Accounts Payable by G/L Distribution Report

Payment Date Range 02/10/23 - 02/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>100 - General Fund</b>										
Department <b>125 - I. T.</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6300.331 - Prof Svc IT - Website Svc</b>										
10897 - TechRx Technology Services	10738	Domain Registration - Cityofmarina.org - 2023-2032	Paid by EFT # 2961		01/31/2023	02/01/2023	02/01/2023		02/10/2023	315.00
								Account <b>6300.331 - Prof Svc IT - Website Svc</b> Totals	Invoice Transactions 1	<u>\$315.00</u>
Account <b>6360.076 - Maint &amp; Repairs Copier</b>										
10592 - U.S. Bank Equipment Finance-US Bancorp	493027791	CDD Copier Lease Payment	Paid by Check # 101754		01/30/2023	02/06/2023	02/06/2023		02/10/2023	216.32
								Account <b>6360.076 - Maint &amp; Repairs Copier</b> Totals	Invoice Transactions 1	<u>\$216.32</u>
Account <b>6360.342 - Maint &amp; Repairs IT - System Annual Maint</b>										
10897 - TechRx Technology Services	10721	Veeam Virtual Backup Monthly Subscription - February 023	Paid by EFT # 2961		02/01/2023	02/01/2023	02/01/2023		02/10/2023	380.00
10897 - TechRx Technology Services	10719	Ninite Monthly Subscription - February 2023	Paid by EFT # 2961		02/01/2023	02/01/2023	02/01/2023		02/10/2023	112.50
10897 - TechRx Technology Services	10572	Amazon Glacier Terabyte Storage - Dec 2022, Jan-Feb 2023	Paid by EFT # 2961		02/01/2023	02/01/2023	02/01/2023		02/10/2023	1,020.00
								Account <b>6360.342 - Maint &amp; Repairs IT - System Annual Maint</b> Totals	Invoice Transactions 3	<u>\$1,512.50</u>
Account <b>6360.345 - Maint &amp; Repairs Citywide Microsoft Ofc Upgrade</b>										
10897 - TechRx Technology Services	10659	Citywide MS Office 365 - January 2023	Paid by EFT # 2961		01/01/2023	02/01/2023	02/01/2023		02/10/2023	1,782.60
								Account <b>6360.345 - Maint &amp; Repairs Citywide Microsoft Ofc Upgrade</b> Totals	Invoice Transactions 1	<u>\$1,782.60</u>
								Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions 7	<u>\$14,026.42</u>
								Division <b>000 - Non-Div</b> Totals	Invoice Transactions 7	<u>\$14,026.42</u>
								Department <b>125 - I. T.</b> Totals	Invoice Transactions 7	<u>\$14,026.42</u>
Department <b>130 - Finance</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6300.217 - Prof Svc Fin - Business Lic Services</b>										
10274 - Hinderlitter, de Llamas & Associates (HDL)	SIN025095	Dec 22 BL Admin Fee	Paid by EFT # 2955		12/31/2022	02/03/2023	02/03/2023		02/10/2023	3,273.46
								Account <b>6300.217 - Prof Svc Fin - Business Lic Services</b> Totals	Invoice Transactions 1	<u>\$3,273.46</u>





# Accounts Payable by G/L Distribution Report

Payment Date Range 02/10/23 - 02/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 100 - General Fund</b>											
Department <b>130 - Finance</b>											
Division <b>000 - Non-Div</b>											
Sub-Division <b>00 - Non-Subdiv</b>											
Account <b>6300.570 - Prof Svc Other</b>											
11578 - Ana Maria Cordero	23001	Lily Suarez Spanish Test	Paid by Check # 101726		02/07/2023	02/07/2023	02/07/2023		02/10/2023	125.00	
								Account <b>6300.570 - Prof Svc Other</b> Totals		Invoice Transactions 1	<u>\$125.00</u>
Account <b>6400.565 - Material &amp; Suppl Office Supplies</b>											
10732 - Office Depot-General Account	288880392001	Office Supplies-Finance	Paid by Check # 101748		01/20/2023	02/02/2023	02/02/2023		02/10/2023	257.58	
10732 - Office Depot-General Account	285949568001	Office Supplies-Finance	Paid by Check # 101748		01/13/2023	02/02/2023	02/02/2023		02/10/2023	83.03	
10732 - Office Depot-General Account	285949565001	Office Supplies-Finance	Paid by Check # 101748		01/13/2023	02/02/2023	02/02/2023		02/10/2023	396.22	
10732 - Office Depot-General Account	285656820002	Office Supplies-Finance	Paid by Check # 101748		01/16/2023	02/02/2023	02/02/2023		02/10/2023	10.04	
10732 - Office Depot-General Account	285656820001	Office Supplies-Finance	Paid by Check # 101748		01/13/2023	02/02/2023	02/02/2023		02/10/2023	622.52	
								Account <b>6400.565 - Material &amp; Suppl Office Supplies</b> Totals		Invoice Transactions 5	<u>\$1,369.39</u>
								Sub-Division <b>00 - Non-Subdiv</b> Totals		Invoice Transactions 7	<u>\$4,767.85</u>
								Division <b>000 - Non-Div</b> Totals		Invoice Transactions 7	<u>\$4,767.85</u>
								Department <b>130 - Finance</b> Totals		Invoice Transactions 7	<u>\$4,767.85</u>
Department <b>190 - Citywide Non-Dept</b>											
Division <b>000 - Non-Div</b>											
Sub-Division <b>00 - Non-Subdiv</b>											
Account <b>6600.010 - Other Charges Alarm</b>											
10239 - First Alarm	731723	Service Call - Removed two Panic Buttons prior to Lobby const.	Paid by EFT # 2954		01/27/2023	02/06/2023	02/06/2023		02/10/2023	120.00	
								Account <b>6600.010 - Other Charges Alarm</b> Totals		Invoice Transactions 1	<u>\$120.00</u>
								Sub-Division <b>00 - Non-Subdiv</b> Totals		Invoice Transactions 1	<u>\$120.00</u>
								Division <b>000 - Non-Div</b> Totals		Invoice Transactions 1	<u>\$120.00</u>
								Department <b>190 - Citywide Non-Dept</b> Totals		Invoice Transactions 1	<u>\$120.00</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/10/23 - 02/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 100 - General Fund</b>										
Department <b>195 - Conveyance</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6360.440 - Maint &amp; Repairs Landscape General</b>										
10446 - New Image Landscape Co.	418375	Cypress Trees on Cardoza	Paid by Check # 101747		01/23/2023	01/27/2023	01/27/2023		02/10/2023	90.00
							Account <b>6360.440 - Maint &amp; Repairs Landscape General</b> Totals		Invoice Transactions 1	<u>\$90.00</u>
							Sub-Division <b>00 - Non-Subdiv</b> Totals		Invoice Transactions 1	<u>\$90.00</u>
							Division <b>000 - Non-Div</b> Totals		Invoice Transactions 1	<u>\$90.00</u>
							Department <b>195 - Conveyance</b> Totals		Invoice Transactions 1	<u>\$90.00</u>
Department <b>210 - Police</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b>										
10129 - Cintas Corporation	4145570869	Mat Service - Police/Fire 02/03/23	Paid by Check # 101730		02/03/2023	02/07/2023	02/07/2023		02/10/2023	37.59
10493 - Pure H2O	18698	Water Cooler Service Police & Fire 02/01/23	Paid by Check # 101751		02/01/2023	02/02/2023	02/02/2023		02/10/2023	88.55
							Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b> Totals		Invoice Transactions 2	<u>\$126.14</u>
Account <b>6370.015 - Shared Svc ACJIS Warrant</b>										
10410 - Monterey County Sheriff's Department	2392	CJIS QE 12/31/22	Paid by Check # 101742		01/10/2023	01/13/2023	01/13/2023		02/10/2023	31,579.05
							Account <b>6370.015 - Shared Svc ACJIS Warrant</b> Totals		Invoice Transactions 1	<u>\$31,579.05</u>
Account <b>6380.150 - Utilities Comm Phone System</b>										
10153 - Comcast	01-26-23	Acct# 8155100290083819, Cable for Police & Fire	Paid by Check # 101732		01/26/2023	02/07/2023	02/07/2023		02/10/2023	37.09
							Account <b>6380.150 - Utilities Comm Phone System</b> Totals		Invoice Transactions 1	<u>\$37.09</u>
Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>										
10416 - Monterey County Petroleum-Sturdy Oil Co.	30863A-IN	Regular Ethenol	Paid by Check # 101741		01/25/2023	02/03/2023	02/03/2023		02/10/2023	3,834.22
10416 - Monterey County Petroleum-Sturdy Oil Co.	29777A-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 101741		01/13/2023	02/03/2023	02/03/2023		02/10/2023	3,956.80
							Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals		Invoice Transactions 2	<u>\$7,791.02</u>
Account <b>6500.620 - Training &amp; Travel POST</b>										
10629 - Aiello, Anthony	02-01-2023	DO NOT MAIL - Per Diem for A. Aiello	Paid by Check # 101758		02/01/2023	02/01/2023	02/01/2023		02/10/2023	90.00
11587 - Peliova, Carolyn	01-31-23	DO NOT MAIL - Per Diem for C. Peliova	Paid by Check # 101762		01/31/2023	01/31/2023	01/31/2023		02/10/2023	70.00
							Account <b>6500.620 - Training &amp; Travel POST</b> Totals		Invoice Transactions 2	<u>\$160.00</u>
							Sub-Division <b>00 - Non-Subdiv</b> Totals		Invoice Transactions 8	<u>\$39,693.30</u>
							Division <b>000 - Non-Div</b> Totals		Invoice Transactions 8	<u>\$39,693.30</u>
							Department <b>210 - Police</b> Totals		Invoice Transactions 8	<u>\$39,693.30</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/10/23 - 02/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 100 - General Fund</b>										
Department <b>250 - Fire</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b>										
10129 - Cintas Corporation	4145570869	Mat Service -	Paid by Check		02/03/2023	02/07/2023	02/07/2023		02/10/2023	117.48
		Police/Fire 02/03/23	# 101730							
10493 - Pure H2O	18698	Water Cooler Service	Paid by Check		02/01/2023	02/02/2023	02/02/2023		02/10/2023	113.53
		Police & Fire 02/01/23	# 101751							
								Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b> Totals	Invoice Transactions 2	<u>\$231.01</u>
Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b>										
10603 - Verizon Wireless	9926195071	Acct# 371782403-00002 - FD Mobile Charges, Dec 26 - Jan 25 23	Paid by Check		01/25/2023	02/07/2023	02/07/2023		02/10/2023	441.06
			# 101756							
								Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b> Totals	Invoice Transactions 1	<u>\$441.06</u>
Account <b>6380.150 - Utilities Comm Phone System</b>										
10153 - Comcast	01-26-23	Acct# 8155100290083819, Cable for Police & Fire	Paid by Check		01/26/2023	02/07/2023	02/07/2023		02/10/2023	37.09
			# 101732							
								Account <b>6380.150 - Utilities Comm Phone System</b> Totals	Invoice Transactions 1	<u>\$37.09</u>
Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>										
10416 - Monterey County Petroleum-Sturdy Oil Co.	30863A-IN	Regular Ethenol	Paid by Check		01/25/2023	02/03/2023	02/03/2023		02/10/2023	302.70
			# 101741							
10416 - Monterey County Petroleum-Sturdy Oil Co.	29777A-IN	Fuel Regular/Ethanol and Diesel	Paid by Check		01/13/2023	02/03/2023	02/03/2023		02/10/2023	1,828.13
			# 101741							
								Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals	Invoice Transactions 2	<u>\$2,130.83</u>
Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b>										
10780 - Allstar Fire Equipment Inc.	244262-3	Freight charges	Paid by Check		11/30/2022	02/07/2023	02/07/2023		02/10/2023	100.00
			# 101725							
10780 - Allstar Fire Equipment Inc.	242942	Halligan Tool - 2 pack & Hose Rubber Bands	Paid by Check		09/30/2022	02/07/2023	02/07/2023		02/10/2023	282.26
			# 101725							
10967 - Monterey Signs, Inc.	22341	New Fire Truck Graphics (5492)	Paid by EFT #		02/02/2023	02/07/2023	02/07/2023		02/10/2023	2,027.85
			2956							
10967 - Monterey Signs, Inc.	22364	Graphics for Unit 5400	Paid by EFT #		02/07/2023	02/07/2023	02/07/2023		02/10/2023	2,027.85
			2956							
10580 - Tri County Fire Protection	HP 60093	Extinguisher refills at Station 2	Paid by Check		01/25/2023	02/02/2023	02/02/2023		02/10/2023	140.00
			# 101753							
10580 - Tri County Fire Protection	HP60216	Extinguisher refills/service	Paid by Check		02/06/2023	02/07/2023	02/07/2023		02/10/2023	40.00
			# 101753							
								Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b> Totals	Invoice Transactions 6	<u>\$4,617.96</u>
Account <b>6600.455 - Other Charges Leased Parking</b>										
10253 - George T. Powell	02012023	Parking Rental Fees	Paid by Check		02/01/2023	02/07/2023	02/07/2023		02/10/2023	1,300.00
			# 101736							
								Account <b>6600.455 - Other Charges Leased Parking</b> Totals	Invoice Transactions 1	<u>\$1,300.00</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/10/23 - 02/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>100 - General Fund</b>										
Department <b>250 - Fire</b>										
Division <b>000 - Non-Div</b>										
							Sub-Division <b>00 - Non-Subdiv</b> Totals		Invoice Transactions 13	<u>\$8,757.95</u>
							Division <b>000 - Non-Div</b> Totals		Invoice Transactions 13	<u>\$8,757.95</u>
							Department <b>250 - Fire</b> Totals		Invoice Transactions 13	<u>\$8,757.95</u>
Department <b>310 - Public Works</b>										
Division <b>311 - Buildings &amp; Grounds</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6360.065 - Maint &amp; Repairs Bdg NonFlagship</b>										
10728 - Ace Hardware-Public Works	084322	Sprinkler/Irrigation Parts	Paid by Check # 101724		02/02/2023	02/03/2023	02/03/2023		02/10/2023	63.27
10728 - Ace Hardware-Public Works	084338	Chain Saw	Paid by Check # 101724		02/03/2023	02/03/2023	02/03/2023		02/10/2023	1.51
10187 - Della Mora Heating, Inc.	15256	209 Cypress Ave	Paid by Check # 101733		01/24/2023	02/02/2023	01/27/2023		02/10/2023	1,567.99
10187 - Della Mora Heating, Inc.	15368	Equestrian Center	Paid by Check # 101733		01/27/2023	01/27/2023	01/27/2023		02/10/2023	205.00
							Account <b>6360.065 - Maint &amp; Repairs Bdg NonFlagship</b> Totals		Invoice Transactions 4	<u>\$1,837.77</u>
Account <b>6360.070 - Maint &amp; Repairs Bdg Public Safety</b>										
10187 - Della Mora Heating, Inc.	15383	Marina PD	Paid by Check # 101733		01/24/2023	01/27/2023	01/27/2023		02/10/2023	1,150.00
							Account <b>6360.070 - Maint &amp; Repairs Bdg Public Safety</b> Totals		Invoice Transactions 1	<u>\$1,150.00</u>
Account <b>6360.690 - Maint &amp; Repairs Supplies</b>										
10403 - NAPA Auto Parts - former Monterey Auto Supply	961999	Vehicle Maintenance	Paid by Check # 101746		02/03/2023	02/03/2023	02/03/2023		02/10/2023	87.71
							Account <b>6360.690 - Maint &amp; Repairs Supplies</b> Totals		Invoice Transactions 1	<u>\$87.71</u>
Account <b>6400.155 - Material &amp; Suppl Dump Fees</b>										
10427 - Monterey Regional Waste Management District	3759073	Christmas Trees	Paid by Check # 101744		01/30/2023	01/27/2023	01/27/2023		02/10/2023	28.70
10427 - Monterey Regional Waste Management District	3759132	Christmas Trees	Paid by Check # 101744		01/30/2023	01/27/2023	01/27/2023		02/10/2023	26.60
							Account <b>6400.155 - Material &amp; Suppl Dump Fees</b> Totals		Invoice Transactions 2	<u>\$55.30</u>
Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>										
10416 - Monterey County Petroleum-Sturdy Oil Co.	30863A-IN	Regular Ethenol	Paid by Check # 101741		01/25/2023	02/03/2023	02/03/2023		02/10/2023	151.35
10416 - Monterey County Petroleum-Sturdy Oil Co.	29777A-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 101741		01/13/2023	02/03/2023	02/03/2023		02/10/2023	156.19
							Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals		Invoice Transactions 2	<u>\$307.54</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/10/23 - 02/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 100 - General Fund</b>										
Department <b>310 - Public Works</b>										
Division <b>311 - Buildings &amp; Grounds</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6400.800 - Material &amp; Suppl Uniform</b>										
10043 - Aramark Uniform Service	5110161222	PW Uniforms	Paid by Check # 101727		02/01/2023	01/27/2023	01/27/2023		02/10/2023	130.97
							Account <b>6400.800 - Material &amp; Suppl Uniform</b> Totals	Invoice Transactions	1	<u>\$130.97</u>
							Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions	11	<u>\$3,569.29</u>
							Division <b>311 - Buildings &amp; Grounds</b> Totals	Invoice Transactions	11	<u>\$3,569.29</u>
Division <b>313 - Vehicle Maint</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6360.690 - Maint &amp; Repairs Supplies</b>										
10528 - Salinas Valley Ford	38074	PW Truck	Paid by Check # 101752		02/03/2023	02/03/2023	02/03/2023		02/10/2023	612.55
							Account <b>6360.690 - Maint &amp; Repairs Supplies</b> Totals	Invoice Transactions	1	<u>\$612.55</u>
Account <b>6360.850 - Maint &amp; Repairs Vehicle</b>										
10085 - Burton's Fire, Inc.	W 80906	Fire	Paid by Check # 101729		01/31/2023	01/27/2023	01/27/2023		02/10/2023	1,297.64
10437 - My Chevrolet	CVCS258194	PD	Paid by Check # 101745		02/02/2023	02/03/2023	02/03/2023		02/10/2023	3,518.43
11676 - MyFleetCenter - Wisconsin Quick Lube	36762553	Unit #891 Ford Fusion 2014	Paid by Check # 101764		01/05/2023	02/03/2023	02/03/2023		02/10/2023	101.59
10528 - Salinas Valley Ford	37837	PW	Paid by Check # 101752		01/24/2023	01/27/2023	01/27/2023		02/10/2023	28.71
							Account <b>6360.850 - Maint &amp; Repairs Vehicle</b> Totals	Invoice Transactions	4	<u>\$4,946.37</u>
							Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions	5	<u>\$5,558.92</u>
							Division <b>313 - Vehicle Maint</b> Totals	Invoice Transactions	5	<u>\$5,558.92</u>
							Department <b>310 - Public Works</b> Totals	Invoice Transactions	16	<u>\$9,128.21</u>
Department <b>410 - Planning</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6300.610 - Prof Svc Planning - Consultant</b>										
10565 - SWCA Environmental Consultants	161049	SWCA-Vernal Ponds-January 2023	Paid by EFT # 2960		02/06/2023	02/06/2023	02/06/2023		02/10/2023	1,524.50
							Account <b>6300.610 - Prof Svc Planning - Consultant</b> Totals	Invoice Transactions	1	<u>\$1,524.50</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/10/23 - 02/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 100 - General Fund</b>										
Department <b>410 - Planning</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6330.100 - Fee Agr Costs - Planning</b>										
10508 - Regional Government Services	14505	Contract Services for Planning -December 2022	Paid by EFT # 2958		12/31/2022	02/02/2023	02/02/2023		02/10/2023	4,265.78
								Account <b>6330.100 - Fee Agr Costs - Planning</b> Totals	Invoice Transactions 1	<u>\$4,265.78</u>
Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>										
10416 - Monterey County Petroleum-Sturdy Oil Co.	30863A-IN	Regular Ethenol	Paid by Check # 101741		01/25/2023	02/03/2023	02/03/2023		02/10/2023	100.90
10416 - Monterey County Petroleum-Sturdy Oil Co.	29777A-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 101741		01/13/2023	02/03/2023	02/03/2023		02/10/2023	104.13
								Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals	Invoice Transactions 2	<u>\$205.03</u>
Account <b>6400.565 - Material &amp; Suppl Office Supplies</b>										
10983 - Workin.com	66107	Job posting - Senior Building Inspector	Paid by Check # 101757		01/17/2023	02/08/2023	02/08/2023		02/10/2023	250.23
								Account <b>6400.565 - Material &amp; Suppl Office Supplies</b> Totals	Invoice Transactions 1	<u>\$250.23</u>
								Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions 5	<u>\$6,245.54</u>
								Division <b>000 - Non-Div</b> Totals	Invoice Transactions 5	<u>\$6,245.54</u>
								Department <b>410 - Planning</b> Totals	Invoice Transactions 5	<u>\$6,245.54</u>
Department <b>430 - Building Inspection</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b>										
10603 - Verizon Wireless	9925676231	PW Verizon Phone Bill Dec 19-Jan 18	Paid by Check # 101756		01/18/2023	02/03/2023	02/03/2023		02/10/2023	40.44
								Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b> Totals	Invoice Transactions 1	<u>\$40.44</u>
Account <b>6400.565 - Material &amp; Suppl Office Supplies</b>										
10734 - Office Depot-Public Works Dept.	286784352001	Office Supplies/PW & Building	Paid by Check # 101749		01/19/2023	02/02/2023	01/27/2023		02/10/2023	1,133.13
								Account <b>6400.565 - Material &amp; Suppl Office Supplies</b> Totals	Invoice Transactions 1	<u>\$1,133.13</u>
								Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions 2	<u>\$1,173.57</u>
								Division <b>000 - Non-Div</b> Totals	Invoice Transactions 2	<u>\$1,173.57</u>
								Department <b>430 - Building Inspection</b> Totals	Invoice Transactions 2	<u>\$1,173.57</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/10/23 - 02/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 100 - General Fund</b>										
Department <b>440 - Economic Dev</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6600.630 - Other Charges Promotional Activities</b>										
11620 - Certified Folder Display Service, Inc.	600307	Distribution of Restaurant Guides - March 2023	Paid by EFT # 2952		02/01/2023	02/06/2023	02/06/2023		02/10/2023	298.62
Account <b>6600.630 - Other Charges Promotional Activities</b> Totals							Invoice Transactions	1		<u>\$298.62</u>
Sub-Division <b>00 - Non-Subdiv</b> Totals							Invoice Transactions	1		<u>\$298.62</u>
Division <b>000 - Non-Div</b> Totals							Invoice Transactions	1		<u>\$298.62</u>
Department <b>440 - Economic Dev</b> Totals							Invoice Transactions	1		<u>\$298.62</u>
Department <b>510 - Recreation &amp; Culture</b>										
Division <b>100 - Admin</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>										
10416 - Monterey County Petroleum-Sturdy Oil Co.	30863A-IN	Regular Ethenol	Paid by Check # 101741		01/25/2023	02/03/2023	02/03/2023		02/10/2023	252.25
10416 - Monterey County Petroleum-Sturdy Oil Co.	29777A-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 101741		01/13/2023	02/03/2023	02/03/2023		02/10/2023	260.32
Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals							Invoice Transactions	2		<u>\$512.57</u>
Sub-Division <b>00 - Non-Subdiv</b> Totals							Invoice Transactions	2		<u>\$512.57</u>
Division <b>100 - Admin</b> Totals							Invoice Transactions	2		<u>\$512.57</u>
Department <b>510 - Recreation &amp; Culture</b> Totals							Invoice Transactions	2		<u>\$512.57</u>
Fund <b>100 - General Fund</b> Totals							Invoice Transactions	69		<u>\$98,051.86</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/10/23 - 02/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 110 - Vehicle and Equipment</b>										
Department <b>000 - Non-Dept</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6600.450 - Other Charges Leases &amp; Rents</b>										
11491 - Enterprise FM Trust - Fleet Lease payments only	FBN4670209	Lease Payment/January 23	Paid by EFT # 2953		02/04/2023	02/07/2023	02/07/2023		02/10/2023	21,345.98
							Account <b>6600.450 - Other Charges Leases &amp; Rents</b> Totals	Invoice Transactions	1	<u>\$21,345.98</u>
							Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions	1	<u>\$21,345.98</u>
							Division <b>000 - Non-Div</b> Totals	Invoice Transactions	1	<u>\$21,345.98</u>
							Department <b>000 - Non-Dept</b> Totals	Invoice Transactions	1	<u>\$21,345.98</u>
							Fund <b>110 - Vehicle and Equipment</b> Totals	Invoice Transactions	1	<u>\$21,345.98</u>





# Accounts Payable by G/L Distribution Report

Payment Date Range 02/10/23 - 02/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 220 - Gas Tax</b>											
Department <b>000 - Non-Dept</b>											
Division <b>000 - Non-Div</b>											
Sub-Division <b>00 - Non-Subdiv</b>											
Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b>											
10603 - Verizon Wireless	9925676231	PW Verizon Phone Bill Dec 19-Jan 18	Paid by Check # 101756		01/18/2023	02/03/2023	02/03/2023		02/10/2023	418.32	
									Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b> Totals	Invoice Transactions 1	<u>418.32</u>
Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>											
10233 - Fastenal Company	CASAL 157500	Shop Supply	Paid by Check # 101763		01/26/2023	01/27/2023	01/27/2023		02/10/2023	162.96	
10416 - Monterey County Petroleum-Sturdy Oil Co.	30863A-IN	Regular Ethenol	Paid by Check # 101741		01/25/2023	02/03/2023	02/03/2023		02/10/2023	151.35	
10416 - Monterey County Petroleum-Sturdy Oil Co.	29777A-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 101741		01/13/2023	02/03/2023	02/03/2023		02/10/2023	902.76	
									Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals	Invoice Transactions 3	<u>\$1,217.07</u>
Account <b>6400.800 - Material &amp; Suppl Uniform</b>											
10043 - Aramark Uniform Service	5110161229	Shop Supplies	Paid by Check # 101727		02/01/2023	01/27/2023	01/27/2023		02/10/2023	62.36	
									Account <b>6400.800 - Material &amp; Suppl Uniform</b> Totals	Invoice Transactions 1	<u>\$62.36</u>
									Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions 5	<u>\$1,697.75</u>
									Division <b>000 - Non-Div</b> Totals	Invoice Transactions 5	<u>\$1,697.75</u>
									Department <b>000 - Non-Dept</b> Totals	Invoice Transactions 5	<u>\$1,697.75</u>
									Fund <b>220 - Gas Tax</b> Totals	Invoice Transactions 5	<u>\$1,697.75</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/10/23 - 02/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>223 - FORA Dissolution</b>										
Department <b>000 - Non-Dept</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6300.570 - Prof Svc Other</b>										
11755 - Unlimited Environmental, Inc.	22-071-5 CK	City Park Barrack and Cypress Knolls	Paid by EFT # 2962		01/31/2023	02/07/2023	02/07/2023		02/10/2023	766,088.80
11755 - Unlimited Environmental, Inc.	22-071-5 D	Dunes Park Development Project	Paid by EFT # 2962		01/31/2023	02/07/2023	02/07/2023		02/10/2023	40,626.72
Account <b>6300.570 - Prof Svc Other</b> Totals							Invoice Transactions	2		<u>\$806,715.52</u>
Sub-Division <b>00 - Non-Subdiv</b> Totals							Invoice Transactions	2		<u>\$806,715.52</u>
Division <b>000 - Non-Div</b> Totals							Invoice Transactions	2		<u>\$806,715.52</u>
Department <b>000 - Non-Dept</b> Totals							Invoice Transactions	2		<u>\$806,715.52</u>
Fund <b>223 - FORA Dissolution</b> Totals							Invoice Transactions	2		<u>\$806,715.52</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/10/23 - 02/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>251 - CFD - Locke Paddon</b>										
Department <b>000 - Non-Dept</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6380.500 - Utilities Water &amp; Sewer</b>										
10349 - Marina Coast Water District	012016000 011923	199 A Paddon Place	Paid by Check # 101739		01/19/2023	01/27/2023	01/27/2023		02/10/2023	37.72
							Account <b>6380.500 - Utilities Water &amp; Sewer</b> Totals	Invoice Transactions	1	<u>\$37.72</u>
							Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions	1	<u>\$37.72</u>
							Division <b>000 - Non-Div</b> Totals	Invoice Transactions	1	<u>\$37.72</u>
							Department <b>000 - Non-Dept</b> Totals	Invoice Transactions	1	<u>\$37.72</u>
							Fund <b>251 - CFD - Locke Paddon</b> Totals	Invoice Transactions	1	<u>\$37.72</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/10/23 - 02/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>462 - City Capital Projects</b>										
Department <b>000 - Non-Dept</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6300.570 - Prof Svc Other</b>										
11762 - Raimi + Associates, Inc	22-5563	Marina GPU	Paid by EFT # 2957		01/31/2023	02/01/2023	02/01/2023		02/10/2023	31,871.62
10462 - Pacific Crest Engineering	11800	Glorya Jean Tate Park Site Improvements and Pump Track	Paid by Check # 101750		01/31/2023	02/03/2023	02/03/2023		02/10/2023	561.60
11266 - Verde Design, Inc.	6-2207300	Glorya Jean Tate Park Improvements Project	Paid by Check # 101755		02/02/2023	02/03/2023	02/03/2023		02/10/2023	4,578.67
							Account <b>6300.570 - Prof Svc Other</b> Totals	Invoice Transactions	3	<u>\$37,011.89</u>
							Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions	3	<u>\$37,011.89</u>
							Division <b>000 - Non-Div</b> Totals	Invoice Transactions	3	<u>\$37,011.89</u>
							Department <b>000 - Non-Dept</b> Totals	Invoice Transactions	3	<u>\$37,011.89</u>
							Fund <b>462 - City Capital Projects</b> Totals	Invoice Transactions	3	<u>\$37,011.89</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/10/23 - 02/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>555 - Marina Airport</b>										
Department <b>000 - Non-Dept</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6300.025 - Prof Svc Airport Master Plan</b>										
10150 - Coffman Associates	19GS04-13	Marina Pen and Ink ALP Update Airport	Paid by Check # 101731		01/31/2023	02/06/2023	02/06/2023		02/10/2023	2,258.00
							Account <b>6300.025 - Prof Svc Airport Master Plan</b> Totals		Invoice Transactions 1	<u>\$2,258.00</u>
Account <b>6360.280 - Maint &amp; Repairs Habitat Management Svc</b>										
10250 - Gavilan Pest Control	0150743	781 Neeson Rd Bldg 520 Squirrles	Paid by Check # 101735		01/23/2023	02/03/2023	02/03/2023		02/10/2023	1,150.00
10250 - Gavilan Pest Control	0150744	781 Neeson Rd Bldg 520 Rodents	Paid by Check # 101735		01/23/2023	02/03/2023	02/03/2023		02/10/2023	75.00
							Account <b>6360.280 - Maint &amp; Repairs Habitat Management Svc</b> Totals		Invoice Transactions 2	<u>\$1,225.00</u>
Account <b>6380.150 - Utilities Comm Phone System</b>										
10758 - AT & T CALNET3	000019416222	AWOS Auto Weather Station (9391023449)	Paid by Check # 101728		01/28/2023	02/03/2023	02/03/2023		02/10/2023	29.42
10758 - AT & T CALNET3	000019416216	Fire Alarms Hangars Bldgs 524 & 533 (9391023443)	Paid by Check # 101728		01/28/2023	02/03/2023	02/03/2023		02/10/2023	52.93
10758 - AT & T CALNET3	000019416217	Fire Alarms Hangars Bldgs 524 & 533 (9391023444)	Paid by Check # 101728		01/28/2023	02/03/2023	02/03/2023		02/10/2023	52.93
							Account <b>6380.150 - Utilities Comm Phone System</b> Totals		Invoice Transactions 3	<u>\$135.28</u>
Account <b>6380.300 - Utilities Gas &amp; Electric</b>										
10603 - Verizon Wireless	9925676231	PW Verizon Phone Bill Dec 19-Jan 18	Paid by Check # 101756		01/18/2023	02/03/2023	02/03/2023		02/10/2023	26.55
							Account <b>6380.300 - Utilities Gas &amp; Electric</b> Totals		Invoice Transactions 1	<u>\$26.55</u>
Account <b>6380.500 - Utilities Water &amp; Sewer</b>										
10432 - Monterey One Water - former MRWPCA	13-000152 013123	741 Neeson Rd 527	Paid by Check # 101743		01/31/2023	02/06/2023	02/06/2023		02/10/2023	28.80
10432 - Monterey One Water - former MRWPCA	13-000145 013123	3260 Imjin Rd Bldg 514	Paid by Check # 101743		01/31/2023	02/06/2023	02/06/2023		02/10/2023	47.90
10432 - Monterey One Water - former MRWPCA	13-000159 013123	761 Neeson Rd Bldg 524	Paid by Check # 101743		01/31/2023	02/06/2023	02/06/2023		02/10/2023	220.40
10432 - Monterey One Water - former MRWPCA	13-000158 013123	711 Neeson Rd 535	Paid by Check # 101743		01/31/2023	02/06/2023	02/06/2023		02/10/2023	47.90
10432 - Monterey One Water - former MRWPCA	13-000157 013123	721 Neeson Rd Bldg 533	Paid by Check # 101743		01/31/2023	02/06/2023	02/06/2023		02/10/2023	191.60
10432 - Monterey One Water - former MRWPCA	13-000153 013123	771 Neeson Rd 529	Paid by Check # 101743		01/31/2023	02/06/2023	02/06/2023		02/10/2023	28.80
10432 - Monterey One Water - former MRWPCA	13-000149 013123	791 Neeson Rd	Paid by Check # 101743		01/31/2023	02/06/2023	02/06/2023		02/10/2023	28.80
10432 - Monterey One Water - former MRWPCA	13-000148 013123	781 Neeson Rd Bldg 520	Paid by Check # 101743		01/31/2023	02/06/2023	02/06/2023		02/10/2023	47.90



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/10/23 - 02/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund <b>555 - Marina Airport</b>											
Department <b>000 - Non-Dept</b>											
Division <b>000 - Non-Div</b>											
Sub-Division <b>00 - Non-Subdiv</b>											
Account <b>6380.500 - Utilities Water &amp; Sewer</b>											
10432 - Monterey One Water - former MRWPCA	13-000144 013123	3200 Imjin Rd 507	Paid by Check # 101743		01/31/2023	02/06/2023	02/06/2023		02/10/2023	28.80	
							Account <b>6380.500 - Utilities Water &amp; Sewer</b> Totals		Invoice Transactions 9	<u>\$670.90</u>	
Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>											
10416 - Monterey County Petroleum-Sturdy Oil Co.	30863A-IN	Regular Ethenol	Paid by Check # 101741		01/25/2023	02/03/2023	02/03/2023		02/10/2023	151.35	
10416 - Monterey County Petroleum-Sturdy Oil Co.	29777A-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 101741		01/13/2023	02/03/2023	02/03/2023		02/10/2023	156.18	
							Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals		Invoice Transactions 2	<u>\$307.53</u>	
Account <b>6400.231 - Material &amp; Suppl Fuel - Aviation 100LL</b>											
10227 - Epic Aviation	7659571	AVGAS 100LL	Paid by Check # 101734		02/02/2023	02/02/2023	02/02/2023		02/10/2023	37,066.86	
							Account <b>6400.231 - Material &amp; Suppl Fuel - Aviation 100LL</b> Totals		Invoice Transactions 1	<u>\$37,066.86</u>	
								Sub-Division <b>00 - Non-Subdiv</b> Totals		Invoice Transactions 19	<u>\$41,690.12</u>
								Division <b>000 - Non-Div</b> Totals		Invoice Transactions 19	<u>\$41,690.12</u>
								Department <b>000 - Non-Dept</b> Totals		Invoice Transactions 19	<u>\$41,690.12</u>
								Fund <b>555 - Marina Airport</b> Totals		Invoice Transactions 19	<u>\$41,690.12</u>
								Grand Totals		Invoice Transactions 100	<u>\$1,006,550.84</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/17/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 100 - General Fund</b>										
Department <b>120 - City Mgr/HR/Risk</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6300.570 - Prof Svc Other</b>										
11803 - Rauch Communication Consultants, Inc	11-22081	Professional Services - PR MPWSP - October 2022	Paid by Check # 101787		01/13/2023	02/13/2023	02/13/2023		02/17/2023	18,671.25
11803 - Rauch Communication Consultants, Inc	12-2022-11	Professional Services - PR MPWSP - November 2022	Paid by Check # 101787		02/10/2023	02/13/2023	02/13/2023		02/17/2023	8,591.25
							Account <b>6300.570 - Prof Svc Other</b> Totals	Invoice Transactions 2		<u>\$27,262.50</u>
							Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions 2		<u>\$27,262.50</u>
							Division <b>000 - Non-Div</b> Totals	Invoice Transactions 2		<u>\$27,262.50</u>
							Department <b>120 - City Mgr/HR/Risk</b> Totals	Invoice Transactions 2		<u>\$27,262.50</u>
Department <b>130 - Finance</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6300.216 - Prof Svc Fin - Accounting Services</b>										
10511 - Richard B. Standridge	23-03	Service 1/30 - 2/9/23	Paid by EFT # 2985		02/10/2023	02/09/2023	02/09/2023		02/17/2023	2,375.00
							Account <b>6300.216 - Prof Svc Fin - Accounting Services</b> Totals	Invoice Transactions 1		<u>\$2,375.00</u>
							Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions 1		<u>\$2,375.00</u>
							Division <b>000 - Non-Div</b> Totals	Invoice Transactions 1		<u>\$2,375.00</u>
							Department <b>130 - Finance</b> Totals	Invoice Transactions 1		<u>\$2,375.00</u>
Department <b>190 - Citywide Non-Dept</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6380.150 - Utilities Comm Phone System</b>										
10758 - AT & T CALNET3	000019416210	CALNET3-9391023437 (384-0425)	Paid by Check # 101768		01/28/2023	02/07/2023	02/07/2023		02/17/2023	52.93
10758 - AT & T CALNET3	000019416213	CALNET3-9391023440 (384-0860)	Paid by Check # 101768		01/28/2023	02/07/2023	02/07/2023		02/17/2023	27.33
10758 - AT & T CALNET3	000019416214	CALNET3-9391023441 (384-0888)	Paid by Check # 101768		01/28/2023	02/07/2023	02/07/2023		02/17/2023	27.30
10758 - AT & T CALNET3	000019416238	CALNET3-9391023463 (384-7854)	Paid by Check # 101768		01/28/2023	02/07/2023	02/07/2023		02/17/2023	27.30
10758 - AT & T CALNET3	000019416241	CALNET3-9391023466 (384-8477)	Paid by Check # 101768		01/28/2023	02/07/2023	02/07/2023		02/17/2023	52.93
10758 - AT & T CALNET3	000019416243	CALNET3-9391023468 (384-9148)	Paid by Check # 101768		01/28/2023	02/07/2023	02/07/2023		02/17/2023	27.34
							Account <b>6380.150 - Utilities Comm Phone System</b> Totals	Invoice Transactions 6		<u>\$215.13</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/17/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 100 - General Fund</b>											
Department <b>190 - Citywide Non-Dept</b>											
Division <b>000 - Non-Div</b>											
Sub-Division <b>00 - Non-Subdiv</b>											
Account <b>6380.300 - Utilities Gas &amp; Electric</b>											
10463 - Pacific Gas & Electric	January 23 313	PG&E 6793435313-6	Paid by Check		01/26/2023	02/14/2023	02/14/2023		02/17/2023	8,449.58	
	-6		# 101786								
10463 - Pacific Gas & Electric	Feb 2023 562-0	PG&E - 4758891562-0	Paid by Check		02/09/2023	02/15/2023	02/15/2023		02/17/2023	1,079.83	
			# 101786								
									Account <b>6380.300 - Utilities Gas &amp; Electric</b> Totals	Invoice Transactions 2	<u>\$9,529.41</u>
Account <b>6380.500 - Utilities Water &amp; Sewer</b>											
10432 - Monterey One Water - former MRWPCA	13-000325	2800 2nd Ave	Paid by Check		01/31/2023	02/06/2023	02/06/2023		02/17/2023	47.90	
	013123		# 101781								
10432 - Monterey One Water - former MRWPCA	13-000143	3200 Imjin Rd	Paid by Check		01/31/2023	02/06/2023	02/06/2023		02/17/2023	28.80	
	013123		# 101781								
10432 - Monterey One Water - former MRWPCA	12-003949	209 Cypress Ave	Paid by Check		01/31/2023	02/06/2023	02/06/2023		02/17/2023	95.80	
	013123		# 101781								
10432 - Monterey One Water - former MRWPCA	12-003245	3254 Abdy Way	Paid by Check		01/31/2023	02/06/2023	02/06/2023		02/17/2023	47.90	
	013123		# 101781								
10432 - Monterey One Water - former MRWPCA	12-001708	304 Hillcrest Ave	Paid by Check		01/31/2023	02/06/2023	02/06/2023		02/17/2023	47.90	
	013123		# 101781								
10432 - Monterey One Water - former MRWPCA	12-003451	0 Seaside Ave & Reservation Rd	Paid by Check		01/31/2023	02/06/2023	02/06/2023		02/17/2023	47.90	
	013123		# 101781								
10432 - Monterey One Water - former MRWPCA	12-001627	211 Hillcrest Ave	Paid by Check		01/31/2023	02/08/2023	02/08/2023		02/17/2023	191.60	
	013123		# 101781								
10432 - Monterey One Water - former MRWPCA	12-000192	3200 Del Monte Blvd	Paid by Check		01/31/2023	02/08/2023	02/08/2023		02/17/2023	47.90	
	013123		# 101781								
10432 - Monterey One Water - former MRWPCA	13-002930	3200 Imjin Rd	Paid by Check		01/31/2023	02/08/2023	02/08/2023		02/17/2023	958.00	
	013123		# 101781								
									Account <b>6380.500 - Utilities Water &amp; Sewer</b> Totals	Invoice Transactions 9	<u>\$1,513.70</u>
									Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions 17	<u>\$11,258.24</u>
									Division <b>000 - Non-Div</b> Totals	Invoice Transactions 17	<u>\$11,258.24</u>
									Department <b>190 - Citywide Non-Dept</b> Totals	Invoice Transactions 17	<u>\$11,258.24</u>
Department <b>195 - Conveyance</b>											
Division <b>000 - Non-Div</b>											
Sub-Division <b>00 - Non-Subdiv</b>											
Account <b>6360.440 - Maint &amp; Repairs Landscape General</b>											
10446 - New Image Landscape Co.	141176	Landscape Maintenance January 2023	Paid by Check		01/31/2023	02/06/2023	02/06/2023		02/17/2023	2,140.00	
			# 101784								
10446 - New Image Landscape Co.	418395	Performed tree trimming at Cardoza Ave	Paid by Check		01/30/2023	02/06/2023	02/06/2023		02/17/2023	1,800.00	
			# 101784								





# Accounts Payable by G/L Distribution Report

Payment Date Range 02/17/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 100 - General Fund</b>										
Department <b>195 - Conveyance</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6360.440 - Maint &amp; Repairs Landscape General</b>										
10446 - New Image Landscape Co.	418396	Performed tree trimming at Cardoza Ave and Dolphin Circle	Paid by Check # 101784		01/30/2023	02/06/2023	02/06/2023		02/17/2023	2,950.00
							Account <b>6360.440 - Maint &amp; Repairs Landscape General</b> Totals	Invoice Transactions	3	<u>\$6,890.00</u>
							Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions	3	<u>\$6,890.00</u>
							Division <b>000 - Non-Div</b> Totals	Invoice Transactions	3	<u>\$6,890.00</u>
							Department <b>195 - Conveyance</b> Totals	Invoice Transactions	3	<u>\$6,890.00</u>
Department <b>250 - Fire</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6300.570 - Prof Svc Other</b>										
10841 - Carmel Fire Protection Associates - Art Black	123041	Plan review & inspection at Joby Bldg Foundation - Bldg Permit	Paid by Check # 101771		02/07/2023	02/15/2023	02/15/2023		02/17/2023	200.00
							Account <b>6300.570 - Prof Svc Other</b> Totals	Invoice Transactions	1	<u>\$200.00</u>
Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>										
10416 - Monterey County Petroleum-Sturdy Oil Co.	30980A-IN	Clear Diesel	Paid by Check # 101780		02/09/2023	02/14/2023	02/14/2023		02/17/2023	894.73
							Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals	Invoice Transactions	1	<u>\$894.73</u>
Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b>										
10628 - Abraham, Jeffrey	01-27-23	Per Diem for Fire Engine Trip to Nebraska & Minnesota	Paid by Check # 101791		01/27/2023	02/14/2023	02/14/2023		02/17/2023	230.00
11393 - Carmel Roasters, Inc.	66012	FD Coffee - 4 boxes	Paid by Check # 101772		02/15/2023	02/15/2023	02/15/2023		02/17/2023	349.60
10648 - Devincenzi, Steven	01-27-23	Per Diem for Fire Engine Trip to Nebraska & Minnesota	Paid by Check # 101793		01/27/2023	02/14/2023	02/14/2023		02/17/2023	230.00
10698 - Sweeney, Mark	01-30-23	Per Diem for WAVE Conference - Austin, Texas	Paid by Check # 101795		01/30/2023	02/14/2023	02/14/2023		02/17/2023	230.00



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/17/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 100 - General Fund</b>											
Department <b>250 - Fire</b>											
Division <b>000 - Non-Div</b>											
Sub-Division <b>00 - Non-Subdiv</b>											
Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b>											
11666 - Vega, Carlos	01-30-23	Per Diem for WAVE Conference - Austin, Texas	Paid by Check # 101796		01/30/2023	02/14/2023	02/14/2023		02/17/2023	230.00	
									Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b> Totals	Invoice Transactions 5	\$1,269.60
Account <b>6400.796 - Material &amp; Suppl Turnout Equip-Wildland Fires</b>											
10323 - L.N. Curtis & Sons	INV672453	Dark Navy Chameleon Softshell Jackets	Paid by Check # 101779		01/31/2023	02/15/2023	02/15/2023		02/17/2023	305.95	
10323 - L.N. Curtis & Sons	INV672767	(1) Jacket w/liner, (4) trouser w/liner & suspenders	Paid by Check # 101779		01/31/2023	02/15/2023	02/15/2023		02/17/2023	1,197.98	
									Account <b>6400.796 - Material &amp; Suppl Turnout Equip-Wildland Fires</b> Totals	Invoice Transactions 2	\$1,503.93
									Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions 9	\$3,868.26
									Division <b>000 - Non-Div</b> Totals	Invoice Transactions 9	\$3,868.26
									Department <b>250 - Fire</b> Totals	Invoice Transactions 9	\$3,868.26
Department <b>310 - Public Works</b>											
Division <b>311 - Buildings &amp; Grounds</b>											
Sub-Division <b>00 - Non-Subdiv</b>											
Account <b>6360.065 - Maint &amp; Repairs Bdg NonFlagship</b>											
10728 - Ace Hardware-Public Works	084391	Flag Mark Stand	Paid by Check # 101765		02/10/2023	02/09/2023	02/09/2023		02/17/2023	16.38	
10728 - Ace Hardware-Public Works	084319	Propane Exachange	Paid by Check # 101765		02/02/2023	02/09/2023	02/09/2023		02/17/2023	27.30	
10728 - Ace Hardware-Public Works	084395	Streets	Paid by Check # 101765		02/13/2023	02/09/2023	02/09/2023		02/17/2023	49.15	
10181 - Dave's Repair Service	34699	Monthly Site Inspections as Designated Operator	Paid by Check # 101773		02/02/2023	02/09/2023	02/09/2023		02/17/2023	95.00	
10250 - Gavilan Pest Control	0151660	211 Hillcrest Ave	Paid by Check # 101774		02/01/2023	02/09/2023	02/09/2023		02/17/2023	82.00	
									Account <b>6360.065 - Maint &amp; Repairs Bdg NonFlagship</b> Totals	Invoice Transactions 5	\$269.83
Account <b>6360.070 - Maint &amp; Repairs Bdg Public Safety</b>											
10520 - Roto-Rooter Plumbers & Restoration	727553319	304 Hillcrest Ave	Paid by Check # 101789		01/19/2023	02/08/2023	02/08/2023		02/17/2023	700.00	
									Account <b>6360.070 - Maint &amp; Repairs Bdg Public Safety</b> Totals	Invoice Transactions 1	\$700.00
Account <b>6360.440 - Maint &amp; Repairs Landscape General</b>											
10728 - Ace Hardware-Public Works	084357	Fire Station	Paid by Check # 101765		02/06/2023	02/08/2023	02/08/2023		02/17/2023	35.74	
									Account <b>6360.440 - Maint &amp; Repairs Landscape General</b> Totals	Invoice Transactions 1	\$35.74



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/17/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 100 - General Fund</b>										
Department <b>310 - Public Works</b>										
Division <b>311 - Buildings &amp; Grounds</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6400.800 - Material &amp; Suppl Uniform</b>										
10043 - Aramark Uniform Service	5110165647	PW Uniforms	Paid by Check # 101767		02/08/2023	02/08/2023	02/08/2023		02/17/2023	130.05
							Account <b>6400.800 - Material &amp; Suppl Uniform</b> Totals	Invoice Transactions	1	<u>\$130.05</u>
							Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions	8	<u>\$1,135.62</u>
							Division <b>311 - Buildings &amp; Grounds</b> Totals	Invoice Transactions	8	<u>\$1,135.62</u>
Division <b>313 - Vehicle Maint</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6360.690 - Maint &amp; Repairs Supplies</b>										
10728 - Ace Hardware-Public Works	084364	John Deere	Paid by Check # 101765		02/07/2023	02/08/2023	02/08/2023		02/17/2023	13.26
10251 - GCS Environmental Equipment Services	26349	Sweeper Parts	Paid by Check # 101775		02/03/2023	02/06/2023	02/06/2023		02/17/2023	464.97
10292 - Interstate Battery	120125773	Batteries	Paid by Check # 101778		01/10/2023	02/08/2023	02/08/2023		02/17/2023	1,441.04
10292 - Interstate Battery	12126085	Batteries	Paid by Check # 101778		01/27/2023	02/08/2023	02/08/2023		02/17/2023	480.22
10428 - Monterey Tire Service	1-110633	#554	Paid by Check # 101782		02/08/2023	02/08/2023	02/08/2023		02/17/2023	629.59
10403 - NAPA Auto Parts - former Monterey Auto Supply	963152	Mechanic Shop	Paid by Check # 101783		02/09/2023	02/14/2023	02/14/2023		02/17/2023	119.81
							Account <b>6360.690 - Maint &amp; Repairs Supplies</b> Totals	Invoice Transactions	6	<u>\$3,148.89</u>
Account <b>6360.850 - Maint &amp; Repairs Vehicle</b>										
10760 - All Around Auto Body Inc.	12990	PD Car	Paid by Check # 101766		02/08/2023	02/14/2023	02/14/2023		02/17/2023	490.50
10221 - Emergency Vehicle Specialists	14701	PD	Paid by EFT # 2983		02/10/2023	02/09/2023	02/09/2023		02/17/2023	1,491.98
10448 - Newton Bros. Tire & Auto	439156	#554	Paid by Check # 101785		02/08/2023	02/08/2023	02/08/2023		02/17/2023	100.00
10505 - RDO Equipment Co.	W5885138	Back Hoe	Paid by Check # 101788		12/27/2022	02/09/2023	02/09/2023		02/17/2023	2,506.00
							Account <b>6360.850 - Maint &amp; Repairs Vehicle</b> Totals	Invoice Transactions	4	<u>\$4,588.48</u>
							Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions	10	<u>\$7,737.37</u>
							Division <b>313 - Vehicle Maint</b> Totals	Invoice Transactions	10	<u>\$7,737.37</u>
							Department <b>310 - Public Works</b> Totals	Invoice Transactions	18	<u>\$8,872.99</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/17/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 100 - General Fund</b>										
Department <b>410 - Planning</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6300.610 - Prof Svc Planning - Consultant</b>										
10268 - Harris & Associates	56153	January 1, 2023 to January 28, 2023	Paid by Check # 101777		02/08/2023	02/09/2023	02/09/2023		02/17/2023	6,695.00
								Account <b>6300.610 - Prof Svc Planning - Consultant</b> Totals	Invoice Transactions 1	<u>6,695.00</u>
Account <b>6330.100 - Fee Agr Costs - Planning</b>										
10171 - CSG Consultants	49125	Marina Station	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	5,429.00
								Account <b>6330.100 - Fee Agr Costs - Planning</b> Totals	Invoice Transactions 1	<u>5,429.00</u>
								Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions 2	<u>12,124.00</u>
								Division <b>000 - Non-Div</b> Totals	Invoice Transactions 2	<u>12,124.00</u>
								Department <b>410 - Planning</b> Totals	Invoice Transactions 2	<u>12,124.00</u>
Department <b>420 - Engineering</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6300.185 - Prof Svc Engineering Svs-Staff Augment</b>										
10171 - CSG Consultants	49119	Staff Augmentation	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	1,690.00
								Account <b>6300.185 - Prof Svc Engineering Svs-Staff Augment</b> Totals	Invoice Transactions 1	<u>1,690.00</u>
Account <b>6300.190 - Prof Svc Engineering Svc Interagency</b>										
10171 - CSG Consultants	49120	RWQCB	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	845.00
								Account <b>6300.190 - Prof Svc Engineering Svc Interagency</b> Totals	Invoice Transactions 1	<u>845.00</u>
Account <b>6330.200 - Fee Agr Costs - Engineering</b>										
10171 - CSG Consultants	49121	Marina Heights Inspection	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	169.00
10171 - CSG Consultants	49122	Marina Heights Plan Check	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	169.00
10171 - CSG Consultants	49126	Dunes Phase 2 West	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	7,479.00
10171 - CSG Consultants	49127	Dunes Op Site 1A	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	338.00
10171 - CSG Consultants	49128	Hampton Inn (120 Reservation Road)	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	4,224.00
10171 - CSG Consultants	49131	Seacrest Apartments 3108 Seacrest Ave	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	528.00
10171 - CSG Consultants	49132	Dunes Phase 1B Promenade	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	6,156.50
10171 - CSG Consultants	49133	Via Del Mar Subdivision (3220 Abdy Way)	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	2,772.00
10171 - CSG Consultants	49134	Sea Haven Phase 4 Rough Grading	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	5,412.00



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/17/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 100 - General Fund</b>										
Department <b>420 - Engineering</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6330.200 - Fee Agr Costs - Engineering</b>										
10171 - CSG Consultants	49135	Home 2 Suites by Hilton	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	1,188.00
							Account <b>6330.200 - Fee Agr Costs - Engineering</b> Totals	Invoice Transactions	10	\$28,435.50
							Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions	12	\$30,970.50
							Division <b>000 - Non-Div</b> Totals	Invoice Transactions	12	\$30,970.50
							Department <b>420 - Engineering</b> Totals	Invoice Transactions	12	\$30,970.50
Department <b>430 - Building Inspection</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6300.070 - Prof Svc Building Plan Check &amp; Inspection</b>										
10171 - CSG Consultants	49123	Sea Haven Phase 3 Map/Plan Review	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	4,816.50
10171 - CSG Consultants	49130	Sea Haven Phase 4 Map/Plan Review	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	7,229.00
							Account <b>6300.070 - Prof Svc Building Plan Check &amp; Inspection</b> Totals	Invoice Transactions	2	\$12,045.50
Account <b>6300.100 - Prof Svc Code Enforcement</b>										
11477 - Cheryl Kent - DBA Fastrac	2023-10	Code Enforcement Investigations	Paid by Check # 101792		01/26/2023	02/10/2023	02/10/2023		02/17/2023	1,400.00
11477 - Cheryl Kent - DBA Fastrac	2023-15	Code Enforcement Investigations	Paid by Check # 101792		02/09/2023	02/10/2023	02/10/2023		02/17/2023	1,120.00
							Account <b>6300.100 - Prof Svc Code Enforcement</b> Totals	Invoice Transactions	2	\$2,520.00
Account <b>6300.570 - Prof Svc Other</b>										
10171 - CSG Consultants	49124	Sea Haven Phase 3A Inspection	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	528.00
10171 - CSG Consultants	48129	Sea Haven Inspection Phase 3B	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	2,112.00
							Account <b>6300.570 - Prof Svc Other</b> Totals	Invoice Transactions	2	\$2,640.00
							Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions	6	\$17,205.50
							Division <b>000 - Non-Div</b> Totals	Invoice Transactions	6	\$17,205.50
							Department <b>430 - Building Inspection</b> Totals	Invoice Transactions	6	\$17,205.50
							Fund <b>100 - General Fund</b> Totals	Invoice Transactions	70	\$120,826.99



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/17/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 220 - Gas Tax</b>										
Department <b>000 - Non-Dept</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6380.300 - Utilities Gas &amp; Electric</b>										
10463 - Pacific Gas & Electric	January 23 313	PG&E 6793435313-6	Paid by Check		01/26/2023	02/14/2023	02/14/2023		02/17/2023	692.57
	-6		# 101786							
10463 - Pacific Gas & Electric	Feb 2023 720-0	PG&E - 0167505720-0	Paid by Check		02/09/2023	02/15/2023	02/15/2023		02/17/2023	1,056.09
			# 101786							
10463 - Pacific Gas & Electric	Feb 2023 085-2	PG&E - 5434906085-2	Paid by Check		02/09/2023	02/15/2023	02/15/2023		02/17/2023	102.83
			# 101786							
10463 - Pacific Gas & Electric	Feb 2023 148-6	PG&E - 5593414148-6	Paid by Check		02/08/2023	02/15/2023	02/15/2023		02/17/2023	229.21
			# 101786							
10463 - Pacific Gas & Electric	Feb 2023 943-2	PG&E - 6150212943-2	Paid by Check		02/08/2023	02/15/2023	02/15/2023		02/17/2023	71.92
			# 101786							
10463 - Pacific Gas & Electric	Feb 2023 202-3	PG&E - 6594070202-3	Paid by Check		02/09/2023	02/15/2023	02/15/2023		02/17/2023	101.53
			# 101786							
10463 - Pacific Gas & Electric	Feb 2023 582-7	PG&E - 8161432582-7	Paid by Check		02/15/2023	02/15/2023	02/15/2023		02/17/2023	135.50
			# 101786							
10463 - Pacific Gas & Electric	Feb 2023 353-7	PG&E - 9930567353-7	Paid by Check		02/08/2023	02/15/2023	02/15/2023		02/17/2023	98.69
			# 101786							
							Account <b>6380.300 - Utilities Gas &amp; Electric</b> Totals		Invoice Transactions 8	<u>\$2,488.34</u>
Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>										
10233 - Fastenal Company	CASAL 157725	Shop Supply	Paid by EFT #		02/09/2023	02/14/2023	02/14/2023		02/17/2023	668.88
			2984							
10416 - Monterey County Petroleum-Sturdy Oil Co.	30980A-IN	Clear Diesel	Paid by Check		02/09/2023	02/14/2023	02/14/2023		02/17/2023	440.69
			# 101780							
							Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals		Invoice Transactions 2	<u>\$1,109.57</u>
Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b>										
10540 - Sierra Springs & Alhambra	9696351	2660 5th Ave	Paid by Check		02/11/2023	02/09/2023	02/09/2023		02/17/2023	54.95
	021123		# 101790							
10540 - Sierra Springs & Alhambra	9696351	2660 5th Ave	Paid by Check		01/14/2023	02/09/2023	02/09/2023		02/17/2023	35.47
	011423		# 101790							
10540 - Sierra Springs & Alhambra	14225799	209 Cypress Ave	Paid by Check		02/13/2023	02/14/2023	02/14/2023		02/17/2023	68.95
	021323		# 101790							
							Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b> Totals		Invoice Transactions 3	<u>\$159.37</u>
Account <b>6400.750 - Material &amp; Suppl Street Material (non-capitalize)</b>										
10261 - Graniterock/Pavex Construction	2070440	Granitepatch	Paid by Check		01/14/2023	02/08/2023	02/08/2023		02/17/2023	2,361.18
			# 101776							
10261 - Graniterock/Pavex Construction	2073892	Salinas Building Material	Paid by Check		02/04/2023	02/10/2023	02/09/2023		02/17/2023	1,652.82
			# 101776							
							Account <b>6400.750 - Material &amp; Suppl Street Material (non-capitalize)</b> Totals		Invoice Transactions 2	<u>\$4,014.00</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/17/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 220 - Gas Tax</b>										
Department <b>000 - Non-Dept</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6400.780 - Material &amp; Suppl Traffic Signal</b>										
10101 - California Department of Transportation	SL230515	Signals & Lighting October 2022 through December 2022	Paid by Check # 101770		01/31/2023	02/09/2023	02/09/2023		02/17/2023	397.20
							Account <b>6400.780 - Material &amp; Suppl Traffic Signal</b> Totals	Invoice Transactions	1	<u>\$397.20</u>
Account <b>6400.800 - Material &amp; Suppl Uniform</b>										
10043 - Aramark Uniform Service	5110165650	Shop Supplies	Paid by Check # 101767		02/08/2023	02/08/2023	02/08/2023		02/17/2023	62.36
							Account <b>6400.800 - Material &amp; Suppl Uniform</b> Totals	Invoice Transactions	1	<u>\$62.36</u>
							Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions	17	<u>\$8,230.84</u>
							Division <b>000 - Non-Div</b> Totals	Invoice Transactions	17	<u>\$8,230.84</u>
							Department <b>000 - Non-Dept</b> Totals	Invoice Transactions	17	<u>\$8,230.84</u>
							Fund <b>220 - Gas Tax</b> Totals	Invoice Transactions	17	<u>\$8,230.84</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/17/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>225 - National Park Service</b>										
Department <b>000 - Non-Dept</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6380.500 - Utilities Water &amp; Sewer</b>										
10432 - Monterey One Water - former MRWPCA	13-000183 013123	4th Ave Dy Dr	Paid by Check # 101781		01/31/2023	02/06/2023	02/06/2023		02/17/2023	287.40
							Account <b>6380.500 - Utilities Water &amp; Sewer</b> Totals	Invoice Transactions	1	<u>\$287.40</u>
							Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions	1	<u>\$287.40</u>
							Division <b>000 - Non-Div</b> Totals	Invoice Transactions	1	<u>\$287.40</u>
							Department <b>000 - Non-Dept</b> Totals	Invoice Transactions	1	<u>\$287.40</u>
							Fund <b>225 - National Park Service</b> Totals	Invoice Transactions	1	<u>\$287.40</u>





# Accounts Payable by G/L Distribution Report

Payment Date Range 02/17/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>232 - Seabreeze AD</b>										
Department <b>000 - Non-Dept</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6300.180 - Prof Svc Eng Svc- Rev Funded Inspection</b>										
10171 - CSG Consultants	49112	Seabreeze		Paid by EFT # 2982	02/10/2023	02/09/2023	02/09/2023		02/17/2023	169.00
							Account <b>6300.180 - Prof Svc Eng Svc- Rev Funded Inspection</b> Totals	Invoice Transactions	1	<u>\$169.00</u>
							Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions	1	<u>\$169.00</u>
							Division <b>000 - Non-Div</b> Totals	Invoice Transactions	1	<u>\$169.00</u>
							Department <b>000 - Non-Dept</b> Totals	Invoice Transactions	1	<u>\$169.00</u>
							Fund <b>232 - Seabreeze AD</b> Totals	Invoice Transactions	1	<u>\$169.00</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/17/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>233 - Monterey Bay Estates AD</b>										
Department <b>000 - Non-Dept</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6380.300 - Utilities Gas &amp; Electric</b>										
10463 - Pacific Gas & Electric	January 23 313 -6	PG&E 6793435313-6	Paid by Check # 101786		01/26/2023	02/14/2023	02/14/2023		02/17/2023	10.05
							Account <b>6380.300 - Utilities Gas &amp; Electric</b> Totals	Invoice Transactions	1	<u>\$10.05</u>
							Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions	1	<u>\$10.05</u>
							Division <b>000 - Non-Div</b> Totals	Invoice Transactions	1	<u>\$10.05</u>
							Department <b>000 - Non-Dept</b> Totals	Invoice Transactions	1	<u>\$10.05</u>
							Fund <b>233 - Monterey Bay Estates AD</b> Totals	Invoice Transactions	1	<u>\$10.05</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/17/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund <b>235 - Cypress Cove II AD</b>											
Department <b>000 - Non-Dept</b>											
Division <b>000 - Non-Div</b>											
Sub-Division <b>00 - Non-Subdiv</b>											
Account <b>6300.180 - Prof Svc Eng Svc- Rev Funded Inspection</b>											
10171 - CSG Consultants	49113	Cypress Cove II	Paid by EFT # 2982		02/10/2023	02/09/2023	02/09/2023		02/17/2023	507.00	
									Account <b>6300.180 - Prof Svc Eng Svc- Rev Funded Inspection</b> Totals	Invoice Transactions 1	<u>\$507.00</u>
Account <b>6380.300 - Utilities Gas &amp; Electric</b>											
10463 - Pacific Gas & Electric	January 23 313 -6	PG&E 6793435313-6	Paid by Check # 101786		01/26/2023	02/14/2023	02/14/2023		02/17/2023	9.85	
									Account <b>6380.300 - Utilities Gas &amp; Electric</b> Totals	Invoice Transactions 1	<u>\$9.85</u>
									Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions 2	<u>\$516.85</u>
									Division <b>000 - Non-Div</b> Totals	Invoice Transactions 2	<u>\$516.85</u>
									Department <b>000 - Non-Dept</b> Totals	Invoice Transactions 2	<u>\$516.85</u>
									Fund <b>235 - Cypress Cove II AD</b> Totals	Invoice Transactions 2	<u>\$516.85</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/17/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>422 - Capital Projects - Measure X</b>										
Department <b>000 - Non-Dept</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6300.570 - Prof Svc Other</b>										
10171 - CSG Consultants	49114	Annual Street Resurfacing		Paid by EFT # 2982	02/14/2023	02/14/2023	02/14/2023		02/17/2023	1,056.00
							Account <b>6300.570 - Prof Svc Other</b> Totals	Invoice Transactions	1	<u>\$1,056.00</u>
							Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions	1	<u>\$1,056.00</u>
							Division <b>000 - Non-Div</b> Totals	Invoice Transactions	1	<u>\$1,056.00</u>
							Department <b>000 - Non-Dept</b> Totals	Invoice Transactions	1	<u>\$1,056.00</u>
							Fund <b>422 - Capital Projects - Measure X</b> Totals	Invoice Transactions	1	<u>\$1,056.00</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/17/23 - 02/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 462 - City Capital Projects</b>											
Department <b>000 - Non-Dept</b>											
Division <b>000 - Non-Div</b>											
Sub-Division <b>00 - Non-Subdiv</b>											
Account <b>6300.185 - Prof Svc Engineering Svs-Staff Augment</b>											
10171 - CSG Consultants	49116	CIP Admin	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	169.00	
									Account <b>6300.185 - Prof Svc Engineering Svs-Staff Augment</b> Totals	Invoice Transactions 1	<u>\$169.00</u>
Account <b>6300.570 - Prof Svc Other</b>											
11802 - Baker Tilly US, LLP	BT2309207	Analysis of Equestrian Boarding 2023	Paid by Check # 101769		02/07/2023	02/08/2023	02/08/2023		02/17/2023	2,556.16	
10171 - CSG Consultants	49115	Imjin Widening	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	8,957.00	
10171 - CSG Consultants	49117	PFIF Update	Paid by EFT # 2982		02/10/2023	02/14/2023	02/14/2023		02/17/2023	338.00	
10268 - Harris & Associates	56072	Imjin Parkway Improvement Plan	Paid by Check # 101777		02/01/2023	02/06/2023	02/06/2023		02/17/2023	9,721.06	
10268 - Harris & Associates	54946	Imjin Parkway Improvement Plan	Paid by Check # 101777		11/08/2022	02/06/2023	02/06/2023		02/17/2023	3,435.39	
									Account <b>6300.570 - Prof Svc Other</b> Totals	Invoice Transactions 5	<u>\$25,007.61</u>
									Sub-Division <b>00 - Non-Subdiv</b> Totals	Invoice Transactions 6	<u>\$25,176.61</u>
									Division <b>000 - Non-Div</b> Totals	Invoice Transactions 6	<u>\$25,176.61</u>
									Department <b>000 - Non-Dept</b> Totals	Invoice Transactions 6	<u>\$25,176.61</u>
									Fund <b>462 - City Capital Projects</b> Totals	Invoice Transactions 6	<u>\$25,176.61</u>
									Grand Totals	Invoice Transactions 99	<u>\$156,273.74</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 02/10/23 - 02/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>758 - Successor Agency Oblig Retirement</b>										
Department <b>000 - Non-Dept</b>										
Division <b>000 - Non-Div</b>										
Sub-Division <b>00 - Non-Subdiv</b>										
Account <b>6650.010 - ROPS #10-Financial, RE Advisory Svc</b>										
10315 - Keyser Marston Associates	0037558	Professional Services January 2023	Paid by Check # 104		02/06/2023	02/06/2023	02/06/2023		02/10/2023	4,940.00
Account <b>6650.010 - ROPS #10-Financial, RE Advisory Svc</b> Totals							Invoice Transactions	1		<u>\$4,940.00</u>
Sub-Division <b>00 - Non-Subdiv</b> Totals							Invoice Transactions	1		<u>\$4,940.00</u>
Division <b>000 - Non-Div</b> Totals							Invoice Transactions	1		<u>\$4,940.00</u>
Department <b>000 - Non-Dept</b> Totals							Invoice Transactions	1		<u>\$4,940.00</u>
Fund <b>758 - Successor Agency Oblig Retirement</b> Totals							Invoice Transactions	1		<u>\$4,940.00</u>
Grand Totals							Invoice Transactions	1		<u>\$4,940.00</u>



DRAFT

Agenda Item: **10b(1)**  
City Council Meeting of  
February 22, 2023

MINUTES

Tuesday, February 7, 2023


5:00 P.M. Closed Session  
6:30 P.M. Open Session

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

Council Chambers  
211 Hillcrest Avenue  
Marina, California

**Zoom Meeting URL: <https://zoom.us/j/730251556>**  
**Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556**

In accordance with California Government Code §54953(e)(1)(A) and (C) and the Proclamation of a State of Emergency issued by Governor Newsom on March 4, 2020, under the provisions of Government Code §8625 related to the COVID-19 (coronavirus) pandemic, consistent with recommendations by State and local health officials regarding social distancing and in order to prevent an imminent risk to the health and safety of attendees as determined in Resolution 2023-01, public participation in City of Marina City Council public meetings shall be electronic only and without a physical location for public participation until the earlier of May 31, 2023, or such time as the City Council may adopt a resolution in accordance with Government Code §54953(e)(3). This meeting is being broadcast “live” on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at <https://accessmediaproductions.org/>

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

MEMBERS PRESENT: Liesbeth Visscher, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Cristina Medina Dirksen, Mayor/Chair Bruce C. Delgado

3. PUBLIC COMMENT ON CLOSED SESSION:
4. CLOSED SESSION:
  - a. Conference with Legal Counsel, five (5) case of existing litigation pursuant to paragraph (1) of subdivision (d) of CA Govt. Code Section 54956.9:
    - (1) Appeal No. A-3-MRA-19-0034 by California American Water Company, et. al., to the California Coastal Commission over Denial by the City of Marina for a Coastal Development Permit for Construction of Slant Intake Wells for the

Monterey Peninsula Water Supply Project; (2) Appeal by the City of Marina and Marina Groundwater Sustainability Agency of Monterey County Superior Court Case No. 19CV005270, City of Marina and Marina Groundwater Sustainability Agency v. County of Monterey; Monterey County Board of Supervisors; County of Monterey Groundwater Sustainability Agency; California Department of Water Resources (DWR); and Director Karla Nemeth in her official capacity; (3) City of Marina v. RMC Lonestar, RMC Pacific Materials LLC, California-American Water Company, Marina Coast Water District, and Monterey County Water Resources Agency, Monterey County Superior Court Case No. 20CV001387; (4) California-American Water Company v. All Persons Interested in the Validity of the City of Marina Groundwater Sustainability Agency's Sustainability Plan for the Marina GSA Area of the 180-/400-foot Aquifer Subbasin; City of Marina; City of Marina Groundwater Sustainability Agency and does 1-50; and (5) City of Marina, et al. v. All Persons Interested in the Validity of the Monterey County Groundwater Sustainability Plan, Monterey County Superior Court Case No. 21CV000493.

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

Mayor Delgado reported out Closed Session: Council received information from its Special Legal Counsel, Skip Spaulding, discussion took place and no action was taken.

5. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
6. SPECIAL PRESENTATIONS:
  - a. Wreaths Across America Mobile Education Exhibit Proclamation.
7. COUNCIL AND STAFF ANNOUNCEMENTS:
  - Brian McMinn – looking for volunteers to help with the odor study. Go to the [www.cityofmarina.org](http://www.cityofmarina.org) and hit in the news, scroll down to the order attribution study, and click on that. People can email to [odorstudy@cityofmarina.org](mailto:odorstudy@cityofmarina.org) with your name, phone and email address to be considered. Study to take place near the end of February.
  - Council Member Biala – Attended the New Mayor/City Council Academy in southern California had done some networking. Spoke about Marina being a small community and the challenges being more that normal politicians. Reminded the citizens that her personal goal has always been to have good relations in this community. Noted council members are tasked to make decisions on every item on the agenda but in doing so faced with being criticized not only the issues, but criticizes being morally lacking or not caring or abandoning previous values, or not worthy to represent people; and if the public's assumptions is that when council members don't vote in the way that they think they should, then it's okay for people to be disrespectful towards essentially a non-paid volunteer who's just a regular marina citizen just like them.
  - Mayor Pro Tem Medina Dirksen – Attended the League of California's 2023 New Mayor/City Council Academy, it was a good experience learning from others and networking. Announced it was Black History month and noted that Lavisha Franklin is putting on a Queen's Council movie titled Aftershock on Friday at the Marina Library. Announced that Dad's Read will take place at the Marina Library this Saturday with the food bank giving out food.



- Council Member Visscher – Also attended the League of California’s 2023 New Mayor/City Council Academy. Echo’s Council Member Biala’s comments. Announced that MST will be hosting public community meetings on the Surf Busway/Surf-line/Rapid Bus-Transit on February 13<sup>th</sup> at the Marina Library at 5:00pm and on February 14<sup>th</sup> & 15<sup>th</sup> at the Boys and Gils Club in Seaside.
- Mayor Delgado – Spoke about the big discussion going on amongst Marina residents regarding the cardroom ordinance. Thanked the many volunteers that continue to help out with the clean-ups and the planting of native plant at the future Hilltop Park. Next planting event is on March 4<sup>th</sup> at 1:00pm.

8. **PUBLIC COMMENT:** *Any member of the public may comment on any matter within the City Council’s jurisdiction that is not on the agenda. This is the appropriate place to comment on items on the Consent Agenda. Action will not be taken on items not on the agenda. Comments are limited to a maximum of three (3) minutes. General public comment may be limited to thirty (30) minutes and/or continued to the end of the agenda. 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. Whenever possible, written correspondence should be submitted to the Council in advance of the meeting, to provide adequate time for its consideration.*

- Cathy Imamura – Thanked council for delaying the Wreaths Across America Mobile Education Exhibit presentation, still awaiting final approval from Dunes Shopping Center. Spoke about the purpose of the Wreath Across America Mobile Education Exhibit and what it means to many veterans.
- Nancy Amadeo – Commented about the Dolphin project created by Candy Myers-Owen where dolphins have been placed around Marina. Wanted to inform everyone that there is one more dolphin that needs to be placed and believes it was to be placed at the round-a-bout at Imjin Parkway and Preston Drive. Believes the cost for this project was \$10,0000 and Marina In Motion has currently received \$6,230 in donations to help bring the final placement a reality. If you would like to donate leave a message on the Facebook page, or you can email [marinainmotion@gmail.com](mailto:marinainmotion@gmail.com) a form will be sent and you fill out and mail in to our post office box address on the form.

9. **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 and non-controversial. 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 City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, the Council may remove an item from the Consent Agenda for individual consideration. If an item is pulled for discussion, it will be placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

10. **CONSENT AGENDA:** *These items are considered to be routine and non-controversial. All items under the Consent Agenda may be approved by one motion. Prior to such a motion being made, any member of City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, Council may remove the item from the Consent Agenda and it will be placed at the end of Other Action Items.*

- a. ACCOUNTS PAYABLE: *(Not a Project under CEQA per Article 20, Section 15378)*
  - (1) Accounts Payable Check Numbers 101633-101723, totaling \$757,372.32.
- b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
  - (1) January 18, 2023, Regular City Council Meeting
- c. CLAIMS AGAINST THE CITY: None
- d. AWARD OF BID: None
- e. CALL FOR BIDS: None
- f. ADOPTION OF RESOLUTIONS: *(Not a Project under CEQA per Article 20, Section 15378)*
  - (1) Adopting **Resolution No. 2023-07**, regarding the Ralph M. Brown Act (California Government Code §§54950-54963, making certain findings; and authorizing the city to continue to implement remote teleconferenced public meetings of the City Council and its constituent bodies for the period February 19, 2023, through February 28, 2023.
  - (2) Adopting **Resolution No. 2023-08**, approving the salary range adjustment for Planning Manager.
  - (3) Adopting **Resolution No. 2023-09**, approving the allocation of \$165,000 for emergency fire sprinkler system repairs at 761 Neeson Road.
- g. APPROVAL OF AGREEMENTS:
  - (1) Adopting **Resolution No. 2023-10**, authorizing an interlocal contract for cooperative purchasing of goods and services with the BuyBoard.
- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
- i. MAPS: None
- j. REPORTS: (RECEIVE AND FILE): None
- k. FUNDING & BUDGET MATTERS: None
- l. APPROVE ORDINANCES (WAIVE SECOND READING):
  - (1) Read by Title Only and adopting **Ordinance No. 2023-01**, amending Chapter 17, Article 4, of the Marina Municipal Code by adding a new Section 17.48.130 “Affordable Housing Overlay” and amending Section 2.28 of the Marina General Plan.
- m. APPROVE APPOINTMENTS: *(Not a Project under CEQA per Article 20, Section 15378)*
  - (1) Adopting **Resolution No. 2023-11**, approving the appointment four people to the Tree Committee.

Mayor Pro Tem Medina Dirksen, 10b(1) correction to page two of the minutes to reflect “handcar.com”

**BIALA/MCCARTHY: TO APPROVE THE CONSENT AGENDA WITH NOTED CORRECTIONS TO 10b(1). 5-0-0-0 Motion Passes by Roll Call Vote**

11. **PUBLIC HEARINGS:** *In the Council’s discretion, the applicant/proponent of an item may be given up to ten (10) minutes to speak. All other persons may be given up to three (3) minutes to speak on the matter.*
  - a. Open a public hearing and consider amending Title 17 (Zoning Ordinance) of the Marina Municipal Code and add Section 2.37.1 to the General Plan in response to Senate Bill 478. This state law encourages the adoption of policies that support missing middle housing projects. *The proposed amendments are exempt from CEQA per Section 15061(b)(3) of the CEQA Guidelines. Continued from January 18, 2023.*

Mayor opened the public hearing for comments:

- Tommy Bolea – Commented that it would be nice to have a little balance of smaller guys, or local people that could try to keep Marina sustainable through smaller development vs. larger developments coming in and change in our landscape. Asked about low-income requirements and the percentage of low-income housing.

**DELGADO/BIALA: THAT WE APPROVED THE FIRST READING OF ORDINANCE NO. 2023-, AMENDING TITLE 17 (ZONING ORDINANCE) OF THE MARINA MUNICIPAL CODE AND ADD SECTION 2.37.1 TO THE GENERAL PLAN IN RESPONSE TO SENATE BILL 478. THIS STATE LAW ENCOURAGES THE ADOPTION OF POLICIES THAT SUPPORT MISSING MIDDLE HOUSING PROJECTS. 5-0-0-0 Motion Passes by Roll Call Vote**

- b. Open a public hearing, take public testimony, and consider adopting an Ordinance amending Section 17.46 (Signs) of the Marina Municipal Code. *The proposed amendments are exempt from CEQA per section 15061(b)(3). This item to be continued to March 7, 2023.*
12. **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. Members of the public may be given up to three (3) minutes to speak.*
  - a. Adopting **Resolution No. 2023-01 (SA-MRA)**, taking the final actions required to issue tax increment bonds for the Dunes on Monterey Bay project, including approving the form and authorizing distribution of two preliminary official statements in connection with the offering and sale of two series of tax allocation bonds by the Successor Agency to make payments on an enforceable obligation, and approving related documents and actions.

Public Comments: None received.

**MEDINA DIRKSEN/VISSCHER: THAT WE TAKING THE FINAL ACTIONS REQUIRED TO ISSUE TAX INCREMENT BONDS FOR THE DUNES ON MONTEREY BAY PROJECT, INCLUDING APPROVING THE FORM AND AUTHORIZING DISTRIBUTION OF TWO PRELIMINARY OFFICIAL STATEMENTS IN CONNECTION WITH THE OFFERING AND SALE OF TWO SERIES OF TAX ALLOCATION BONDS BY THE SUCCESSOR AGENCY TO MAKE PAYMENTS ON AN ENFORCEABLE OBLIGATION AND APPROVING RELATED DOCUMENTS AND ACTIONS. 5-0-0-0 Motion Passes by Roll Call Vote**

13. **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. Members of the public may be given up to three (3) minutes to speak.*

*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. Read by Title Only and adopting Ordinance No. 2023-, amending Marina Municipal Code (MMC) Chapter 5.32 (Cardrooms) to modify the criteria for the transfer of cardroom permits pursuant to MMC 5.32.090 and to amend MMC Sections 5.32.102 to remove the moratorium on new cardroom permits and 5.32.106 to clarify no more than two cardroom permits. *The proposed amendments are exempt from environmental review per Section 15060(c)(2) of the CEQA Guidelines.*

The following persons spoke in opposition of this item: Denise Turley, Hans Ongchua, John Snivley, Mia Nguyen, Jeff Marham, Nancy Amadeo, Margaret Davis, Scott Clegg, Grace Silva-Santella, Mike Moeller, John & Linda Sanders, Greg Furey, Tommy Bolea, Margaret-Ann Coppernoll, Mike Kennedy, Karen Andersen, Skip Kadish, Nancy Fortman

Frank Calamia, Marina Club opposes this change but would like help is changing the code to allow him to make more improvement to his building beyond the 25% as stated in the Code.

The following person spoke in favor of this item: John Park

Biala/Visscher: to deny the proposed change ordinance, and direct the staff to come back to council to look at 3 issues: (1) the possibility of identifying another card room location or locations in the city to establish permitted zoning uses for new or existing card room properties which you'll remove that current nonconforming land, use zoning for the current properties; (2) streamline the permit, transfer provisions in the current ordinance; and (3) changing the number of tables per permit, from 10 to some number under 20.

Restated Motion by Council Member Biala: to deny the proposed changed ordinance and direct staff to come back to council to look at 3 issues: (1) the possibility of identifying other cardroom locations in the city to establish permitted zoning uses for a new or existing card room property; (2) to streamline the permit transfer provisions in the current ordinance; and (3) changing the number of tables per permit from 10 to 15

Council Member McCarthy requested a friendly amendment: that we involve the public to a great extent, in the same way that we do for other issues, you know, proactively reach out on this issue; and discuss nonconforming uses in general.

Council Member Biala accepted that friendly amendment of saying that it involves a study session/ public meeting, on these issues.

### **Final Motion**

**BIALA/VISSCHER: TO DENY THE PROPOSED CHANGED ORDINANCE AND TO DIRECT STAFF TO (1) THE POSSIBILITY OF IDENTIFYING OTHER CARDROOM LOCATIONS IN THE CITY TO ESTABLISH PERMITTED ZONING USES FOR A NEW OR EXISTING CARD ROOM PROPERTY; (2) TO STREAMLINE THE PERMIT TRANSFER PROVISIONS IN THE CURRENT ORDINANCE; AND (3) CHANGING THE NUMBER OF TABLES PER PERMIT FROM 10 TO 15; (4) INVOLVES A STUDY SESSION/PUBLIC MEETING ON THE ISSUES; AND (5) DISCUSS NONCONFORMING USES IN GENERAL. 5-0-0-0 Motion Passes by Roll Call Vote**

- b. Adopting Resolution No. 2023-, consider modifications to remove the required façade improvements and grant an extension of the site improvements in City Council Resolution No. 2020-65 to January 3, 2024, for the combined medical/adult cannabis dispensary use at 3100 Del Monte Boulevard (APN 032-192-018-000); *This project is exempt from CEQA per Article 19, Section 15301 (existing facilities). Continued from November 15 and December 6, 2022 – Continued to February 22, 2023*
- c. Consider public meeting format after February 28, 2023; and provide direction to staff. *Continued to February 22, 2023*

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

- a. Monterey County Mayor’s Association [Mayor Bruce Delgado]
- b. Council reports on meetings and conferences attended (Gov’t Code Section 53232).

15. ADJOURNMENT: The meeting adjourned at 10:23 PM

\_\_\_\_\_  
Anita Sharp, Deputy City Clerk

ATTEST:

\_\_\_\_\_  
Bruce C. Delgado, Mayor

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of February 22, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,  
ORDERING THE CITY ENGINEER TO PREPARE AND TO FILE A  
REPORT RELATED TO MAINTENANCE OF THE CYPRESS COVE II  
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL  
YEAR 2023-2024**

**REQUEST:**

It is requested that the City Council consider:

1. Adopting Resolution No. 2023-, ordering the City Engineer to prepare and to file a report related to maintenance of the Cypress Cove II Landscape Maintenance Assessment District for Fiscal Year 2023-2024

**BACKGROUND:**

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

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

This first step in the annual update process is for the City Council to initiate the process by adopting a resolution ordering the City Engineer to prepare and file an Engineer's Report for the District.

**ANALYSIS:**

Funds must be provided to enable the district to continue operation during the 2023-2024 Fiscal Year. The Cypress Cove II Landscape Maintenance Assessment District encompasses 110 lots, a percolation basin (Lot 112) and an emergency access road (Lot 111) as illustrated on Exhibit "A" Map.

After initiation of the update process and preparation of the update report, the City Council will be requested to adopt a resolution of intention to set a Public Hearing. Lastly, a Public Hearing will be held at a subsequent City Council meeting where the Assessment District is approved and confirmed, resulting in the adoption of a resolution confirming the levy of assessment pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California.

**FISCAL IMPACT:**

For Fiscal Year 2022-2023, a total budget of \$2,000 has been approved for the assessment engineering services needed for the Cypress Cove II Landscape Maintenance Assessment District.

**CONCLUSION:**

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

Respectfully submitted,

---

Edrie Delos Santos, PE  
Department of Public Works  
City of Marina

**REVIEWED/CONCUR:**

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

---

Layne P. Long  
City Manager  
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA  
ORDERING THE CITY ENGINEER TO PREPARE AND TO FILE A REPORT  
RELATED TO MAINTENANCE OF THE CYPRESS COVE II LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2023-2024

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby order the City Engineer to prepare and to file a report related to maintenance of the Cypress Cove II Landscape Maintenance Assessment District for Fiscal Year 2023-2024 in accordance with the provisions of the Landscaping and Lighting Act of 1972 (Pursuant to §22622 of the California Streets and Highway Code).

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 22<sup>nd</sup> day of February 2023, by the following vote:

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

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Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk



# Boundary and Landscaped Area Map

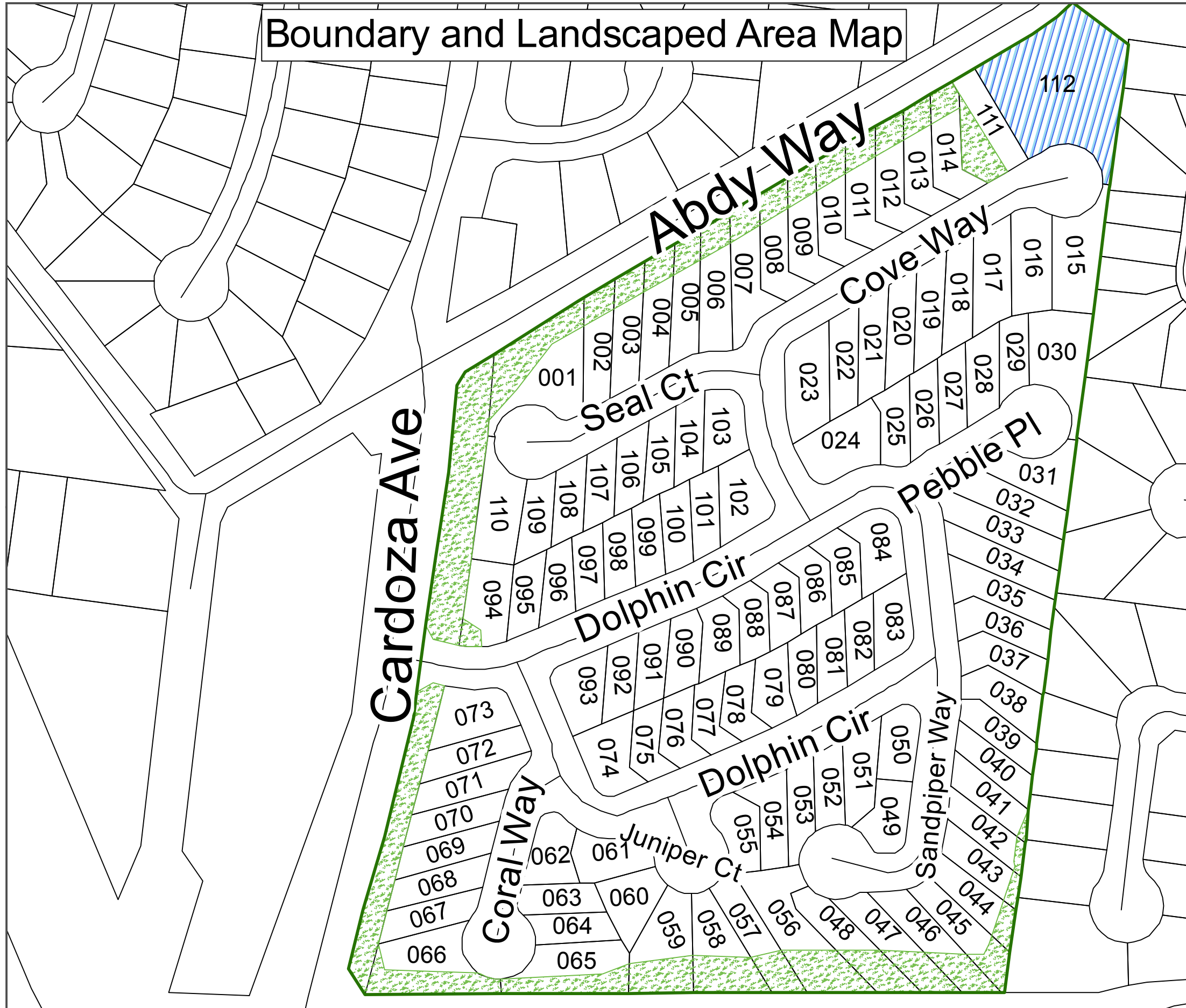
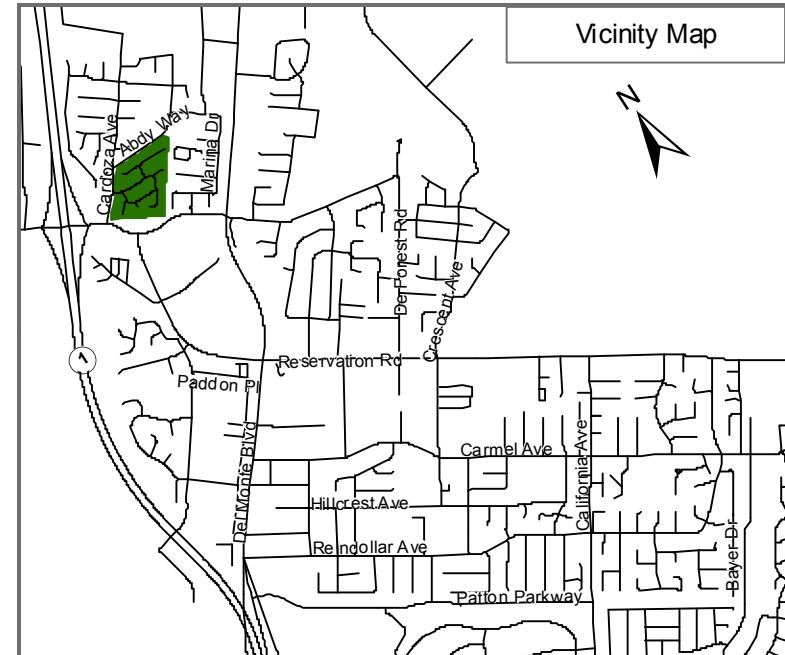


EXHIBIT A  
**Cypress Cove II**  
 Landscape Maintenance District



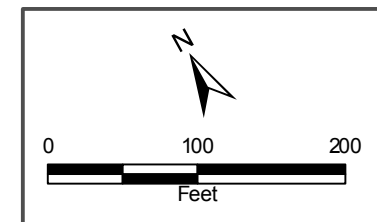
**Legend**

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

Date: April 15th, 2009

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

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



Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of February 22, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,  
ORDERING THE CITY ENGINEER TO PREPARE AND TO FILE A  
REPORT RELATED TO MAINTENANCE OF THE SEABREEZE  
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL  
YEAR 2023-2024**

**REQUEST:**

It is requested that the City Council consider:

1. Adopting Resolution No. 2023-, ordering the City Engineer to prepare and to file a report related to maintenance of the Seabreeze Landscape Maintenance Assessment District for Fiscal Year 2023-2024

**BACKGROUND:**

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

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

This first step in the annual update process is for the City Council to initiate the process by adopting a resolution ordering the City Engineer to prepare and file an Engineer's Report for the District.

**ANALYSIS:**

Funds must be provided to enable the district to continue operation during the 2023-2024 Fiscal Year. The Seabreeze Landscape Maintenance Assessment District encompasses 37 lots and a percolation lot (Lot 38) as illustrated on Exhibit "A" Map.

After the initiation of the update process and preparation of the update report, the City Council will be requested to adopt a resolution of intention to set a Public Hearing. Lastly, a Public Hearing will be held at a subsequent City Council meeting where the Assessment District is approved and confirmed, resulting in the adoption of a resolution confirming the levy of assessment pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California.

**FISCAL IMPACT:**

For Fiscal Year 2022-2023, a total budget of \$1,500 has been approved for the assessment engineering services needed for the Seabreeze Landscape Maintenance Assessment District.

**CONCLUSION:**

This request is submitted for City Council's approval.

Respectfully submitted,

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Edrie Delos Santos, PE  
Department of Public Works  
City of Marina

**REVIEWED/CONCUR:**

---

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

---

Layne P. Long  
City Manager  
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA  
ORDERING THE CITY ENGINEER TO PREPARE AND TO FILE A REPORT  
RELATED TO MAINTENANCE OF THE SEABREEZE LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2023-2024

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marina that the City Council does order the City Engineer to prepare and to file a report related to maintenance of the Seabreeze Landscape Maintenance Assessment District for Fiscal Year 2023-2024 in accordance with the provisions of the Landscaping and Lighting Act of 1972 (Pursuant to §22622 of the California Streets and Highway Code).

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 22<sup>nd</sup> day of February 2023, by the following vote:

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

---

Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk

# Boundary and Landscaped Area Map

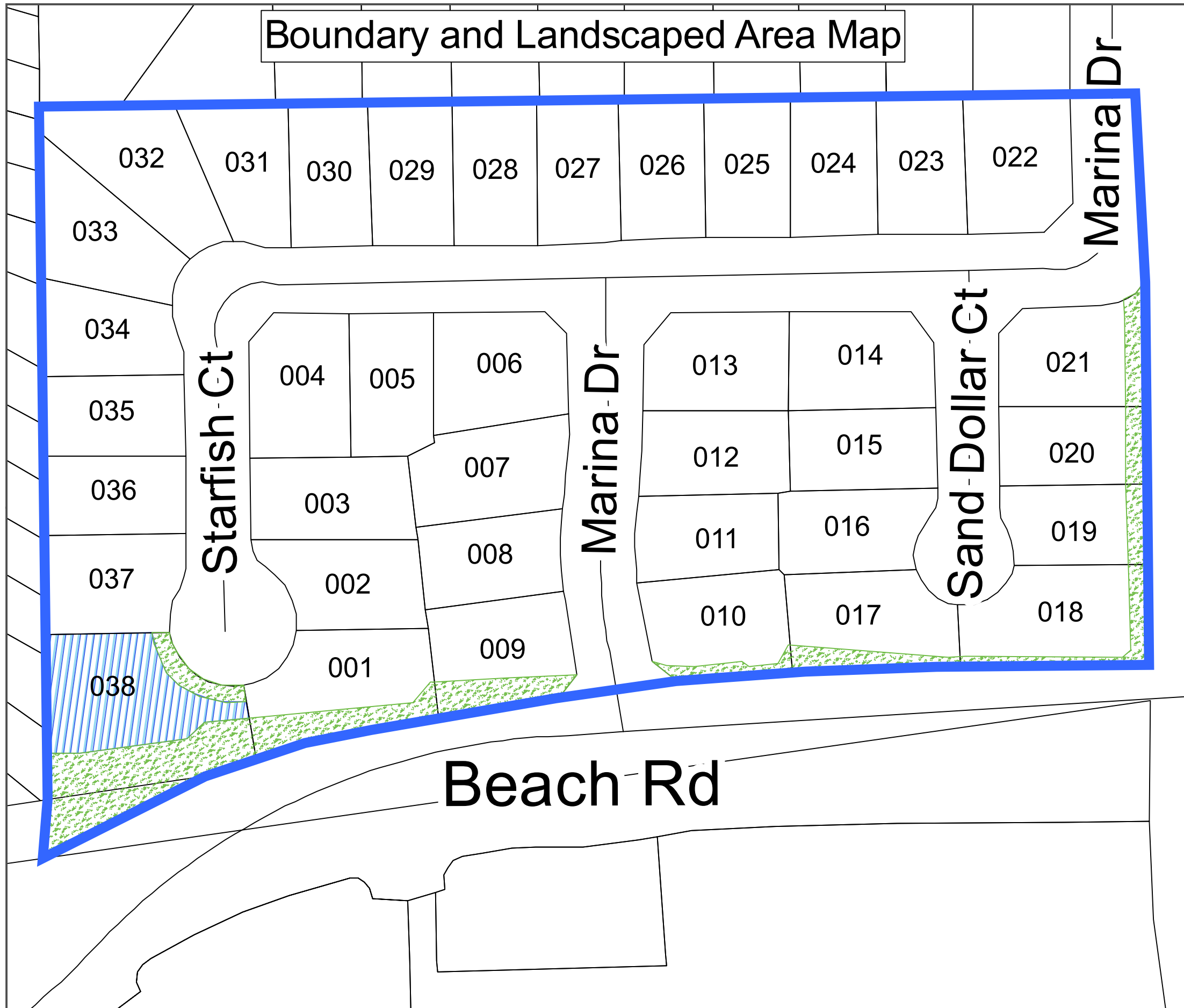
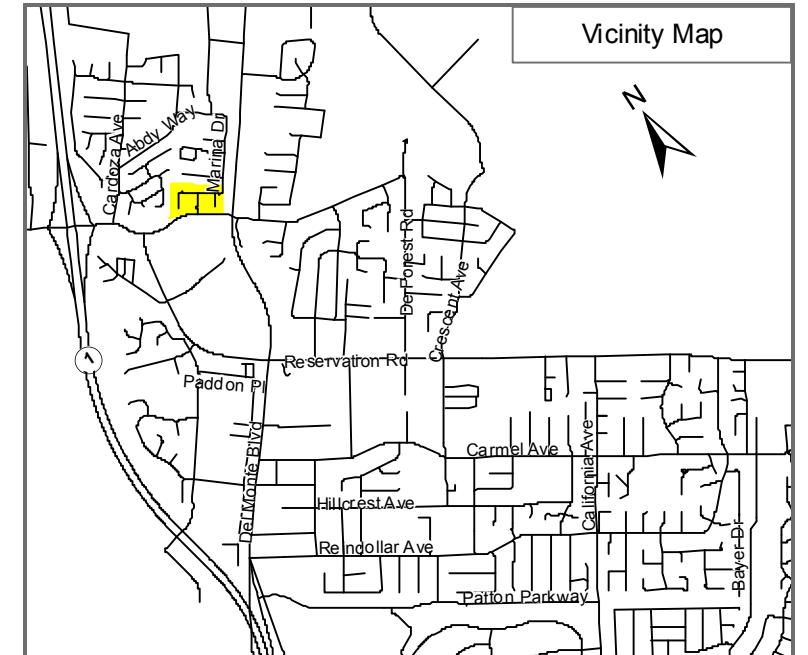


EXHIBIT A  
Seabreeze  
Landscape Maintenance District

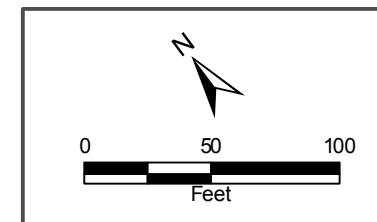


- Legend**
- Boundary
  - Landscaped Area  
**20,470 SQ FT**
  - Parcels
  - Percolation Lot
  - Roads

Date: April 15th, 2009

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

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



Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of February 22, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,  
ORDERING THE CITY ENGINEER TO PREPARE AND TO FILE A  
REPORT RELATED TO MAINTENANCE OF THE MONTEREY BAY  
ESTATES LIGHTING AND LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICT FOR FISCAL YEAR 2023-2024**

**REQUEST:**

It is requested that the City Council consider:

1. Adopting Resolution No. 2023-, ordering the City Engineer to prepare and to file a report related to maintenance of the Monterey Bay Estates Lighting and Landscape Maintenance Assessment District for Fiscal Year 2023-2024

**BACKGROUND:**

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

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

This first step in the annual update process is for the City Council to initiate the process by adopting a resolution ordering the City Engineer to prepare and file an Engineer's Report for the District.

**ANALYSIS:**

Funds must be provided to enable the district to continue operation during the 2023-2024 Fiscal Year. The Monterey Bay Estates Lighting and Landscape Maintenance Assessment District encompasses 162 lots, a percolation lot parcel and a park parcel as illustrated on Exhibit "A" Map.

After the initiation of the update process and preparation of the update report, the City Council will be requested to adopt a resolution of intention to set a Public Hearing. Lastly, a Public Hearing will be held at a subsequent City Council meeting where the Assessment District is approved and confirmed, resulting in the adoption of a resolution confirming the levy of assessment pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California.

**FISCAL IMPACT:**

For Fiscal Year 2022-2023, a total budget of \$2,000 has been approved for the assessment engineering services needed for the Monterey Bay Estates Lighting and Landscape Maintenance Assessment District.

**CONCLUSION:**

This request is submitted for City Council's approval.

Respectfully submitted,

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Edrie Delos Santos, PE  
Department of Public Works  
City of Marina

**REVIEWED/CONCUR:**

---

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

---

Layne P. Long  
City Manager  
City of Marina



RESOLUTION NO. 2023-

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA  
ORDERING THE CITY ENGINEER TO PREPARE AND TO FILE A REPORT  
RELATED TO MAINTENANCE OF THE MONTEREY BAY ESTATES  
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT  
FOR FISCAL YEAR 2023-2024

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

WHEREAS the Landscaping and Lighting Act of 1972 requires an annual update report to be prepared which includes the costs to maintain the improvements of the Monterey Bay Estates Lighting and Landscape Maintenance Assessment District and what the proposed assessments will be to provide for that maintenance, and;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marina that the City Council does order the City Engineer to prepare and to file a report related to maintenance of the Monterey Bay Estates Lighting and Landscape Maintenance Assessment District for Fiscal Year 2023-2024 in accordance with the provisions of the Landscaping and Lighting Act of 1972 (Pursuant to §22622 of the California Streets and Highway Code).

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 22<sup>nd</sup> day of February 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

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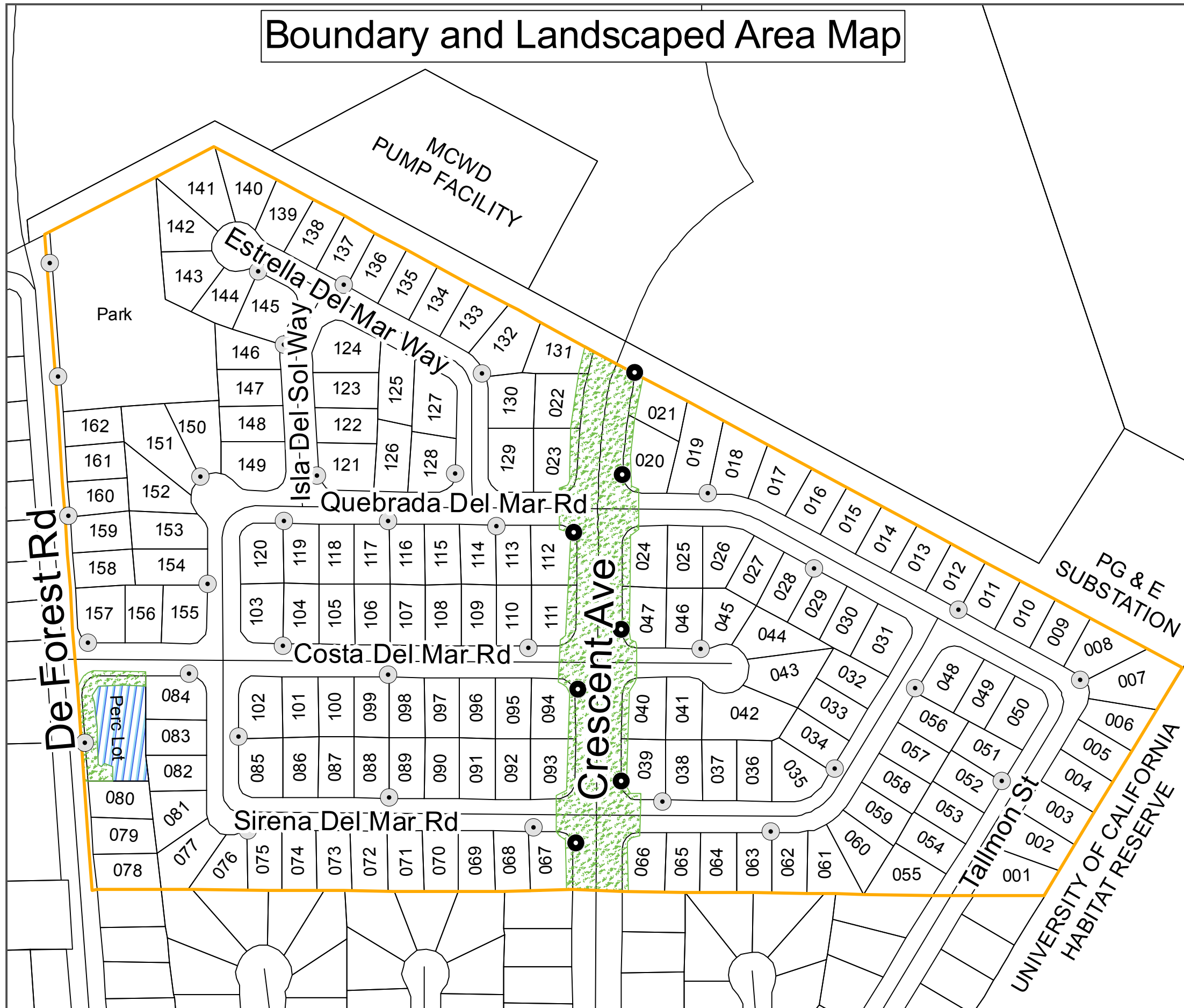
Bruce C. Delgado, Mayor

ATTEST:

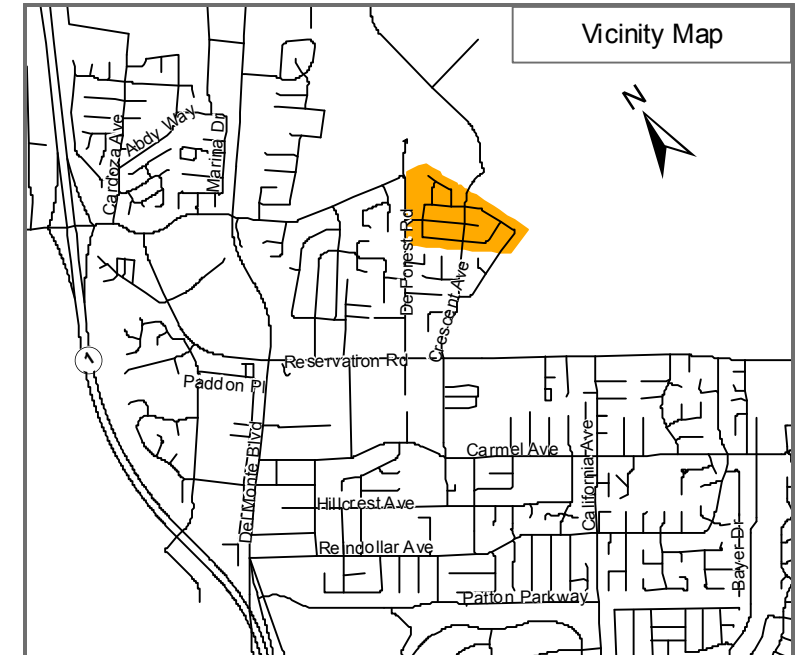
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Anita Sharp, Deputy City Clerk

# Boundary and Landscaped Area Map



## EXHIBIT A Monterey Bay Estates Lighting and Landscape Maintenance District



### Legend

- Monterey Bay Estates**
- Boundary
- Landscaped Area  
2.14 Acres
- Percolation Lot
- Roads
- Parcels

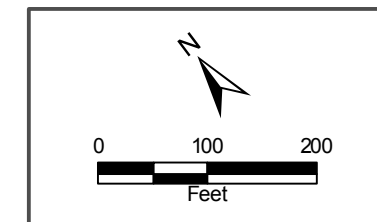
### Maintained Street Lights

- Total 34 - 100W
- Total 7 - 200W

Date: April 15th, 2009

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

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



February 15, 2023

Item No: **10g(1)**

Honorable Mayor and Members  
of the Marina City Council/Airport Commission

City Council Meeting  
of February 22, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,  
APPROVAL OF AN AGREEMENT FOR PROFESSIONAL RESTORATION &  
CLEANING SERVICES BETWEEN THE CITY OF MARINA AND ATI  
RESTORATION, LLC) FOR THE CITY OWNED BUILDING LOCATED AT  
3200 IMJIN ROAD (BUILDING 507)**

**REQUEST:**

It is requested that the City Council/Airport Commission consider:

1. Adopting Resolution No. 2023- , approving an Agreement for Professional Restoration & Cleaning Services between the City of Marina and ATI Restoration, LLC. for the City owned building located at 3200 Imjin Road (Building 507) at the Marina Municipal Airport; and
2. Authorizing Finance Director to make necessary accounting and budgetary entries; and
3. Authorizing City Manager/Airport Manager to execute the Agreement on behalf of the City, subject to final review and approval by City Attorney.

**BACKGROUND:**

The City leases the 62,000 square foot building located at 3200 Imjin Road to two tenants, Joby Aviation and CIRPAS (U.S. Naval Post Graduate School contractor). Joby has the northern half of the building and CIRPAS has the southern portion. On August 4, 2022, at approximately 5:00 a.m., an equipment fire occurred at the north end of the approximate 42,000 square foot hangar space. The fire was limited to a router machine that was running over night without personnel present. Based on the attached Marina Fire Department Report, the fire was believed to be caused by friction heat from the unattended operating router that ignited an excessive accumulation of dust particles on the material being cut. The fire was put out quickly, but smoke, soot and water damage resulted throughout the entire structure.

**ANALYSIS:**

Joby Aviation is provided insurance by the Hartford and has made a claim through the Hartford to clean and restore their leased portion of the building. The Hartford has denied the work to complete the cleaning and restoration of the CIRPAS leased portion of the structure, indicated they feel it is the City's requirement of the terms of its lease with CIRPAS. Additionally, the Hartford did not fund the adequate completion of the clean up on Joby's side of the hangar. Because of this complication, the City also made a claim with its Insurance provider, Lexington Insurance Company, for the cleaning of both sides of the hangar. McLarens is the claims adjuster for Lexington. The City's claim has been accepted and Lexington has authorized the City to proceed with work outlined in **EXHIBIT A** for a professional restoration and cleaning services to remove the smoke, soot and water damage to the structure. Lexington will reimburse the City for the costs the City incurs. The total costs include an estimated \$726,535.

The work will take approximately 4-5 weeks and consist of cleaning all interior surfaces, walls, pipes, horizontal surfaces and fixtures, carpet clean the upstairs affected flooring and tear out downstairs carpet. They will also clean all non-porous flooring.

**FISCAL IMPACT:**

The expenses incurred for this project, not expected to exceed \$799,187.40 (with 10% contingency), will ultimately be reimbursed from the City's insurance company (Lexington Insurance Company) with no net fiscal impact to the Airport Operating Fund. Initially, funds will be transferred from the Airport Operating Fund to the Airport Capital Projects Fund where project expenses will be tracked. As reimbursement funds are received, they will be recorded within the Airport Operating Fund.

**CONCLUSION:**

This request is submitted for the City Council/Airport Commission consideration and approval.

Respectfully submitted,

---

Matt Mogensen  
Assistant City Manager  
City of Marina

**REVIEWED/CONCUR:**

---

Layne Long  
City Manager/Airport Manager  
City of Marina

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL/AIRPORT COMMISSION APPROVING AN AGREEMENT FOR PROFESSIONAL RESTORATION & CLEANING SERVICES BETWEEN THE CITY OF MARINA AND ATI RESTORATION, LLC. FOR THE CITY OWNED BUILDING LOCATED AT 3200 IMJIN ROAD (BUILDING 507), AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY

WHEREAS, the City leases the 62,000 square foot building located at 3200 Imjin Road to two tenants, Joby Aviation and CIRPAS (U.S. Naval Post Graduate School contractor). Joby has the northern half of the building and CIRPAS has the southern portion; and

WHEREAS, on August 4, 2022, an equipment fire occurred at the north end of the approximate 42,000 square foot hangar space; and

WHEREAS, Joby Aviation is provided insurance by the Hartford and has made a claim to clean and restore their leased portion of the building. The Hartford has denied the work to complete the cleaning and restoration of the CIRPAS leased portion of the structure and failed to pay for adequate restoration on the Joby side of the hangar. The City made a claim with its Insurance provider, Lexington Insurance Company, for the cleaning of the whole hangar; and

WHEREAS, Lexington has authorized the City to proceed with an work outlined in **EXHIBIT A** for a professional restoration and cleaning services to remove the smoke, soot and water damage to the structure; and

WHEREAS, the total costs for the work is estimated to be \$799,187.40 including a 10% contingency. The costs will be reimbursed from the Lexington Insurance Company with no net fiscal impact to the Airport Operating Fund; and

WHEREAS, initial funds are required to be transferred from the Airport Operating Fund to the Airport Capital Projects Fund where project expenses will be tracked. As reimbursement funds are received, they will be recorded within the Airport Operating Fund.

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

1. Approve an Agreement for Professional Restoration & Cleaning Services between the City of Marina and ATI Restoration, LLC for the City owned building located at 3200 Imjin Road (Building 507) at the Marina Municipal Airport; and
2. Authorizing Finance Director to make necessary accounting and budgetary entries; and
3. Authorizing City Manager/Airport Manager to execute the Agreement on behalf of the City, subject to final review and approval by City Attorney.

Resolution No.

Page Two

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 22<sup>nd</sup> day of February 2023, by the following vote:

AYES, COUNCIL MEMBERS: McCarthy, Visscher, Medina Dirksen, Biala, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

ATTEST:

---

Bruce C. Delgado, Mayor

---

Anita Sharp, Deputy City Clerk

**CITY OF MARINA  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Restoration & Cleaning Services**

**THIS AGREEMENT (“Agreement”)** is made and entered into on \_\_\_\_\_, 2023, by and between the City of Marina, a California charter city, hereinafter referred to as the “City,” and ATI Restoration, LLC., 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 to perform certain restoration services and work (“Services”) necessary to clean the structure of smoke and soot residue resulting from an equipment fire within the hangar space of the building at 3200 Imjin Road, Marina, CA, 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. Contractor represents that it has the degree of specialized expertise contemplated within California Government Code §§37103 and 53060 and holds all necessary licenses to practice and perform the Services herein contemplated.
- D. 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 Preliminary Budget”) 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 Services 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 that 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.



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.

(c) Contractor is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the Services, 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.

(d) 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 Services 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, 2023, 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 Agreement and is attested to by the City Clerk.

(b) Contractor shall commence Services for the Project on or by March 3, 2023. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the Services to be performed, which schedule shall be approved by the City and made a part of **Exhibit "A"**, and to perform the Services 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 seven-hundred-twenty-six-thousand-five-hundred-thirty-five dollars (\$726,535) in accordance with the provisions of this Section and the Preliminary Budget attached hereto as **Exhibit "A"** and incorporated herein by this reference.

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify 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 and Preliminary Budget 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 affected 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 Assistant City Manager who shall have the authority to act for the City under this Agreement. The Project Administrator or their authorized representative shall represent the City in all matters pertaining to the Services to be performed pursuant to this Agreement.

(b) Contractor designates Chris Castro 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 Services 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.

**6. Delegation of Work.**

(a) If Contractor utilizes any subcontractors other than set forth in **Exhibit "A"** 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 payment, administration, completion, presentation and quality of all Services performed. City reserves its right to employ other contractors in connection with this Project.

(b) If the Services hereunder re 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 Services 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.

(b) 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 statues 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.

(c) 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.

(d) 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 "B"** "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 Agreement. Unless otherwise agreed, a

waiver of subrogation in favor of the City is required.

**15. Independent Contractor.** The parties have reviewed and considered the principal test and secondary factors herein and 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. City agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Principal Test: Contractor rather than the City has the right to control the manner and means of accomplishing the result contracted for.

Secondary Factors: (a) The extent of control which, by agreement, City may exercise over the details of the work is slight rather than substantial; (b) Contractor is engaged in a distinct occupation or business; (c) in the locality, the work to be done by Contractor is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) the Contractor rather than the City supplies the instrumentalities, tools and work place; (f) the length of time for which Contractor is engaged is of limited duration rather than indefinite; (g) the method of payment of Contractor is by the job rather than by time; (h) the work is part of a special or permissive activity, program, or project, rather than part of the regular business of the City; (i) Contractor and City believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) the City conducts public business.

**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.

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

**20. Compliance With Laws.**

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

(b) If the Project is a “public work,” or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work., etc.

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City’s Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

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

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

To City: City Manager  
City of Marina City Hall  
211 Hillcrest Avenue  
Marina, California 93933  
Fax: (831) 384-9148



To Contractor: Justus Manderbach  
Senior Project Director  
ATI Restoration,  
25000 Industrial Blvd, Hayward, CA 94545  
Fax: 510-429-5010

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. It is understood and agreed to by the Contractor and the City that they cannot, and will not, claim Force Majeure based on an economic downturn of any type. 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, but both of which together shall constitute one and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including pdf. Or any electronic signature complying with the U.S. ESIGN Act of 2000, California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.) or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been validly delivered and be valid and effective for all purposes.

**33. Time.** Time is of the essence in this Agreement.

**34. Exhibits.** In the event of any conflict between the Terms and Conditions and any terms or conditions of any document prepared or provided by the Contractor and made a part of this Agreement, including without limitation any document relating to the scope of Services or payment therefore, the Terms and Conditions of this Agreement shall control over those terms and conditions.

**35. 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:

Attest: (Per Resolution 20\_\_-\_\_)

\_\_\_\_\_  
Deputy City Clerk

Approved as to form:

By: \_\_\_\_\_  
City Attorney

**EXHIBIT A**

**SCOPE OF WORK**



**ATI Restoration, LLC**

25000 Industrial Blvd.  
Hayward, CA 94545  
Tel: 510.429.5000 Fax: 510.429.5010  
License: 1075543  
Tax ID: 33-0352215

Insured: JOBY Aviation  
Property: 3200 Imjin Rd  
Marina, CA

Estimator: Justus Manderbach

Business: (510) 825-8333  
E-mail: Justus.  
manderbach@atirestoration.  
com

Contractor:  
Company: ATI  
Business: 25000 Industrial Blvd.  
Hayward, CA 94545

Business: (510) 429-5000

**Claim Number:**

**Policy Number:**

**Type of Loss:**

Date of Loss:  
Date Inspected:

Date Received:  
Date Entered: 1/18/2023 3:49 PM

Price List: CASW8X\_JAN23  
Restoration/Service/Remodel  
Estimate: MARINA-1



**ATI Restoration, LLC**

25000 Industrial Blvd.  
 Hayward, CA 94545  
 Tel: 510.429.5000 Fax: 510.429.5010  
 License: 1075543  
 Tax ID: 33-0352215

**MARINA-1**

**General Items**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Boom or spider lift - 30'-45' reach (per day)	16.00 DA	0.00	390.00	0.00	6,240.00
2. Equipment Operator - per hour	128.00 HR	0.00	116.34	0.00	14,891.52
Totals: General Items				0.00	21,131.52

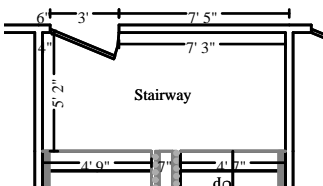
**Equipment**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
3. Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit.	144.00 DA	0.00	140.00	0.00	20,160.00
4. Add for HEPA filter (for neg. air machine/vacuum - Large)	12.00 EA	0.00	317.43	334.64	4,143.80
5. Equipment decontamination charge - HVY, per piece of equip	20.00 EA	0.00	73.05	10.18	1,471.18
6. Chemical gas and odor neutralization cartridge - 24" x 24"	12.00 EA	0.00	252.45	262.52	3,291.92
7. Add for HEPA filter (for upright vacuums)	8.00 EA	0.00	40.20	16.42	338.02
Totals: Equipment				623.76	29,404.92

**1st Floor**

**Stairway**

**Height: 18'**



356.08 SF Walls	54.68 SF Ceiling
410.76 SF Walls & Ceiling	54.68 SF Floor
6.08 SY Flooring	17.92 LF Floor Perimeter
21.50 LF Ceil. Perimeter	

Missing Wall	4' 7" X 18'	Opens into STAIRS
Missing Wall	7" X 18'	Opens into STAIRWAY
Missing Wall	4' 9" X 18'	Opens into STAIRS2
Door	3' X 7'	Opens into HANGER

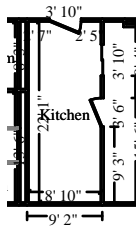
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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**CONTINUED - Stairway**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
8. Clean floor or roof joist system - Heavy	54.68 SF	0.00	3.90	0.10	213.35
9. Clean the walls and ceiling - Heavy	356.08 SF	0.00	1.30	0.33	463.23
10. HEPA Vacuuming - Detailed - (PER SF)	465.44 SF	0.00	1.53	0.00	712.12
11. Deodorize building - Ozone & hydroxyl treatment	984.25 CF	0.00	0.06	0.00	59.06
Totals: Stairway				0.43	1,447.76



**Kitchen**

**Height: 9'**

493.67 SF Walls	195.07 SF Ceiling
688.74 SF Walls & Ceiling	195.07 SF Floor
21.67 SY Flooring	54.50 LF Floor Perimeter
61.83 LF Ceil. Perimeter	

<b>Window</b>	<b>3' 10" X 3'</b>	<b>Opens into OFFICE</b>
<b>Door</b>	<b>3' 6" X 7'</b>	<b>Opens into OFFICE</b>
<b>Door</b>	<b>3' 10" X 7'</b>	<b>Opens into HANGER</b>

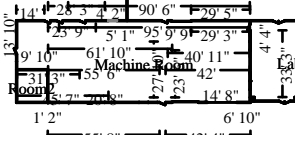
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
12. Clean floor or roof joist system - Heavy	195.07 SF	0.00	3.90	0.36	761.13
13. Clean the walls and ceiling - Heavy	493.67 SF	0.00	1.30	0.46	642.23
14. HEPA Vacuuming - Detailed - (PER SF)	883.81 SF	0.00	1.53	0.00	1,352.23
15. Deodorize building - Ozone & hydroxyl treatment	1,755.63 CF	0.00	0.06	0.00	105.34
Totals: Kitchen				0.82	2,860.93



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**Machine Room**

**Height: 18'**



4,972.00 SF Walls	4,435.04 SF Ceiling
9,407.04 SF Walls & Ceiling	4,435.04 SF Floor
492.78 SY Flooring	264.92 LF Floor Perimeter
312.83 LF Ceil. Perimeter	

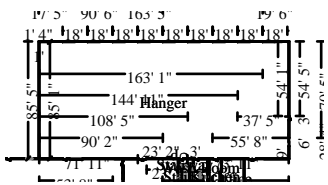
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>14' 8" X 4'</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>13' X 12' 8"</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' X 8'</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 6" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 6" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 6" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 6" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 6" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 6" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 6" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 6" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 6" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 6" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 6" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 6" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 6" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 6" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 6" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 6" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 6" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into LAB</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into LAB</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into LAB</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into LAB</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into LAB</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into LAB</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into LAB</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into LAB</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into LAB</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into LAB</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into LAB</b>
<b>Door</b>	<b>9' 9" X 12' 8"</b>	<b>Opens into HANGER</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into HANGER</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into Exterior</b>
<b>Missing Wall - Goes to Floor</b>	<b>4' 2" X 7'</b>	<b>Opens into Exterior</b>



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**CONTINUED - Machine Room**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
16. Clean floor or roof joist system - Heavy	4,435.04 SF	0.00	3.90	8.20	17,304.86
17. Clean the walls and ceiling - Heavy	4,972.00 SF	0.00	1.30	4.60	6,468.20
18. HEPA Vacuuming - Detailed - (PER SF)	13,842.08 SF	0.00	1.53	0.00	21,178.38
19. Deodorize building - Ozone & hydroxyl treatment	79,830.73 CF	0.00	0.06	0.00	4,789.84
<b>Totals: Machine Room</b>				12.80	49,741.28



**Hanger**

**Height: 35'**

15,691.83 SF Walls	15,492.26 SF Ceiling
31,184.09 SF Walls & Ceiling	15,492.26 SF Floor
1,721.36 SY Flooring	318.92 LF Floor Perimeter
534.33 LF Ceil. Perimeter	

Door	15' 10" X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	9' 9" X 12' 8"	Opens into MACHINE_ROO2
Door	3' X 7'	Opens into MACHINE_ROO2
Door	6' X 7'	Opens into LAB
Door	3' X 7'	Opens into STAIRWAY1
Door	3' X 7'	Opens into WASH_ROOM
Door	3' 10" X 7'	Opens into KITCHEN
Door	6' X 7'	Opens into Exterior
Door	3' X 7'	Opens into Exterior
Window	6' X 4'	Opens into Exterior

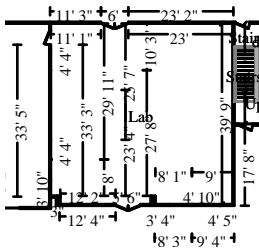




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**CONTINUED - Hanger**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
20. Clean floor or roof joist system - Heavy	15,492. SF 26	0.00	3.90	28.66	60,448.47
21. Clean the walls and ceiling - Heavy	15,691. SF 83	0.00	1.30	14.52	20,413.90
22. HEPA Vacuuming - Detailed - (PER SF)	46,676. SF 35	0.00	1.53	0.00	71,414.82
23. Deodorize building - Ozone & hydroxyl treatment	542,228. CF 99	0.00	0.06	0.00	32,533.74
<b>Totals: Hanger</b>				<b>43.18</b>	<b>184,810.93</b>



**Lab**

**Height: 18'**

2,754.50 SF Walls	1,584.35 SF Ceiling
4,338.85 SF Walls & Ceiling	1,584.35 SF Floor
176.04 SY Flooring	148.67 LF Floor Perimeter
163.17 LF Ceil. Perimeter	

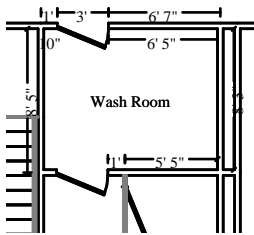
<b>Door</b>	<b>5' 6" X 7'</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into MACHINE_ROO2</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into MACHINE_ROO2</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into MACHINE_ROO2</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into MACHINE_ROO2</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into MACHINE_ROO2</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into MACHINE_ROO2</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into MACHINE_ROO2</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into MACHINE_ROO2</b>
<b>Window</b>	<b>4' 4" X 1' 6"</b>	<b>Opens into MACHINE_ROO2</b>
<b>Door</b>	<b>6' X 7'</b>	<b>Opens into HANGER</b>
<b>Window</b>	<b>4' 10" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 10" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 10" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 10" X 1' 6"</b>	<b>Opens into Exterior</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
24. Clean floor or roof joist system - Heavy	1,584.35 SF	0.00	3.90	2.93	6,181.90
25. Clean the walls and ceiling - Heavy	2,754.50 SF	0.00	1.30	2.55	3,583.40

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**CONTINUED - Lab**

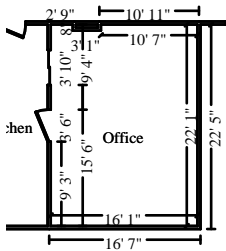
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
26. HEPA Vacuuming - Detailed - (PER SF)	5,923.19 SF	0.00	1.53	0.00	9,062.48
27. Deodorize building - Ozone & hydroxyl treatment	28,518. CF 25	0.00	0.06	0.00	1,711.10
Totals: Lab				5.48	20,538.88


**Wash Room**
**Height: 9'**

289.50 SF Walls	83.88 SF Ceiling
373.38 SF Walls & Ceiling	83.88 SF Floor
9.32 SY Flooring	30.83 LF Floor Perimeter
36.83 LF Ceil. Perimeter	

**Door** 3' X 7' **Opens into HANGER**  
**Door** 3' X 7' **Opens into BATHROOM**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
28. Clean floor or roof joist system - Heavy	83.88 SF	0.00	3.90	0.16	327.29
29. Clean the walls and ceiling - Heavy	289.50 SF	0.00	1.30	0.27	376.62
30. HEPA Vacuuming - Detailed - (PER SF)	457.25 SF	0.00	1.53	0.00	699.59
31. Deodorize building - Ozone & hydroxyl treatment	754.88 CF	0.00	0.06	0.00	45.29
Totals: Wash Room				0.43	1,448.79


**Office**
**Height: 9'**

663.00 SF Walls	353.12 SF Ceiling
1,016.12 SF Walls & Ceiling	353.12 SF Floor
39.24 SY Flooring	74.17 LF Floor Perimeter
77.67 LF Ceil. Perimeter	

**Window** 3' 10" X 3' **Opens into KITCHEN**  
**Door** 3' 6" X 7' **Opens into KITCHEN**

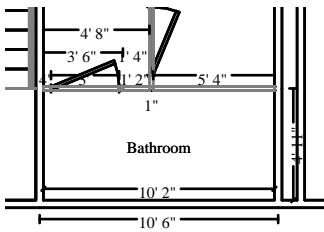


**ATI Restoration, LLC**

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**CONTINUED - Office**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
32. Clean floor or roof joist system - Heavy	353.12 SF	0.00	3.90	0.65	1,377.82
33. Clean the walls and ceiling - Heavy	663.00 SF	0.00	1.30	0.61	862.51
34. HEPA Vacuuming - Detailed - (PER SF)	1,369.24 SF	0.00	1.53	0.00	2,094.94
35. Deodorize building - Ozone & hydroxyl treatment	3,178.06 CF	0.00	0.06	0.00	190.68
<b>Totals: Office</b>				<b>1.26</b>	<b>4,525.95</b>



**Bathroom**

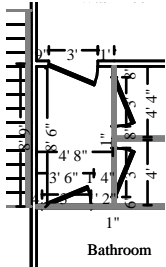
**Height: 9'**

217.67 SF Walls	49.14 SF Ceiling
266.81 SF Walls & Ceiling	49.14 SF Floor
5.46 SY Flooring	20.50 LF Floor Perimeter
20.00 LF Ceil. Perimeter	



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**CONTINUED - Bathroom**



**Subroom: Bathroom (2)**

**Height: 9'**

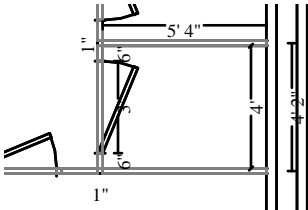
126.83 SF Walls	39.67 SF Ceiling
166.50 SF Walls & Ceiling	39.67 SF Floor
4.41 SY Flooring	13.17 LF Floor Perimeter
13.33 LF Ceil. Perimeter	

<b>Missing Wall - Goes to Ceiling</b>	<b>4' X 1' 10"</b>	<b>Opens into TOILET_AREA</b>
<b>Door</b>	<b>3' X 5'</b>	<b>Opens into TOILET_AREA</b>
<b>Missing Wall - Goes to Floor</b>	<b>3' X 1'</b>	<b>Opens into TOILET_AREA</b>
<b>Missing Wall - Goes to neither Floor/Ceiling</b>	<b>3' X 1'</b>	<b>Opens into TOILET_AREA</b>
<b>Missing Wall - Goes to neither Floor/Ceiling</b>	<b>1' 2" X 1'</b>	<b>Opens into TOILET_ARE</b>
<b>Missing Wall - Goes to Ceiling</b>	<b>4' 8" X 1' 10"</b>	<b>Opens into TOILET_ARE</b>
<b>Missing Wall - Goes to Floor</b>	<b>1' 2" X 1'</b>	<b>Opens into TOILET_ARE</b>
<b>Door</b>	<b>3' X 5'</b>	<b>Opens into TOILET_ARE</b>
<b>Missing Wall - Goes to Floor</b>	<b>3' X 1'</b>	<b>Opens into TOILET_ARE</b>
<b>Missing Wall - Goes to neither Floor/Ceiling</b>	<b>3' X 1'</b>	<b>Opens into TOILET_ARE</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into WASH_ROOM</b>
<b>Missing Wall - Goes to Ceiling</b>	<b>4' 4" X 1' 10"</b>	<b>Opens into TOILET_AREA1</b>
<b>Door</b>	<b>3' X 5'</b>	<b>Opens into TOILET_AREA1</b>
<b>Missing Wall - Goes to Floor</b>	<b>3' X 1'</b>	<b>Opens into TOILET_AREA1</b>
<b>Missing Wall - Goes to neither Floor/Ceiling</b>	<b>3' X 1'</b>	<b>Opens into TOILET_AREA1</b>



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**CONTINUED - Bathroom**

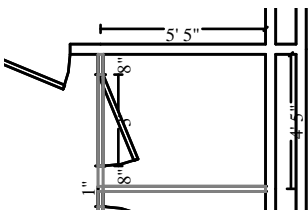


**Subroom: Bathroom (1)**

**Height: 9'**

97.89 SF Walls	21.33 SF Ceiling
119.22 SF Walls & Ceiling	21.33 SF Floor
2.37 SY Flooring	5.00 LF Floor Perimeter
4.00 LF Ceil. Perimeter	

Missing Wall - Goes to Floor	5' 4" X 1'	Opens into TOILET_ARE
Missing Wall - Goes to neither Floor/Ceiling	5' 4" X 1'	Opens into TOILET_ARE
Missing Wall - Goes to Ceiling	5' 4" X 1' 10"	Opens into TOILET_ARE
Missing Wall - Goes to Floor	5' 4" X 1'	Opens into TOILET_AREA1
Missing Wall - Goes to Ceiling	5' 4" X 3'	Opens into TOILET_AREA1
Missing Wall - Goes to Ceiling	4' X 1' 10"	Opens into BATHROOM
Door	3' X 5'	Opens into BATHROOM
Missing Wall - Goes to Floor	3' X 1'	Opens into BATHROOM
Missing Wall - Goes to neither Floor/Ceiling	3' X 1'	Opens into BATHROOM



**Subroom: Bathroom (3)**

**Height: 9'**

123.72 SF Walls	23.11 SF Ceiling
146.83 SF Walls & Ceiling	23.11 SF Floor
2.57 SY Flooring	11.00 LF Floor Perimeter
9.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor	5' 4" X 1'	Opens into TOILET_ARE
Missing Wall - Goes to Ceiling	5' 4" X 3'	Opens into TOILET_ARE
Missing Wall - Goes to Ceiling	4' 4" X 1' 10"	Opens into BATHROOM
Door	3' X 5'	Opens into BATHROOM
Missing Wall - Goes to Floor	3' X 1'	Opens into BATHROOM
Missing Wall - Goes to neither Floor/Ceiling	3' X 1'	Opens into BATHROOM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
36. Clean floor or roof joist system - Heavy	133.25 SF	0.00	3.90	0.25	519.93
37. Clean the walls and ceiling - Heavy	566.11 SF	0.00	1.30	0.52	736.46
38. HEPA Vacuuming - Detailed - (PER SF)	832.61 SF	0.00	1.53	0.00	1,273.89

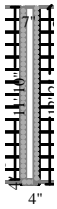


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**CONTINUED - Bathroom**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
39. Deodorize building - Ozone & hydroxyl treatment	1,199.25 CF	0.00	0.06	0.00	71.96
Totals: Bathroom				0.77	2,602.24

Stairway



**Stairway**

**Height: 17'**

80.04 SF Walls	6.90 SF Ceiling
86.95 SF Walls & Ceiling	6.90 SF Floor
0.77 SY Flooring	11.83 LF Floor Perimeter
24.25 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

7" X 9"

Opens into STAIRS1

Missing Wall - Goes to Floor

11' 10" X 18'

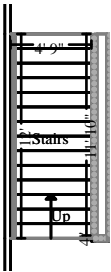
Opens into STAIRS2

Missing Wall

7" X 17'

Opens into STAIRWAY1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
40. Clean floor or roof joist system - Heavy	6.90 SF	0.00	3.90	0.01	26.92
41. Clean the walls and ceiling - Heavy	80.04 SF	0.00	1.30	0.07	104.12
42. HEPA Vacuuming - Detailed - (PER SF)	93.85 SF	0.00	1.53	0.00	143.59
43. Deodorize building - Ozone & hydroxyl treatment	117.35 CF	0.00	0.06	0.00	7.04
Totals: Stairway				0.08	281.67



**Stairs**

**Height: 18' 6"**

325.77 SF Walls	57.00 SF Ceiling
382.77 SF Walls & Ceiling	105.03 SF Floor
11.67 SY Flooring	14.94 LF Floor Perimeter
12.00 LF Ceil. Perimeter	

Missing Wall

4' 9" X 18' 5 11/16"

Opens into STAIRWAY1

Missing Wall - Goes to Floor

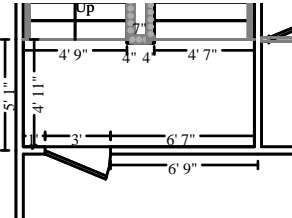
11' 10" X 18'

Opens into STAIRWAY



25000 Industrial Blvd.  
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 Tel: 510.429.5000 Fax: 510.429.5010  
 License: 1075543  
 Tax ID: 33-0352215

**CONTINUED - Stairs**

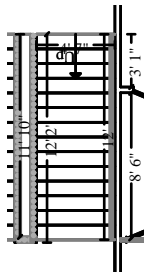


**Subroom: Stairs (1)**

**Height: 8' 6"**

183.15 SF Walls	51.83 SF Ceiling
234.98 SF Walls & Ceiling	51.83 SF Floor
5.76 SY Flooring	20.42 LF Floor Perimeter
20.42 LF Ceil. Perimeter	

<b>Missing Wall</b>	<b>4' 7" X 8' 5 11/16"</b>	<b>Opens into STAIRS</b>
<b>Missing Wall - Goes to Floor</b>	<b>7" X 9"</b>	<b>Opens into STAIRWAY</b>
<b>Missing Wall</b>	<b>4' 9" X 8' 5 11/16"</b>	<b>Opens into STAIRS2</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into Exterior</b>



**Subroom: Stairs (2)**

**Height: 18'**

311.20 SF Walls	55.00 SF Ceiling
366.20 SF Walls & Ceiling	101.34 SF Floor
11.26 SY Flooring	14.94 LF Floor Perimeter
12.00 LF Ceil. Perimeter	

<b>Missing Wall</b>	<b>4' 7" X 18'</b>	<b>Opens into STAIRWAY1</b>
<b>Missing Wall</b>	<b>4' 7" X 18'</b>	<b>Opens into STAIRS1</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
44. Clean floor or roof joist system - Heavy	163.83 SF	0.00	3.90	0.30	639.24
45. Clean the walls and ceiling - Heavy	820.13 SF	0.00	1.30	0.76	1,066.93
46. HEPA Vacuuming - Detailed - (PER SF)	1,242.15 SF	0.00	1.53	0.00	1,900.49
47. Deodorize building - Ozone & hydroxyl treatment	1,984.05 CF	0.00	0.06	0.00	119.04
<b>Totals: Stairs</b>				<b>1.06</b>	<b>3,725.70</b>
<b>Total: 1st Floor</b>				<b>66.31</b>	<b>271,984.13</b>
<b>Line Item Totals: MARINA-1</b>				<b>690.07</b>	<b>322,520.57</b>



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**Grand Total Areas:**

28,403.14 SF Walls	22,761.34 SF Ceiling	51,164.48 SF Walls and Ceiling
22,855.71 SF Floor	2,539.52 SY Flooring	1,142.89 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	1,445.02 LF Ceil. Perimeter
22,855.71 Floor Area	23,133.87 Total Area	27,047.72 Interior Wall Area
16,479.75 Exterior Wall Area	721.42 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	





**ATI Restoration, LLC**

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**Summary for Dwelling**

Line Item Total	321,830.50
Material Sales Tax	690.07
<b>Replacement Cost Value</b>	<b>\$322,520.57</b>
<b>Net Claim</b>	<b>\$322,520.57</b>

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Justus Manderbach



**ATI Restoration, LLC**

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**Recap of Taxes**

	<b>Material Sales Tax (9.25%)</b>	<b>Storage Rental Tax (9.25%)</b>
<b>Line Items</b>	690.07	0.00
<b>Total</b>	<b>690.07</b>	<b>0.00</b>



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**Recap by Room**

**Estimate: MARINA-1**

<b>General Items</b>	<b>21,131.52</b>	<b>6.57%</b>
<b>Equipment</b>	<b>28,781.16</b>	<b>8.94%</b>
<b>Area: 1st Floor</b>		
<b>Stairway</b>	<b>1,447.33</b>	<b>0.45%</b>
<b>Kitchen</b>	<b>2,860.11</b>	<b>0.89%</b>
<b>Machine Room</b>	<b>49,728.48</b>	<b>15.45%</b>
<b>Hanger</b>	<b>184,767.75</b>	<b>57.41%</b>
<b>Lab</b>	<b>20,533.40</b>	<b>6.38%</b>
<b>Wash Room</b>	<b>1,448.36</b>	<b>0.45%</b>
<b>Office</b>	<b>4,524.69</b>	<b>1.41%</b>
<b>Bathroom</b>	<b>2,601.47</b>	<b>0.81%</b>
<b>Stairway</b>	<b>281.59</b>	<b>0.09%</b>
<b>Stairs</b>	<b>3,724.64</b>	<b>1.16%</b>
<hr/>		
<b>Area Subtotal: 1st Floor</b>	<b>271,917.82</b>	<b>84.49%</b>
<hr/>		
<b>Subtotal of Areas</b>	<b>321,830.50</b>	<b>100.00%</b>
<hr/>		
<b>Total</b>	<b>321,830.50</b>	<b>100.00%</b>

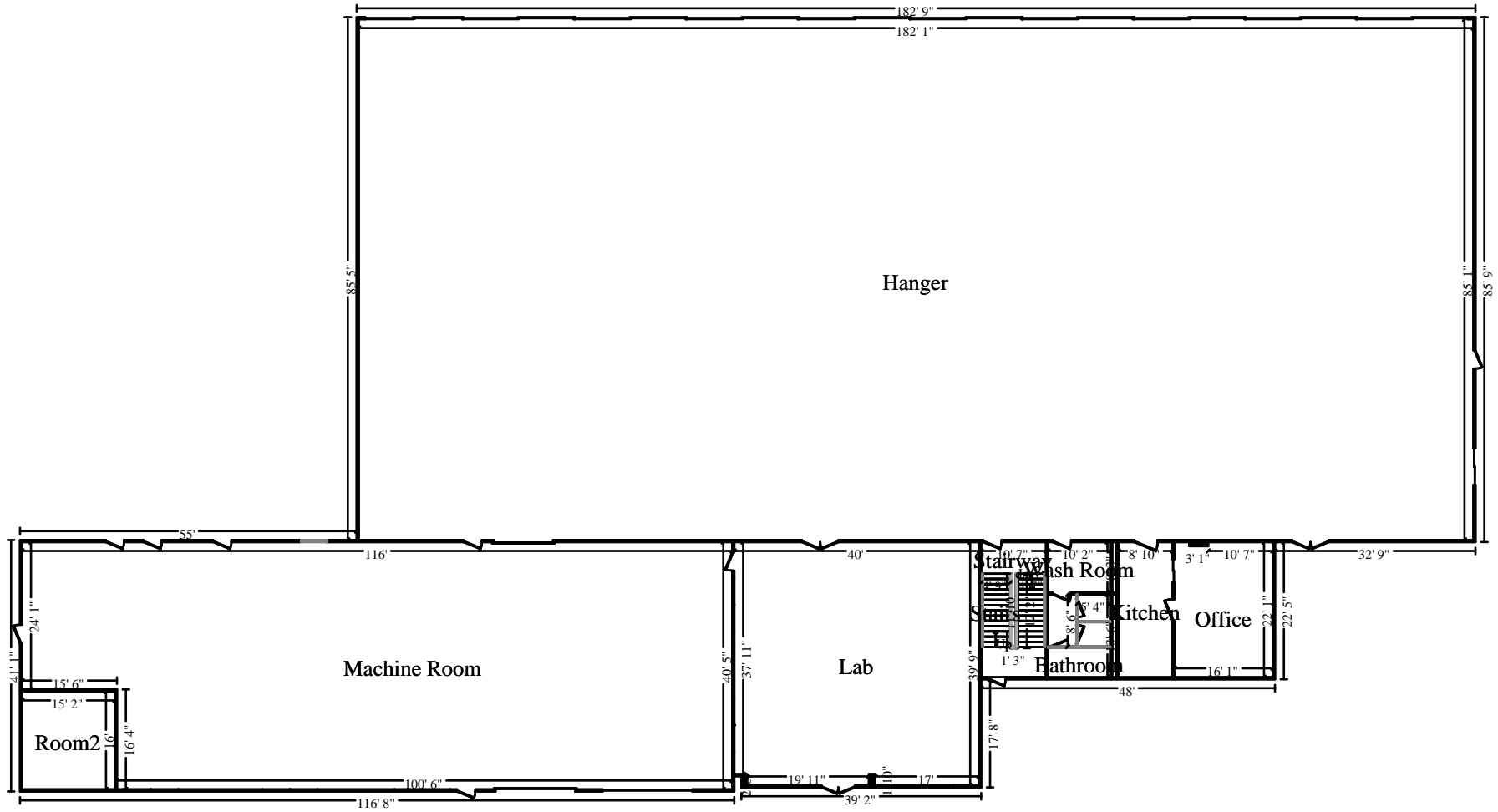


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**Recap by Category**

<b>Items</b>	<b>Total</b>	<b>%</b>
<b>CLEANING</b>	<b>39,633.09</b>	<b>12.29%</b>
<b>HEAVY EQUIPMENT</b>	<b>21,131.52</b>	<b>6.55%</b>
<b>HAZARDOUS MATERIAL REMEDIATION</b>	<b>234,067.33</b>	<b>72.57%</b>
<b>WATER EXTRACTION &amp; REMEDIATION</b>	<b>26,998.56</b>	<b>8.37%</b>
<b>Subtotal</b>	<b>321,830.50</b>	<b>99.79%</b>
<b>Material Sales Tax</b>	<b>690.07</b>	<b>0.21%</b>
<b>Total</b>	<b>322,520.57</b>	<b>100.00%</b>





**ATI Restoration, LLC**

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Insured: NPS Facility  
Property: 3200 Imjin RD  
Marina , CA

Estimator: Justus Manderbach

Business: (510) 825-8333  
E-mail: Justus.manderbach@atirestoration.com

Contractor:  
Company: ATI  
Business: 25000 Industrial Blvd.  
Hayward, CA 94545

Business: (510) 429-5000

**Claim Number: Policy Number: Type of Loss:**

Date of Loss: Date Received:  
Date Inspected: Date Entered: 1/18/2023 5:26 PM

Price List: CASW8X\_JAN23  
Restoration/Service/Remodel  
Estimate: MARINA-2

American Technologies, Inc (ATI) appreciates the opportunity to be of service.

Roberta 'Bobbi' Coggins  
Project Manager  
510-429-5000 ext 1433  
cell 510-246-0991



**ATI Restoration, LLC**

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**MARINA-2**

**Equipment**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit.	144.00 DA	0.00	140.00	0.00	20,160.00
2. Add for HEPA filter (for neg. air machine/vacuum - Large)	12.00 EA	0.00	317.43	325.60	4,134.76
3. Equipment decontamination charge - HVY, per piece of equip	20.00 EA	0.00	73.05	9.90	1,470.90
4. Chemical gas and odor neutralization cartridge - 24" x 24"	12.00 EA	0.00	252.45	255.42	3,284.82
5. Add for HEPA filter (for upright vacuums)	8.00 EA	0.00	40.20	15.98	337.58
Totals: Equipment				606.90	29,388.06

**General Items**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
6. Boom or spider lift - 30'-45' reach (per day)	16.00 DA	0.00	390.00	0.00	6,240.00
7. Equipment Operator - per hour	128.00 HR	0.00	116.34	0.00	14,891.52
Totals: General Items				0.00	21,131.52

**1st Floor**



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**Machine Room**

**Height: 18'**

4,911.06 SF Walls	4,390.49 SF Ceiling
9,301.54 SF Walls & Ceiling	4,390.49 SF Floor
487.83 SY Flooring	263.83 LF Floor Perimeter
307.17 LF Ceil. Perimeter	

Door	3' X 7'	Opens into Exterior
Window	14' 8" X 4'	Opens into Exterior
Door	13' X 12' 8"	Opens into Exterior
Door	3' X 8'	Opens into Exterior
Window	4' 6" X 1' 6"	Opens into Exterior
Window	4' 6" X 1' 6"	Opens into Exterior
Window	4' 6" X 1' 6"	Opens into Exterior
Window	4' 6" X 1' 6"	Opens into Exterior
Window	4' 6" X 1' 6"	Opens into Exterior
Window	4' 6" X 1' 6"	Opens into Exterior
Window	4' 6" X 1' 6"	Opens into Exterior
Window	4' 6" X 1' 6"	Opens into Exterior
Window	4' 6" X 1' 6"	Opens into Exterior
Window	4' 6" X 1' 6"	Opens into Exterior
Window	4' 6" X 1' 6"	Opens into Exterior
Window	4' 4" X 1' 6"	Opens into Exterior
Window	4' 4" X 1' 6"	Opens into Exterior
Window	4' 4" X 1' 6"	Opens into Exterior
Window	4' 4" X 1' 6"	Opens into Exterior
Window	4' 4" X 1' 6"	Opens into Exterior
Window	4' 4" X 1' 6"	Opens into Exterior
Window	4' 4" X 1' 6"	Opens into Exterior
Window	4' 4" X 1' 6"	Opens into Exterior
Window	4' 4" X 1' 6"	Opens into Exterior
Window	4' 4" X 1' 6"	Opens into Exterior
Door	8' 2" X 12' 8"	Opens into HALLWAY
Door	3' X 7'	Opens into HALLWAY
Door	3' X 7'	Opens into Exterior
Door	3' X 7'	Opens into Exterior
Door	3' X 7'	Opens into Exterior
Missing Wall - Goes to Floor	4' 2" X 7'	Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
MARINA-2				2/2/2023	Page: 3

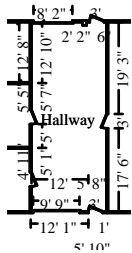




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**CONTINUED - Machine Room**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
8. Clean floor or roof joist system - Heavy	4,390.49 SF	0.00	3.90	7.90	17,130.81
9. Clean the walls and ceiling - Heavy	4,911.06 SF	0.00	1.30	4.42	6,388.80
10. HEPA Vacuuming - Detailed - (PER SF)	13,692. SF 03	0.00	1.53	0.00	20,948.81
11. Deodorize building - Ozone & hydroxyl treatment	79,028. CF 75	0.00	0.06	0.00	4,741.73
Totals: Machine Room				12.32	49,210.15



**Hallway**

**Height: 18'**

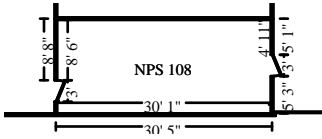
1,690.06 SF Walls	625.37 SF Ceiling
2,315.42 SF Walls & Ceiling	625.37 SF Floor
69.49 SY Flooring	79.42 LF Floor Perimeter
112.33 LF Ceil. Perimeter	

<b>Door</b>	<b>3' X 7'</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into MACHINE_ROO2</b>
<b>Door</b>	<b>8' 2" X 12' 8"</b>	<b>Opens into MACHINE_ROO2</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into NPS_107</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into NPS_1</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into HANGER</b>
<b>Door</b>	<b>9' 9" X 12' 8"</b>	<b>Opens into HANGER</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
12. Clean floor or roof joist system - Heavy	625.37 SF	0.00	3.90	1.13	2,440.07
13. Clean the walls and ceiling - Heavy	1,690.06 SF	0.00	1.30	1.52	2,198.60
14. HEPA Vacuuming - Detailed - (PER SF)	2,940.79 SF	0.00	1.53	0.00	4,499.41
15. Deodorize building - Ozone & hydroxyl treatment	11,269. CF 13	0.00	0.06	0.00	676.15
Totals: Hallway				2.65	9,814.23



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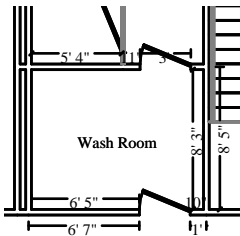
**NPS 108**

**Height: 18'**

1,515.12 SF Walls	396.20 SF Ceiling
1,911.33 SF Walls & Ceiling	396.20 SF Floor
44.02 SY Flooring	80.51 LF Floor Perimeter
86.51 LF Ceil. Perimeter	

**Door 3' X 7' Opens into LAB**  
**Door 3' X 7' Opens into HALLWAY**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
16. Clean floor or roof joist system - Heavy	396.20 SF	0.00	3.90	0.71	1,545.89
17. Clean the walls and ceiling - Heavy	1,515.12 SF	0.00	1.30	1.36	1,971.02
18. HEPA Vacuuming - Detailed - (PER SF)	2,307.53 SF	0.00	1.53	0.00	3,530.52
19. Deodorize building - Ozone & hydroxyl treatment	7,131.63 CF	0.00	0.06	0.00	427.90
<b>Totals: NPS 108</b>				<b>2.07</b>	<b>7,475.33</b>



**Wash room**

**Height: 9'**

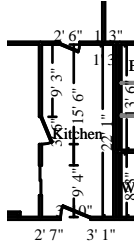
289.50 SF Walls	83.88 SF Ceiling
373.38 SF Walls & Ceiling	83.88 SF Floor
9.32 SY Flooring	30.83 LF Floor Perimeter
36.83 LF Ceil. Perimeter	

**Door 3' X 7' Opens into HANGER**  
**Door 3' X 7' Opens into BATHROOM**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
20. Clean floor or roof joist system - Heavy	83.88 SF	0.00	3.90	0.15	327.28
21. Clean the walls and ceiling - Heavy	289.50 SF	0.00	1.30	0.26	376.61
22. HEPA Vacuuming - Detailed - (PER SF)	457.25 SF	0.00	1.53	0.00	699.59
23. Deodorize building - Ozone & hydroxyl treatment	754.88 CF	0.00	0.06	0.00	45.29
<b>Totals: Wash room</b>				<b>0.41</b>	<b>1,448.77</b>



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**Kitchen**

**Height: 9'**

483.21 SF Walls	202.43 SF Ceiling
685.64 SF Walls & Ceiling	202.43 SF Floor
22.49 SY Flooring	52.67 LF Floor Perimeter
62.50 LF Ceil. Perimeter	

<b>Window</b>	<b>3' 10" X 3'</b>	<b>Opens into OFFICE</b>
<b>Door</b>	<b>3' 6" X 7'</b>	<b>Opens into OFFICE</b>
<b>Door</b>	<b>3' 10" X 7'</b>	<b>Opens into HANGER</b>
<b>Door</b>	<b>2' 6" X 6' 7"</b>	<b>Opens into NPS_103</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
24. Clean floor or roof joist system - Heavy	202.43 SF	0.00	3.90	0.36	789.84
25. Clean the walls and ceiling - Heavy	483.21 SF	0.00	1.30	0.43	628.60
26. HEPA Vacuuming - Detailed - (PER SF)	888.07 SF	0.00	1.53	0.00	1,358.75
27. Deodorize building - Ozone & hydroxyl treatment	1,821.88 CF	0.00	0.06	0.00	109.31
<b>Totals: Kitchen</b>				<b>0.79</b>	<b>2,886.50</b>



**Office**

**Height: 9'**

646.54 SF Walls	353.12 SF Ceiling
999.66 SF Walls & Ceiling	353.12 SF Floor
39.24 SY Flooring	71.67 LF Floor Perimeter
77.67 LF Ceil. Perimeter	

<b>Window</b>	<b>3' 10" X 3'</b>	<b>Opens into KITCHEN</b>
<b>Door</b>	<b>3' 6" X 7'</b>	<b>Opens into KITCHEN</b>
<b>Door</b>	<b>2' 6" X 6' 7"</b>	<b>Opens into NPS_103</b>

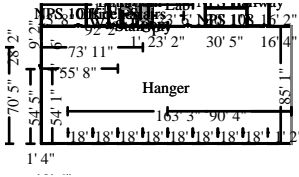
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
28. Clean floor or roof joist system - Heavy	353.12 SF	0.00	3.90	0.64	1,377.81
29. Clean the walls and ceiling - Heavy	646.54 SF	0.00	1.30	0.58	841.08
30. HEPA Vacuuming - Detailed - (PER SF)	1,352.78 SF	0.00	1.53	0.00	2,069.75



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**CONTINUED - Office**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
31. Deodorize building - Ozone & hydroxyl treatment	3,178.06 CF	0.00	0.06	0.00	190.68
Totals: Office				1.22	4,479.32



**Hanger**

**Height: 35'**

12,725.58 SF Walls	15,506.44 SF Ceiling
28,232.02 SF Walls & Ceiling	15,506.44 SF Floor
1,722.94 SY Flooring	234.17 LF Floor Perimeter
449.58 LF Ceil. Perimeter	

Door	15' 10" X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Door	18' X 15'	Opens into Exterior
Missing Wall	85' 1" X 35'	Opens into Exterior
Door	3' X 7'	Opens into HALLWAY
Door	9' 9" X 12' 8"	Opens into HALLWAY
Door	6' X 7'	Opens into LAB
Door	3' X 7'	Opens into STAIRWAY1
Door	3' X 7'	Opens into WASH_ROOM
Door	3' 10" X 7'	Opens into KITCHEN
Door	6' X 7'	Opens into NPS_100
Door	3' X 7'	Opens into Exterior
Window	6' X 4'	Opens into Exterior

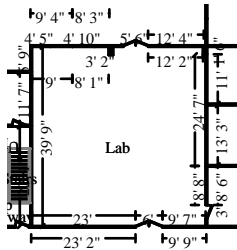
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
32. Clean floor or roof joist system - Heavy	15,506. SF 44	0.00	3.90	27.91	60,503.03
33. Clean the walls and ceiling - Heavy	12,725. SF 58	0.00	1.30	11.45	16,554.70



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**CONTINUED - Hanger**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
34. HEPA Vacuuming - Detailed - (PER SF)	43,738. SF 46	0.00	1.53	0.00	66,919.84
35. Deodorize building - Ozone & hydroxyl treatment	542,725. CF 31	0.00	0.06	0.00	32,563.52
<b>Totals: Hanger</b>				39.36	176,541.09



**Lab**

**Height: 18'**

2,752.50 SF Walls	1,527.47 SF Ceiling
4,279.97 SF Walls & Ceiling	1,527.47 SF Floor
169.72 SY Flooring	145.67 LF Floor Perimeter
160.17 LF Ceil. Perimeter	

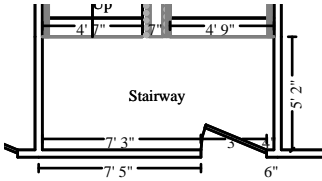
<b>Door</b>	<b>5' 6" X 7'</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into NPS_1</b>
<b>Door</b>	<b>6' X 7'</b>	<b>Opens into HANGER</b>
<b>Window</b>	<b>4' 10" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 10" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 10" X 1' 6"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 10" X 1' 6"</b>	<b>Opens into Exterior</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
36. Clean floor or roof joist system - Heavy	1,527.47 SF	0.00	3.90	2.75	5,959.88
37. Clean the walls and ceiling - Heavy	2,752.50 SF	0.00	1.30	2.48	3,580.73
38. HEPA Vacuuming - Detailed - (PER SF)	5,807.44 SF	0.00	1.53	0.00	8,885.38
39. Deodorize building - Ozone & hydroxyl treatment	27,494. CF 50	0.00	0.06	0.00	1,649.67
<b>Totals: Lab</b>				5.23	20,075.66



# ATI Restoration, LLC

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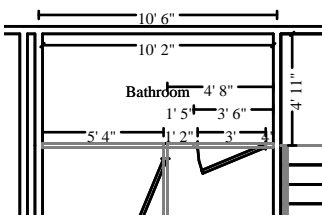
## Stairway

**Height: 18'**

356.08 SF Walls	54.68 SF Ceiling
410.76 SF Walls & Ceiling	54.68 SF Floor
6.08 SY Flooring	17.92 LF Floor Perimeter
21.50 LF Ceil. Perimeter	

<b>Missing Wall</b>	<b>4' 7" X 18'</b>	<b>Opens into STAIRS</b>
<b>Missing Wall</b>	<b>7" X 18'</b>	<b>Opens into STAIRWAY</b>
<b>Missing Wall</b>	<b>4' 9" X 18'</b>	<b>Opens into STAIRS2</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into HANGER</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
40. Clean floor or roof joist system - Heavy	54.68 SF	0.00	3.90	0.10	213.35
41. Clean the walls and ceiling - Heavy	356.08 SF	0.00	1.30	0.32	463.22
42. HEPA Vacuuming - Detailed - (PER SF)	465.44 SF	0.00	1.53	0.00	712.12
43. Deodorize building - Ozone & hydroxyl treatment	984.25 CF	0.00	0.06	0.00	59.06
<b>Totals: Stairway</b>				<b>0.42</b>	<b>1,447.75</b>



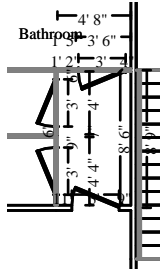
## Bathroom

**Height: 9'**

217.67 SF Walls	49.14 SF Ceiling
266.81 SF Walls & Ceiling	49.14 SF Floor
5.46 SY Flooring	20.50 LF Floor Perimeter
20.00 LF Ceil. Perimeter	

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**CONTINUED - Bathroom**

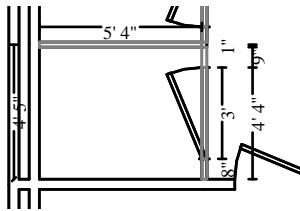


**Subroom: Bathroom (2)**

**Height: 9'**

126.83 SF Walls	39.67 SF Ceiling
166.50 SF Walls & Ceiling	39.67 SF Floor
4.41 SY Flooring	13.17 LF Floor Perimeter
13.33 LF Ceil. Perimeter	

Missing Wall - Goes to Ceiling	4' X 1' 10"	Opens into TOILET_AREA
Door	3' X 5'	Opens into TOILET_AREA
Missing Wall - Goes to Floor	3' X 1'	Opens into TOILET_AREA
Missing Wall - Goes to neither Floor/Ceiling	3' X 1'	Opens into TOILET_AREA
Missing Wall - Goes to neither Floor/Ceiling	1' 2" X 1'	Opens into TOILET_AREA
Missing Wall - Goes to Ceiling	4' 8" X 1' 10"	Opens into TOILET_AREA
Missing Wall - Goes to Floor	1' 2" X 1'	Opens into TOILET_AREA
Door	3' X 5'	Opens into TOILET_AREA
Missing Wall - Goes to Floor	3' X 1'	Opens into TOILET_AREA
Missing Wall - Goes to neither Floor/Ceiling	3' X 1'	Opens into TOILET_AREA
Door	3' X 7'	Opens into WASH_ROOM
Missing Wall - Goes to Ceiling	4' 4" X 1' 10"	Opens into TOILET_AREA1
Door	3' X 5'	Opens into TOILET_AREA1
Missing Wall - Goes to Floor	3' X 1'	Opens into TOILET_AREA1
Missing Wall - Goes to neither Floor/Ceiling	3' X 1'	Opens into TOILET_AREA1



**Subroom: Bathroom (3)**

**Height: 9'**

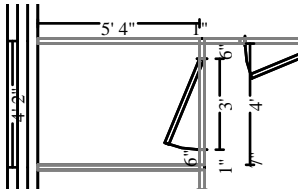
123.72 SF Walls	23.11 SF Ceiling
146.83 SF Walls & Ceiling	23.11 SF Floor
2.57 SY Flooring	11.00 LF Floor Perimeter
9.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor	5' 4" X 1'	Opens into TOILET_AREA
Missing Wall - Goes to Ceiling	5' 4" X 3'	Opens into TOILET_AREA
Missing Wall - Goes to Ceiling	4' 4" X 1' 10"	Opens into BATHROOM
Door	3' X 5'	Opens into BATHROOM
Missing Wall - Goes to Floor	3' X 1'	Opens into BATHROOM
Missing Wall - Goes to neither Floor/Ceiling	3' X 1'	Opens into BATHROOM



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**CONTINUED - Bathroom**



**Subroom: Bathroom (1)**

**Height: 9'**

97.89 SF Walls	21.33 SF Ceiling
119.22 SF Walls & Ceiling	21.33 SF Floor
2.37 SY Flooring	5.00 LF Floor Perimeter
4.00 LF Ceil. Perimeter	

Missing Wall - Goes to Floor	5' 4" X 1'	Opens into TOILET_ARE
Missing Wall - Goes to neither Floor/Ceiling	5' 4" X 1'	Opens into TOILET_ARE
Missing Wall - Goes to Ceiling	5' 4" X 1' 10"	Opens into TOILET_ARE
Missing Wall - Goes to Floor	5' 4" X 1'	Opens into TOILET_AREA1
Missing Wall - Goes to Ceiling	5' 4" X 3'	Opens into TOILET_AREA1
Missing Wall - Goes to Ceiling	4' X 1' 10"	Opens into BATHROOM
Door	3' X 5'	Opens into BATHROOM
Missing Wall - Goes to Floor	3' X 1'	Opens into BATHROOM
Missing Wall - Goes to neither Floor/Ceiling	3' X 1'	Opens into BATHROOM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
44. Clean floor or roof joist system - Heavy	133.25 SF	0.00	3.90	0.24	519.92
45. Clean the walls and ceiling - Heavy	566.11 SF	0.00	1.30	0.51	736.45
46. HEPA Vacuuming - Detailed - (PER SF)	832.61 SF	0.00	1.53	0.00	1,273.89
47. Deodorize building - Ozone & hydroxyl treatment	1,199.25 CF	0.00	0.06	0.00	71.96
Totals: Bathroom				0.75	2,602.22



**Stairway**

**Height: 17'**

80.04 SF Walls	6.90 SF Ceiling
86.95 SF Walls & Ceiling	6.90 SF Floor
0.77 SY Flooring	11.83 LF Floor Perimeter
24.25 LF Ceil. Perimeter	

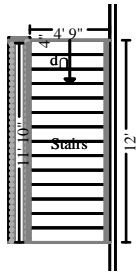
Missing Wall - Goes to Floor	7" X 9'	Opens into STAIRS1
Missing Wall - Goes to Floor	11' 10" X 18'	Opens into STAIRS2
Missing Wall	7" X 17'	Opens into STAIRWAY1



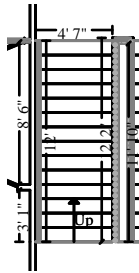
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**CONTINUED - Stairway**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
48. Clean floor or roof joist system - Heavy	6.90 SF	0.00	3.90	0.01	26.92
49. Clean the walls and ceiling - Heavy	80.04 SF	0.00	1.30	0.07	104.12
50. HEPA Vacuuming - Detailed - (PER SF)	93.85 SF	0.00	1.53	0.00	143.59
51. Deodorize building - Ozone & hydroxyl treatment	117.35 CF	0.00	0.06	0.00	7.04
<b>Totals: Stairway</b>				0.08	281.67


**Stairs**
**Height: 18' 6"**

325.77 SF Walls	57.00 SF Ceiling
382.77 SF Walls & Ceiling	105.03 SF Floor
11.67 SY Flooring	14.94 LF Floor Perimeter
12.00 LF Ceil. Perimeter	

**Missing Wall**
**4' 9" X 18' 5 11/16"**
**Opens into STAIRWAY1**
**Missing Wall - Goes to Floor**
**11' 10" X 18'**
**Opens into STAIRWAY**

**Subroom: Stairs (2)**
**Height: 18'**

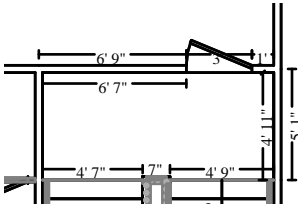
311.20 SF Walls	55.00 SF Ceiling
366.20 SF Walls & Ceiling	101.34 SF Floor
11.26 SY Flooring	14.94 LF Floor Perimeter
12.00 LF Ceil. Perimeter	

**Missing Wall**
**4' 7" X 18'**
**Opens into STAIRWAY1**
**Missing Wall**
**4' 7" X 18'**
**Opens into STAIRS1**



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**CONTINUED - Stairs**



**Subroom: Stairs (1)**

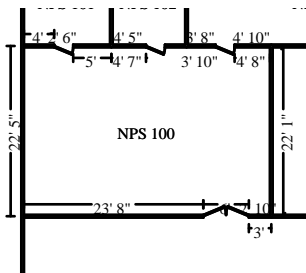
**Height: 8' 6"**

183.15 SF Walls	51.83 SF Ceiling
234.98 SF Walls & Ceiling	51.83 SF Floor
5.76 SY Flooring	20.42 LF Floor Perimeter
20.42 LF Ceil. Perimeter	

<b>Missing Wall</b>	<b>4' 7" X 8' 5 11/16"</b>	<b>Opens into STAIRS</b>
<b>Missing Wall - Goes to Floor</b>	<b>7" X 9"</b>	<b>Opens into STAIRWAY</b>
<b>Missing Wall</b>	<b>4' 9" X 8' 5 11/16"</b>	<b>Opens into STAIRS2</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into NPS_104</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
52. Clean floor or roof joist system - Heavy	163.83 SF	0.00	3.90	0.30	639.24
53. Clean the walls and ceiling - Heavy	820.13 SF	0.00	1.30	0.74	1,066.91
54. HEPA Vacuuming - Detailed - (PER SF)	1,242.15 SF	0.00	1.53	0.00	1,900.49
55. Deodorize building - Ozone & hydroxyl treatment	1,984.05 CF	0.00	0.06	0.00	119.04

Totals: Stairs 1.04 3,725.68



**NPS 100**

**Height: 8'**

780.63 SF Walls	715.87 SF Ceiling
1,496.49 SF Walls & Ceiling	715.87 SF Floor
79.54 SY Flooring	95.50 LF Floor Perimeter
109.00 LF Ceil. Perimeter	

<b>Door</b>	<b>6' X 7'</b>	<b>Opens into HANGER</b>
<b>Door</b>	<b>2' 6" X 6' 7"</b>	<b>Opens into NPS_103</b>
<b>Door</b>	<b>2' 6" X 6' 7"</b>	<b>Opens into NPS_102</b>
<b>Door</b>	<b>2' 6" X 6' 7"</b>	<b>Opens into NPS_101</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
56. Clean floor or roof joist system - Heavy	715.87 SF	0.00	3.90	1.29	2,793.18



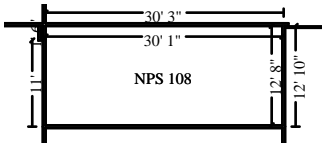
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**CONTINUED - NPS 100**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
57. Clean the walls and ceiling - Heavy	780.63 SF	0.00	1.30	0.70	1,015.52
58. HEPA Vacuuming - Detailed - (PER SF)	2,212.36 SF	0.00	1.53	0.00	3,384.91
59. Deodorize building - Ozone & hydroxyl treatment	5,726.94 CF	0.00	0.06	0.00	343.62
Totals: NPS 100				1.99	7,537.23

**NPS 108**

**Height: 18'**

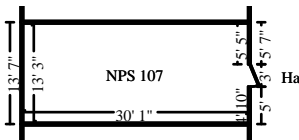


1,537.63 SF Walls	379.91 SF Ceiling
1,917.55 SF Walls & Ceiling	379.91 SF Floor
42.21 SY Flooring	85.42 LF Floor Perimeter
85.42 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
60. Clean floor or roof joist system - Heavy	379.91 SF	0.00	3.90	0.68	1,482.33
61. Clean the walls and ceiling - Heavy	1,537.63 SF	0.00	1.30	1.38	2,000.30
62. HEPA Vacuuming - Detailed - (PER SF)	2,297.46 SF	0.00	1.53	0.00	3,515.11
63. Deodorize building - Ozone & hydroxyl treatment	6,838.43 CF	0.00	0.06	0.00	410.31
Totals: NPS 108				2.06	7,408.05

**NPS 107**

**Height: 18'**



1,540.24 SF Walls	399.64 SF Ceiling
1,939.89 SF Walls & Ceiling	399.64 SF Floor
44.40 SY Flooring	83.74 LF Floor Perimeter
86.74 LF Ceil. Perimeter	

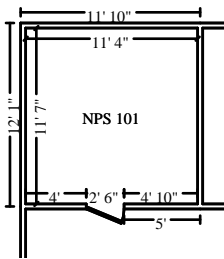
Door	3' X 7'	Opens into HALLWAY			
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL



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**CONTINUED - NPS 107**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
64. Clean floor or roof joist system - Heavy	399.64 SF	0.00	3.90	0.72	1,559.32
65. Clean the walls and ceiling - Heavy	1,540.24 SF	0.00	1.30	1.39	2,003.70
66. HEPA Vacuuming - Detailed - (PER SF)	2,339.53 SF	0.00	1.53	0.00	3,579.48
67. Deodorize building - Ozone & hydroxyl treatment	7,193.57 CF	0.00	0.06	0.00	431.61
<b>Totals: NPS 107</b>				<b>2.11</b>	<b>7,574.11</b>



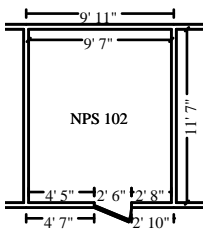
**NPS 101**

**Height: 8'**

351.27 SF Walls	132.04 SF Ceiling
483.31 SF Walls & Ceiling	132.04 SF Floor
14.67 SY Flooring	43.47 LF Floor Perimeter
45.97 LF Ceil. Perimeter	

**Door** **2' 6" X 6' 7"** **Opens into NPS\_100**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
68. Clean floor or roof joist system - Heavy	132.04 SF	0.00	3.90	0.24	515.20
69. Clean the walls and ceiling - Heavy	351.27 SF	0.00	1.30	0.32	456.97
70. HEPA Vacuuming - Detailed - (PER SF)	615.35 SF	0.00	1.53	0.00	941.49
71. Deodorize building - Ozone & hydroxyl treatment	1,056.31 CF	0.00	0.06	0.00	63.38
<b>Totals: NPS 101</b>				<b>0.56</b>	<b>1,977.04</b>



**NPS 102**

**Height: 8'**

322.36 SF Walls	111.04 SF Ceiling
433.40 SF Walls & Ceiling	111.04 SF Floor
12.34 SY Flooring	39.85 LF Floor Perimeter
42.35 LF Ceil. Perimeter	

**Door** **2' 6" X 6' 7"** **Opens into NPS\_100**



**ATI Restoration, LLC**

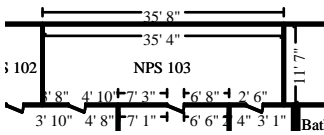
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**CONTINUED - NPS 102**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
72. Clean floor or roof joist system - Heavy	111.04 SF	0.00	3.90	0.20	433.26
73. Clean the walls and ceiling - Heavy	322.36 SF	0.00	1.30	0.29	419.36
74. HEPA Vacuuming - Detailed - (PER SF)	544.44 SF	0.00	1.53	0.00	832.99
75. Deodorize building - Ozone & hydroxyl treatment	888.33 CF	0.00	0.06	0.00	53.30
<b>Totals: NPS 102</b>				<b>0.49</b>	<b>1,738.91</b>

**NPS 103**

**Height: 8'**



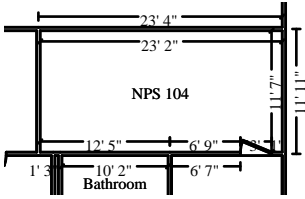
701.90 SF Walls	410.62 SF Ceiling
1,112.52 SF Walls & Ceiling	410.62 SF Floor
45.62 SY Flooring	86.41 LF Floor Perimeter
93.91 LF Ceil. Perimeter	

<b>Door</b>	<b>2' 6" X 6' 7"</b>	<b>Opens into OFFICE</b>
<b>Door</b>	<b>2' 6" X 6' 7"</b>	<b>Opens into NPS_100</b>
<b>Door</b>	<b>2' 6" X 6' 7"</b>	<b>Opens into KITCHEN</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
76. Clean floor or roof joist system - Heavy	410.62 SF	0.00	3.90	0.74	1,602.16
77. Clean the walls and ceiling - Heavy	701.90 SF	0.00	1.30	0.63	913.10
78. HEPA Vacuuming - Detailed - (PER SF)	1,523.14 SF	0.00	1.53	0.00	2,330.40
79. Deodorize building - Ozone & hydroxyl treatment	3,284.96 CF	0.00	0.06	0.00	197.10
<b>Totals: NPS 103</b>				<b>1.37</b>	<b>5,042.76</b>



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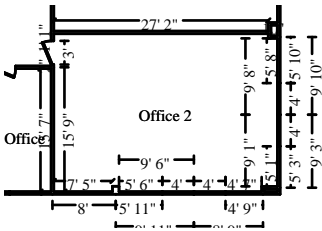
**NPS 104**

**Height: 8'**

535.61 SF Walls	269.23 SF Ceiling
804.84 SF Walls & Ceiling	269.23 SF Floor
29.91 SY Flooring	66.58 LF Floor Perimeter
69.58 LF Ceil. Perimeter	

<b>Door</b>	<b>3' X 7'</b>	<b>Opens into STAIRS1</b>			
<b>DESCRIPTION</b>	<b>QTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TAX</b>	<b>TOTAL</b>
80. Clean floor or roof joist system - Heavy	269.23 SF	0.00	3.90	0.48	1,050.48
81. Clean the walls and ceiling - Heavy	535.61 SF	0.00	1.30	0.48	696.77
82. HEPA Vacuuming - Detailed - (PER SF)	1,074.06 SF	0.00	1.53	0.00	1,643.31
83. Deodorize building - Ozone & hydroxyl treatment	2,153.82 CF	0.00	0.06	0.00	129.23
Totals: NPS 104				0.96	3,519.79
Total: 1st Floor				<b>75.88</b>	<b>314,786.26</b>

**2nd Floor**



**Office 2**

**Height: 9'**

815.91 SF Walls	563.95 SF Ceiling
1,379.85 SF Walls & Ceiling	563.95 SF Floor
62.66 SY Flooring	95.03 LF Floor Perimeter
98.03 LF Ceil. Perimeter	

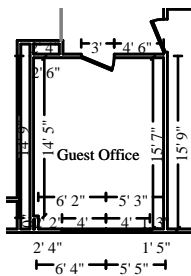
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into SECOND_HALLW</b>
<b>Window</b>	<b>4' X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' X 1' 5"</b>	<b>Opens into Exterior</b>



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**CONTINUED - Office 2**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
84. Clean floor or roof joist system - Heavy	563.95 SF	0.00	3.90	1.02	2,200.43
85. Clean the walls and ceiling - Heavy	815.91 SF	0.00	1.30	0.73	1,061.41
86. HEPA Vacuuming - Detailed - (PER SF)	1,943.80 SF	0.00	1.53	0.00	2,974.01
87. Deodorize building - Ozone & hydroxyl treatment	5,081.88 CF	0.00	0.06	0.00	304.91
Totals: Office 2				1.75	6,540.76



**Guest Office**

**Height: 9'**

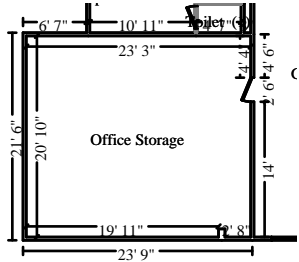
449.83 SF Walls	183.91 SF Ceiling
633.74 SF Walls & Ceiling	183.91 SF Floor
20.43 SY Flooring	51.83 LF Floor Perimeter
54.83 LF Ceil. Perimeter	

<b>Window</b>	<b>4' X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into SECOND_HALLW</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
88. Clean floor or roof joist system - Heavy	183.91 SF	0.00	3.90	0.33	717.58
89. Clean the walls and ceiling - Heavy	449.83 SF	0.00	1.30	0.41	585.19
90. HEPA Vacuuming - Detailed - (PER SF)	817.64 SF	0.00	1.53	0.00	1,250.99
91. Deodorize building - Ozone & hydroxyl treatment	1,655.15 CF	0.00	0.06	0.00	99.31
Totals: Guest Office				0.74	2,653.07



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**Office Storage**

**Height: 9'**

791.24 SF Walls	483.70 SF Ceiling
1,274.94 SF Walls & Ceiling	483.70 SF Floor
53.74 SY Flooring	87.36 LF Floor Perimeter
89.86 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
92. Clean floor or roof joist system - Heavy	483.70 SF	0.00	3.90	0.87	1,887.30
93. Clean the walls and ceiling - Heavy	791.24 SF	0.00	1.30	0.71	1,029.32
94. HEPA Vacuuming - Detailed - (PER SF)	1,758.64 SF	0.00	1.53	0.00	2,690.72
95. Deodorize building - Ozone & hydroxyl treatment	4,359.38 CF	0.00	0.06	0.00	261.56
<b>Totals: Office Storage</b>				1.58	5,868.90



**Guest Room**

**Height: 9'**

771.14 SF Walls	620.51 SF Ceiling
1,391.65 SF Walls & Ceiling	620.51 SF Floor
68.95 SY Flooring	87.08 LF Floor Perimeter
92.58 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
96. Clean floor or roof joist system - Heavy	620.51 SF	0.00	3.90	1.12	2,421.11
97. Clean the walls and ceiling - Heavy	771.14 SF	0.00	1.30	0.69	1,003.17

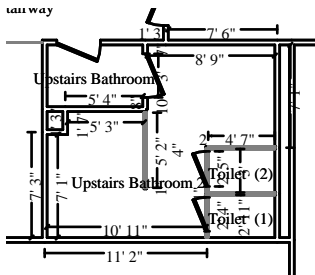
<b>Window</b>	<b>4' 2" X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 2" X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 2" X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 2" X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>2' 6" X 7'</b>	<b>Opens into OFFICE_STORA</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into SECOND_HALL1</b>
<b>Missing Wall</b>	<b>17' 3" X 9'</b>	<b>Opens into SECOND_HALLW</b>



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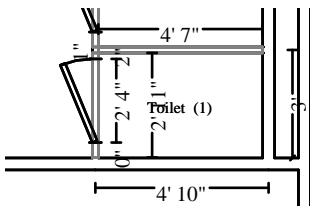
**CONTINUED - Guest Room**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
98. HEPA Vacuuming - Detailed - (PER SF)	2,012.17 SF	0.00	1.53	0.00	3,078.62
99. Deodorize building - Ozone & hydroxyl treatment	5,584.63 CF	0.00	0.06	0.00	335.08
<b>Totals: Guest Room</b>				1.81	6,837.98


**Upstairs Bathroom 2**
**Height: 9'**

487.68 SF Walls	143.02 SF Ceiling
630.69 SF Walls & Ceiling	143.02 SF Floor
15.89 SY Flooring	44.56 LF Floor Perimeter
47.64 LF Ceil. Perimeter	

<b>Door</b>	<b>3' X 7'</b>	<b>Opens into UPSTAIRS_BAT</b>
<b>Missing Wall - Goes to Floor</b>	<b>5' 2" X 1'</b>	<b>Opens into UPSTAIRS_BA1</b>
<b>Missing Wall - Goes to Ceiling</b>	<b>5' 2" X 3'</b>	<b>Opens into UPSTAIRS_BA1</b>


**Subroom: Toilet (1)**
**Height: 9'**

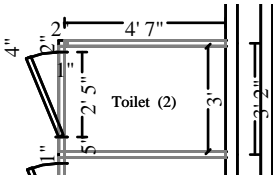
93.57 SF Walls	13.43 SF Ceiling
107.00 SF Walls & Ceiling	13.43 SF Floor
1.49 SY Flooring	7.53 LF Floor Perimeter
7.53 LF Ceil. Perimeter	

<b>Missing Wall - Goes to Floor</b>	<b>4' 7" X 1'</b>	<b>Opens into TOILET</b>
<b>Missing Wall - Goes to Ceiling</b>	<b>4' 7" X 3'</b>	<b>Opens into TOILET</b>
<b>Missing Wall - Goes to Floor</b>	<b>2' 11" X 1'</b>	<b>Opens into UPSTAIRS_BA1</b>
<b>Missing Wall - Goes to Ceiling</b>	<b>2' 11" X 3'</b>	<b>Opens into UPSTAIRS_BA1</b>
<b>Door</b>	<b>2' 4" X 5'</b>	<b>Opens into UPSTAIRS_BA1</b>



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**CONTINUED - Upstairs Bathroom 2**



**Subroom: Toilet (2)**

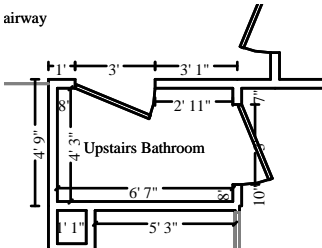
**Height: 9'**

76.00 SF Walls	13.75 SF Ceiling
89.75 SF Walls & Ceiling	13.75 SF Floor
1.53 SY Flooring	3.00 LF Floor Perimeter
3.08 LF Ceil. Perimeter	

<b>Missing Wall - Goes to Floor</b>	<b>4' 7" X 1'</b>	<b>Opens into TOILET_AREA</b>
<b>Missing Wall - Goes to Ceiling</b>	<b>4' 7" X 3'</b>	<b>Opens into TOILET_AREA</b>
<b>Missing Wall - Goes to Floor</b>	<b>4' 7" X 1'</b>	<b>Opens into UPSTAIRS_BA1</b>
<b>Missing Wall - Goes to Ceiling</b>	<b>4' 6" X 3'</b>	<b>Opens into UPSTAIRS_BA1</b>
<b>Missing Wall - Goes to Floor</b>	<b>3' X 1'</b>	<b>Opens into UPSTAIRS_BA1</b>
<b>Missing Wall - Goes to Ceiling</b>	<b>3' X 3'</b>	<b>Opens into UPSTAIRS_BA1</b>
<b>Door</b>	<b>2' 5" X 5'</b>	<b>Opens into UPSTAIRS_BA1</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
100. Clean floor or roof joist system - Heavy	170.19 SF	0.00	3.90	0.31	664.05
101. Clean the walls and ceiling - Heavy	657.25 SF	0.00	1.30	0.59	855.02
102. HEPA Vacuuming - Detailed - (PER SF)	997.64 SF	0.00	1.53	0.00	1,526.39
103. Deodorize building - Ozone & hydroxyl treatment	1,539.61 CF	0.00	0.06	0.00	92.38

Totals: Upstairs Bathroom 2 0.90 3,137.84



**Upstairs Bathroom**

**Height: 9'**

153.00 SF Walls	27.98 SF Ceiling
180.98 SF Walls & Ceiling	27.98 SF Floor
3.11 SY Flooring	15.67 LF Floor Perimeter
21.67 LF Ceil. Perimeter	

<b>Door</b>	<b>3' X 7'</b>	<b>Opens into STAIRWAY</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into UPSTAIRS_BA1</b>

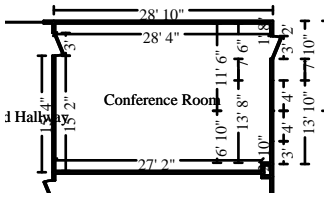
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
104. Clean floor or roof joist system - Heavy	27.98 SF	0.00	3.90	0.05	109.17



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**CONTINUED - Upstairs Bathroom**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
105. Clean the walls and ceiling - Heavy	153.00 SF	0.00	1.30	0.14	199.04
106. HEPA Vacuuming - Detailed - (PER SF)	208.96 SF	0.00	1.53	0.00	319.71
107. Deodorize building - Ozone & hydroxyl treatment	251.81 CF	0.00	0.06	0.00	15.11
Totals: Upstairs Bathroom				0.19	643.03



**Conference Room**

**Height: 9'**

794.83 SF Walls	548.88 SF Ceiling
1,343.71 SF Walls & Ceiling	548.88 SF Floor
60.99 SY Flooring	89.50 LF Floor Perimeter
95.50 LF Ceil. Perimeter	

<b>Door</b>	<b>3' X 7'</b>	<b>Opens into SECOND_HALLW</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' X 1' 5"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' X 1' 5"</b>	<b>Opens into Exterior</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
108. Clean floor or roof joist system - Heavy	548.88 SF	0.00	3.90	0.99	2,141.62
109. Clean the walls and ceiling - Heavy	794.83 SF	0.00	1.30	0.72	1,034.00
110. HEPA Vacuuming - Detailed - (PER SF)	1,892.58 SF	0.00	1.53	0.00	2,895.65
111. Deodorize building - Ozone & hydroxyl treatment	4,939.88 CF	0.00	0.06	0.00	296.39
Totals: Conference Room				1.71	6,367.66

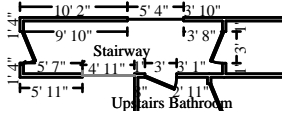


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## Stairway

**Height: 9'**

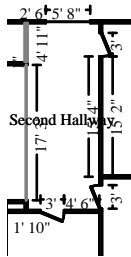


300.42 SF Walls	94.99 SF Ceiling
395.40 SF Walls & Ceiling	94.99 SF Floor
10.55 SY Flooring	33.75 LF Floor Perimeter
42.75 LF Ceil. Perimeter	

<b>Door</b>	<b>3' X 7'</b>	<b>Opens into Exterior</b>
<b>Missing Wall</b>	<b>5 3/16" X 9'</b>	<b>Opens into STAIRWAY</b>
<b>Missing Wall</b>	<b>4' 11" X 9'</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into UPSTAIRS_BAT</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into SECOND_HALL1</b>
<b>Window</b>	<b>5' 4" X 4'</b>	<b>Opens into Exterior</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
112. Clean floor or roof joist system - Heavy	94.99 SF	0.00	3.90	0.17	370.63
113. Clean the walls and ceiling - Heavy	300.42 SF	0.00	1.30	0.27	390.82
114. HEPA Vacuuming - Detailed - (PER SF)	490.39 SF	0.00	1.53	0.00	750.30
115. Deodorize building - Ozone & hydroxyl treatment	854.88 CF	0.00	0.06	0.00	51.29

Totals: Stairway 0.44 1,563.04



## Second Hallway

**Height: 9'**

308.83 SF Walls	221.35 SF Ceiling
530.18 SF Walls & Ceiling	221.35 SF Floor
24.59 SY Flooring	34.83 LF Floor Perimeter
43.83 LF Ceil. Perimeter	

<b>Door</b>	<b>3' X 7'</b>	<b>Opens into GUEST_OFFICE</b>
<b>Missing Wall</b>	<b>17' 3" X 9'</b>	<b>Opens into GUEST_ROOM</b>
<b>Window</b>	<b>5' 8" X 4'</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into CONFERENCE_R</b>
<b>Door</b>	<b>3' X 7'</b>	<b>Opens into OFFICE_2</b>

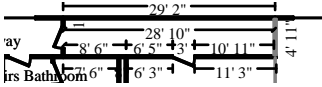


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**CONTINUED - Second Hallway**

**Subroom: Second Hallway (1)**

**Height: 9'**



522.75 SF Walls  
 666.92 SF Walls & Ceiling  
 16.02 SY Flooring  
 62.75 LF Ceil. Perimeter  
 144.17 SF Ceiling  
 144.17 SF Floor  
 56.75 LF Floor Perimeter

**Door** 3' X 7' **Opens into STAIRWAY**  
**Door** 3' X 7' **Opens into GUEST\_ROOM**  
**Missing Wall** 4' 11" X 9' **Opens into SECOND\_HALLW**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
116. Clean floor or roof joist system - Heavy	365.51 SF	0.00	3.90	0.66	1,426.15
117. Clean the walls and ceiling - Heavy	831.58 SF	0.00	1.30	0.75	1,081.80
118. HEPA Vacuuming - Detailed - (PER SF)	1,562.61 SF	0.00	1.53	0.00	2,390.79
119. Deodorize building - Ozone & hydroxyl treatment	3,289.63 CF	0.00	0.06	0.00	197.38
Totals: Second Hallway				1.41	5,096.12
Total: 2nd Floor				<b>10.53</b>	<b>38,708.40</b>
<b>Line Item Totals: MARINA-2</b>				<b>693.31</b>	<b>404,014.24</b>

**Grand Total Areas:**

39,620.10 SF Walls	28,967.58 SF Ceiling	68,587.68 SF Walls and Ceiling
29,061.95 SF Floor	3,229.11 SY Flooring	2,350.18 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	2,776.81 LF Ceil. Perimeter
29,061.95 Floor Area	29,617.30 Total Area	38,337.08 Interior Wall Area
17,091.93 Exterior Wall Area	1,099.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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<b>Coverage</b>	<b>Item Total</b>	<b>%</b>	<b>ACV Total</b>	<b>%</b>
Dwelling	404,014.24	100.00%	404,014.24	100.00%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	0.00	0.00%	0.00	0.00%
<b>Total</b>	<b>404,014.24</b>	<b>100.00%</b>	<b>404,014.24</b>	<b>100.00%</b>



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**Summary for Dwelling**

Line Item Total	403,320.93
Material Sales Tax	693.31
<b>Replacement Cost Value</b>	<b>\$404,014.24</b>
<b>Net Claim</b>	<b>\$404,014.24</b>

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Justus Manderbach



**ATI Restoration, LLC**

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**Recap of Taxes**

	<b>Material Sales Tax (9%)</b>	<b>Storage Rental Tax (9%)</b>
<b>Line Items</b>	693.31	0.00
<b>Total</b>	<b>693.31</b>	<b>0.00</b>





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**Recap by Room**

**Estimate: MARINA-2**

**Equipment** 28,781.16 7.14%

Coverage: Dwelling 100.00% = 28,781.16

**General Items** 21,131.52 5.24%

Coverage: Dwelling 100.00% = 21,131.52

**Area: 1st Floor**

**Machine Room** 49,197.83 12.20%

Coverage: Dwelling 100.00% = 49,197.83

**Hallway** 9,811.58 2.43%

Coverage: Dwelling 100.00% = 9,811.58

**NPS 108** 7,473.26 1.85%

Coverage: Dwelling 100.00% = 7,473.26

**Wash room** 1,448.36 0.36%

Coverage: Dwelling 100.00% = 1,448.36

**Kitchen** 2,885.71 0.72%

Coverage: Dwelling 100.00% = 2,885.71

**Office** 4,478.10 1.11%

Coverage: Dwelling 100.00% = 4,478.10

**Hanger** 176,501.73 43.76%

Coverage: Dwelling 100.00% = 176,501.73

**Lab** 20,070.43 4.98%

Coverage: Dwelling 100.00% = 20,070.43

**Stairway** 1,447.33 0.36%

Coverage: Dwelling 100.00% = 1,447.33

**Bathroom** 2,601.47 0.65%

Coverage: Dwelling 100.00% = 2,601.47

**Stairway** 281.59 0.07%

Coverage: Dwelling 100.00% = 281.59

**Stairs** 3,724.64 0.92%

Coverage: Dwelling 100.00% = 3,724.64

**NPS 100** 7,535.24 1.87%

Coverage: Dwelling 100.00% = 7,535.24

**NPS 108** 7,405.99 1.84%

Coverage: Dwelling 100.00% = 7,405.99

**NPS 107** 7,572.00 1.88%

Coverage: Dwelling 100.00% = 7,572.00

**NPS 101** 1,976.48 0.49%

Coverage: Dwelling 100.00% = 1,976.48

**NPS 102** 1,738.42 0.43%

Coverage: Dwelling 100.00% = 1,738.42



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<b>NPS 103</b>		<b>5,041.39</b>	<b>1.25%</b>
Coverage: Dwelling	100.00% =	5,041.39	
<b>NPS 104</b>		<b>3,518.83</b>	<b>0.87%</b>
Coverage: Dwelling	100.00% =	3,518.83	
<hr/>			
<b>Area Subtotal: 1st Floor</b>		<b>314,710.38</b>	<b>78.03%</b>
Coverage: Dwelling	100.00% =	314,710.38	
<b>Area: 2nd Floor</b>			
<b>Office 2</b>		<b>6,539.01</b>	<b>1.62%</b>
Coverage: Dwelling	100.00% =	6,539.01	
<b>Guest Office</b>		<b>2,652.33</b>	<b>0.66%</b>
Coverage: Dwelling	100.00% =	2,652.33	
<b>Office Storage</b>		<b>5,867.32</b>	<b>1.45%</b>
Coverage: Dwelling	100.00% =	5,867.32	
<b>Guest Room</b>		<b>6,836.17</b>	<b>1.69%</b>
Coverage: Dwelling	100.00% =	6,836.17	
<b>Upstairs Bathroom 2</b>		<b>3,136.94</b>	<b>0.78%</b>
Coverage: Dwelling	100.00% =	3,136.94	
<b>Upstairs Bathroom</b>		<b>642.84</b>	<b>0.16%</b>
Coverage: Dwelling	100.00% =	642.84	
<b>Conference Room</b>		<b>6,365.95</b>	<b>1.58%</b>
Coverage: Dwelling	100.00% =	6,365.95	
<b>Stairway</b>		<b>1,562.60</b>	<b>0.39%</b>
Coverage: Dwelling	100.00% =	1,562.60	
<b>Second Hallway</b>		<b>5,094.71</b>	<b>1.26%</b>
Coverage: Dwelling	100.00% =	5,094.71	
<hr/>			
<b>Area Subtotal: 2nd Floor</b>		<b>38,697.87</b>	<b>9.59%</b>
Coverage: Dwelling	100.00% =	38,697.87	
<hr/>			
<b>Subtotal of Areas</b>		<b>403,320.93</b>	<b>100.00%</b>
Coverage: Dwelling	100.00% =	403,320.93	
<hr/>			
<b>Total</b>		<b>403,320.93</b>	<b>100.00%</b>

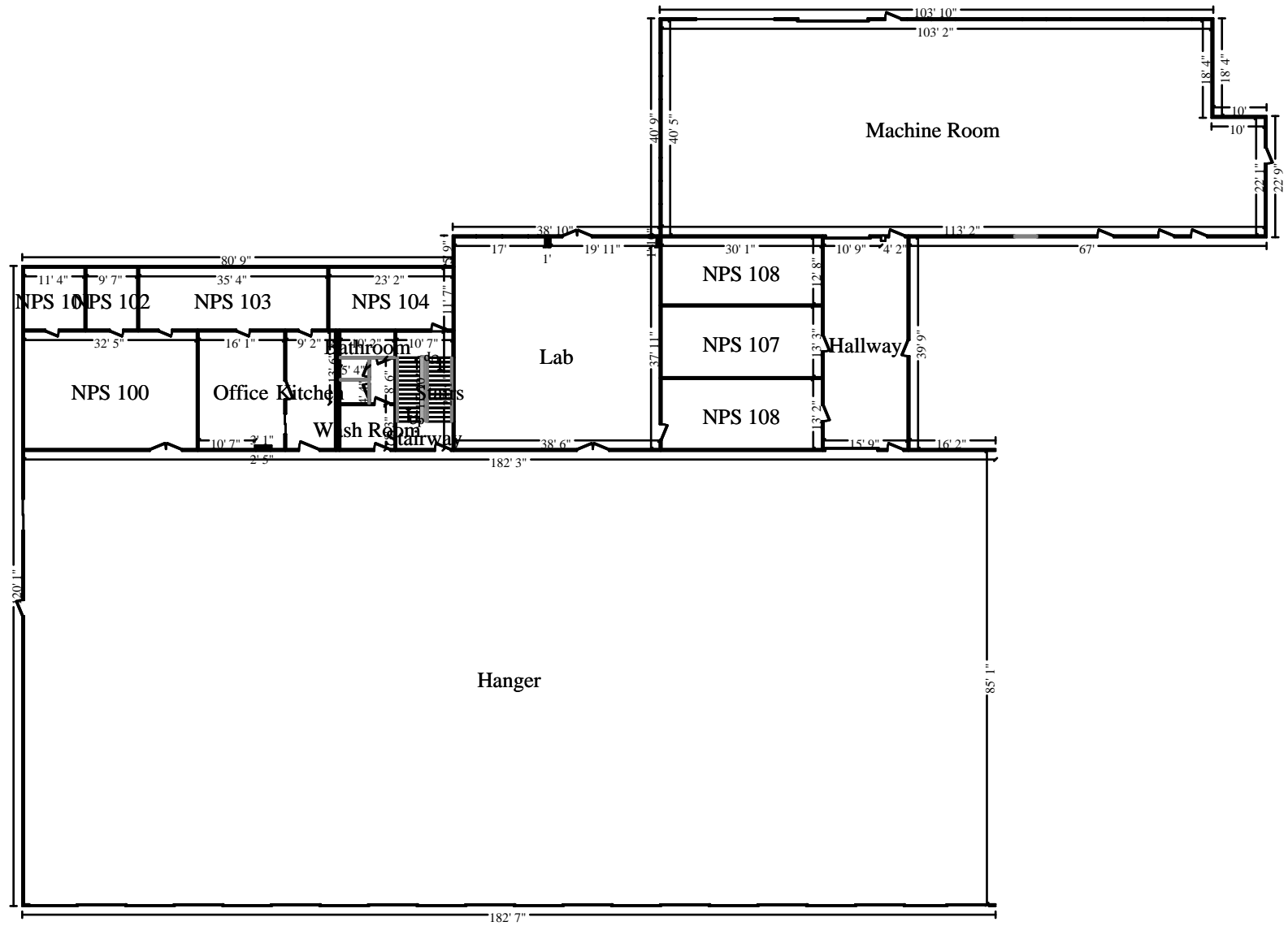


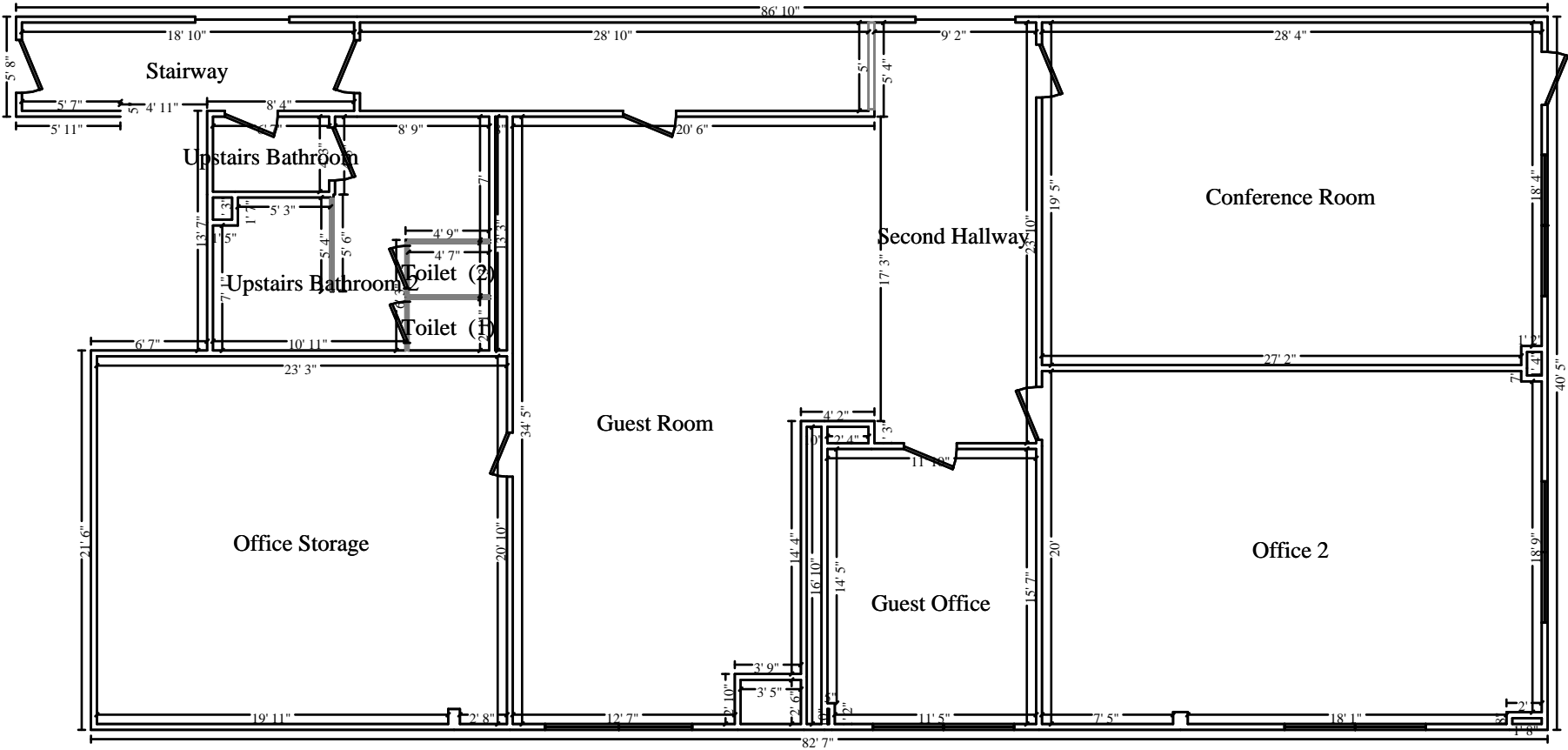
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**Recap by Category**

<b>Items</b>			<b>Total</b>	<b>%</b>
<b>CLEANING</b>			<b>43,943.31</b>	<b>10.88%</b>
Coverage: Dwelling	@	100.00% =	43,943.31	
<b>HEAVY EQUIPMENT</b>			<b>21,131.52</b>	<b>5.23%</b>
Coverage: Dwelling	@	100.00% =	21,131.52	
<b>HAZARDOUS MATERIAL REMEDIATION</b>			<b>311,247.54</b>	<b>77.04%</b>
Coverage: Dwelling	@	100.00% =	311,247.54	
<b>WATER EXTRACTION &amp; REMEDIATION</b>			<b>26,998.56</b>	<b>6.68%</b>
Coverage: Dwelling	@	100.00% =	26,998.56	
<b>Subtotal</b>			<b>403,320.93</b>	<b>99.83%</b>
<b>Material Sales Tax</b>			<b>693.31</b>	<b>0.17%</b>
Coverage: Dwelling	@	100.00% =	693.31	
<b>Total</b>			<b>404,014.24</b>	<b>100.00%</b>





## **Exhibit B - Insurance**

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder and the results of that work by Contractor, its agents, representatives, employees or subcontractors.

### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

#### ***Primary Coverage***

For any claims related to this Agreement, Contractor’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its

officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

***Umbrella or Excess Policy***

Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Contractor's primary and excess liability policies are exhausted.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

***Waiver of Subrogation***

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

***Claims Made Policies*** (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Agreement Services.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement of Services.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

***Verification of Coverage***

Contractor shall furnish City with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor’s obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



February 15, 2023

Item No: **10g(2)**

Honorable Mayor and Members  
of the Marina City Council/Airport Commission

City Council Meeting  
of February 22, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MARINA AND DISH WIRELESS, LLC FOR THE CELL SITE LOCATED AT 761 NEESON ROAD, BUILDING 524, AT THE MARINA MUNICIPAL AIRPORT, AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING CITY MANAGER TO EXECUTE THE AMENDMENT TO THE LEASE AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY**

**REQUEST:**

It is requested that the City Council consider:

1. Adopting Resolution No. 2023-, approving a Lease Agreement between City of Marina and DISH Wireless, LLC., for the cell site located at 761 Neeson Road, Building 524, at the Marina Municipal Airport; and
2. Authorizing Finance Director to make necessary accounting and budgetary entries; and
3. Authorizing City Manager to execute the Amendment to the Lease Agreement on behalf of the City, subject to final review and approval by City Attorney.

**BACKGROUND:**

In 2000, the City Council approved a lease agreement with Alpine PCS to install a telecommunications tower on the top of Building 524 at the Marina Municipal Airport. The lease had a maximum term of 25 years. This tower was later abandoned and has been unused for approximately 10-years now.

**ANALYSIS:**

The airport has received a proposal from DISH Wireless, LLC to utilize the existing tower and ground equipment to house their telecommunications equipment. The existing space includes a 260 square foot ground lease area that houses the base equipment and airspace above the south end of the Building 524 roof that supports a tower for the antennae array.

The terms of the proposed lease consist of the following.

New Base Rent	\$2,900.00 per month
New Escalation	2.5 % annually
New Initial Term	60 months (5 years)
# of Renewal Terms	4
Total Term	300 months (25 years)

**FISCAL IMPACT:**

Should the City Council approve this request, anticipated annual rent revenue to the airport will be \$34,800 in year 1. Cell site lease revenue is recorded to Airport Operations Fund 555, Land Rents Antenna, Account No. 555.000.000.00-5450.100.

**CONCLUSION:**

This request is submitted for the City Council/Airport Commission consideration and approval.

Respectfully submitted,

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Matt Mogensen  
Assistant City Manager  
City of Marina

**REVIEWED/CONCUR:**

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Layne Long  
City Manager  
City of Marina

RESOLUTION NO. 2023-\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MARINA AND DISH WIRELESS, LLC FOR THE CELL SITE LOCATED AT 761 NEESON ROAD, BUILDING 524, AT THE MARINA MUNICIPAL AIRPORT, AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING CITY MANAGER TO EXECUTE THE AMENDMENT TO THE LEASE AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY

WHEREAS, in 2000, the City Council approved a lease agreement with Alpine PCS to install a telecommunications tower on the top of Building 524 at the Marina Municipal Airport.

WHEREAS, the Alpine PCS lease had a term of 25 years, consisting of five separate five year extensions. This tower was later abandoned and has been unused for approximately 10-years now; and

WHEREAS, DISH Wireless, LLC has requested to utilize the existing tower and ground equipment to house their telecommunications equipment. The existing space includes a 260 square foot ground lease area that houses the base equipment and airspace above the south end of the Building 524 roof that supports a tower for the antennae array; and

WHEREAS, staff has negotiated a draft lease (**EXHIBIT A**) with the following provisions:

New Base Rent	\$2,900.00 per month
New Escalation	2.5 % annually
New Initial Term	60 months (5 years)
# of Renewal Terms	4
Total Term	300 months (25 years)

WHEREAS, anticipated annual rent revenue to the airport will be \$34,800 in the first year.

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

1. Adopt Resolution No. 2023- , approving a Lease Agreement between City of Marina and DISH Wireless, LLC., for the cell site located at 761 Neeson Road, Building 524, at the Marina Municipal Airport; and
2. Authorize Finance Director to make necessary accounting and budgetary entries; and
3. Authorize City Manager to execute the Amendment to the Lease Agreement on behalf of the City, subject to final review and approval by City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 22<sup>nd</sup> day of February 2023, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

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Bruce C. Delgado, Mayor

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Anita Sharp, Deputy City Clerk

## LEASE AGREEMENT

THIS LEASE (the “Lease”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”) by and between the CITY OF MARINA, a California municipal corporation (“City”), and DISH WIRELESS L.L.C., a Colorado limited liability company (“Tenant” or “Dish”), as follows:

### Recitals:

This Lease is entered into with reference to the following facts and circumstances, which are hereby found and determined by the parties:

- A. City owns and operates the Marina Municipal Airport (the “Airport”) located in the City of Marina. The Airport was formerly known and operated by the U.S. Army as Fritzsche Airfield and was part of the Fort Ord Military Reservation.
- B. City owns or controls certain real property legally described in Exhibit “A” commonly known as Building 524 (the “Building” or “Building 524”), Airport (031-111-026-000) located at 761 Neeson Road, in the County of Monterey, State of California (collectively, the “Property”).
- C. The Property is improved with an abandoned Existing Communications Facility, comprised of an approximately 225 square foot communication ground equipment area located on the southern end of the west elevation of the Building and a communications antennae that extends approximately 19 feet atop the existing 58 foot tall Building.
- D. Tenant desires to use a portion of the Property in connection with its federally licensed communications business. City desires to grant to Tenant the right to use a portion of the Property in accordance with this Lease. A portion of Building 524 is also leased to Joby Aviation. The final portion of the Building 524 is used by the Airport as a pilot’s lounge.
- E. This Lease pertains to minor alterations an existing public structure, and as such, this Lease is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Categorical Exemption 15301, Existing Facility.
- F. It is mutually agreed that this Lease is upon and subject to the following contingency, terms, covenants, conditions and provisions and Tenant covenants, as a material part of the consideration of this Lease, to keep, perform and comply with each and all of said terms, covenants, conditions and provisions to be kept, performed and complied with, and this Lease is made upon the condition of such performance and compliance.

### Terms and Conditions

#### ARTICLE 1. LEASE OF PREMISES, EASEMENT AND RESERVATION, TERM

1.01 **Leased Premises.** City hereby leases to Tenant, and Tenant hereby leases from City a portion of the Property, “”consisting of (a) ground area space of approximately 260 square feet, (b) air

space directly above the ground lease area up to a height of 25 feet above grade, and (c) space on the roof top antenna structure located on the south elevation of the Building, with such easements as are necessary for the placement of additional antennas (“Tenant’s Facilities”) and initial installation as described on attached **Exhibit “B”** (collectively, the “Premises”) in accordance with the terms of this Lease.

The foregoing rights shall terminate simultaneously on expiration or sooner termination of this Lease.

1.02 **Easement and Reservation.** The following easement, as depicted on Exhibit “A”), and reservation is hereby reserved by City, described generally as follows: the hangar apron area directly south of the hangar doors of the structure extending from the west extent of the structure to the east extent of the structure, and extending approximately 60-linear feet south of the hangar doors.

(a) Tenant shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively “Tests”) to determine the suitability of the Premises for Tenant’s (as defined herein) and for the purpose of preparing for the construction of Tenant’s Facilities. During any Tests or pre-construction work, Tenant will have insurance as set forth in Section 13, Indemnification and Insurance. Tenant will notify City of any proposed Tests or pre-construction work and will coordinate the scheduling of same with City. If Tenant determines that the Premises are unsuitable for Tenant’s contemplated use, then Tenant will notify City and this Lease will terminate.

(b) Tenant has the right to construct, maintain and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements. In connection therewith, Tenant has the right to do all work necessary to prepare, add, maintain and alter the Premises for Tenant’s communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. All of Tenant’s construction and installation work shall be performed at Tenant’s sole cost and expense and in good and workmanlike manner. Title to Tenant’s Facilities and any equipment placed on the Premises by Tenant shall be held by Tenant. All Tenant’s Facilities shall remain the property of Tenant and are not fixtures. Tenant has the right to remove all of Tenant’s Facilities at its sole expense on or before the expiration or termination of this Lease.

(c) City shall provide access to the Tenant, Tenant’s employees, agents, contractors and subcontractors to the Premises: twenty-four (24) hours a day, seven (7) days a week, at no charge to Tenant. City represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Tenant to the extent required to construct, maintain, install and operate Tenant’s Facilities on the Premises. Tenant’s exercise of such rights shall not cause undue inconvenience to City.

(d) City shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow access. City shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant’s use of such roadways. If Tenant causes any such damage, it shall promptly repair same.

(e) In the event Tenant's personnel or equipment damages City's roof, Tenant shall repair the damage at Tenant's expense.

(f) City shall allow Tenant to have sub-metering equipment installed on City's existing utility services at Tenant's cost.

(g) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the prevent utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to City's approval of the location, which approval shall not be unreasonably withheld, Tenant shall have the right to place utilities on (or to bring utilities across) City's Property in order to service the Premises and Tenant's Facilities. Upon Tenant's request, City shall execute recordable easement(s) evidencing this right.

(h) Tenant shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Tenant's Facilities.

(i) Upon the expiration, cancellation or termination of this Lease, Tenant shall surrender the Premises to City in good condition, less ordinary wear and tear.

1.03 **Term.** The initial Lease term will be five (5) years ("Initial Term"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) annual anniversary of the Effective Date. This Lease will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions set forth herein. Tenant must notify City in writing of Tenant's intention not to renew this Lease at least ninety (90) days prior to the expiration of the existing Term. After expiration of the second Extension Term, City will have the option to terminate this Agreement upon providing at least fifteen (15) months' prior written notice to Tenant. If Tenant remains in possession of the Premises after the termination or expiration of this Lease then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Lease. The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

1.04  **Holding Over.** Any holding over after the expiration of the initial or extended term of this Lease with the consent of City shall be construed to be a tenancy from month-to-month at a monthly rental equal 125% of the monthly rental for final month of the previous term. Tenant's occupancy during any period of holding over shall otherwise be on the same terms and conditions herein specified so far as applicable.

1.05  **Tenant Option to Elect Early Termination.** Provided Tenant is in compliance with all terms and conditions of this Lease including, but not necessarily limited to the payment of rent and other charges, Tenant shall have the option to terminate this Lease following the end of the twenty-fourth (24) month following the Effective Date. Tenant may terminate the Lease upon ninety (90) days prior written notice to City for any reason or no reason, provided Tenant pays City a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Lease by Tenant under any termination provision contained in any other Section of this Lease, including the following: Section

2.02(d) Interference, Section 9.01 Approvals, Section 11.01(a), Section 11.02 Condemnation, 17.09 Eminent Domain, or Section 17.1 Force Majeure.

1.06 **Conditions Precedent.** This Lease is conditioned upon Tenant, or Tenant's Assigns, obtaining all governmental permits and approvals enabling Tenant, or its assigns, to construct and operate mobile/wireless communications facilities on the Premises.

## ARTICLE 2. USE OF LEASED PREMISES

### 2.01 Use.

a. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises ("Tenant Facilities") (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property, all at Tenant's sole cost and expense; Tenant further has the right to add, modify and/or replace equipment to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or City (collectively, the "**Permitted Use**"). City and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit B** will not be deemed to limit Tenant's Permitted Use. If **Exhibit B** includes drawings of the initial installation of the Communication Facility, City's execution of this Lease will signify City's approval of **Exhibit B**. Tenant may install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet and Tenant shall mark its wires, cables conduits, pipes and antennas with identifying markings. Following initial approval of Tenant's Facilities, Tenant may make Property improvements, alterations, upgrades, or additions appropriate for Tenant's use upon obtaining the prior written consent of City, which shall not be unreasonably withheld, conditioned, or delayed ("**Tenant Facilities**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Lease. Tenant may be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

b) Prior to the initial installation of Tenant's Facilities, Tenant will supply City with plans and specifications ("**Plans**") to be reviewed and approved by City prior to commencement of construction. City's approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond thirty (30) days). City's approval right in the foregoing sentence shall include the right to approve the design, height, setbacks, and other physical and aesthetic characteristics of the proposed Tenant's Facilities and any subsequent modification thereto, whether by Tenant or Collocator. After approval, the Plans will be considered incorporated in this Lease as **Exhibit B**. If City disapproves the

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Plans then Tenant will provide City with revised Plans, such revisions to be within Tenant's reasonable discretion. In the event City disapproves of the revised Plans, Tenant may either i) make further revisions to the Plans and submit them to City for review or ii) terminate this Lease without further liability by providing written notice to City. City will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Lease and will return the Plans to Tenant promptly upon request. Tenant maintains the right to perform routine maintenance, repairs, replacements and upgrades without City approval when no changes to the exterior appearance of Tenant's Facilities are made.

c) Tenant acknowledges that City may elect to enter into agreements with other wireless telecommunications operators and that Tenant may be required to share certain common facilities on the Property with such operators. It is the intent of City to consolidate and coordinate all such wireless telecommunications facilities at the Property in a logical manner in order to maximize the use of space and minimize the impact (visual and otherwise) of wireless telecommunications equipment and antennas. Tenant agrees to reasonably cooperate with the other wireless telecommunications operators and City to coordinate efficient collocation of equipment and antennas and to promptly resolve any interference issues that may arise due to the presence of multiple operators, subject to the provisions of Paragraph 2.02 or alter the nature or use of transmissions, or otherwise unreasonably interfere with the operations of any other wireless telecommunications operators on the Property. Notwithstanding anything to the contrary set forth in this Lease, City agrees that Tenant shall have exclusive possession of the ground space portion of the Premises during the term of this Lease and any extensions thereof. In addition, in the event of any collocation, neither City nor any other tenant shall interfere with Tenant's antennas as located upon the Building.

#### 2.02 **Interference.**

a) Where there are existing radio frequency user(s) on the Property, City will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing communications configurations, radio frequencies or operating equipment of existing user(s) on the Property ("Pre-Existing Communications") so disclosed by City, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant's Facilities shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Upon written notice from City of apparent interference by Tenant with Pre-Existing Communications, Tenant shall have the responsibility to promptly terminate such interference or demonstrate to City with competent information that the apparent interference is fact is not caused by Tenant's Communication Facility or operation.

b) City will not grant, after the Effective Date of this Lease, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Lease. City will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

c) City will not use, nor will City permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant, or the rights of Tenant under this Lease. City will cause any such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant.

In the event any such interference does not cease within the aforementioned cure period, City shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. If such remediation effort is not successful, then Tenant's sole remedy for breach of this Section with regard to interference by public safety or Airport governmental communications systems shall be to terminate this Lease, as provided at Section 6(d), without payment of a termination fee.

d) For purposes of this Lease, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

e) Notwithstanding the foregoing or any other provision of this Lease, City shall have the right to upgrade, service, replace, and install new equipment on the Property that emit radio frequencies if such equipment is limited to governmental uses and only if such equipment does not interfere with the operations of the Communication Facility or the facilities of any subtenants, or Tenant's rights under this Lease.

**2.03 Airport Rules & Regulations.** In making use of the leased Premises as specified in this Lease, Tenant shall, in common with all other users of the Airport, comply with the following rules and regulations:

a) Tenant acknowledges that it has received and reviewed a copy of City's Airport Operating Ordinance (Marina Municipal Code Chapter 13.22, as may be amended) and shall comply with the minimum operating standards or requirements promulgated by City and applicable to each of Tenant's activities on the Airport.

b) Subject to the provisions of the California Code of Civil Procedure §731a, Tenant shall not do or permit to be done upon the Premises any act or thing which constitutes a nuisance, i.e., which may disturb the quiet enjoyment of City, any other tenant of City or private businesses on adjacent land or neighboring property. If City notifies Tenant that such a nuisance or disturbance exists, Tenant agrees, within seventy-two (72) hours from receiving written notice by City, to abate or otherwise cause said nuisance to be cured. In the event Tenant has not taken corrective action within seventy-two (72) hours, City may enter and abate said nuisance, including but not limited to entering the Premises and abating the nuisance or disturbance, at the expense of Tenant without any liability whatsoever to City for monetary loss or anticipated profits of Tenant or others.

c) Tenant shall be responsible for the maintenance and repair of the Premises as set forth in §10.02 of this Lease and shall keep and maintain the Premises in good condition, order and repair, and shall surrender same upon the expiration of this Lease in the condition in which they are required to be kept, reasonable wear and tear and damage by the elements not caused by Tenant's negligence excepted. Tenant, by this Lease, specifically waives the provisions of §§1941 and 1942 of the California Civil Code with respect to City's obligations for the tenantability of leased Premises and Tenant's right to make repairs and deduct the expenses of such repairs from rent.

d) Semi-trucks and trailers delivering materials and shipping finished products shall not do so within the Airport operations area unless approved by the Airport Services Manager in writing. Email shall be acceptable for this purpose.

e) Tenant understands and agrees that its right to use the leased Premises for the purposes provided for by this Lease shall not be, and shall not be construed to be, exclusive of the right of any other person or firm to operate the same or a similar business at the Airport and to lease premises at the Airport from City for such purposes, within the meaning of §308A of the Federal Aviation Act of 1958, as amended (49 U.S.C. 40103 et seq.). City reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Tenant by this Lease, excepting any rights with respect to the use or possession of the leased Premises.

### **ARTICLE 3. USE AND MAINTENANCE OF AIRPORT FACILITIES**

3.01 **FAR Notification Requirements.** Tenant agrees to comply with the notification and review requirements covered in of the Federal Aviation Regulations (“FAR”) in the event future construction of a building or telecommunications tower is planned for the leased Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the leased Premises. This requires the submission of FAA Form 7460-1 *Notice of Proposed Construction or Alteration* to the FAA. Tenant by accepting this Lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit objects of natural growth or other obstructions on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, City reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of Tenant.

3.02 **FAA Safety & Security Rules & Regulations.** Tenant will conform to Airport and FAA safety and security rules and regulations regarding use of the Airport operations area including runways, taxiways, and aircraft aprons by vehicles, employees, customers, visitors, etc., in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered or required by the Airport; and will be subject to penalties as prescribed by the Airport Manager for violations of the Airport safety and security requirements.

3.03 **Non Interference with Landing and Taking off of Aircraft.** Tenant by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, City reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of Tenant.

### **ARTICLE 4. RENTS AND FEES**

4.01 **Time and Place of Payment.** Tenant shall pay by check all rental charges and all other obligations due to City under this Lease every month in advance on or before the first day of the month during the term of this Lease at the office of the City Finance Director, City Hall, 211 Hillcrest Avenue, Marina, California 93933. Check shall be made payable to City of Marina, and note ” DISH Communication Facility at 761 Neeson Road.” The rent for certain months of this Lease may be pro-

rated. For purposes of calculating and pro-rating rents and other charges due, each month shall be considered to have thirty (30) days, and each year of the initial or any extended term of this Lease to have three-hundred sixty (360) days.

**4.02 Rent: Initial Rent Amount.** The monthly rent payable shall be \$2,900. Thereafter, every two years during the Initial and all Extension Terms, the rent shall be increased by two and one-half percent (2.5%), rounded to the nearest dollar, above the monthly rent payable in the prior year:

Rent for Year Three =	\$2,973 per month
Rent for Year Five =	\$3,047 per month
Rent for Year Seven =	\$3,123 per month
Rent for Year Nine =	\$3,201 per month
Rent for Year Eleven =	\$3,281 per month
Rent for Year Thirteen =	\$3,363 per month
Rent for Year Fifteen =	\$3,447 per month
Rent for Year Seventeen =	\$3,533 per month
Rent for Year Nineteen =	\$3,622 per month
Rent for Year Twenty-one =	\$3,712 per month
Rent for Year Twenty-three =	\$3,805 per month
Rent for Year Twenty-five =	\$3,900 per month

Tenant shall also pay as additional rent, every month as provided above, the amounts set forth in Article 12 herein for utilities. Tenant shall pay all of its operating expenses, insurance premiums and taxes including possessory interest tax). Rent and all net charges shall commence upon 30-days after the Effective Date.

**4.03 Delinquency Charge.** Tenant hereby acknowledges that late payment by Tenant of rent and other sums due hereunder will cause City to incur costs not contemplated by this Lease, the exact amount will be extremely difficult to ascertain. Should any payments due under this Lease remain unpaid ten (10) days after the due date of such payment, a penalty of ten percent (10%) shall be added to any payments past due. City may, but is not required to, provide written notice to Tenant of Tenant's failure to pay rent when due. City and Tenant agree that this late charge represents a fair and reasonable estimate of costs that City will incur by reason of the late payment of rent by Tenant. Acceptance of any such late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent City from exercising any of the other rights and remedies available to it by reason of such default. Interest on any unpaid rents, charges and any penalty shall accrue at the rate of one and one-half percent (1.5%) per month thereafter until paid.

**4.04 Performance Deposit.** Upon execution of this Lease, Tenant will pay to City the sum of \$2,900, deposited with City's funds as partial security of future rental and other payments due. The parties agree that these funds will remain on deposit with City and shall be considered a performance deposit under this Lease. In the event City is required to utilize this deposit or any portion thereof during the term of this Lease for the payment of rents, charges, or fees due, Tenant within thirty (30) days from such use of the deposit funds shall deposit with City an additional sum sufficient to restore the performance deposit to the amount herein set forth. This performance deposit, or any remaining portion thereof, shall be returned to Tenant without interest at the termination of this Lease, after deduction of any amounts therefrom for payment of any obligation of Tenant due and owing to City

under any of the provisions of this Lease.

4.07 **Accord and Satisfaction**. No payment by Tenant or receipt by City of a lesser amount of any sum due hereunder shall be deemed to be other than on account of the earliest due rent or payment, nor shall any endorsement or statement on any check or payment, or any letter accompanying any such check or payment, be deemed an accord and satisfaction, and City may accept such check or payment and pursue any other remedy available in this Lease, at law or in equity. City may accept any partial payment from Tenant without invalidation or any contractual notice require to be given herein (to the extent such contractual notice is required) and without invalidation of any notice require to be given pursuant to California Code of Civil Procedure §1161 et seq., or any successor statute thereto.

4.08 **Commissions**. City shall not be liable for the payment of any brokerage commissions or fees associated with this Lease to engineers, contractors, or attorneys working on behalf of Tenant.

## ARTICLE 5. TAXES AND ASSESSMENTS

5.01 **Payment**. Tenant shall pay, before the delinquency date, any and all taxes, assessments, license fees and other public charges which may be levied, assessed or imposed upon any of Tenant's interests arising under this Lease, upon Tenant's business, upon Tenant for the privilege of conducting business or upon any property of Tenant upon the Property. Tenant is advised that this Lease may create a possessory interest (California Revenue & Taxation Code §107.6) and that Tenant will be responsible for the payment of any possessory interest tax so assessed. Tenant's payment of possessory interest tax shall not reduce in any way any charges or other fees required to be paid by Tenant under this Lease. Tenant shall not permit or suffer any liens to be imposed upon the Premises or any portion hereof and shall promptly discharge same, provided, however, that Tenant may, if it so desires, contest the legality of same following prior written notice to City. In the event of a contest of a lien, Tenant shall provide a bond in an amount and in a form acceptable to City immediately following a request from City.

Notwithstanding anything to the contrary set forth herein, if any such tax, assessment (including any assessment imposed by the Monterey County Water Resources Agency) license fee, other public charge or possessory interest tax is levied, assessed or imposed upon any of Tenant's interests arising under this Lease and the bill for such charge is not sent directly to Tenant, Tenant agrees that City may, at its option, either pay the amount due and be reimbursed by Tenant for Tenant's equitable share or provide to Tenant a copy of any notice, assessment or billing relating to such tax, assessment, license fee or other public charge for which Tenant is responsible under this Lease within ninety (90) days of receipt of the same by City. City's determination of the amount due from Tenant shall be made in good faith and on an equitable basis. If Tenant disagrees with City's determination of the amount to be reimbursed or paid by Tenant, Tenant must reimburse the City or pay the amount directly and may then appeal, challenge or seek modification of the amount billed by City with City's Airport Commission, whose determination in this matter will be final and conclusive. Tenant shall have no obligation to reimburse City or make payment of any such charge until Tenant has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. In the event City fails to provide to Tenant a copy of any such tax notice, assessment or billing within the ninety (90) day period set forth herein, Tenant shall be relieved of the obligation or responsibility to make a payment under such notice, assessment or billing referred to in the notice, assessment or billing which was not timely delivered by City to Tenant.

**ARTICLE 6. SUBORDINATE TO FEDERAL  
AGREEMENT AND REGULATIONS**

**6.01 Subordinate to Agreements with U.S.** This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States government or any department thereof relative to federal aid for the development and maintenance of the Airport or the development, operation or maintenance of the Airport. Failure of Tenant or any occupant to comply with the requirements of any existing or future agreement between City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Tenant's rights hereunder. Tenant acknowledges it has been given an opportunity to review the Deed of Conveyance for the leased Premises from the U.S. Army to City and agrees to comply with all requirements pertinent to Tenant's activities contained in that document.

**6.02 War or National Emergency.** This Lease and all provisions hereof shall be subject to whatever right the United States government has affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

**6.03 Conformance with Federal Aviation Administration ("FAA") Regulations.** Tenant agrees that Tenant's use of the leased Premises, including all future construction, modification or alteration thereon, shall comply with all applicable FAA regulations now in force or that may be hereafter adopted by Federal authority. This Lease and Tenant's occupancy of the leased Premises is governed by and subject to the provisions set forth in the FAA Assurances ("**Exhibit D**") attached hereto and incorporated herein by this reference and as they may be amended in the future. In the event of a conflict between the Federally Aviation Administration Assurances and the terms and conditions of this Lease, the Federally Aviation Administration Assurances shall prevail and control.

**ARTICLE 7. NON-DISCRIMINATION**

**7.01 Non-Discrimination.**

(a) Tenant, for its personal representatives successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated on the leased Premises for a purpose for which a Department of Transportation ("DOT") program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) Tenant, for its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased Premises, (2) that, in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from

participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Tenant or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of, personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by City as the Airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which City as the Airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

(d) In the event of breach of any of the nondiscrimination covenants, City (through the City Manager or designee) shall have the right to terminate this Lease, and to re-enter the Premises, and hold the same as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

7.02 **Compliance with Non-Discrimination Covenants.** Without limiting the generality of any other terms or provisions of this Lease, noncompliance with §7.01 above shall constitute a material breach thereof and in the event of such noncompliance City (through the City Manager or designee) shall have the right to terminate this Lease and the estate hereby created without liability therefor or, at the election of the City or the United States, either or both said governments shall have the right to judicially enforce §§7.01 and 7.02 of this Article 7.

7.03 **Covenants in Other Ancillary Agreements.** Tenant agrees that it shall insert the above three (3) provisions in any agreement, sublease, assignment or other agreement by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or non-aeronautical services to the public on the Premises.

## **ARTICLE 8. CONDITION OF THE PREMISES**

8.01 **Acceptance of Leased Premises.** Tenant understands the leased Premises were formerly used by the federal government as part of an Army air base, that surrounding lands which were also part of such Army air base have, in the past been found to contain concentrations of volatile organic chemicals which exceed standards prescribed by the environmental agencies and the state and federal governments. Pursuant to Health & Safety Code §25359.7(a), as may be amended, Tenant is provided this notice that the structure may contain asbestos materials and lead-based paints. City has provided to Tenant an asbestos survey report prepared by the U.S. Army Corps of Engineers for Building 524, which is attached hereto as **Exhibit "E"**. Tenant acknowledges that City has granted to

Tenant the right to review all maps and records of the old Army air base presently on file in the office of the City's Planning Department as well as the right to inspect the leased Premises and perform any tests of the soils and improvements thereon or the groundwater thereunder, all in order to afford Tenant a full and complete opportunity to investigate and determine whether the leased Premises can be used for the purposes for which it is being leased.

8.02 **No Warranty.** Tenant further understands and agrees that no representation, statement, or warranty, express or implied, has been made by or on behalf of City as to the condition of the leased Premises or the suitability of the Premises for its intended use, save and except for the representation and warranty that no City officer, employee, contractor, subcontractor, tenant, subtenant or agent has caused any condition of pollution or contamination which may now exist on the leased Premises. Such representation and warranty, however, shall not extend to any condition of pollution or contamination caused by the federal government. Upon entering into occupancy, Tenant also agrees to accept the leased Premises in its present condition and "as is", with respect to all conditions which may now exist on or under the leased Premises save and except for any condition of pollution or contamination caused by an officer, employee, or agent of City. Moreover, Tenant agrees to waive any claim or right of action against City which Tenant now has or hereafter may acquire arising out of the condition of the leased Premises, its soils and/or the groundwater underlying the leased Premises, including but not limited to any claim of indemnity which Tenant may have by reason of costs incurred by Tenant arising out of the abatement or cleanup of any pollution or contamination condition discovered on the leased Premises hereinafter required under applicable state, federal or city laws or regulations save and except for a claim or right of action arising out of a condition of pollution or contamination caused by an officer, employee or agent of City. Tenant is not responsible for the cost of environmental abatement, remediation or cleanup of pollution or contamination which is unrelated to the activities of Tenant, or its officers, employees, agents, contractors or invitees, on the Premises. As of the Effective Date, Tenant waives, releases and discharges City, its Council, Commissions, Boards and Departments, their respective elected and appointed officials, officers, employees, agents, representatives and attorneys from any and all present and future claims, demands suits, legal and administrative proceedings, and from all liability, damages, losses, costs, liabilities, fees and expenses (including without limitation attorney's fees) arising out of or in any way connected with Tenant's use, maintenance, leasehold or operation of the leased Premises. Tenant acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code of Civil which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

To the extent of the release set forth in this Section 8.02, Tenant hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Tenant's Initials: \_\_\_\_\_

8.03 **Disclosure to Sub Lessees and Assignees.** Tenant agrees that in the event Tenant subleases all or any portion of the Premises or assigns its interest in this Lease, Tenant shall indemnify and defend City for, from and against any matters which arise as a result of Tenant's failure to disclose any relevant information about the Premises or the improvements to any subtenant or assignee. It is the intention of City and Tenant that the immediately preceding sentence shall survive any release of



Tenant by City upon any assignment of this Lease by Tenant.

## **ARTICLE 9. LEASEHOLD IMPROVEMENTS**

### **9.01 Approvals.**

a) City agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). City authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Lease and agrees, at no cost to City, to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities. Notwithstanding anything contained herein to the contrary, nothing set forth in this Lease shall be construed as a limitation on City's discretion to deny or condition any and all Government Approvals required for Tenant's use of the Premises, provided such denial or condition is made in good faith. In the event that any of such applications should be finally rejected or any Government Approval issued to Tenant is conditioned, canceled, expires, lapses, is materially delayed, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in its sole discretion, will be unable to use the Premises for its intended purposes, Tenant shall have the right to terminate this Lease.

b) Tenant has the right, at its sole cost and expense, to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Lease upon notice to City.

Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals. 9.02

**Improvements to Leased Premises.** During the initial or any extended term of this Lease Tenant or its contractors or subcontractors shall not make any additions or alterations to the improvements on the leased Premises which attach to, alter, or in any way affect the structural integrity of the Premises, without the prior written consent of City, such consent not to be unreasonably delayed or withheld. Moreover, upon receiving consent to make an addition or alteration to the improvements on the leased Premises which attach to, alter or in any way affect any structural element of Building 524, Tenant or its contractors or subcontractors shall not commence work on the construction or installation of such added or altered improvement until plans and specifications for same have been submitted to and approved by City's review processes and a building permit issued. During the initial or any extended term of this Lease, Tenant may make or cause to be made improvement which do not attach to, alter or in any way affect the structural integrity of the Premises and are required for Tenant's use. In making any such improvement Tenant shall obtain all required permits and be solely responsible for any damage to the Premises. Prior to making any improvements that do not attach to, alter or in any way affect the structural integrity of the Premises Tenant shall notify the Airport

Manager in writing concerning the improvement and the Airport Manager shall have ten (10) calendar days to object. If the Airport Manager lodges an objection to the improvement the Airport Manager and Tenant shall work in good faith to achieve Tenant's goal.

**9.03 Performance Bond.** Tenant shall cause to be made, executed and delivered to City, prior to the date of commencement of any work in or on the leased area which attach to, alter or in any way affect any structural element of Building 524, performance bonds approved as to form and as to surety by City, with Tenant or Tenant's contractor as principal, and City specifically named as an additional insured, each in the sum of one hundred percent (100%) of the amount of the contract for all work costing in excess of \$5,000.00 for a) the said required work in accordance with the approved plans and specifications and b) to provide that if Tenant or its contractor or contractors fail to pay for any materials, provisions or other supplies, used in or upon, for or about the performance of the work to be done, or for any work or labor thereon of any kind, that the surety will pay the same, in an amount not exceeding the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee as set by the court.

**9.05 Title to Improvements.** Upon termination of this Lease or any extended periods thereof, all structural improvements or other fixtures on the leased Premises made by Tenant or its contractors or subcontractors shall become the property of City without payment of any compensation therefor; provided, however, that upon termination of this Lease, City shall have the option to require Tenant to remove any or all added improvements or restore any altered improvement to the same condition as it was at the commencement of the term of this Lease, all at Tenant's sole cost and expense.

**9.06 Prevailing Wages.** Tenant shall determine if it must abide by the regulations promulgated by the Fort Ord Reuse Authority ("FORA") in the FORA Master Resolution regarding the payment of prevailing wages for new construction projects on former Fort Ord properties including the requirement that Tenant, any contractor, and any subcontractor performing work for which prevailing wages are required on the Premises be registered with the California Department of Industrial Relations ("DIR") in accordance with California Labor Code §1725.5. For any work paid for in whole or in part by public funds, Tenant shall comply with the requirements and implementing regulations of California Labor Code §1720 et seq. for payment of prevailing wages on "public works" projects.

**9.07 City Improvements.** Except as otherwise expressly set forth in this Lease, the City is not obligated to construct or install any improvements on or off of the leased Premises. The City shall have no obligation on account of any construction or installation of any improvement by Tenant to pay for all or any portion of the costs or expenses arising out of such construction or installation.

**9.08 Right of Entry for Construction and Maintenance.** The City and Tenant each agree that the other shall be permitted to enter upon its property, as may reasonably be necessary in order for Tenant to make the Improvements or do other work required by this Lease or in order for the City to fulfill its responsibilities to make improvements and for maintenance as set forth in Sections 1.02 and 10.01, and to maintain or repair the respective party's property. The right of each party to enter the other's property or the Premises shall extend to such party's lessees, and licensees and contractors. A party's exercise of its right of entry shall not unreasonably interfere with the other party's use of its property. Any interference shall be temporary and all work on the entering party's property shall proceed expeditiously as necessary to avoid or minimize any such interference. The City shall provide reasonable advanced notice prior to entry to the property and make reasonable efforts to do so during

normal business hours. A party intending to exercise the right of entry shall first give to the other party reasonable prior written notice before commencement of any work on the other party's property. In the event a party's entry results in any damage to the other party's property, the same shall be repaired expeditiously at the entering party's expense.

**9.09 Performance and Labor and Material Bonds.** Before the commencement of any construction work hereunder for improvements, City will require that Tenant, or its contractors, at no cost or expense to City, furnish to the City the following security concerning Improvements to be constructed by or on behalf of Tenant and covering any obligation of Tenant under the Prevailing Wage Requirements provisions of this Lease:

(a) **Performance Bond.** A bond in cash, or securities satisfactory to the City in its sole discretion, or issued by a surety company licensed to transact business in the State of California and satisfactory to City, in a sum of not less than 100% of any construction contract (or in the event Tenant serves as its own general contractor, 100% of the anticipated construction costs of Tenant improvements) for the proposed Tenant improvements, payable to City and conditioned upon full, faithful and satisfactory performance by Tenant its contractor(s) of the such Tenant improvements within the period of time specified in the construction schedule. Upon Tenant's or its contractor(s) full, faithful and satisfactory performance and completion of the such Tenant improvements, said bond shall be cancelled or returned to Tenant or contractor, as the case may be; otherwise, such part of the amount of the bond as shall be required to complete such Tenant improvements shall be payable to or retained by City, as the case may be. In the event that said bond shall be in cash, City shall have the right to invest and reinvest the same as it shall see fit, and any interest earned thereon during the time it is so held by City shall accrue to and belong to City, and Tenant or contractor shall have no interest in or claim thereto.

(b) **Labor and Material Bond.** A bond in cash or securities satisfactory to City in its sole discretion, or issued by a surety company licensed to transact business in the State of California and satisfactory to City with Tenant's contractor(s), as principal(s), in a sum not less than 100% of any construction contract (or in the event Tenant serves as its own general contractor, 100% of the anticipated construction costs of Tenant improvements) for the proposed Tenant improvements as such costs are set forth in the estimated Tenant improvement completion costs, guaranteeing the payment for all materials, provisions, provender, supplies and equipment used in, upon, for or about the performance of said work or labor done thereon of any kind whatsoever and protecting City from any liability, losses or damages arising therefrom.

(c) **General.** In the event and to the extent that Tenant obtains from Tenant's contractor(s) the bonds required hereunder which are satisfactory to City, the City, upon application by Tenant and upon naming City as an additional obligee of Tenant's principal and surety under such bond or bonds, shall release Tenant from and consent to the cancellation of the bond or bonds originally furnished by Tenant. It is understood and agreed that any bond which, as to City as obligee, is conditioned upon Tenant making all necessary payments to the contractor shall not be satisfactory to City. A combination performance and labor and material bond shall satisfy the foregoing requirements of this Section.

**9.10 No Right to Demolish.** Notwithstanding any other provisions of this Article, Tenant has no right to demolish Tenant improvements, once built, or to remove any improvements in whole or in

part, unless Tenant has received the prior written approval of City.

## **ARTICLE 10. MAINTENANCE AND REPAIR**

10.01 **Tenant's Obligation under this Lease.** Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

10.02 **City's Obligations under this Lease.** City will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

10.03 **Surrender.** On the last day of this Lease, Tenant shall surrender the leased Premises to City in the same condition as when received, broom clean, ordinary wear and tear excepted. Tenant shall repair any damage to the leased Premises occasioned by the removal of Tenant's trade fixtures, furnishings and equipment which repair shall include the patching and filling of holes and repair of structural damage to City's satisfaction.

10.04 **Removal/Restoration.** All portions of the Tenant Facilities brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. City covenants and agrees that no part of Tenant's Facilities constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the City that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Upon the expiration, cancellation or termination of this Lease, Tenant shall remove Tenant's Facilities and all personal property and surrender the Premises in good condition, less ordinary wear and tear, and provide written verification of removal. Following termination of this Lease, if Tenant fails to remove Tenant Facilities from the Premises within thirty (30) days after City provides written notice to do so, then City may, at its option, remove Tenant's Facilities, and any costs associated with the same shall immediately become due and payable by Tenant. -If the time for removal causes Tenant to remain on the Premises after termination of this Lease, Tenant shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the Communication Facility is completed.

Tenant will repair any damage to the property resulting from Tenant's removal activities. Notwithstanding the foregoing, at the earlier of the expiration or termination of this Lease, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations, underground utilities, or any part of the Communication Facility.

## **ARTICLE 11. DAMAGE OR DESTRUCTION OF IMPROVEMENTS**

11.01 **Destruction or Substantial Damage of Premises.**

a) If, during the Initial or any Extension Term of this Lease, any of the insured improvements now or hereafter located on the leased Premises are substantially damaged or destroyed by a fire or other casualty (excluding earthquake or flood) beyond Tenant's control, City shall proceed with reasonable diligence to restore the leased Premises substantially to the condition thereof immediately prior to such damage or destruction; provided, however, that either party may elect to terminate this Lease by giving written notice of such election to the other party prior to commencement of restoration and not later than thirty (30) days after the date of loss, if the necessary restoration work would reasonably require a period longer than ninety (90) working days to complete, or City may elect to terminate within thirty (30) days of the date of loss if the total of the necessary restoration work would reasonably require the expenditure of more than fifteen thousand dollars (\$15,000.00) including insurance proceeds. In no event will City be required to repair or replace Tenant's stock in trade, fixtures, improvements, furniture, furnishings and equipment.

(b) If, during the Initial or any Extension Term of this Lease, any substantial damage or destruction occurs to the leased Premises and the cost to repair the damage or destruction that is not covered by insurance exceeds fifteen thousand dollars (\$15,000.00), City may terminate this Lease upon giving thirty (30) days prior written notice to Tenant; provided, however, that Tenant shall have the right to elect to pay the difference between the cost of repairing or restoring the damaged or destroyed improvements and fifteen thousand dollars (\$15,000), in which case this Lease shall remain in full force and effect, and Tenant shall proceed with reasonable diligence to restore the Premises.

c) In no event will City be required to make repairs for any damage caused by the willful acts or negligence of Tenant or Tenant's employees, agents, subtenants or invitees, which damage Tenant shall promptly repair, replace or restore at Tenant's sole cost and expense. Upon any termination of this Lease under this section, City and Tenant shall be released thereby without further obligation to each other, except for obligations which have theretofore accrued and are then unpaid or unperformed.

d) In the event that restoration is made pursuant to this section, this Lease shall remain in full force and effect, and City shall be entitled to and shall have possession of the necessary parts of the leased Premises for such purposes, and if there is any substantial interference with Tenant's business on account of such repairs, Tenant shall be entitled to a proportionate reduction of rent during the time that said repairs are being made from the date on which such damage occurred until City completes repairs computed on the basis of the relation which the gross square foot area of space rendered untenable bears to the total square footage of the Premises and the extent to which the Premises are unusable by Tenant. Should any dispute arise over the reduction of rent to which Tenant is entitled, such dispute shall be resolved according to the provisions of §17.04 of this Lease.

11.02 **Condemnation.** In the event City receives notification of any condemnation proceedings affecting the Property, City will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority including the City takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Lease will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of Tenant's Facilities, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish City's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

11.03 **Waiver.** Except as otherwise specifically provided in this section, Tenant specifically waives the provisions of §§1932 and 1933 of the California Civil Code with respect to the termination of the hiring of a thing by virtue of the perishing or destruction of the thing being hired.

## ARTICLE 12. UTILITIES & ASSESSMENT

12.01 **Provision of Utilities.** Tenant shall have the right to use the utility service facilities serving the Premises at the commencement of the Term of this Lease. City will use its best efforts to continue all utility services, but it cannot and does not guarantee that there will be no interruptions of service and Tenant hereby waives any rights or claims it may have resulting from temporary interruptions of service. To the extent it has knowledge City will provide notice of any work scheduled that may interrupt the utility service to the leased Premises. If City is unable to provide access to utilities service facilities due to the imposition of any limit on consumption, the construction of additional utility facilities, or the allocation or curtailment of utility facilities or services, by law or regulation, it will have no obligation hereunder. If City is unable to provide utility service facilities due to the imposition of any limit on consumption or on the construction of additional utility facilities, or the allocation or curtailment of utility facilities or services by law or regulation, it shall have no obligation hereunder.

12.02 **Payment of Utilities.** Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. City will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to Tenant.

## ARTICLE 13. INSURANCE & INDEMNIFICATION

13.01 **Insurance to be provided by Tenant.** Tenant shall obtain and maintain insurance coverage continuously in effect at all times during the term of this Lease, as set forth in Exhibit "C."

- a) Tenant agrees to provide immediate notice to City of any claim or loss against Tenant or its contractors or subcontractors that includes or potentially may include 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 City.
- b) In the event of any loss that is not insured due to the failure of Tenant to comply with these requirements, Tenant agrees to be personally responsible for any and all losses, claims, suits damages, defense obligations and liability of any kind assessed or attributed to City, or City's employees as a result of such failure.
- c) Tenant agrees to require all contractors, subcontractors or parties, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Lease, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Lease. Tenant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here.

d) Insurance requirements shall be applied uniformly to all Tenants engaged in similar-type operations at the Airport, and such requirements shall be consistent with industry standards.

**13.02 Indemnification.** Tenant and City agree that City, its Council, boards and commissions, officers, employees, agents, and volunteers, should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuits, cost, expense, attorney's fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the matters set forth below.

Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to City. Tenant acknowledges that City would not enter into this Lease in the absence of the commitment from Tenant to indemnify and protect City as set forth here.

To the full extent permitted by law, Tenant shall defend, indemnify and hold harmless City, its Council, boards and commissions, officers, employees, agents, and volunteers, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to (i) the intentional act or negligence of Tenant or Tenant's employees, agents, contractors, subcontractors or invitees, (ii) any breach or default in performance of any obligation to be performed by Tenant under this Lease, or (iii) the occupancy of the Premises by Tenant and the operation of Tenant's business thereon. All obligations under this provision are to be paid by Tenant upon receipt of notice by Tenant from City that City has suffered or incurred the same.

Without affecting the rights of City under any provision of this Lease or this section, Tenant shall not be required to indemnify, defend or hold harmless City as set forth above to the extent liability is attributable to the sole negligence, gross negligence or willful misconduct of City, or officers, employees, agents, contractors, subcontractors, tenants, subtenants or volunteers of City, provided such is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where City is shown to have been solely or grossly negligent or to have engaged in willful misconduct and not in instances where Tenant is solely or partially at fault, or in instances where City's fault account for only a percentage of the liability involved. In those instances, the obligation of Tenant will be for that portion of the liability not attributable to City's gross negligence or willful misconduct.

Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

Tenant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Article from any assignee, contractor, subcontractor or any other person or entity involved by, for, with or on behalf of Tenant in the performance of Tenant's obligations under this Lease. In the event Tenant fails to obtain such indemnity from such third parties, as required here, Tenant 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. This obligation to indemnify and defend City as set forth herein is binding on the successors and assigns of Tenant and shall survive the termination of this Lease or this Article.

#### **ARTICLE 14. LIENS & CLAIMS**

14.01 **Liens and Claims.** Tenant shall not suffer or permit to be enforced against City's title to the leased Premises, or any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration, maintenance or removal as herein provided, or otherwise arising (except liens, claims or demands suffered by or arising from the actions of City).

14.02 **Tenant to Pay Liens & Claims.** Tenant shall pay all such liens, claims and demands before any action is brought to enforce same against said land; and Tenant agrees to hold City and said land free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses in connection therewith.

14.03 **Payment of Liens & Claims by City.** Should Tenant fail or refuse to pay any lien, claim, or demand arising out of the construction, repair, restoration maintenance and use of said Premises and the buildings and improvements thereon, or any other claim, charge or demand which Tenant has agreed to pay under the covenants of this Lease, Tenant or its authorized encumbrancers, if any, shall, within thirty (30) days written notice from City to Tenant of its said encumbrance, pay and discharge the same or shall furnish to City, in a form satisfactory to City, sufficient security for such lien, claim or demand and all costs and expenses in connection therewith. Should Tenant or its said encumbrancer within said thirty (30) day period, not pay and discharge said lien, claim or demand, or not provide said security to City, then City may, at its option, either treat such failure or refusal as a breach of or default under this Lease, or may pay any such lien, claim, charge or demand, or settle or discharge any action therefore or judgment thereon, and all costs, expenses and other sums incurred or paid by City in connection therewith shall be repaid to City by Tenant upon written demand, together with interest thereon at the rate of 10%, per annum from the date of payment until repaid, and any default in such repayment shall constitute a breach of the covenants and conditions of this Lease.

#### **ARTICLE 15. TRANSFERS & ENCUMBRANCES**

15.01 **Sales, Assignments, Transfers, Subleases, and Encumbrances.** Tenant shall not sell, assign, transfer, or encumber this Lease, any interest of Tenant in and to the leased Premises, nor sublease the leased Premises, in whole or in part, except with the consent of City, which consent shall not be unreasonably withheld. Tenant acknowledges and understands that the leased Premises are restricted to aviation/aeronautical-related uses unless a non-aviation/non aeronautical use is approved by both City and the FAA. Neither shall this Lease, nor any interest of Tenant in and to the leased Premises be subject to an involuntary sale, assignment or transfer, or sale, assignment or transfer by operation of law in any manner whatsoever. Any such sale, assignment, transfer, encumbrance or sublease, whether voluntary or involuntary shall be void and of no effect and shall be a default which entitles City to terminate this Lease, Tenant's rights in and to the leased Premises, in the manner hereinafter provided by this Lease. City will have the right to assign this Lease or its interest in the Premises and its rights herein, in whole or in part, without Tenant's consent. Upon notification to Tenant of such assignment, City will be relieved of all future performance, liabilities and obligations



under this Agreement to the extent of such assignment.

**15.02 Tenant Affiliate.** Notwithstanding the provisions of §15.01, Tenant may assign or sublet the Premises, or any portion thereof, with City's consent to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from the merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant as a going concern of the business that is being conducted on the Premises, provided that said assignee assumes, in full, the obligations of Tenant under this Lease. Any such assignment shall not, in any way, affect or limit the liability of Tenant under the terms of this Lease even if after such assignment or subletting the terms of this Lease are materially changed or altered without the consent of Tenant, the consent of whom shall not be necessary.

**15.03 No Release of Tenant.** Regardless of City's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary responsibility of Tenant to pay the rent and to perform all other obligations to be performed by Tenant under this Lease. The acceptance of rent by City shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms hereof, City may proceed directly against Tenant without the necessity of exhausting remedies against said assignee. City may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Tenant without notifying Tenant, and without obtaining his consent thereto and such action shall not relieve Tenant of liability under this Lease.

## ARTICLE 16. HAZARDOUS SUBSTANCES

**16.01 Hazardous Materials.** "Hazardous Materials" shall include substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, , the Resources Conservation and Recovery Act; all environmental laws of the State of California, and any other environmental law, regulation or ordinance now existing or hereinafter enacted.

**16.02 Hazardous Materials Study.** Prior to, or following its occupancy of the Premises, Tenant may, at its sole cost and expense, arrange for a Hazardous Materials study of the leased property. City shall provide Tenant any documents, drawings and data in its possession relating to environmental analysis of the leased property. Tenant and City agree that, upon occupancy, City shall have no further obligation under this Lease to remove any Hazardous Materials in or on the leased property, including any required repairs identified in any study Tenant may choose to make, prior to, or after Tenants occupancy of the leased Premises.

**16.03 Hazardous Substances.** Pursuant to Health and Safety Code §25359.7(b), as amended, Tenant shall notify City in writing within a reasonable time, of any material release of Hazardous Materials and of any hazardous substances that have come to be located beneath the Airport. Tenant will comply with all applicable Hazardous Materials laws and such other reasonable rules, regulations and safeguards as may be required by the City (or any insurance carrier of the City) in connection with using, generating, manufacturing, refining, producing, processing, storing or disposing of Hazardous Materials on, under of about the leased Premises. Tenant shall, at its expense, procure, maintain in effect and comply with all conditions of any and all permits, license and other governmental and

regulatory approvals required for the storage and use by Tenant of Hazardous Materials on the Premises including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving Building 524.

16.04 **Removal.** Prior to the expiration of this Lease, Tenant shall at its sole expense, remove all items of personal property, including but not limited to all flammable substances and Hazardous Materials and wastes as defined by state or federal law at the time of the expiration of this Lease.

16.05 **Inspection of Records.** Tenant shall make available for inspection to the City, all records relating to the maintenance, release, mitigation and cleanup for any hazardous substances on the Premises.

16.06 **Notice.** Upon execution of this Lease, Tenant shall provide the City's Fire Department with a complete list of all Hazardous Materials used or to be used or stored on the Premises with total quantities of each Hazardous Material. Tenant shall notify City of changes in quantity of type within five (5) days of change.

16.07 **Right to Inspect.** City, in its proprietary capacity, agrees to give reasonable notice in accordance with the general laws of City, prior to entering upon and inspecting the Premises at any time.

## ARTICLE 17. GENERAL PROVISIONS

17.01 **Additional Rules & Regulations.** City Manager/Airport Manager shall have the power to establish in writing such additional rules and regulations respecting operation of the Airport as are not inconsistent with provisions of this Lease or any applicable ordinances or laws, providing such rules and regulations are found to be necessary or convenient by the City Manager or designee for the operation of the Airport or the enforcement of the provisions of this Lease, the provisions of any and all applicable laws and ordinances, and the preservation of the public peace, health, safety and welfare; and Tenant shall comply with any and all such rules and regulations adopted in writing by the City Manager or designee. Tenant may within ten (10) days of Tenant's receipt of any additional rule or regulation established in writing by the City Manager or designee appeal such rule or regulation to the City Council/Airport Commission, such appeal to be heard within thirty (30) days. The decision of the City Council/Airport Commission shall be final.

17.02 **Compliance with Laws; Permits and Licenses.** Tenant's business shall be conducted and maintained in strict compliance with all applicable laws, ordinances, regulations, and other requirements of federal, state, county, city or other governmental agencies having jurisdiction over the operation of Airports. Similarly, Tenant will obtain and pay for any necessary permits, licenses and other consents for the operation of Tenant's business including a City of Marina Business License. Tenant represents and warrants that it is duly organized, validly existing and in good standing and has full power, right, and authority to enter into this Lease and perform hereunder and holds all permits and licenses which are required by law or regulation for complete performance in accordance with the terms of this Lease.

17.03 **Independent Status.** Tenant is an independent entity. Tenant is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any.

Nothing in this Lease shall be construed as creating a partnership or joint venture between City and Tenant. Neither Tenant nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or other benefits which accrue to City employees.

17.04 **Dispute Resolution**. The parties agree that if any dispute arises over the interpretation or performance of this Lease, the parties will first attempt to negotiate any such dispute informally. If such informal negotiation fails, and if the parties mutually agree at the time, the parties may then submit the dispute for formal mediation to the American Arbitration Association (AAA) or the Judicial Arbitration and Mediation Services (JAMS), or such other mediation service as the parties may mutually agree upon. Expenses of such mediation shall be shared equally between the parties.

17.05 **Confidentiality**. To the extent allowed by law, City shall not disclose Tenant's financial statement or confidential financial condition. Tenant acknowledges that City is a municipal corporation and has limited powers to withhold information from the public.

17.06 **Attorney's Fees and Costs**. Should the dispute of the parties not be resolved by negotiation or mediation, and in the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Lease by means of court action or administrative enforcement the laws of the State of California shall govern the interpretation of the terms and conditions of this Lease and such action shall be brought in a court of proper jurisdiction in Monterey County, the prevailing party, in addition to any other remedy at law or in equity available to such party, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonable consulted by the attorneys for the prevailing party. Prevailing party means the party determined by the court to have most prevailed even if such party did not prevail in all matters. This provisions will not be construed to entitle any party other than City, Tenant or Tenant Affiliate to recover their fees and expenses.

17.07 **Litigation Involving Lease**. In the event City is made a party to any litigation concerning this Lease or the leased Premises by reason of any act or omission by Tenant, Tenant shall hold City harmless from all loss or liability, including reasonable attorney's fees, incurred by City in such litigation. In case suit shall be brought for an unlawful detainer of said Premises, for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant or provision herein contained on the part of Tenant to be kept or performed, and City prevails therein, Tenant shall pay to City a reasonable attorney's fee, which shall be fixed by the court. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE OR THE TRANSACTIONS IT CONTEMPLATES.

17.08 **Bankruptcy and Insolvency**. If Tenant shall, at any time during the term of this Lease, become insolvent, or if proceedings in bankruptcy shall be instituted by or against Tenant, or if Tenant shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of Tenant shall be appointed in any suit or proceeding brought by or against Tenant, or if Tenant shall make any assignment for the benefit of creditors, then in each and every case, this Lease and the rights and privileges granted hereunder shall immediately cease, terminate and be forfeited and canceled; provided, however, that if Tenant shall, within six (6) days after the filing

and service on Tenant of any involuntary petition in bankruptcy or for appointment of a receiver, commence proper proceedings to dismiss or deny the petition or vacate the receivership and shall expeditiously pursue and diligently exhaust all proper remedies toward that end, the bankruptcy or receivership shall not constitute a default until the entry of a final determination adverse to Tenant.

17.09 **Eminent Domain**. In the event of a total or partial taking of the leased Premises or any interest therein by a public authority under the power of eminent domain, including but not limited to any taking of Tenant's leasehold estate by City under City's power of eminent domain, then the rights of Tenant with respect to the term, rent, and the just compensation awarded in such eminent domain proceeding shall be in accordance with the law in effect when such taking occurs.

17.10 **No Relocation Benefits**. This Lease creates no rights under the California Government Code Sections 7260 to 7277 or the Federal Uniform Relocation Assistance Act for Tenant to receive relocation assistance upon termination of this Lease.

17.11 **Force Majeure; Waiver**. Tenant shall not be in default under this Lease in the event that the activities of Tenant are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires; strikes, lockouts and other labor disturbances; or other catastrophic events which are beyond the reasonable control of Tenant. "Other catastrophic events" does not include the financial ability of Tenant to perform or failure of Tenant to obtain any necessary permits or licenses from other governmental agencies or the right to use facilities of any public entity where such failure occurs because Tenant has failed to exercise reasonable diligence. It is understood and agreed to by Tenant that the Tenant cannot, and will not, claim force majeure or request that the time for commencement of construction or completion of the improvements be tolled based on an economic downturn of any type. If such Force Majeure event prevents the affected Party from performing its obligations under this Lease, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Lease immediately upon Notice to the affected Party.

17.12 **Abandonment**. Tenant shall not vacate or abandon the leased Premises or any part thereof at any time during the term of this Lease. If Tenant shall abandon, vacate or surrender the leased Premises or be dispossessed by process of law or otherwise, any property belonging to Tenant and left on the leased Premises shall be deemed, at the option of City, to be abandoned. Upon relinquishing possession, Tenant shall be in default of this Lease and City shall be entitled to terminate this Lease, Tenant's rights in and to the leased Premises in the manner hereinafter provided by this Lease.

17.13 **Default**. Tenant shall be deemed in default under this Lease:

a) Upon breach of any of the covenants and conditions of this Lease with respect to discrimination on the grounds of race, creed, color, national origin, or sex, economic discrimination, the sale, assignment, transfer, encumbrance, or subletting of the leased Premises which is the subject matter of this Lease, bankruptcy or insolvency of Tenant; or, with respect to any other covenant or condition of this Lease, which breach cannot be cured, immediately upon being given notice thereof by City.

b) Upon failure to pay any rent or any other consideration required under this Lease to be paid by Tenant to City within fifteen (15) days following written notice to Tenant of Tenant's failure to pay rent when due.

c) Upon failure to provide written evidence of the insurance when due, within fourteen (14) days after being given notice thereof by City.

d) Upon the breach of any of Tenant's other duties and obligations under this Lease, which breach can be cured, if such breach is not cured within thirty (30) days after being given written notice thereof by City. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then City will have the right to exercise any and all rights and remedies available to it under law and equity.

e) **City Default.** City shall be deemed in default under this Lease if City fails to perform obligations required of City under this Lease within thirty (30) days after written notice by Tenant to City specifying wherein City has failed to perform such obligation; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for its cure, then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently pursues the same to conclusion.

#### 17.14 **Remedies on Default.**

a) **City's Right to Terminate Lease.** Upon default of this Lease, the non-defaulting Party shall have the right, without further notice, to terminate this Lease as well as Tenant's rights in and to the leased Premises, and Tenant shall begin removing Tenant's Facilities in accordance with Section 10 of this Lease.

b) **City's Right to Perform.** Notwithstanding any provisions as to notice of default in this Lease to the contrary, if, in City's judgment, a continuance of any default by Tenant for the full period of the notice otherwise provided for will jeopardize the leased Premises, including any improvements thereon or facilities appurtenant thereto, or the rights of City, City may, without notice, elect to perform those acts in respect of which Tenant is in default at Tenant's expense and Tenant shall thereupon reimburse City, with interest at the rate of 10% per annum, upon thirty (30) days' written notice by City to Tenant.

c) **Other Remedies.** All rights, options, and remedies of the Parties contained in this Lease shall be construed and held to be cumulative and not one of them shall be exclusive of the other, and City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided for by law, whether or not stated in this Lease.

17.15 **Waiver of Default.** Any waiver by City of a default of this Lease arising out of the breach of any of the covenants, conditions, or restrictions of this Lease shall not be construed or held to be a waiver of any succeeding or preceding default arising out of a breach of the same or any other

covenant, condition, or restriction of this Lease.

17.16 **City's Right of Entry**. Tenant shall permit City and any agents and employees of City to enter in and upon the leased Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for improvements, alterations, additions, or repairs, without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the leased Premises thereby occasioned.

17.17 **Notices**. All notices, requests, or demands hereunder required or permitted to be given under this Lease shall be in writing and shall be personally delivered or sent by facsimile or by United States certified mail, postage prepaid, return receipt requested, or by a nationally recognized courier, postage prepaid, addressed as follows:

To City:                   City of Marina  
                                   City Hall  
                                   Attention: City Manager/Airport Manager  
                                   211 Hillcrest Avenue  
                                   Marina, California 93933  
                                   Fax Number: (831) 384-0425

Copy to:

To Tenant:

or to such other address as either party may from time-to-time designate by notice to the other given in accordance with this section. Notice shall be deemed effective on the date personally served or sent by facsimile or, if mailed, three (3) business days from the date such notice is deposited in the United States mail. Either party may change the place for giving notice to it by thirty (30) days' prior written notice to the other party as provided herein.

17.18 **Authority**. Each Party represents, warrants, and covenants that the undersigned has the right and authority to execute and perform this Agreement.

17.19 **Amendment or Modification**. This Lease may be amended, altered or modified only by a writing specifying such amendment, alteration or modification, executed by authorized representatives of both of the parties hereto. In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Lease, Tenant agrees to consent in writing upon the request of City to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of the Lease as may be reasonably required to enable City to obtain FAA funds, provided that in no event shall such changes materially impair the rights of Tenant hereunder. A failure by Tenant to so consent shall constitute a breach of this Lease.

17.20 **Construction of Lease**. Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If there shall be more than one Tenant designated in or signatory to this Lease, the obligations hereunder imposed upon Tenant shall be joint and several; and the term

“Tenant” as used herein shall refer to each and every of said signatory parties, severally as well as jointly.

17.21 **Covenant & Condition**. Each term and provision of this Lease performable by Tenant shall be construed to be both a covenant and a condition.

17.22 **Time**. Time is and shall be of the essence of each term and provision of this Lease.

17.23 **Material Breach**. Each and every term, condition, covenant and provision of this Lease is and shall be deemed to be a material part of the consideration for City’s entry into this Lease, and any breach hereof by Tenant shall be deemed to be a material breach.

17.24 **Heirs, Successors and Assigns**. All of the covenants, agreements, conditions and undertakings herein contained shall, subject to the provisions as to assignments, apply to and bind the representatives, heirs, executor, administrators, successors or assigns of all the parties hereto; and all the parties hereto shall be jointly and severally liable hereunder.

17.25 **Further Actions**. Each of the parties agree to execute and deliver to the other such documents and instruments, and to take such actions, as may reasonably be required to give effect to the terms and conditions of this Lease.

17.26 **Interpretation**. This Lease has been negotiated by and between the representatives of both parties. Accordingly, any rule of law (including Civil Code §1654) or legal decision that would require interpretation of any ambiguities in this Lease against the party that has drafted it is not applicable and is waived. The provisions of this Lease shall be interpreted in a reasonable manner to affect the purpose of the parties and this Lease.

17.27 **Captions**. Titles or captions of articles and sections contained in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Lease or the intent of any provision of it.

17.28 **Severability**. If any of the provisions of this Lease are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Lease and shall not cause the invalidity or unenforceability of the remainder of this Lease, unless this Lease without the severed provisions would frustrate a material purpose of either party in entering into this Lease.

17.29 **Waiver**. No waiver of any right or obligation of either party hereto shall be effective unless made in writing, specifying such waiver and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Lease on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

17.30 **Counterparts**. This Lease may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute one and the same instrument.

17.31 **Exhibits Incorporated**. All exhibits reference in this Lease and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this

Lease and any of the terms of any exhibit to the Lease, the terms of the Lease shall control the respective duties and liabilities of the parties.

17.32 **Entire Agreement.** This Lease constitutes the entire and complete agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements of the parties, whether written or oral, with respect to the subject matter.

**IN WITNESS WHEREOF**, this Lease has been executed by the duly authorized officers or representatives of each of the parties on the date first shown above.

CITY OF MARINA,  
a municipal corporation

DISH Wireless L.L.C  
a Colorado limited liability company

By: \_\_\_\_\_  
Layne Long, City Manager

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

(Pursuant to Reso. 2022- \_\_)

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



**EXHIBITS**

[TO BE ADDED]

**EXHIBIT A**

**PLAT SHOWING LOCATION OF BUILDING 524 WITH LEASE AREA AND NON-EXCLUSIVE  
EASEMENT AREA**

**EXHIBIT B**

**PLAN SET DEPICTING DISH TELCOMMUNICATIONS FACILITY IMPROVEMENTS**

**EXHIBIT C**

**CITY INSURANCE STANDARDS**

**EXHIBIT D**

**FAA ASSURANCES**

**EXHIBIT E**

**ARMY CORPS OF ENGINEERS' ASBESTOS SURVEY FOR BUILDING 524**

Exhibit A







DISH WIRELESS SITE ID:

SFSFO01108B

SITE ADDRESS:

**761 NEESON RD.  
MARINA, CA 93933**

**SCOPE OF WORK**

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

- SECTOR SCOPE OF WORK:
- INSTALL (3) PROPOSED 6'-0" PANEL ANTENNAS (1 PER SECTOR)
  - INSTALL (6) PROPOSED RRUs (2 PER SECTOR)
  - INSTALL (1) PROPOSED SURGE SUPPRESSION DEVICE
  - INSTALL (6) PROPOSED POWER CABLES (2 PER SECTOR)
  - INSTALL (6) PROPOSED FIBER CABLES (2 PER SECTOR)
  - INSTALL (1) 1.411"Ø HYBRID CABLE
  - INSTALL (24) 1/2"Ø JUMPERS, (3) RET CABLES TO RRU'S

- EQUIPMENT SCOPE OF WORK:
- INSTALL (1) PROPOSED BBU IN CABINET
  - INSTALL (1) PROPOSED EQUIPMENT CABINET
  - INSTALL (1) PROPOSED POWER CONDUIT
  - INSTALL (1) PROPOSED TELCO CONDUIT
  - INSTALL (1) PROPOSED NEMA 3 TELCO-FIBER BOX
  - INSTALL CAMLOCK GEN LUG INTERSECT AT GROUND LEVEL
  - INSTALL (1) METER SOCKET
  - REMOVE ALL EXISTING ABANDONED CABINETS & EQUIPMENT

SITE INFORMATION		PROJECT DIRECTORY	
PROPERTY OWNER:	CITY OF MARINA	APPLICANT:	DISH WIRELESS
ADDRESS:	211 HILLCREST AVENUE MARINA, CA 93933		5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120
CONTACT:	JEFF CRECHRIOU 831-241-8628 jcrechrious@cityofmarina.org	SITE DESIGNER:	CONNELL DESIGN GROUP 22431 ANTONIO PKWY., SUITE B160-131 RANCHO SANTA MARGARITA, CA 92688 DAN CONNELL (949) 306-4644
SITE TYPE:	ROOFTOP	SITE ACQUISITION:	BUTLER 1511 E. ORANGETHORPE AVE., SUITE D FULLERTON, CA 92831 JAKE WOOTEN
COUNTY:	MONTEREY		
LATITUDE (NAD 83):	36.678817		
LONGITUDE (NAD 83):	-121.764022		
ZONING JURISDICTION:	CITY OF MARINA		
ZONING DISTRICT:	TBD		
PARCEL NUMBER:	031-112-018-000		
OCCUPANCY GROUP:	TBD		
CONSTRUCTION TYPE:	TBD		
POWER COMPANY:	PG&E		
FIBER COMPANY:	AT&T		



5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



1511 E. ORANGETHORPE AVE., SUITE D  
FULLERTON, CA 92831

**CDG**

22431 ANTONIO PKWY  
SUITE B160-131  
RANCHO SANTA MARGARITA, CA 92688  
dconnell@connelldesigngroup.com  
949-306-4644



DATE STAMPED: 08/12/2022

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DRAWN BY: LE CHECKED BY: JPC APPROVED BY: DC

RFDS REV #1 DATED 04/05/2022

**CONSTRUCTION DOCUMENTS**

SUBMITTALS		
REV	DATE	DESCRIPTION
A	07/25/2022	ISSUED FOR 90% CD REVIEW
0	08/11/2022	ISSUED FOR 90% CD REVIEW

(VENDOR) PROJECT NUMBER  
SFSFO01108B

DISH WIRELESS PROJECT NUMBER  
SFSFO01108B

761 NEESON RD.  
MARINA, CA 93933  
ROOFTOP

SHEET TITLE  
TITLE SHEET

SHEET NUMBER

**T-1**

**CALIFORNIA - CODE COMPLIANCE**

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2019 CALIFORNIA BUILDING CODE (CBC)/2018 IBC
MECHANICAL	2019 CALIFORNIA MECHANICAL CODE (CMC)/2018 UMC
ELECTRICAL	2019 CALIFORNIA ELECTRICAL CODE (CEC)/2017 NEC

**SHEET INDEX**

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
LS-1	SITE SURVEY
LS-2	SITE SURVEY
A-1	OVERALL SITE PLAN AND EQUIPMENT PLAN
A-2	ROOF PLAN
A-3	EQUIPMENT PLANS, ANTENNA PLANS AND SCHEDULE
A-4	ELEVATIONS
A-5	ELEVATIONS
D-1	EQUIPMENT DETAILS
D-2	EQUIPMENT DETAILS
D-3	EQUIPMENT DETAILS
E-1	S.L.D., PANEL SCHEDULE & NOTES
E-2	ELECTRICAL DETAILS
G-1	GROUNDING PLAN AND NOTES
G-2	GROUNDING DETAILS
RF-1	RF DATA
GN-1	GENERAL NOTES
GN-2	GENERAL NOTES
GN-3	GENERAL NOTES
GN-4	GENERAL NOTES

**SITE PHOTO**



**UNDERGROUND SERVICE ALERT**  
UTILITY NOTIFICATION CENTER OF CALIFORNIA  
(800) 422-4133  
WWW.CALIFORNIA811.ORG  
CALL 2-14 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

**GENERAL NOTES**

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

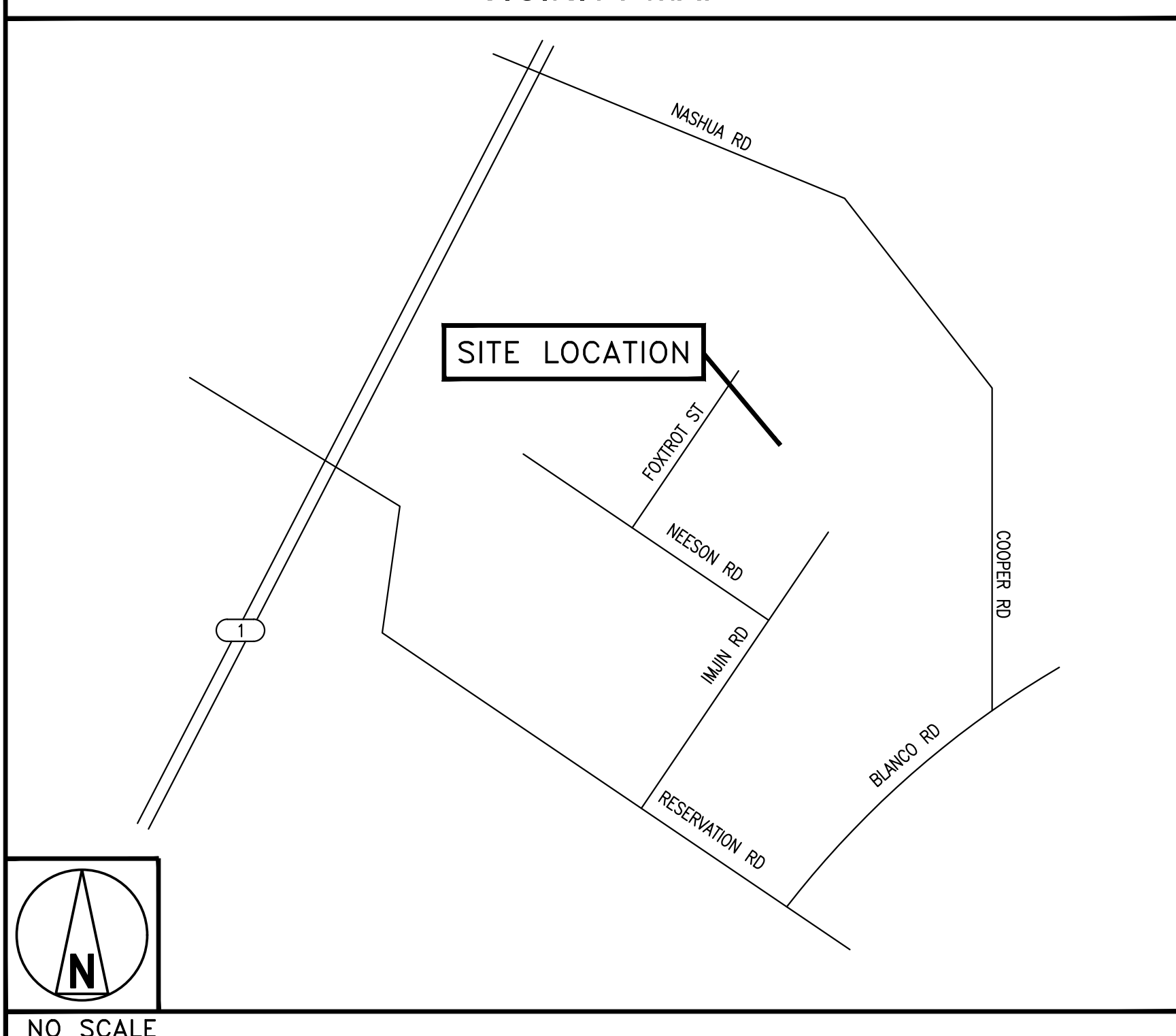
11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

**DIRECTIONS**

- DIRECTIONS FROM SFO AIRPORT:**
- HEAD SOUTH, KEEP LEFT, FOLLOW SIGNS FOR US-101 S/SAN JOSE AND MERGE ONTO US-101 S
  - TAKE EXIT 336 FOR CA-156 W TOWARD MONTEREY/PENINSULA
  - CONTINUE ONTO CA-156 W
  - CONTINUE ONTO CA-1 S
  - TAKE EXIT 414 FOR MOLERA RD/NASHUA RD
  - TURN RIGHT ONTO MOLERA RD
  - CONTINUE ONTO NASHUA RD
  - CONTINUE ONTO COOPER RD
  - TURN RIGHT ONTO W BLANCO RD
  - USE THE RIGHT 2 LANES TO TURN RIGHT ONTO RESERVATION RD
  - TURN RIGHT ONTO IMAJIN RD
  - TURN LEFT ONTO NEESON RD
  - TURN RIGHT ONTO FOXTROT ST
  - DESTINATION WILL BE ON THE RIGHT

**VICINITY MAP**







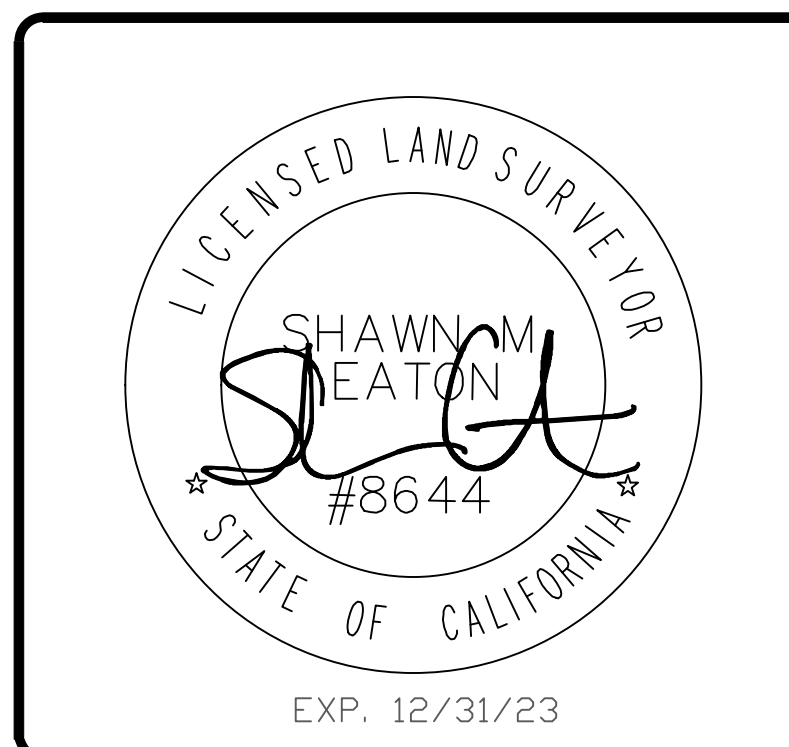
5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



15604 Magnolia Rd.  
Grass Valley, CA. 95949  
Ph. 530.830.0038

DRAWN BY: HE  
CHECKED BY: SE

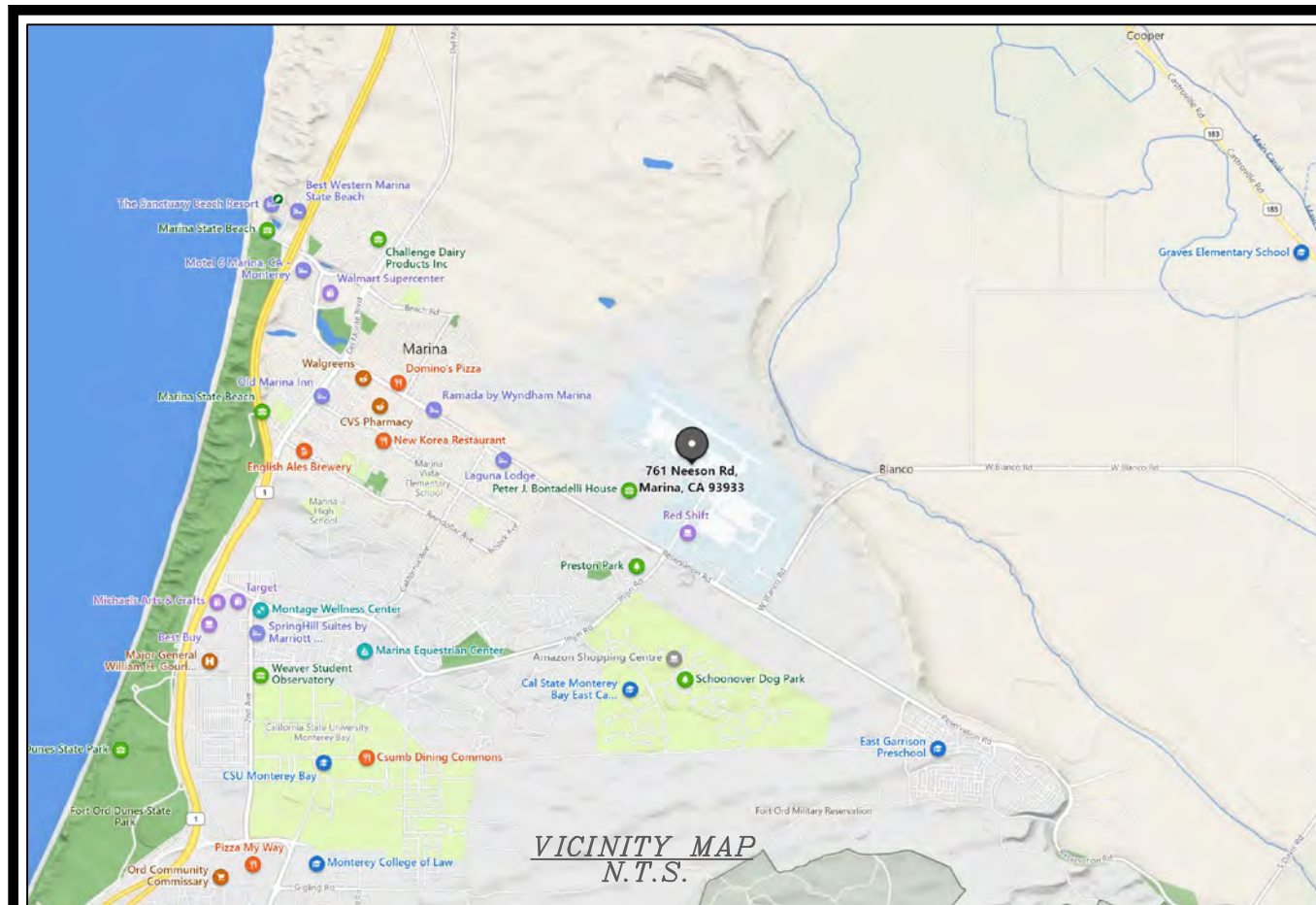
REVISIONS:		
REV	DATE	DESCRIPTION
0	03/31/22	SUBMITTAL



PROJECT INFORMATION:  
**SFSFO01108B**  
761 NEESON RD.  
MARINA, CA. 99393  
MONTEREY COUNTY

SHEET TITLE:  
**SITE SURVEY**

SHEET NUMBER:  
**LS-1**



**SURVEY DATE**  
03/23/2022

**BASIS OF BEARING**  
BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM CALIFORNIA STATE PLANE COORDINATE ZONE THREE, DETERMINED BY GPS OBSERVATIONS.

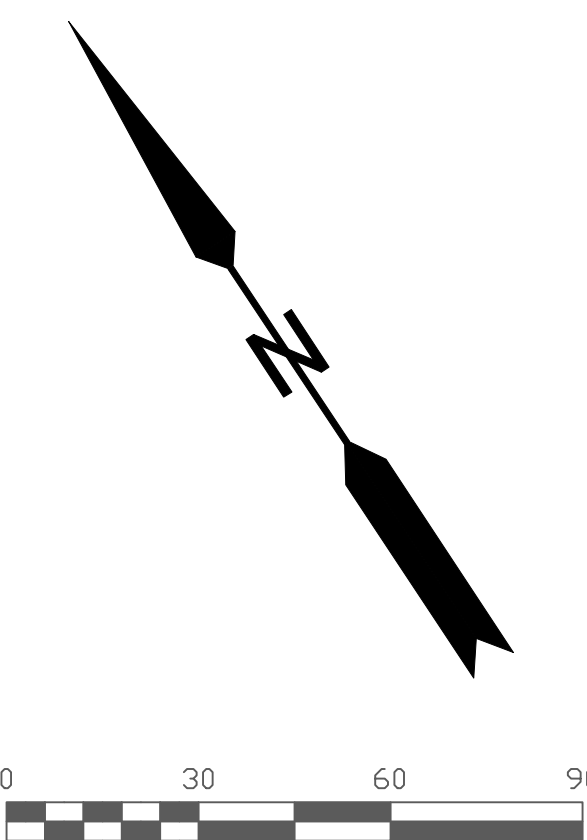
**BENCHMARK**  
PROJECT ELEVATIONS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS 'GEOID 18' MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED BY OBSERVATIONS OF THE 'CRTN' REAL TIME NETWORK. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.

**FLOOD ZONE**  
THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD ZONE "X". ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP(S), MAP ID #06053C0195H, DATED 06/21/2017

**UTILITY NOTES**  
SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT 811 AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

**SURVEYOR'S NOTES**  
SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. CONTOURS DERIVED FROM DIRECT FIELD OBSERVATIONS AND FOLLOWS THE CURRENT NATIONAL MAP STANDARDS FOR VERTICAL ACCURACY.

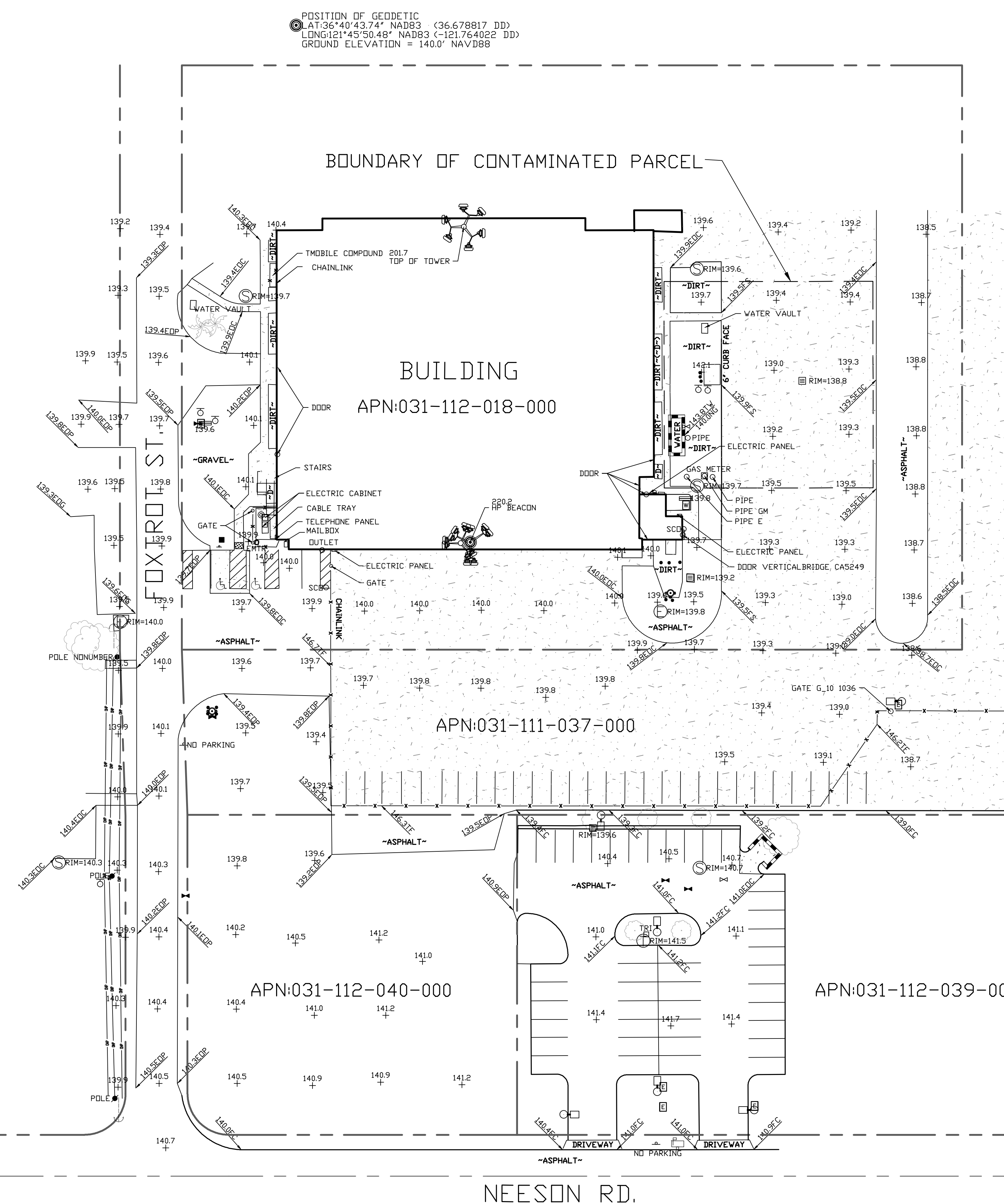
**LESSOR LEGAL DESCRIPTION**  
TAX PARCEL NO. 031-112-018-000



**LEGEND**

These standard symbols will be found in the drawing.

- TRUNCATED DOME
- CONCRETE
- GRAVEL
- FENCE
- OVERHEAD LINE
- PROPERTY LINE
- CENTERLINE
- EASEMENT
- DECIDUOUS TREE
- PALM TREE
- MAILBOX
- MANHOLE TELEPHONE
- FIRE HYDRANT
- GUY WIRE
- MANHOLE ELECTRIC
- POWER POLE
- GPS
- WOOD POST
- SIGN
- WATER VALVE
- ANTENNA
- HIGH POINT
- SPOT GRADE
- PARKING LOT LIGHT
- PULLBOX ELECTRIC
- MANHOLE SEWER
- BLOWOFF VALVE
- GROUND ROD
- WATER METER
- GAS METER
- GAS VALVE
- BOLLARD
- POST INDICATOR VALVE
- SQUARE INLET
- HANDICAP SYMBOL
- FACE OF CURB
- TOP OF WALL
- NATURAL GROUND
- EDGE OF CONCRETE
- EDGE OF PAVEMENT
- SEWER CLEANOUT



POSITION OF GEODETIC  
LAT: 36°40'43.74" NAD83 (36.678817 DD)  
LONG: 121°45'50.48" NAD83 (-121.764022 DD)  
GROUND ELEVATION = 140.0' NAVD88





5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



15604 Magnolia Rd.  
Grass Valley, CA. 95949  
Ph. 530.830.0038

DRAWN BY: HE  
CHECKED BY: SE

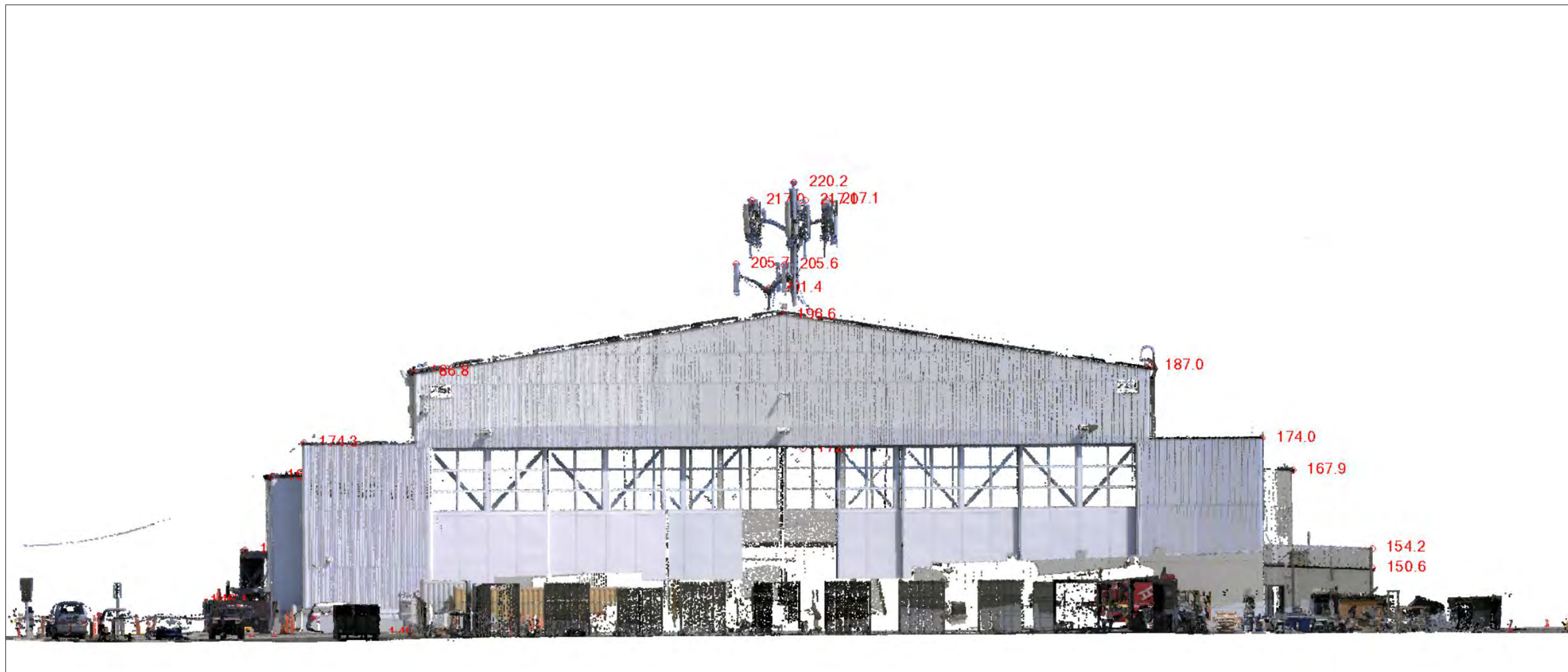
REVISIONS:		
REV	DATE	DESCRIPTION
0	03/31/22	SUBMITTAL



PROJECT INFORMATION:  
**SFSFO01108B**  
761 NEESON RD.  
MARINA, CA. 993933  
MONTEREY COUNTY

SHEET TITLE:  
**SITE SURVEY**

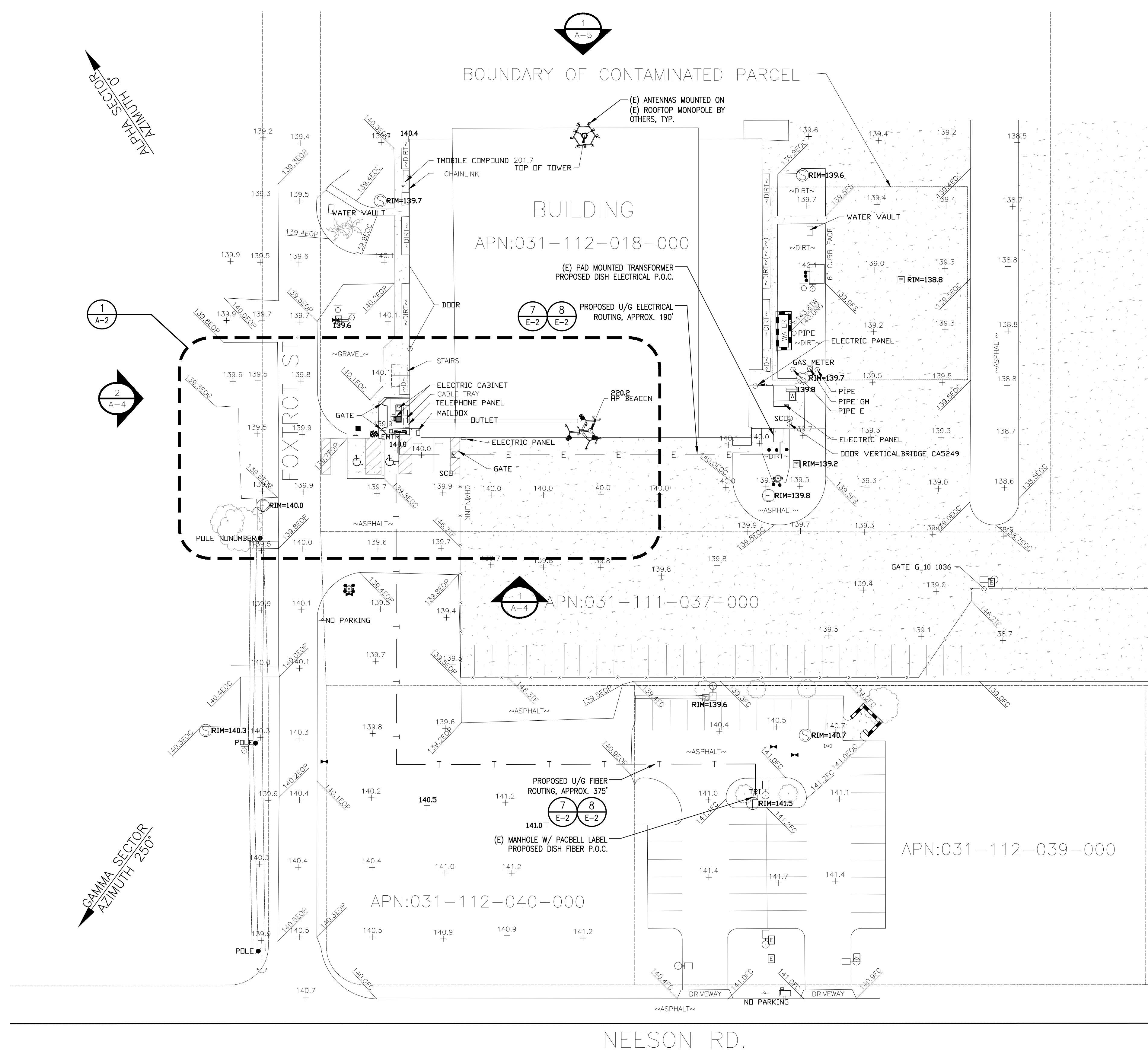
SHEET NUMBER:  
**LS-1**



*BUILDING DETAIL*



- NOTES
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
  2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.



DELTA SECTOR  
AZIMUTH 0

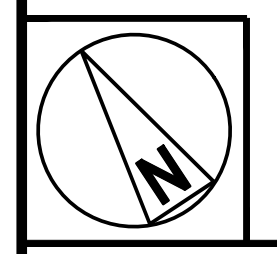
1  
A-2

2  
A-4

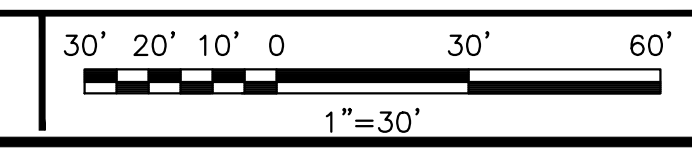
GAMMA SECTOR  
AZIMUTH 250

2  
A-5

BETA SECTOR  
AZIMUTH 140



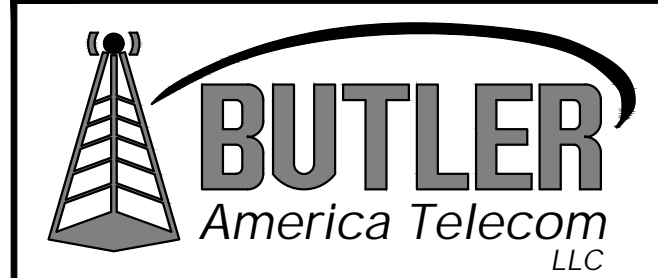
OVERALL SITE PLAN



1



5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



1511 E. ORANGETHORPE AVE., SUITE D  
FULLERTON, CA 92831

CDG

22431 ANTONIO PKWY  
SUITE B160-131  
RANCHO SANTA MARGARITA CA 92688  
dconnell@connelldesigngroup.com  
949-306-4644



DATE STAMPED: 08/12/2022

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RFDS REV #1 DATED 04/05/2022

CONSTRUCTION DOCUMENTS

SUBMITTALS		
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A	07/25/2022	ISSUED FOR 90% CD REVIEW
0	08/11/2022	ISSUED FOR 90% CD REVIEW

(VENDOR) PROJECT NUMBER  
SFSF001108B

DISH WIRELESS PROJECT NUMBER  
SFSF001108B

761 NEESON RD.  
MARINA, CA 93933  
ROOFTOP

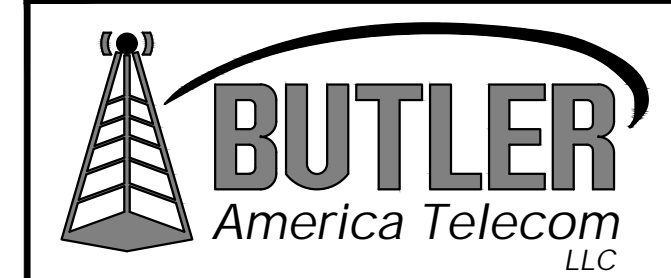
SHEET TITLE  
OVERALL  
SITE PLAN

SHEET NUMBER  
**A-1**

- NOTES**
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
  2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
  3. CONTRACTOR TO VERIFY WITH DISH WIRELESS C.M. THE LOCATION OF THE POWER AND FIBER SOURCE PRIOR TO CONSTRUCTION.



5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



1511 E. ORANGETHORPE AVE., SUITE D  
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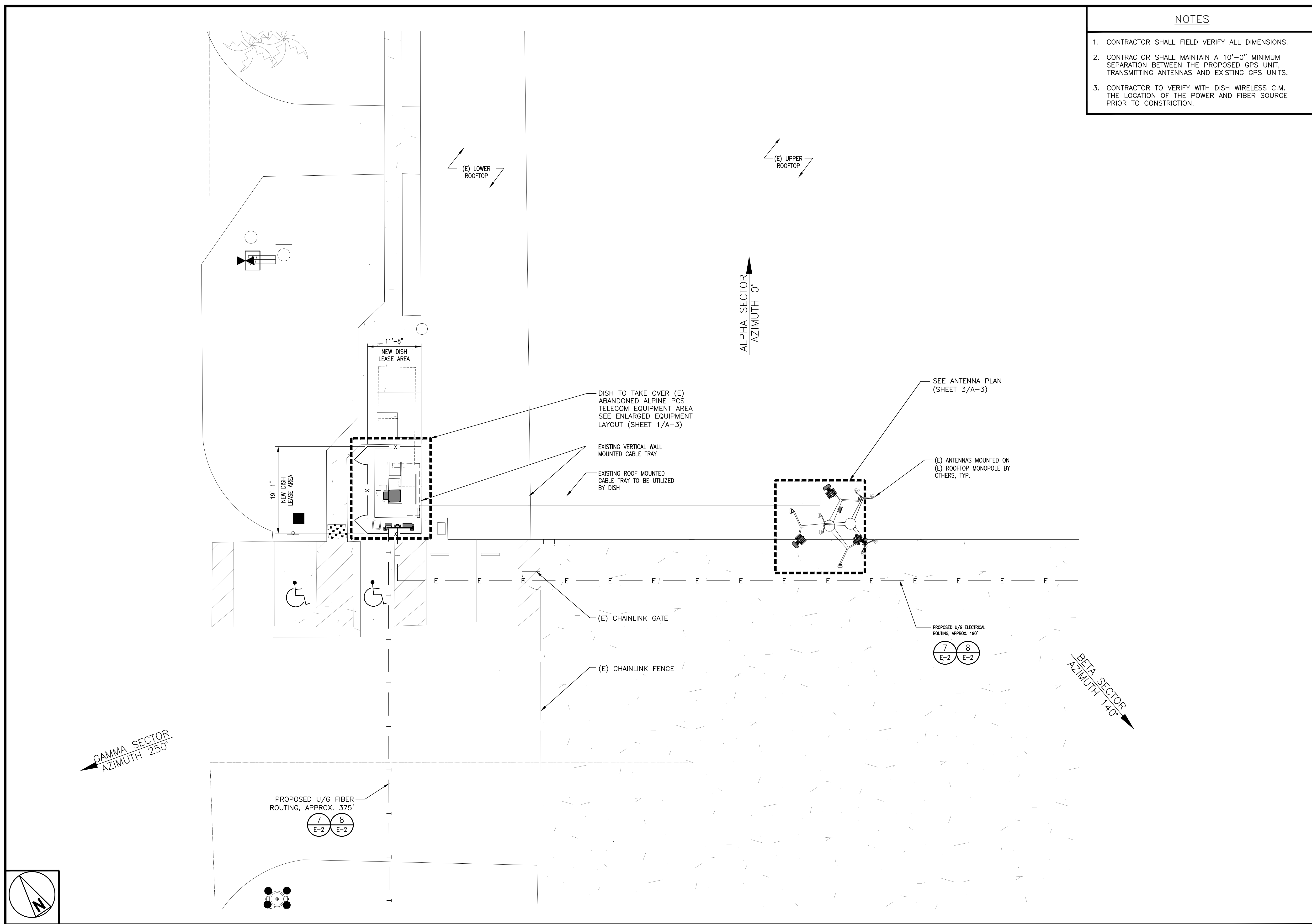
(VENDOR) PROJECT NUMBER  
SFSF001108B

DISH WIRELESS PROJECT NUMBER  
SFSF001108B

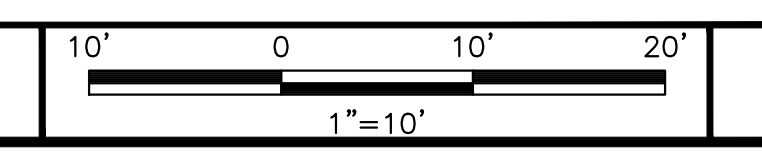
761 NEESON RD.  
MARINA, CA 93933  
ROOFTOP

SHEET TITLE  
ROOF  
PLAN

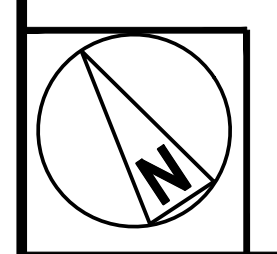
SHEET NUMBER  
**A-2**



ROOF PLAN



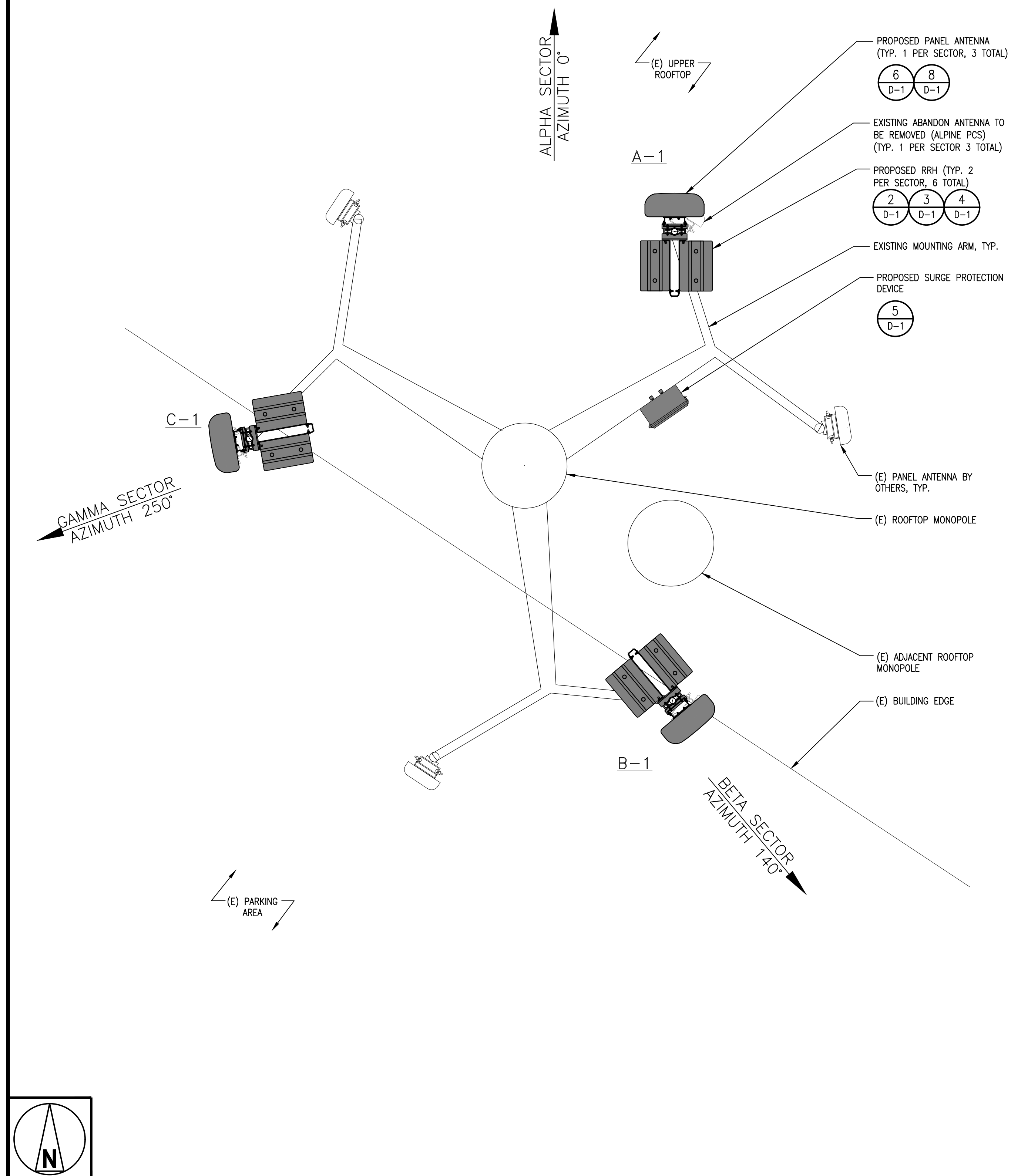
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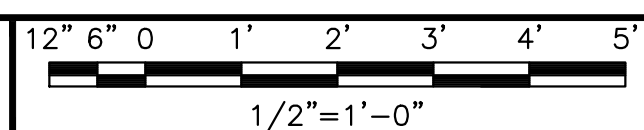


NOTES

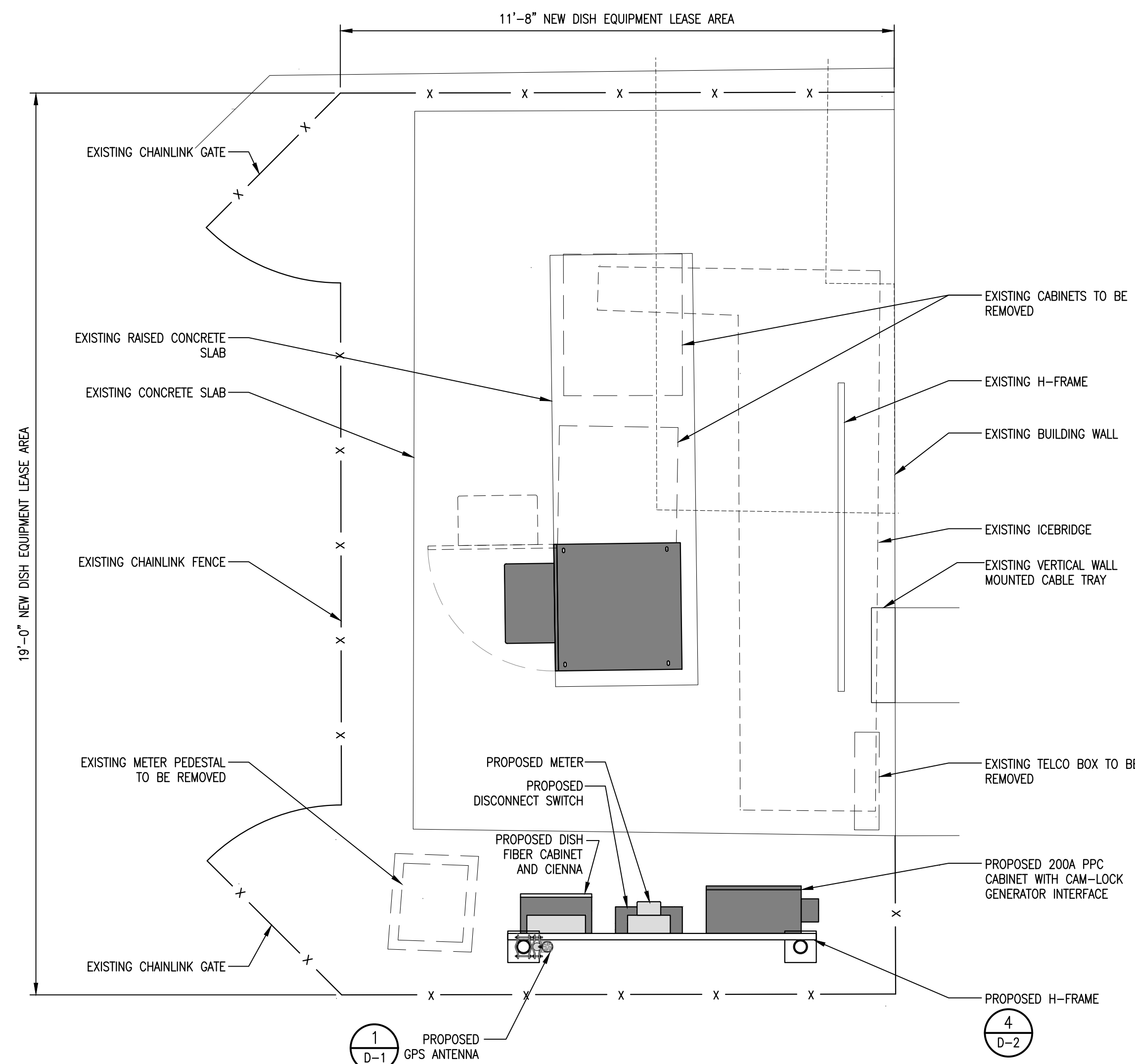
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA AND MW DISH SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
3. ANTENNAS AND EQUIPMENT SHALL BE PAINTED TO MATCH EXISTING BUILDING.



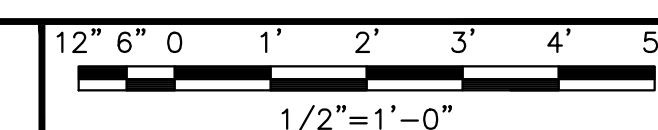
ANTENNA LAYOUT



3



EQUIPMENT LAYOUT



1

SECTOR	ANTENNA						RADIO			
	POSITION	EXISTING OR PROPOSED	MANUFACTURER - MODEL NUMBER SIZE (HxWxD)	AZIMUTH	RAD CENTER	TRANSMISSION CABLE FEED LINE TYPE AND LENGTH	POSITION	EXISTING OR PROPOSED	MANUFACTURER - MODEL NUMBER SIZE (HxWxD)	TRANSMISSION CABLE FEED LINE TYPE AND LENGTH
ALPHA	A1	PROPOSED	JMA-MX08FR0665-21 72"x20"x8"	0°	62'-0"	COAX JUMPERS (±6' LONG)	A1	PROPOSED	MTI G2021-50-02B 16.93"x13.89"x11.1"	(1) HIGH-CAPACITY HYBRID CABLE (150' LONG)
							A1	PROPOSED	MTI G2021-49-02B 16.93"x13.89"x9.84"	
BETA	B1	PROPOSED	JMA-MX08FR0665-21 72"x20"x8"	140°	62'-0"	COAX JUMPERS (±6' LONG)	B1	PROPOSED	MTI G2021-50-02B 16.93"x13.89"x11.1"	
							B1	PROPOSED	MTI G2021-49-02B 16.93"x13.89"x9.84"	
GAMMA	C1	PROPOSED	JMA-MX08FR0665-21 72"x20"x8"	250°	62'-0"	COAX JUMPERS (±6' LONG)	C1	PROPOSED	MTI G2021-50-02B 16.93"x13.89"x11.1"	
							C1	PROPOSED	MTI G2021-49-02B 16.93"x13.89"x9.84"	

NOTES

1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
2. ANTENNA OR RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.

ANTENNA SCHEDULE

NO SCALE 2

**dish WIRELESS**

5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120

**BUTLER**  
America Telecom LLC

1511 E. ORANGETHORPE AVE., SUITE D  
FULLERTON, CA 92831

**CDG**

22431 ANTONIO PKWY  
SUITE B160-131  
RANCHO SANTA MARGARITA CA 92688  
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949-306-4644



DATE STAMPED: 08/12/2022

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DRAWN BY: JPC CHECKED BY: DC APPROVED BY: LE

RFDS REV #1 DATED 04/05/2022

CONSTRUCTION DOCUMENTS

SUBMITTALS

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(VENDOR) PROJECT NUMBER

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DISH WIRELESS PROJECT NUMBER  
SFSF001108B

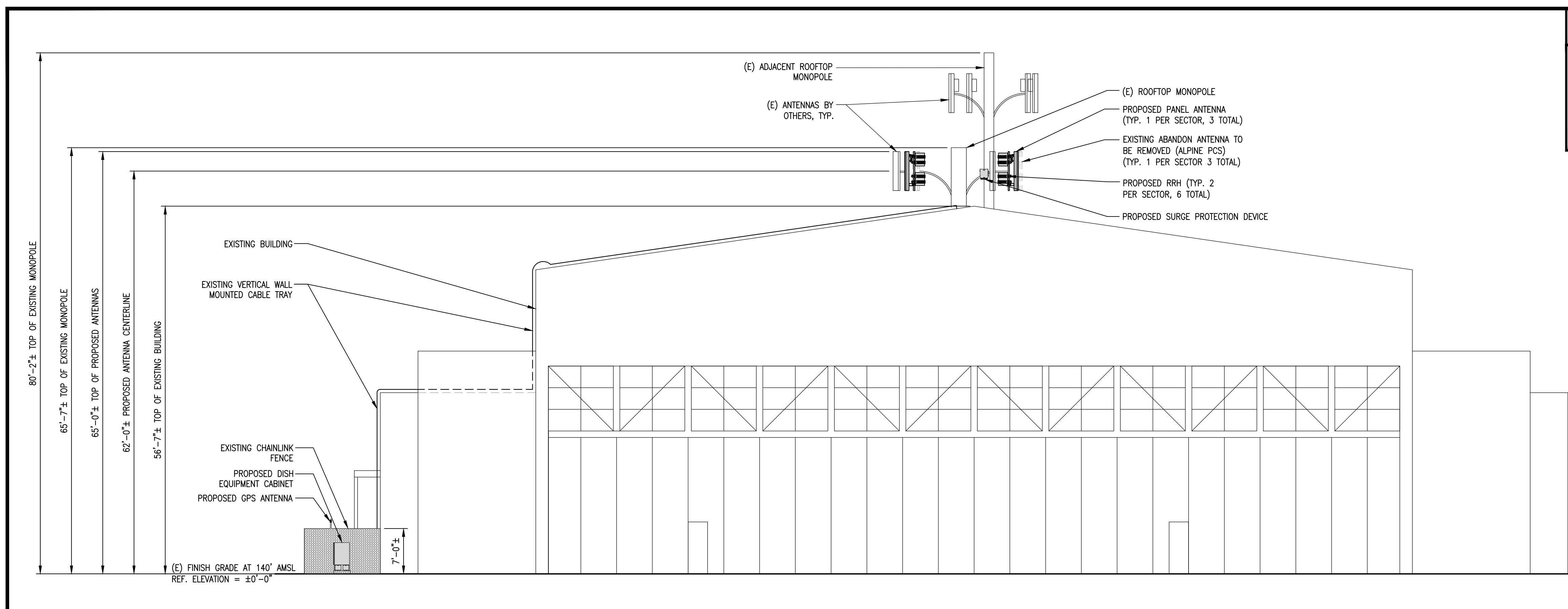
761 NEESON RD.  
MARINA, CA 93933  
ROOFTOP

SHEET TITLE  
EQUIP / ANTENNA PLANS,  
AND SCHEDULE

SHEET NUMBER

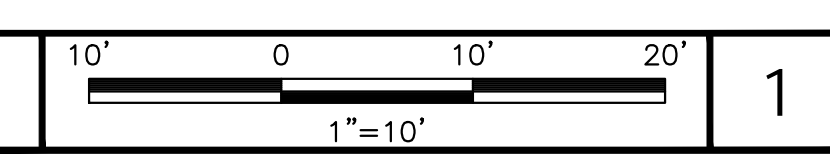
**A-3**





- NOTES
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
  2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
  3. EXISTING CHAIN LINK FENCE NOT SHOWN FOR CLARITY

BUILDING SOUTHWEST ELEVATION



**dish WIRELESS**

5701 SOUTH SANTA FE DRIVE  
 LITTLETON, CO 80120

**BUTLER**  
 America Telecom LLC

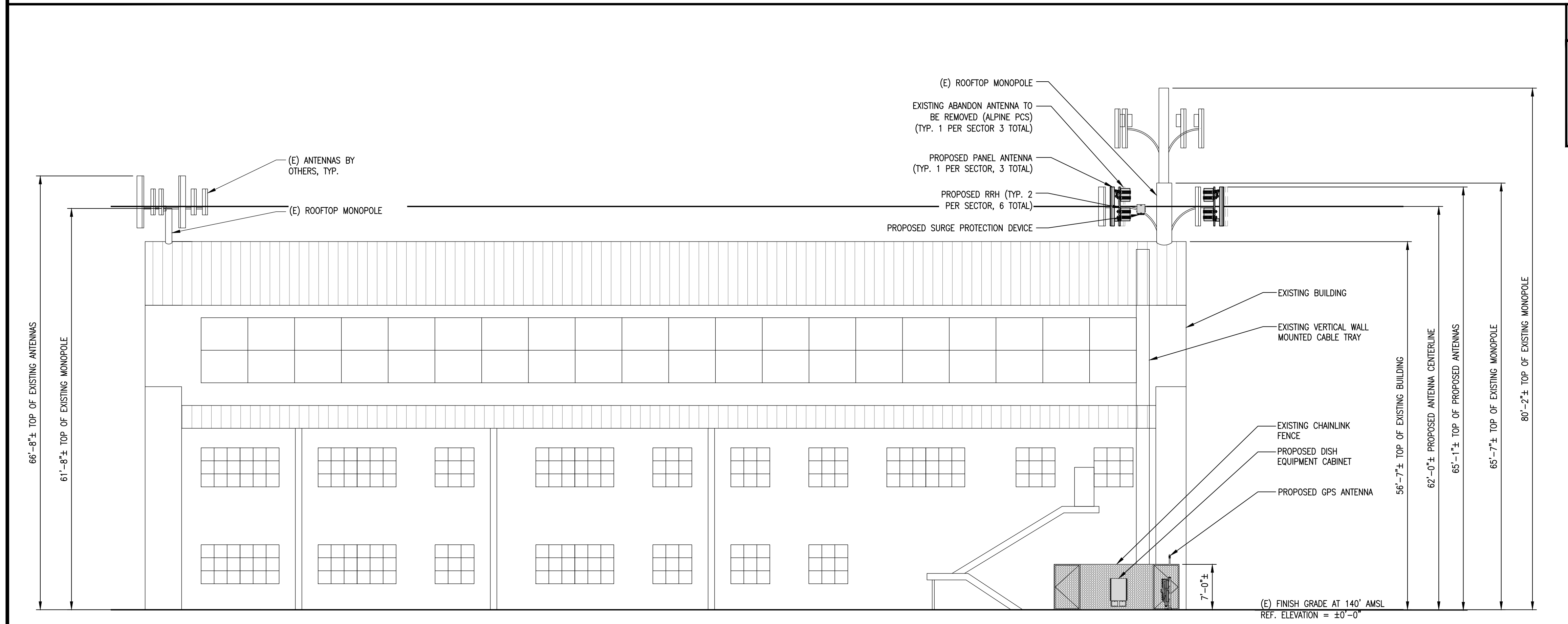
1511 E. ORANGETHORPE AVE., SUITE D  
 FULLERTON, CA 92831

**CDG**

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 dconnel@connelldesigngroup.com  
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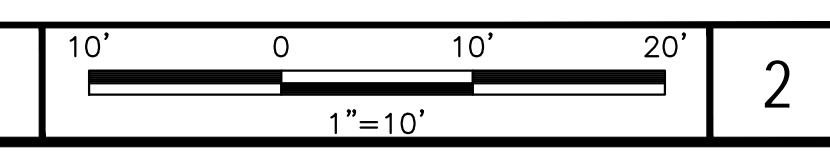
REGISTERED PROFESSIONAL ENGINEER  
 DANIEL MICHAEL CONNELL  
 NO. 62543  
 EXP. 12/31/23  
 CIVIL  
 STATE OF CALIFORNIA

DATE STAMPED: 08/12/2022



- NOTES
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
  2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
  3. EXISTING CHAIN LINK FENCE NOT SHOWN FOR CLARITY

BUILDING NORTHWEST ELEVATION



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DRAWN BY:	CHECKED BY:	APPROVED BY:
LE	JPC	DC

RFDS REV #1 DATED 04/05/2022

CONSTRUCTION DOCUMENTS

SUBMITTALS		
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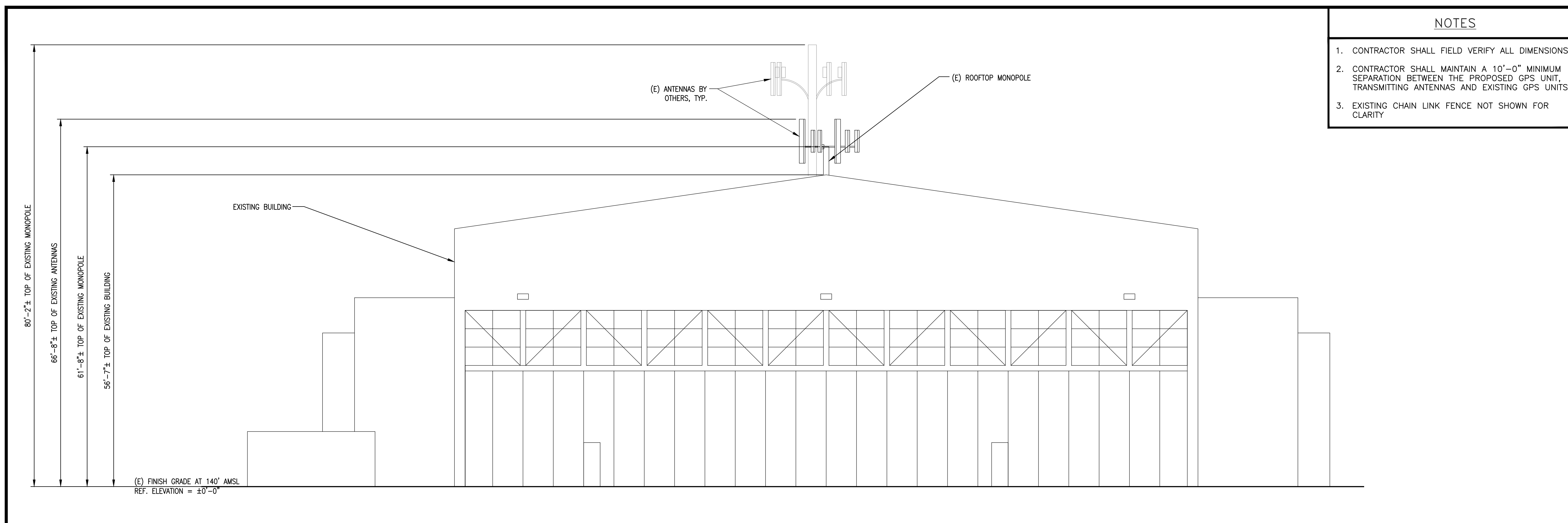
(VENDOR) PROJECT NUMBER  
 SFSF001108B

DISH WIRELESS PROJECT NUMBER  
 SFSF001108B

761 NEESON RD.  
 MARINA, CA 93933  
 ROOFTOP

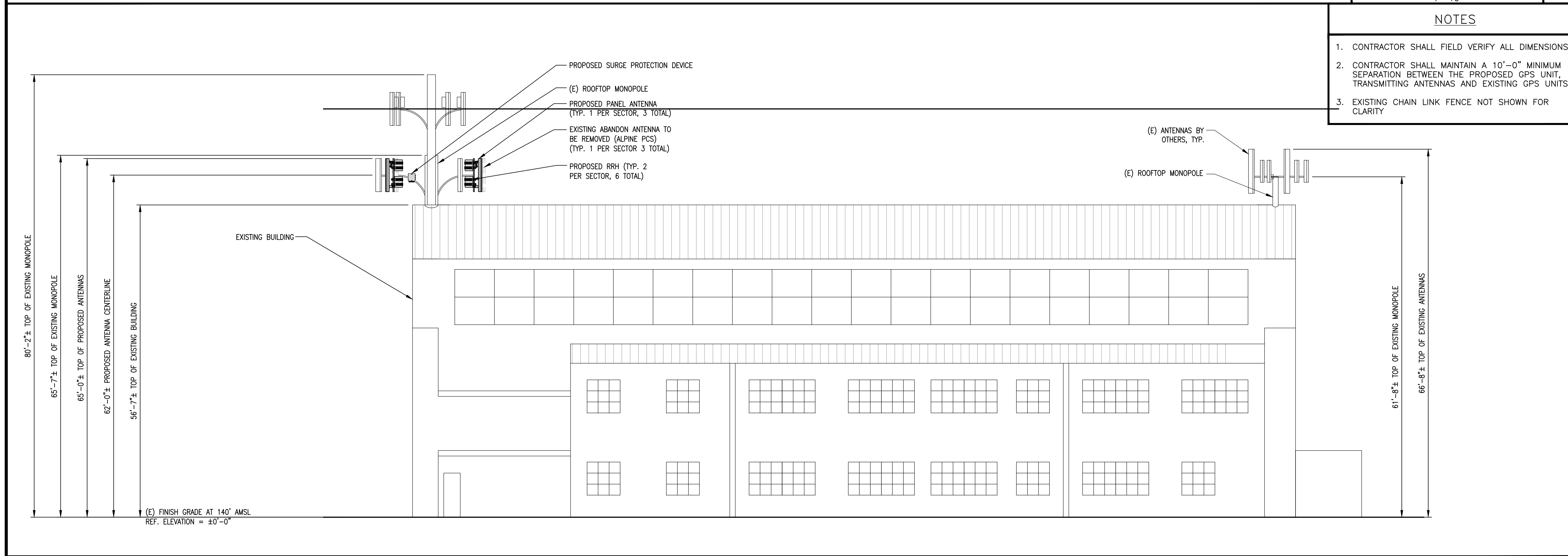
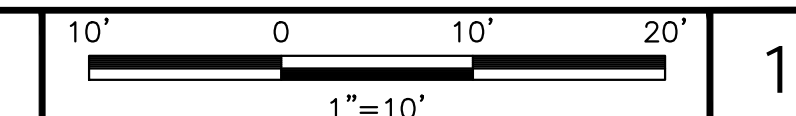
SHEET TITLE  
 ELEVATIONS

SHEET NUMBER  
**A-4**



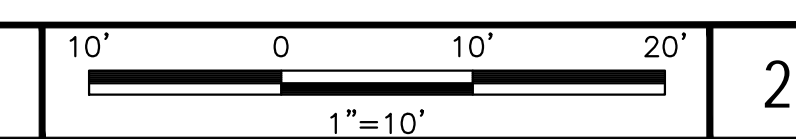
- NOTES
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
  2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
  3. EXISTING CHAIN LINK FENCE NOT SHOWN FOR CLARITY

BUILDING NORTHEAST ELEVATION



- NOTES
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  2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
  3. EXISTING CHAIN LINK FENCE NOT SHOWN FOR CLARITY

BUILDING SOUTHEAST ELEVATION



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949-306-4644

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A-5



ROSENBERGER GPSGLONASS-36-N-S	
DIMENSION (DIA x H)	69mm x 98.5mm
WEIGHT (WITH ACCESSORIES)	515.74g
CONNECTOR	N-FEMALE
FREQUENCY RANGE	1559 MHz ~ 1610.5MHz

Labels: GPS UNIT, GROUNDING KIT, MOUNTING BRACKET

GPS ANTENNA DETAIL NO SCALE 1

MTI G060708-50-02B RRH	
DIMENSIONS (HxWxD) (KG/IN)	16.93"x13.89"x11.1"
TOTAL WEIGHT (KG/LB)	97.0lb
POWER SUPPLY VOLTAGE	-48Vdc (NOMINAL)

Labels: PLAN, SIDE, FRONT

REMOTE RADIO HEAD DETAIL NO SCALE 2

COMMSCOPE BACK-TO-BACK MOUNT RR-FA2	
DIMENSIONS (HxWxD)	16.41"x18.0"x3.0"
WEIGHT	39.22 lb
PACKAGE QUANTITY	2

Labels: LARGE STABILIZER, RRU HANGER, FRONT BRACKET, BACK BRACKET

REMOTE RADIO MOUNT DETAIL NO SCALE 3

MTI G2021-49-02B RRH	
DIMENSIONS (HxWxD) (IN)	16.93"x13.89"x9.8"
TOTAL WEIGHT (LB)	86.0lb
POWER SUPPLY VOLTAGE	-48Vdc (NOMINAL)

Labels: PLAN, SIDE, FRONT

REMOTE RADIO HEAD DETAIL NO SCALE 4

RAYCAP RDIDC-9181-PF-48 SURGE PROTECTION DEVICE	
DIMENSIONS (HxWxD)	16" X 14" X 8"
WEIGHT	21.85 LBS

Labels: SIDE, BACK, FRONT

SURGE PROTECTION DEVICE DETAIL NO SCALE 5

JMA MX08FRO665-21	
DIMENSIONS (HxWxD)(MM/IN)	72"x20"x8.0"
TOTAL WEIGHT (kg/lb)	64.5lb
RF CONNECTOR INTERFACE	4.3-10 FEMALE

Labels: PLAN, SIDE, FRONT

ANTENNA DETAIL NO SCALE 6

Labels: PE/UV EXTERNAL JACKET, 1-1/4" MULTI-MODE FIBER UL, ALUMINUM OC, OPTICAL CABLE (PAIR) WITH AN INTERNAL JACKET (PE/UV), OPTICAL CABLE (QUAD) WITH AN INTERNAL JACKET (PE/UV)

HYBRID CABLE DETAIL (FOR REFERENCE) NO SCALE 7

M04 MOUNTING BRACKET HPA-33R-BUU-H4-K	
WIDTH	5" (135mm)
DEPTH	2" (51mm)
HEIGHT	8" (213mm)
TOTAL WEIGHT (WITH BRACKETS)	1.5 LBS (15.50 Kg)
HOUSING MATERIAL	ASA/ABS/ALUMINUM
RADOME COLOR	LIGHT GRAY
CONNECTOR	1X8-PIN DAISY CHAIN

Labels: MOUNTING BRACKET (TYP), ANTENNA (TYP), MOUNTING BRACKET (TYP), MOUNTING PIPE

ANTENNA MOUNTING DETAIL NO SCALE 8

NOT USED NO SCALE 9

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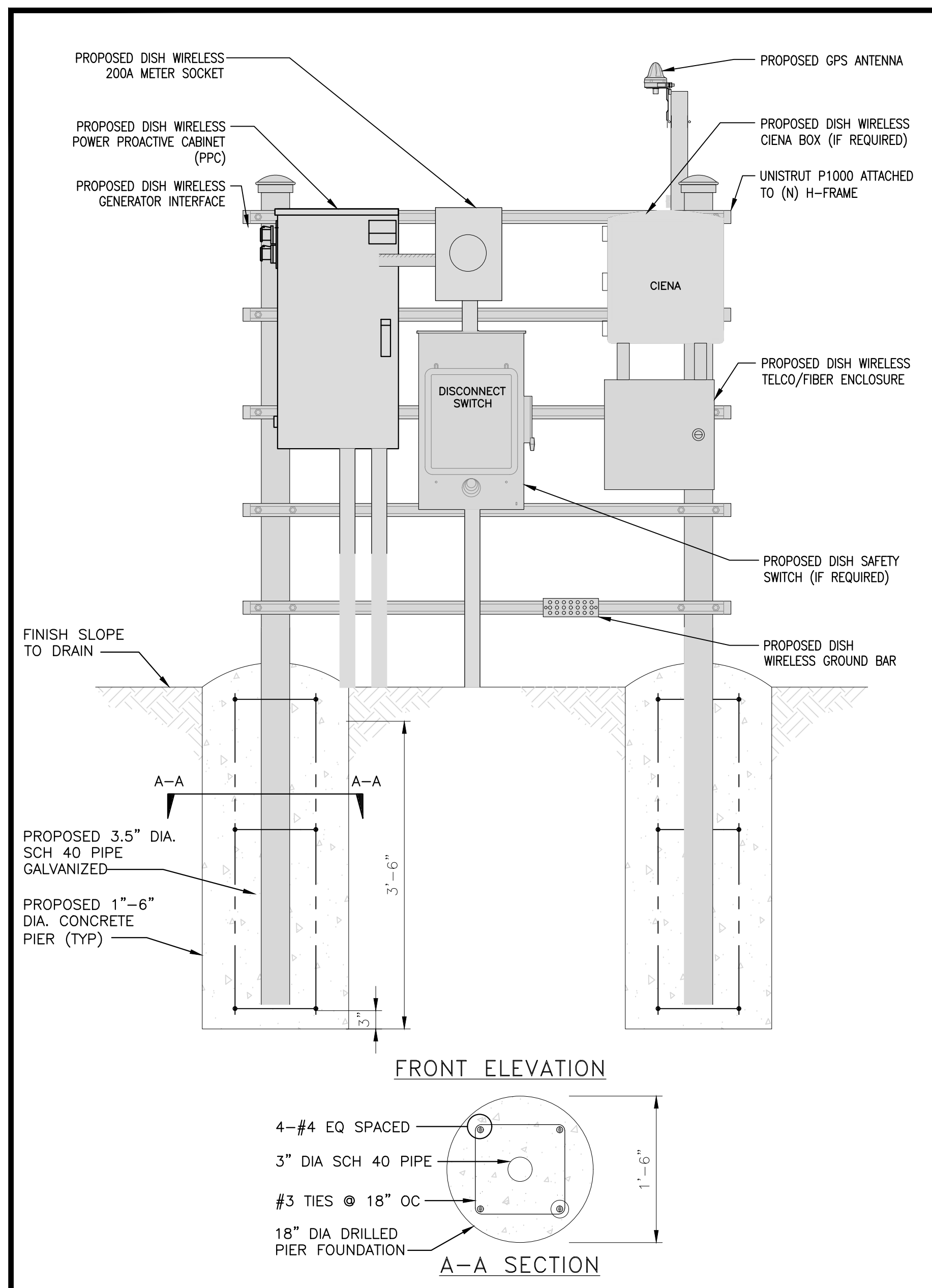
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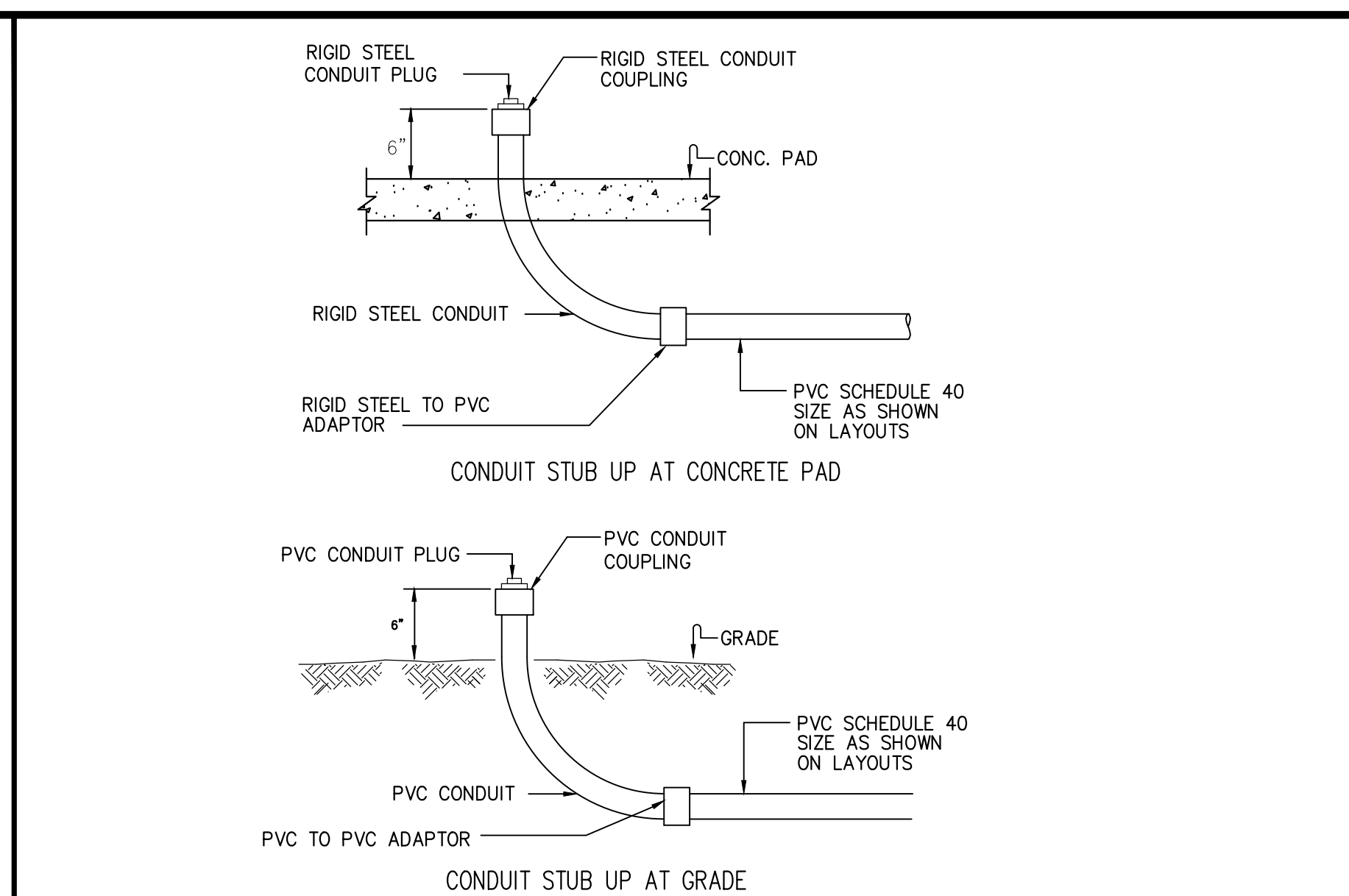
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**D-1**



UTILITY H-FRAME DETAIL NO SCALE 4



CONDUIT STUB-UPS NO SCALE 2

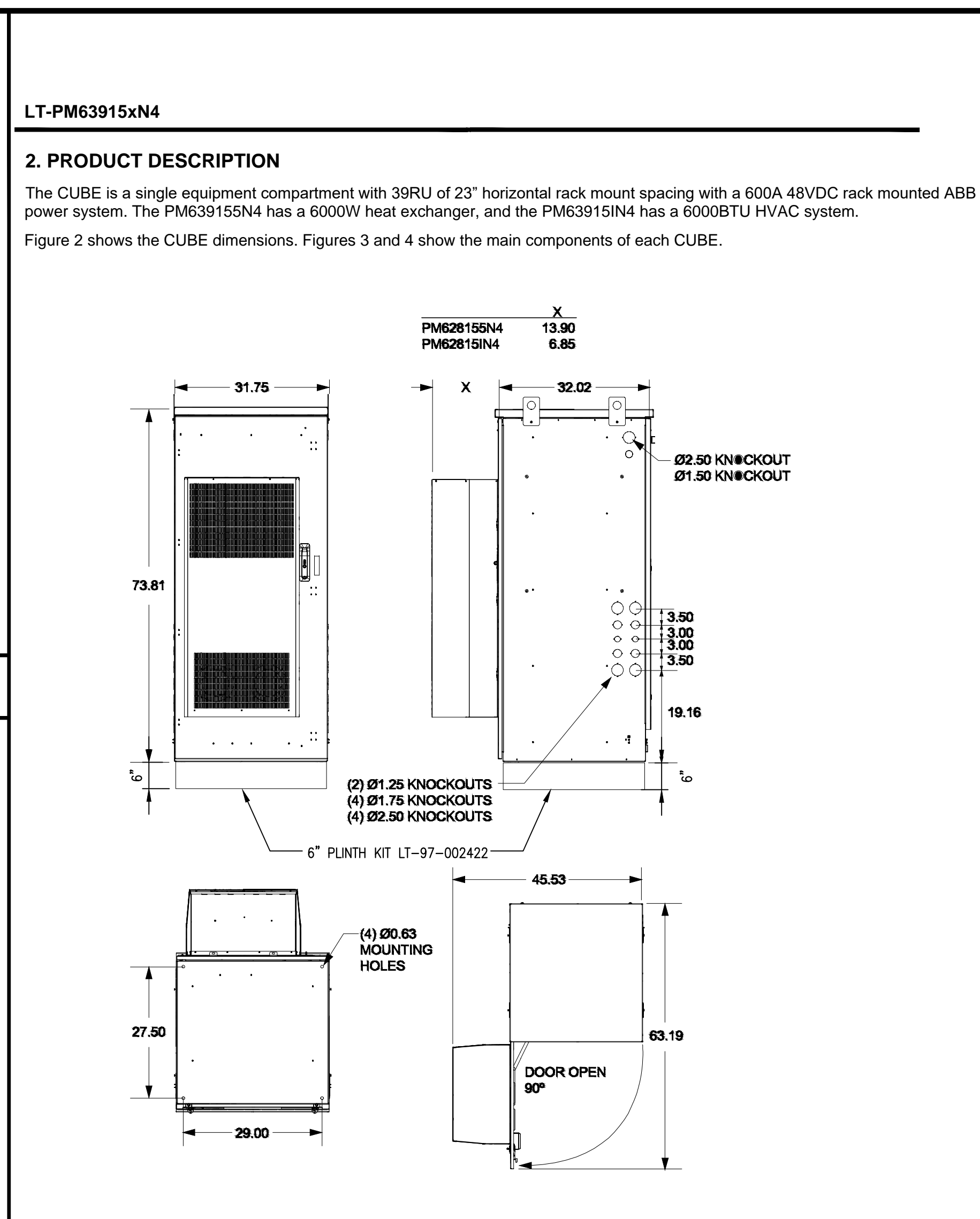
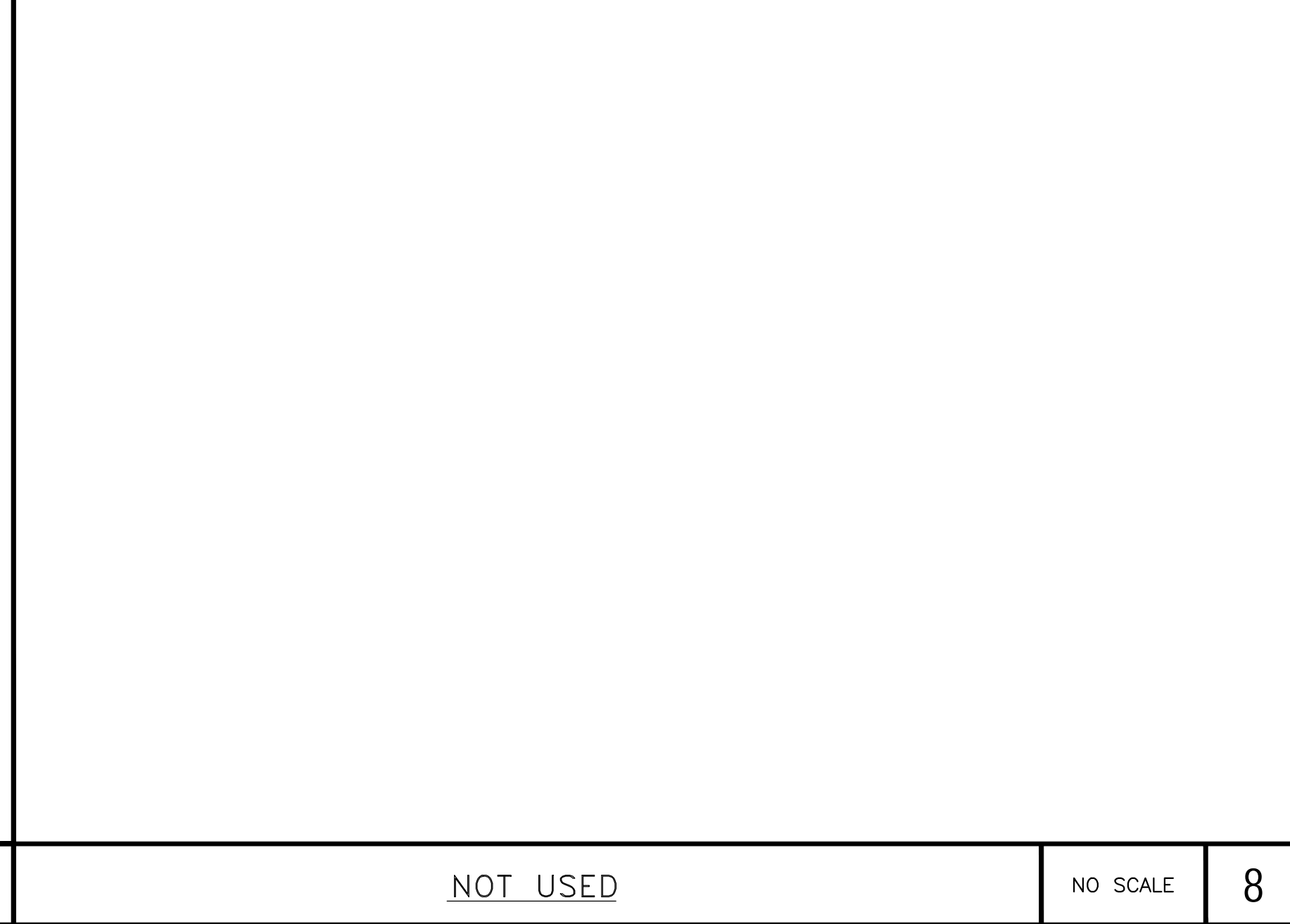


Figure 2 CUBE Dimensions (in inches) All dimensions are common to both models except for depth of thermal unit.

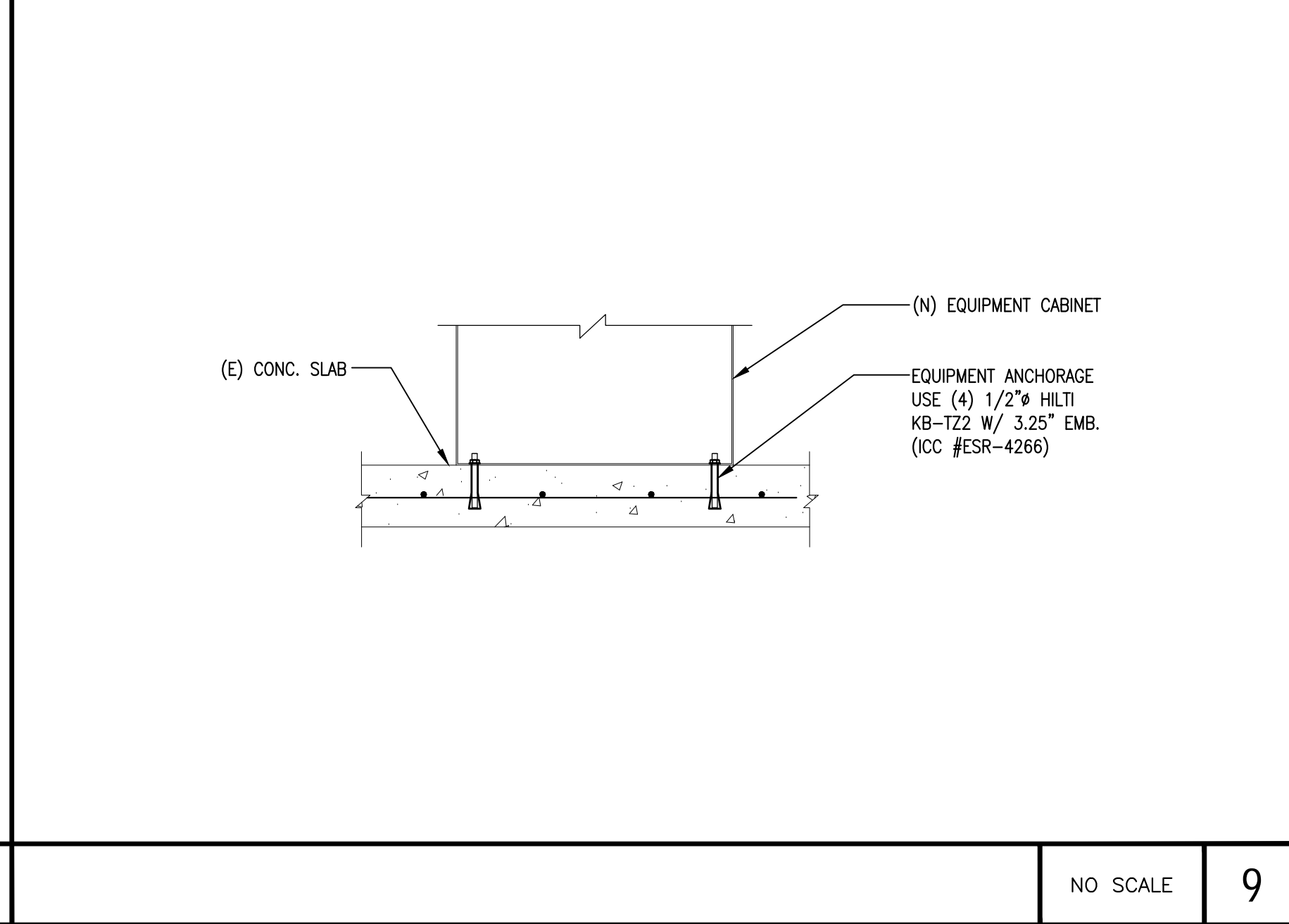
CABINET DETAIL W/ PLINTH KIT NO SCALE 6




NOT USED NO SCALE 7



NOT USED NO SCALE 8




NO SCALE 9




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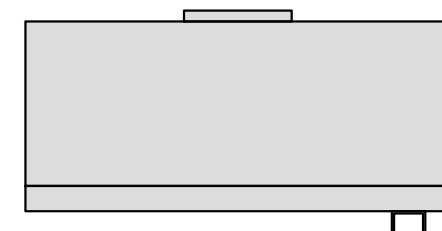
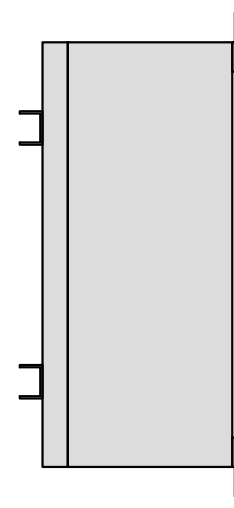
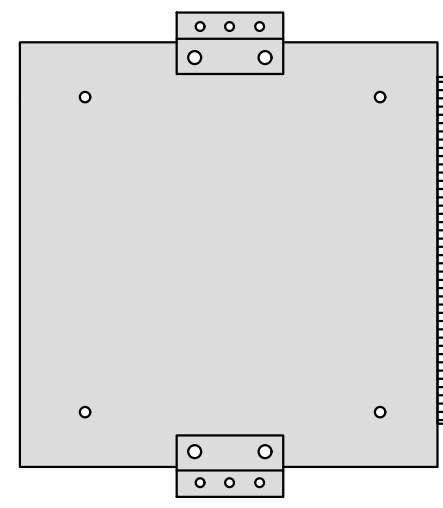
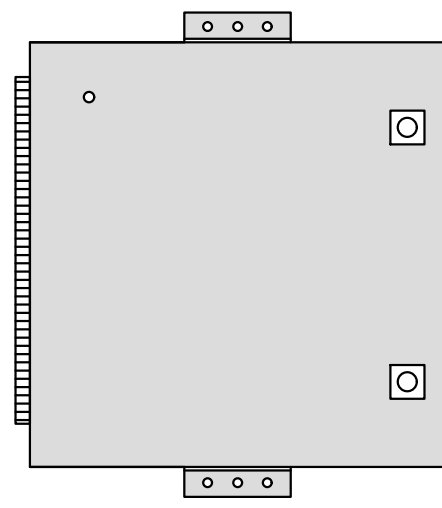

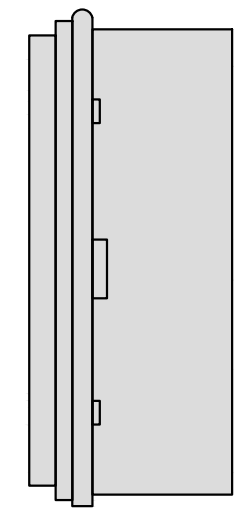
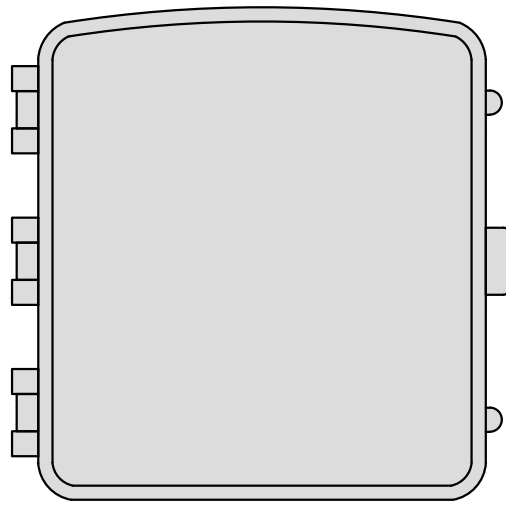
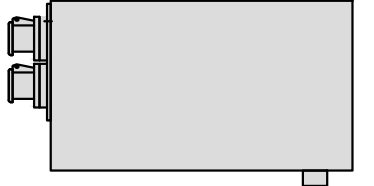
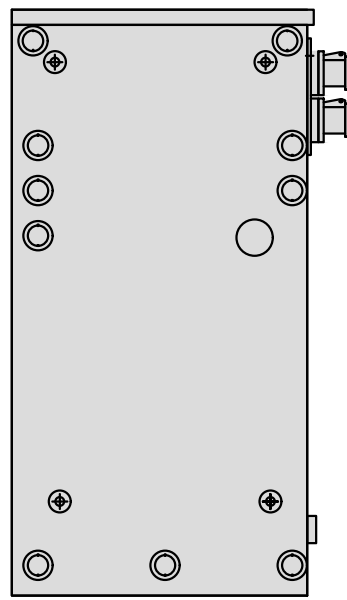
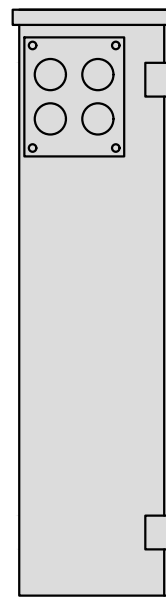
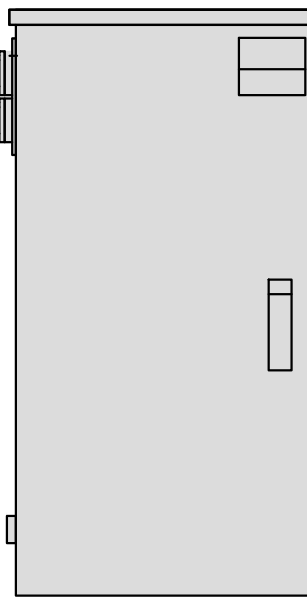
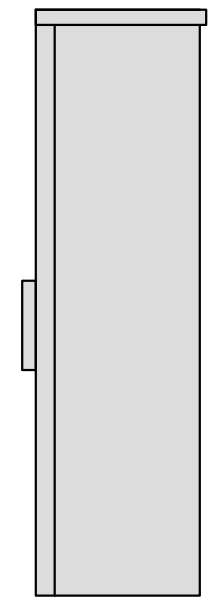
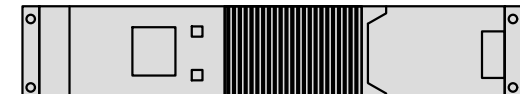
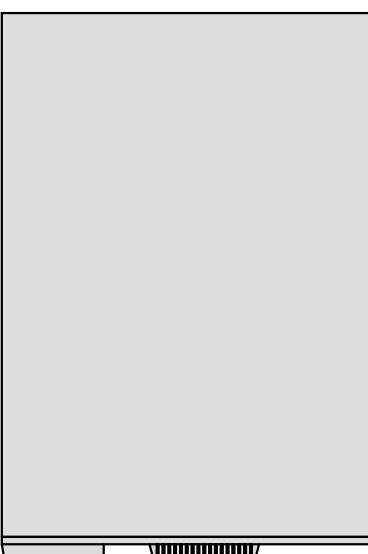
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SHEET TITLE  
**EQUIPMENT DETAILS**

---

SHEET NUMBER  
**D-2**



				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">CHARLES CFIT-PF2020DSH1 FIBER TELCO ENCLOSURE</th> </tr> <tr> <td>DIMENSIONS (HxWxD)</td> <td>20"x20"x9"</td> </tr> <tr> <td>TOTAL WEIGHT</td> <td>20 lbs</td> </tr> <tr> <td>MOUNTING</td> <td>WALL OR H-FRAME</td> </tr> <tr> <td>COMPLIANCE</td> <td>TYPE 4</td> </tr> </table>  <p style="text-align: center;">TOP</p>    <p style="display: flex; justify-content: space-around;"> <span>SIDE</span> <span>BACK</span> <span>FRONT</span> </p>	CHARLES CFIT-PF2020DSH1 FIBER TELCO ENCLOSURE		DIMENSIONS (HxWxD)	20"x20"x9"	TOTAL WEIGHT	20 lbs	MOUNTING	WALL OR H-FRAME	COMPLIANCE	TYPE 4	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">CIENA 3931 FIBER NID ENCLOSURE</th> </tr> <tr> <td>DIMENSIONS (HxWxD)</td> <td>17"x16.8"x7"</td> </tr> <tr> <td>TOTAL WEIGHT</td> <td>25.6 lbs</td> </tr> </table>  <p style="text-align: center;">TOP</p>   <p style="display: flex; justify-content: space-around;"> <span>SIDE</span> <span>FRONT</span> </p>	CIENA 3931 FIBER NID ENCLOSURE		DIMENSIONS (HxWxD)	17"x16.8"x7"	TOTAL WEIGHT	25.6 lbs	
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NOT USED	NO SCALE	4	POWER PROTECTION CABINET (PPC) DETAIL	NO SCALE	5	BATTERY DETAIL	NO SCALE	6														
NOT USED	NO SCALE	7	NOT USED	NO SCALE	8	NOT USED	NO SCALE	9														



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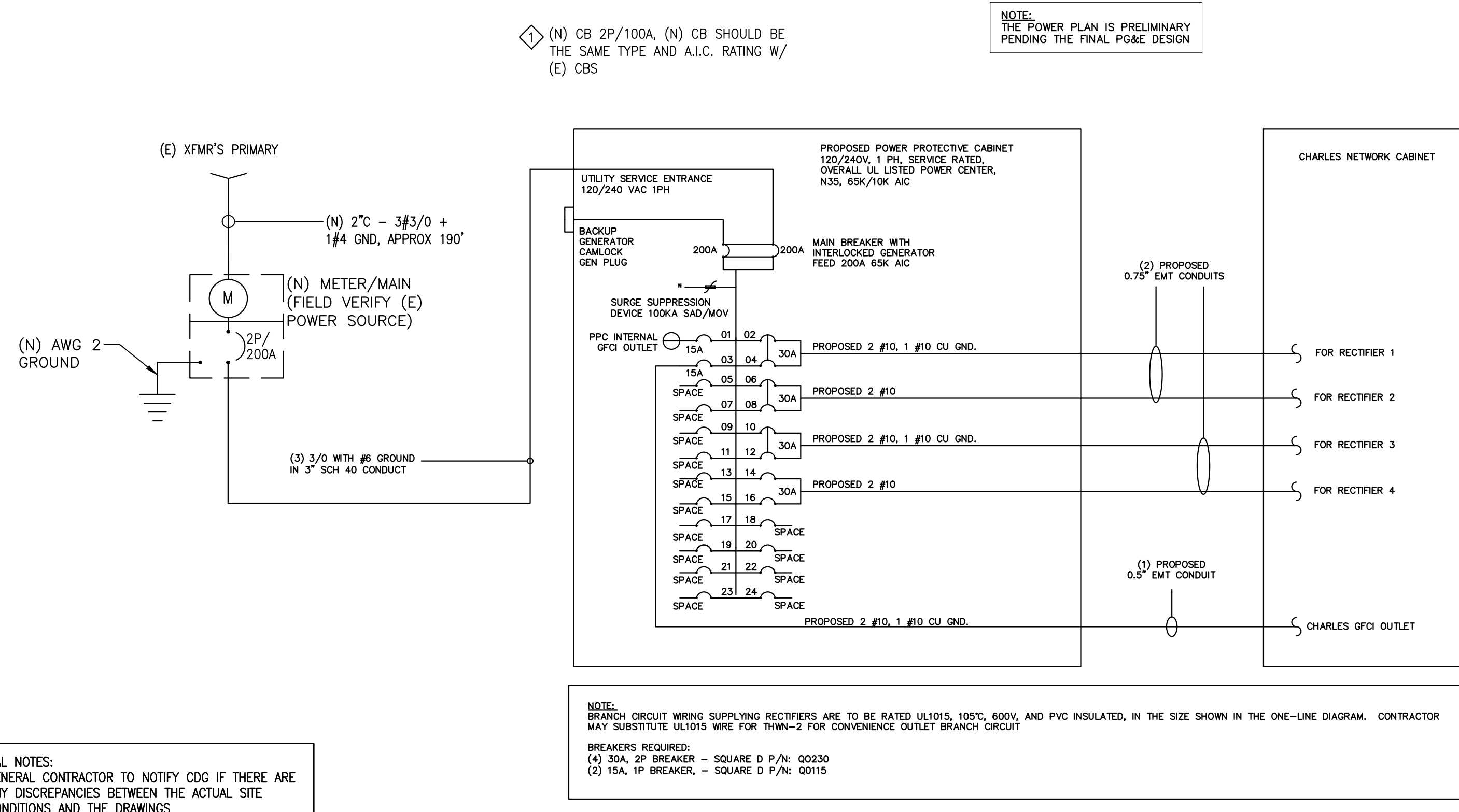
SHEET NUMBER

D-3



**ELECTRICAL NOTES**

- ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL LOCAL AND STATE CODE, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC STANDARDS.
- CONTRACTOR SHALL COORDINATE WITH LOCAL POWER COMPANY FOR REQUIREMENTS OF POWER SERVICE LINE TO THE METER BASE. POWER SERVICE REQUIREMENT IS COMMERCIAL AC NOMINAL 120/208 VOLT OR 120/240 VOLT, SINGLE PHASE WITH 200 AMP RATING.
- CONTRACTOR SHALL COORDINATE WITH LOCAL TELEPHONE COMPANY FOR REQUIREMENTS OF "T1" SERVICE LINE TO TERMINATE AT THE PPC CABINET.
- CONTRACTOR SHALL FURNISH AND INSTALL ELECTRIC METER BASE AND 200A DISCONNECT SWITCH PER SITE PLAN AND DETAIL DRAWINGS. THE METER BASE SHOULD BE LOCATED IN A MANNER WHERE ACCESSIBLE BY THE LOCAL POWER COMPANY.
- LOCAL POWER COMPANY SHALL PROVIDE 200 AMP ELECTRIC METER. CONTRACTOR SHALL COORDINATE INSTALLATION OF METER WITH LOCAL POWER COMPANY.
- UNDERGROUND POWER AND TELCO SERVICE LINES SHALL BE ROUTED IN A COMMON TRENCH. ALL UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 AND CONDUIT EXPOSED ABOVE GROUND SHALL BE RIGID GALVANIZED STEEL UNLESS OTHERWISE INDICATED.
- ALL TELCO CONDUIT LINES SHALL BE 4" SCH. 40 PVC CONDUIT UNLESS OTHERWISE INDICATED. THE TELCO CONDUIT FROM THE PPC SHALL BE ROUTED AND TERMINATED AT DESIGNATED TELCO DEMARCATION OR 2-FEET OUTSIDE FENCED AREA, NEAR UTILITY POLE (IN FENCED AREA), OR END CAP OFF AND PROVIDE MARKER STAKE PAINTED BRIGHT ORANGE WITH DESIGNATION FOR TELCO SERVICE.
- CONDUITS INSTALLED AT PCS EQUIPMENT ENDS PRIOR TO THE EQUIPMENT INSTALLATION SHALL BE STUBBED AND CAPPED AT 6" ABOVE GRADE OR PLATFORM. IF SERVICE LINES CAN'T BE INSTALLED INITIALLY, PROVIDE NYLON PULL CORD IN CONDUITS.
- THE DISH WIRELESS CABINET, INCLUDING 200 AMP LOAD PANEL AND TELCO PANEL, SHALL BE PROVIDED BY OWNER AND INSTALLED BY THE CONTRACTOR. CONTRACTOR IS TO INSTALL BREAKER(S) NOT PROVIDED BY MANUFACTURER. SEE PANEL SCHEDULE ON THIS SHEET FOR BREAKER REQUIREMENTS.
- LOCATION OF ELECTRIC METER AND DISCONNECT SWITCH TO BE COORDINATED BY ELECTRICAL CONTRACTOR AND FIELD CONSTRUCTION MANAGER.
- #2 WIRE TO BE UTILIZED IN ELECTRIC SERVICE RUNS EXCEEDING 100'.
- CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
- LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO ROUGH-IN.
- THE CONDUIT RUNS AS SHOWN ON THE PLANS ARE APPROXIMATE. EXACT LOCATION AND ROUTING SHALL BE PER EXISTING FIELD CONDITIONS.
- PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR REQUIRED BY NEC.
- ALL CONDUITS SHALL BE MET WITH BENDS MADE IN ACCORDANCE WITH NEC TABLE 346-10. NO RIGHT ANGLE DEVICE OTHER THAN STANDARD CONDUIT ELBOWS WITH 12" MINIMUM INSIDE SWEEPS FOR ALL CONDUITS 2" OR LARGER.
- ALL CONDUIT TERMINATIONS SHALL BE PROVIDED WITH PLASTIC THROAT INSULATING GROUNDING BUSHINGS.
- ALL WIRE SHALL BE TYPE THWN, SOLID, ANNEALED COPPER UP TO SIZE #10 AWG (#8 AND LARGER SHALL BE CONCENTRIC STRANDED) 75 DEGREE C, (167 DEGREES F), 98% CONDUCTIVITY, MINIMUM #12.
- ALL WIRES SHALL BE TAGGED AT ALL PULL BOXES, J-BOXES, EQUIPMENT BOXES AND CABINETS WITH APPROVED PLASTIC TAGS, ACTION CRAFT, BRADY, OR APPROVED EQUAL.
- ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
- CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION TO CONFLICTS. VERIFY WITH MECHANICAL CONTRACTOR AND COMPLY AS REQUIRED.
- ALL PANEL DIRECTORIES SHALL BE TYPEWRITTEN NOT HAND WRITTEN.
- INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, STARTERS, AND EQUIPMENT CABINETS.
- THE CONTRACTOR SHALL PREPARE AS-BUILT DRAWINGS, DOCUMENT ANY AND ALL WIRING AND EQUIPMENT CONDITIONS AND CHANGES WHILE COMPLETING THIS CONTRACT. SUBMIT AT SUBSTANTIAL COMPLETION.
- ALL DISCONNECT SWITCHES AND OTHER CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PHENOLIC NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM (NO EXCEPTIONS.)
- ALL ELECTRICAL DEVICES AND INSTALLATIONS OF THE DEVICES SHALL COMPLY WITH (ADA) AMERICANS WITH DISABILITIES ACT AS ADOPTED BY THE APPLICABLE STATE.
- PROVIDE CORE DRILLING AS NECESSARY FOR PENETRATIONS OR RISERS THROUGH BUILDING. DO NOT PENETRATE STRUCTURAL MEMBERS WITHOUT CONSTRUCTION MANAGERS APPROVAL. SLEEVES AND/OR PENETRATIONS IN FIRE RATED CONSTRUCTION SHALL BE PACKED WITH FIRE RATED MATERIAL WHICH SHALL MAINTAIN THE FIRE RATING OF THE WALL OR STRUCTURE. FILL FOR FLOOR PENETRATIONS SHALL PREVENT PASSAGE OF WATER, SMOKE, FIRE AND FUMES. ALL MATERIAL SHALL BE UL APPROVED FOR THIS PURPOSE.
- ELECTRICAL CHARACTERISTICS OF ALL EQUIPMENT (NEW AND EXISTING) SHALL BE FIELD VERIFIED WITH THE OWNER'S REPRESENTATIVE AND EQUIPMENT SUPPLIER PRIOR TO ROUGH-IN OF CONDUIT AND WIRE. ALL EQUIPMENT SHALL BE PROPERLY CONNECTED ACCORDING TO THE NAMEPLATE DATA FURNISHED ON THE EQUIPMENT (THE DESIGN OF THESE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN AND SOME EQUIPMENT CHARACTERISTICS MAY VARY FROM DESIGN AS SHOWN ON THESE DRAWINGS).
- LOCATION OF ALL OUTLET, BOXES, ETC., AND THE TYPE OF CONNECTION (PLUG OR DIRECT) SHALL BE CONFIRMED WITH THE OWNER'S REPRESENTATIVE PRIOR TO ROUGH-IN.



SINGLE LINE DIAGRAM

NO SCALE 1

**PROPOSED PANEL SCHEDULE  
RAYCAP PPC CABINET  
200A, 120/240V, 1Ø, 3W, 65kA**

LOAD SERVED	VOLT AMPS (WATTS)		TRIP	CKT #	PHASE	CKT #	TRIP	VOLT AMPS (WATTS)		LOAD SERVED
	L1	L2						L1	L2	
PPC GFCI	180		15A	1	A	2	30A	2880	2880	RECTIFIER #1
SPACE				3	B	4	30A	2880	2880	RECTIFIER #2
				5	A	6	30A	2880	2880	RECTIFIER #3
				7	B	8	30A	2880	2880	RECTIFIER #3
				9	A	10	30A	2880	2880	RECTIFIER #3
				11	B	12	30A	2880	2880	RECTIFIER #3
				13	A	14	30A	2880	2880	RECTIFIER #3
				15	B	16	15A	180		CHARLES GFCI
				17	A	18				
				19	B	20				
				21	A	22				
				23	B	24				
				25	A	26				
				27	B	28				
				29	A	30				
<b>VOLT AMPS</b>	180	0						11700	11520	
200A MCB, 1Ø, 3W, 120/240V				L1	L2					
MB RATING: 22,000 AIC				11880	11520					
				49.5	48					
				97.5						
				121.9						

PANEL SCHEDULE

NO SCALE 2

**NOTES**

- THE ENGINEER OF RECORD HAS PERFORMED ALL REQUIRED SHORT CIRCUIT CALCULATIONS AND THE AIC RATING FOR EACH DEVICE IS ADEQUATE TO PROTECT THE EQUIPMENT AND THE ELECTRICAL SYSTEM.
- THE ENGINEER OF RECORD HAS PERFORMED ALL REQUIRED VOLTAGE DROP CALCULATIONS AND ALL BRANCH CIRCUIT AND FEEDERS COMPLY WITH NEC LISTED ON 1-1) ARTICLE 210.19(A)(1) PFN NO. 4.
- THE (2) CONDUITS WITH (4) CURRENT CARRYING CONDUCTORS EACH, SHALL APPLY THE ADJUSTMENT FACTOR OF 80% PER 2014/17 NEC TABLE 310.15(C)(3)(A) OR 2020 NEC TABLE 310.15(C)(1) FOR UL1015 WIRE.
  - #12 FOR 15A-20A/1P BREAKER: 0.8 X 30A = 24.0A
  - #10 FOR 25A-30A/2P BREAKER: 0.8 X 40A = 32.0A
  - #8 FOR 35A-40A/2P BREAKER: 0.8 X 55A = 44.0A
  - #6 FOR 45A-60A/2P BREAKER: 0.8 X 75A = 60.0A
- CONDUIT SIZING: AT 40% FILL PER NEC CHAPTER 9, TABLE 4, ARTICLE 358
  - 0.5" CONDUIT - 0.122 SQ. IN AREA
  - 0.75" CONDUIT - 0.213 SQ. IN AREA
  - 2.0" CONDUIT - 1.316 SQ. IN AREA
  - 3.0" CONDUIT - 2.907 SQ. IN AREA
- CABINET CONVENIENCE OUTLET CONDUCTORS (1 CONDUIT): USING THWN-2, CU.
  - #10 - 0.0211 SQ. IN X 2 - 0.0422 SQ. IN
  - #10 - 0.0211 SQ. IN X 1 - 0.0211 SQ. IN <GROUND
  - TOTAL - 0.0633 SQ. IN
- 0.5" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (3) WIRES, INCLUDING GROUND WIRES, AS INDICATED ABOVE.
- RECTIFIER CONDUCTORS (2 CONDUITS): USING UL1015, CU.
  - #10 - 0.0266 SQ. IN X 4 - 0.1064 SQ. IN
  - #10 - 0.0082 SQ. IN X 1 - 0.0082 SQ. IN <BARE GROUND
  - TOTAL - 0.1146 SQ. IN
- 0.75" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (5) WIRES, INCLUDING GROUND WIRES, AS INDICATED ABOVE.
- PPC FEED CONDUCTORS (1 CONDUIT): USING THWN, CU.
  - 3/0 - 0.2679 SQ. IN X 3 - 0.8037 SQ. IN
  - #6 - 0.0507 SQ. IN X 1 - 0.0507 SQ. IN <GROUND
  - TOTAL - 0.8544 SQ. IN
- 3.0" SCH 40 PVC CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (4) WIRES INCLUDING GROUND WIRE, AS INDICATED ABOVE.



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DATE STAMPED: 08/12/2022

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DRAWN BY: LE CHECKED BY: JPC APPROVED BY: DC

RFDS REV #1 DATED 04/05/2022

**CONSTRUCTION DOCUMENTS**

**SUBMITTALS**

REV	DATE	DESCRIPTION
A	07/25/2022	ISSUED FOR 90% CD REVIEW
0	08/11/2022	ISSUED FOR 90% CD REVIEW

(VENDOR) PROJECT NUMBER  
SFSF001108B

DISH WIRELESS PROJECT NUMBER  
SFSF001108B

761 NEESON RD.  
MARINA, CA 93933  
ROOFTOP

SHEET TITLE  
S.L.D., PANEL  
SCHEDULE & NOTES

SHEET NUMBER  
**E-1**

ELECTRICAL NOTES

NO SCALE 3

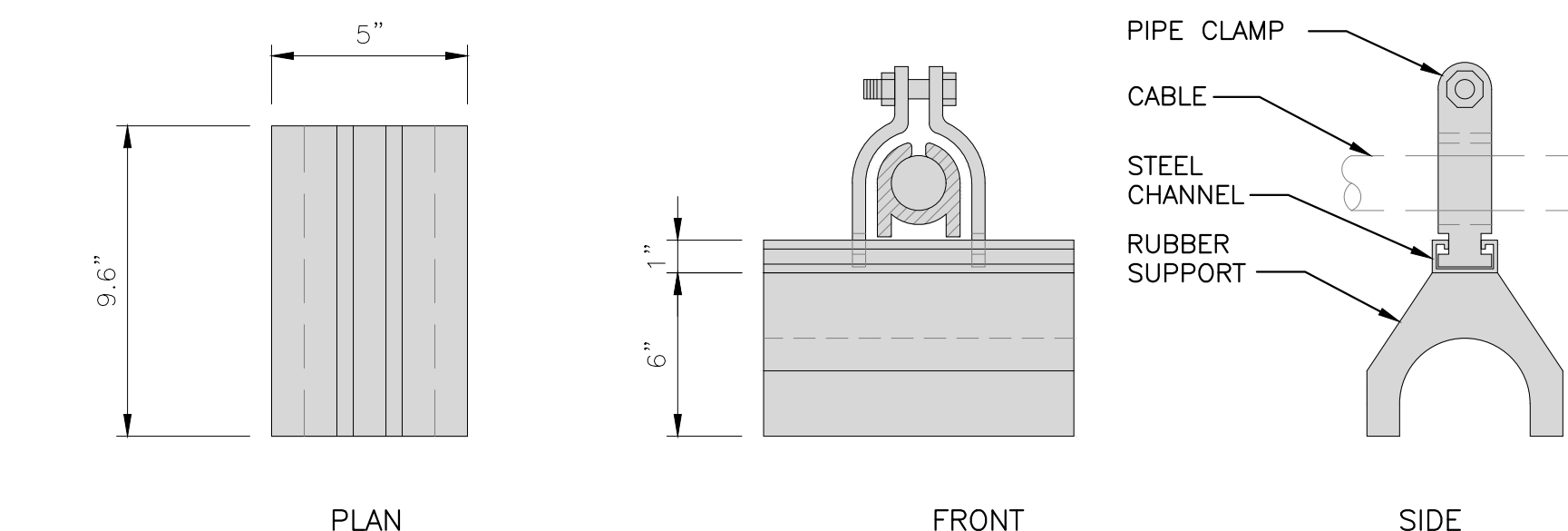


DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED MARKINGS SHALL IDENTIFY +24V AND BLUE MARKINGS SHALL IDENTIFY -48V.

- CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
- ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC STANDARDS.
- LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
- CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND COMPLY AS REQUIRED.
- CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
- CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
- CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
- ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PHENOLIC NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.
- INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC 250. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, AND EQUIPMENT CABINETS.
- ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
- PANEL SCHEDULE LOADING AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.

**DURA-BLOK DB10  
ROOFTOP CABLE SUPPORT**

DIMENSIONS (HxWxD)	5"x6"x9.6"
WEIGHT/ VOLUME	5.28 LBS
ULTIMATE LOAD CAPACITY	500 LBS
NOTE: NON-PENETRATING	

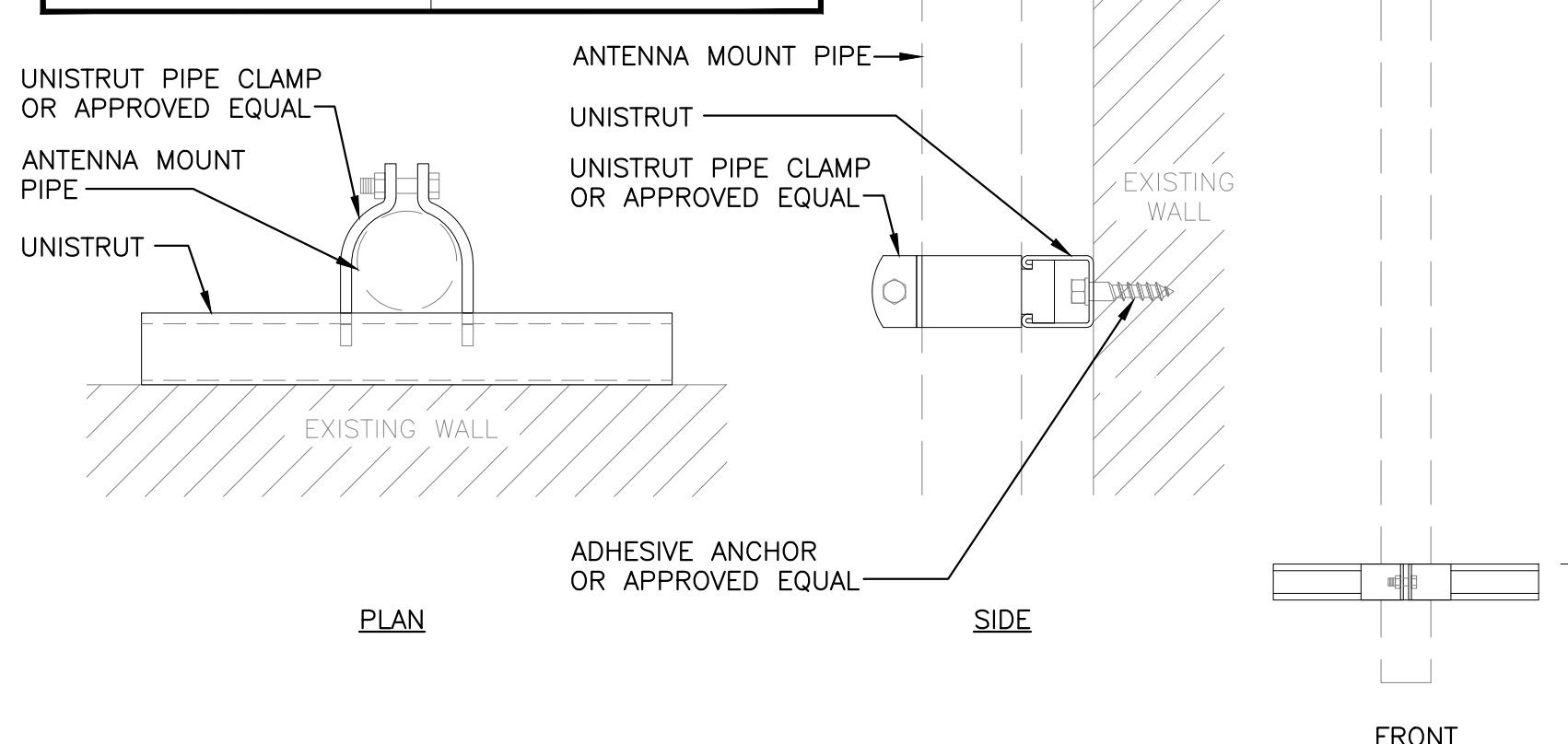


ROOFTOP CABLE SUPPORT DETAIL

NO SCALE 2

**UNISTRUT PIPE CLAMP  
WALL MOUNT**

STANDOFF	12"
DIMENSIONS (HxWxD)	10"x 7"x 12"
WEIGHT WITH BRACKETS	55.75 LBS

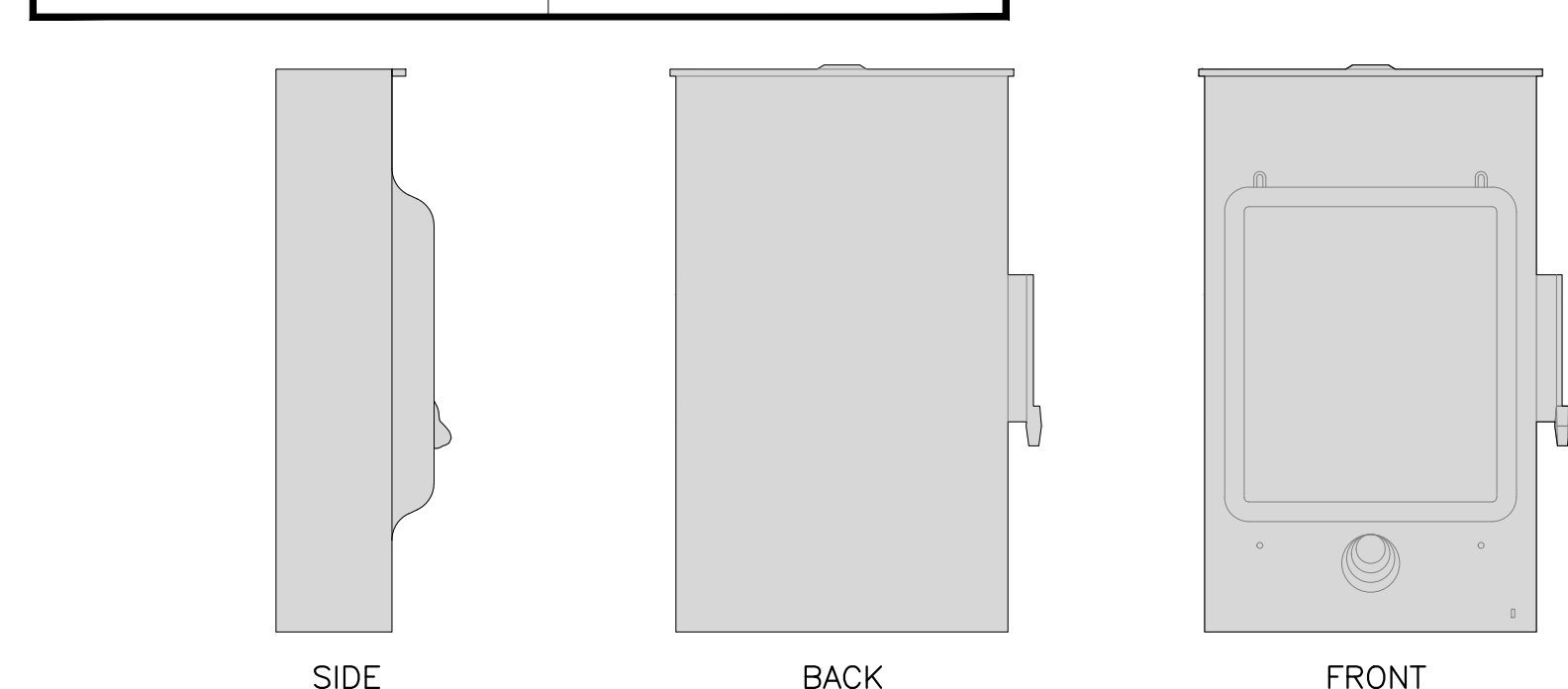


UNISTRUT WALL MOUNT DETAIL

NO SCALE 3

**SQUARE D SAFETY SWITCH  
D324NRB**

ENCLOSURE DIM (HxWxD)	29.25"x17.25"x8.25"
TOTAL WEIGHT (EMPTY)	45.33 LBS
MAX VOLTAGE/AMPS/WATT	240V/200A/48000W
ENCLOSURE RATING	OUTDOOR NEMA 3R

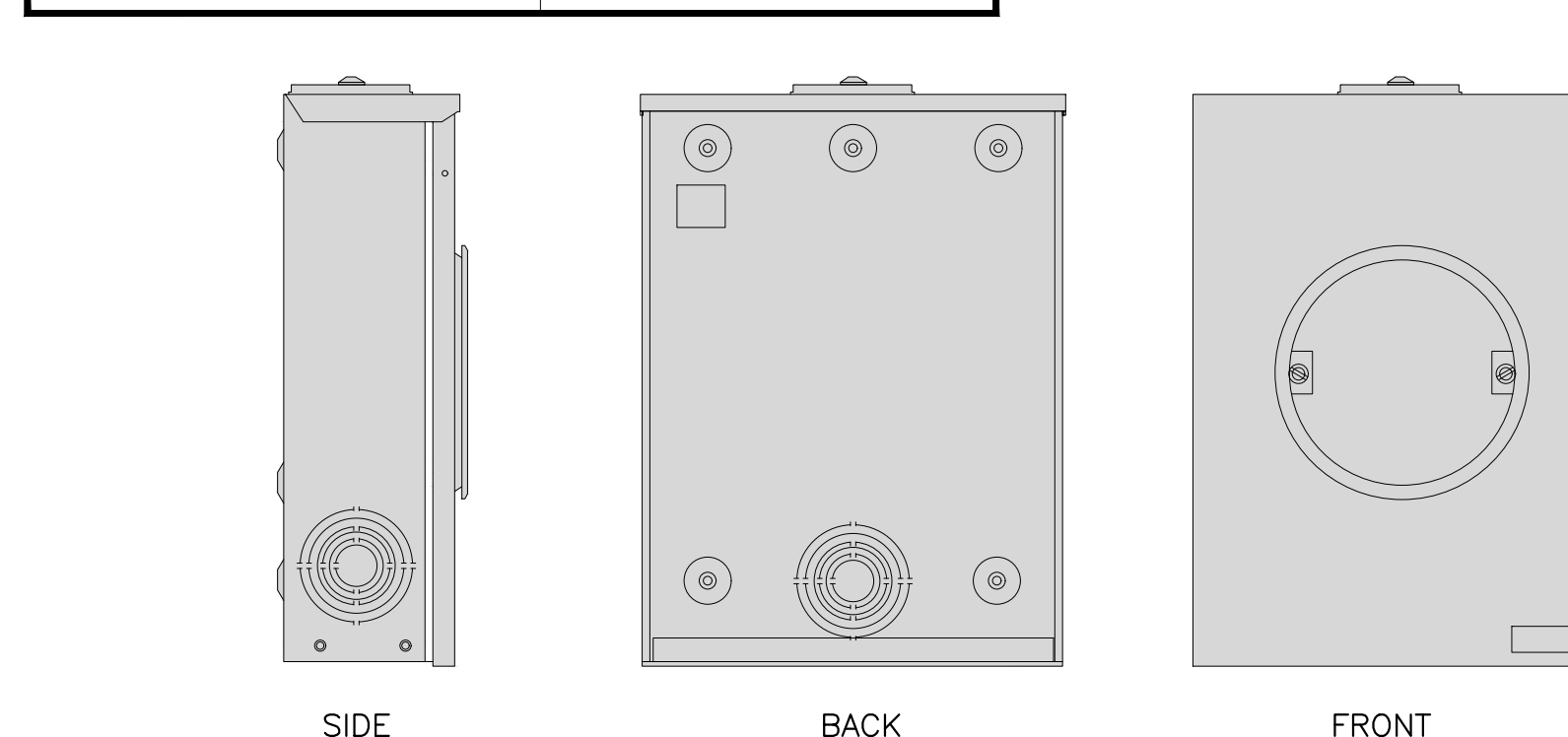


SAFETY SWITCH

NO SCALE 4

**EATON METER SOCKET  
UNRRS213BEUSE**

METER SOCKET TYPE	RING
ENCLOSURE DIM (HxWxD)	16"x12"x6"
MAIN AMPERE RATING	200A
WEIGHT	18 LBS



METER SOCKET DETAIL

NO SCALE 5

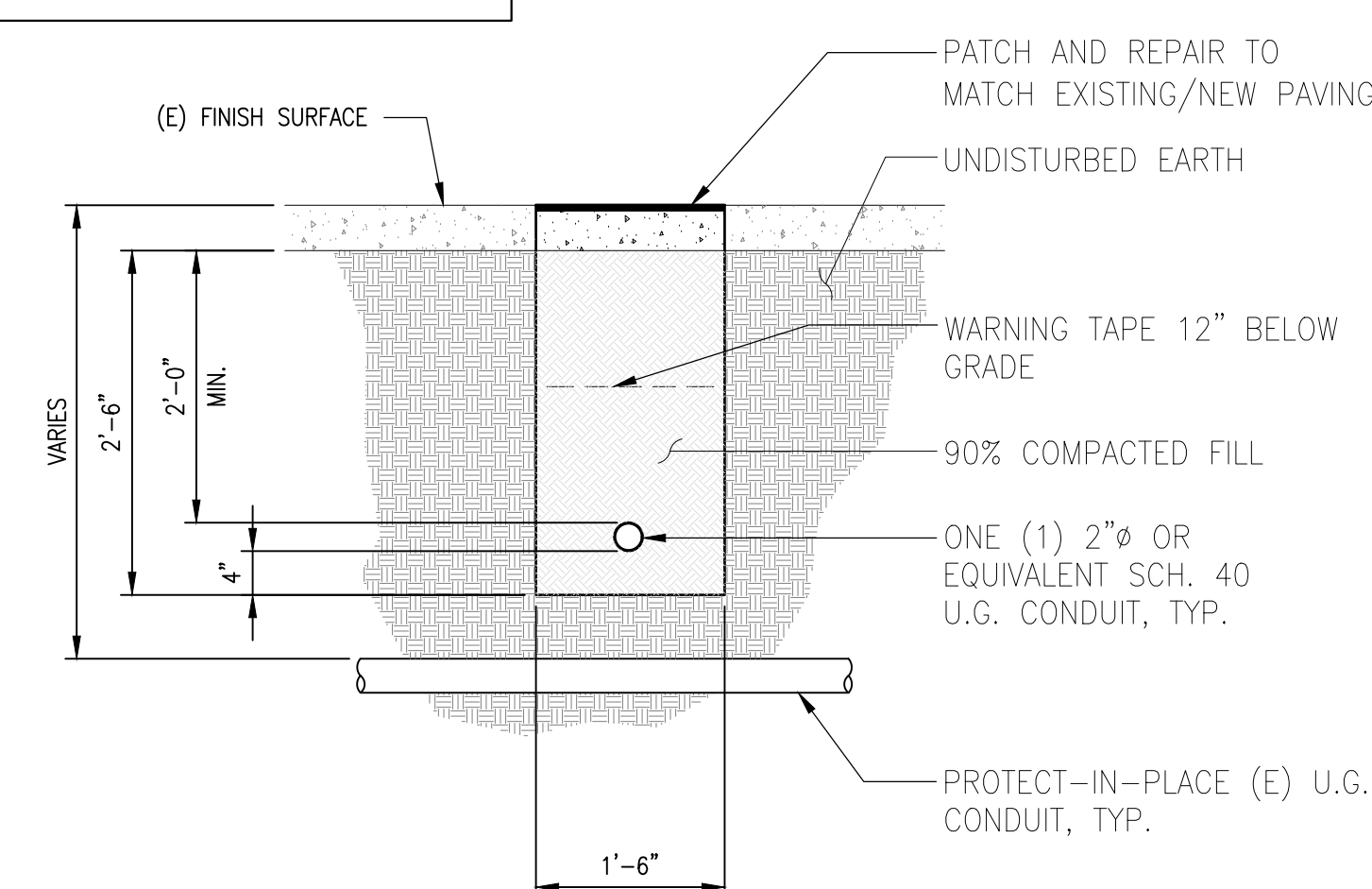
ELECTRICAL NOTES

NO SCALE 1

NOT USED

NO SCALE 6

NOTE:  
1. VERIFY (E) CONDUIT LOCATION AND CONDITION. DO NOT DAMAGE (E) CONDUIT. (E) CONDUIT TO BE ENCASED IN CONCRETE IF UNDER (N) CONCRETE PAD FOOTINGS.



TRENCH DETAIL

NO SCALE 8

**dish  
WIRELESS**  
5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120

**BUTLER**  
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REGISTERED PROFESSIONAL ENGINEER  
DANIEL MICHAEL CONNELL  
NO. 62543  
EXP. 12/31/23  
CIVIL  
STATE OF CALIFORNIA  
DATE STAMPED: 08/12/2022

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DISH WIRELESS PROJECT NUMBER  
SFSF001108B

761 NEESON RD.  
MARINA, CA 93933  
ROOFTOP

SHEET TITLE  
ELECTRICAL  
DETAILS

SHEET NUMBER  
**E-2**





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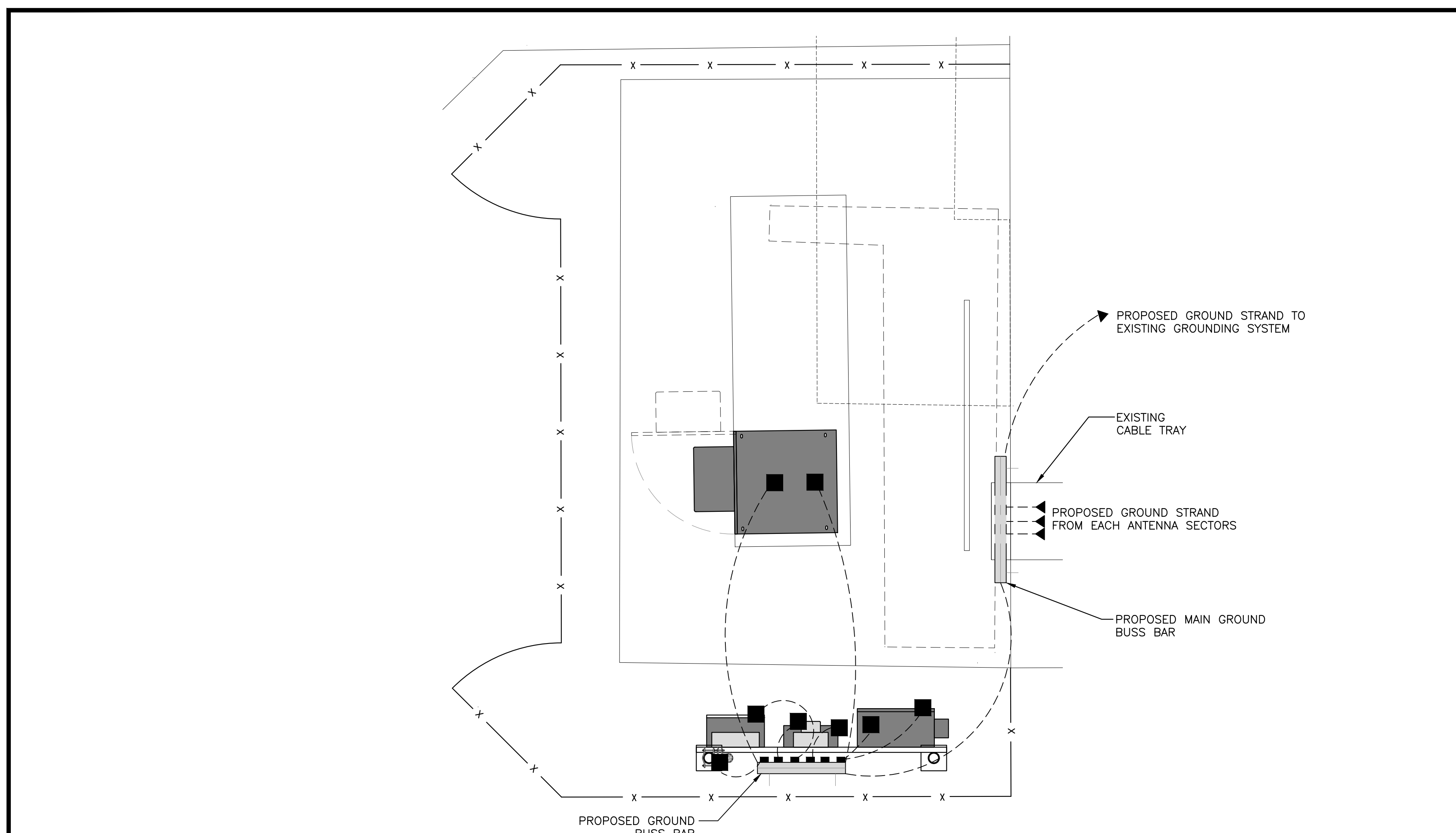
DISH WIRELESS PROJECT NUMBER  
SFSF001108B

761 NEESON RD.  
MARINA, CA 93933  
ROOFTOP

SHEET TITLE  
GROUNDING PLANS AND NOTES

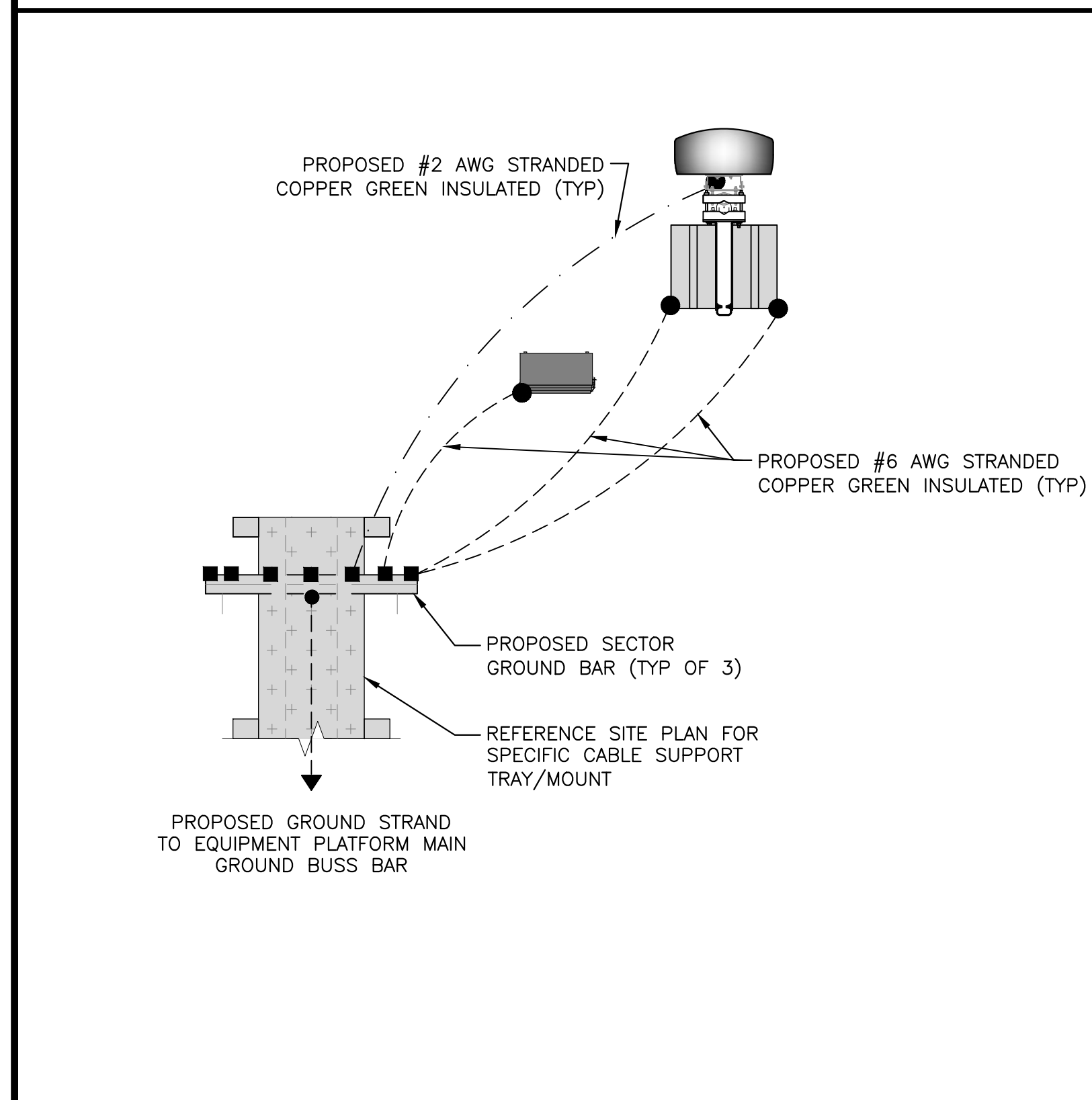
SHEET NUMBER

**G-1**



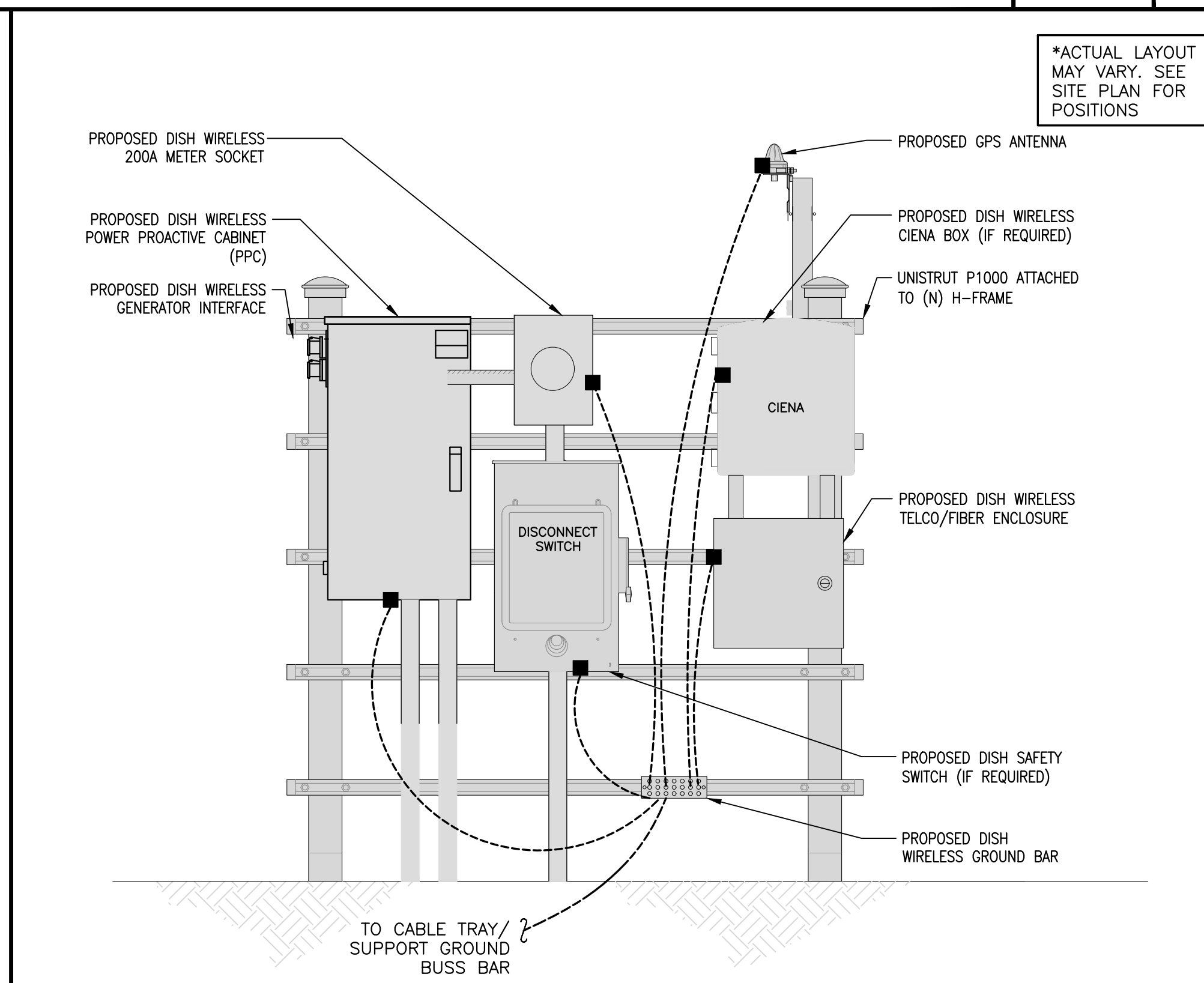
EQUIPMENT GROUNDING PLAN

NO SCALE 1



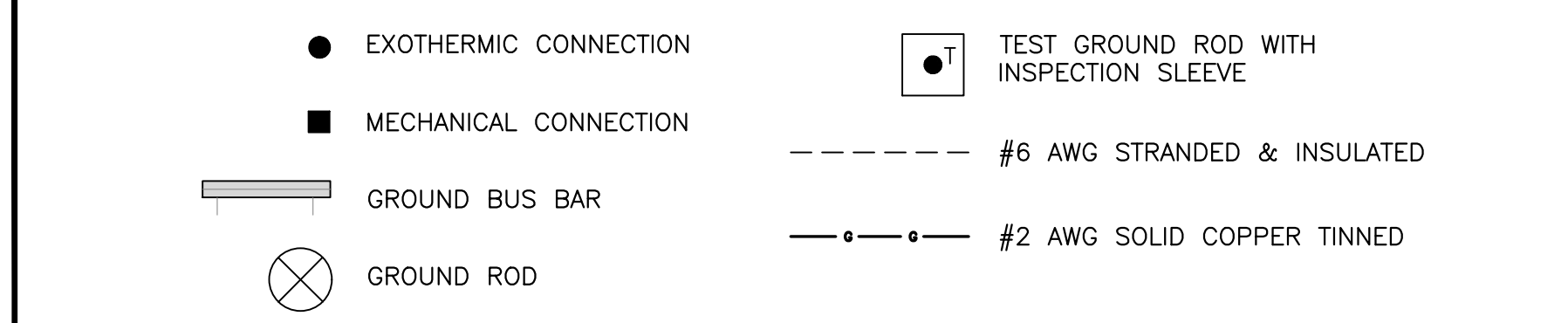
TYPICAL ANTENNA GROUNDING PLAN

NO SCALE 2



H-FRAME GROUNDING DETAIL

NO SCALE 1



GROUNDING LEGEND

1. GROUNDING IS SHOWN DIAGRAMMATICALLY ONLY.
2. CONTRACTOR SHALL GROUND ALL EQUIPMENT AS A COMPLETE SYSTEM. GROUNDING SHALL BE IN COMPLIANCE WITH NEC SECTION 250 AND DISH WIRELESS GROUNDING AND BONDING REQUIREMENTS AND MANUFACTURER'S SPECIFICATIONS.
3. ALL GROUND CONDUCTORS SHALL BE COPPER; NO ALUMINUM CONDUCTORS SHALL BE USED.
4. NO EXOTHERMIC WELDING ON ROOFTOP

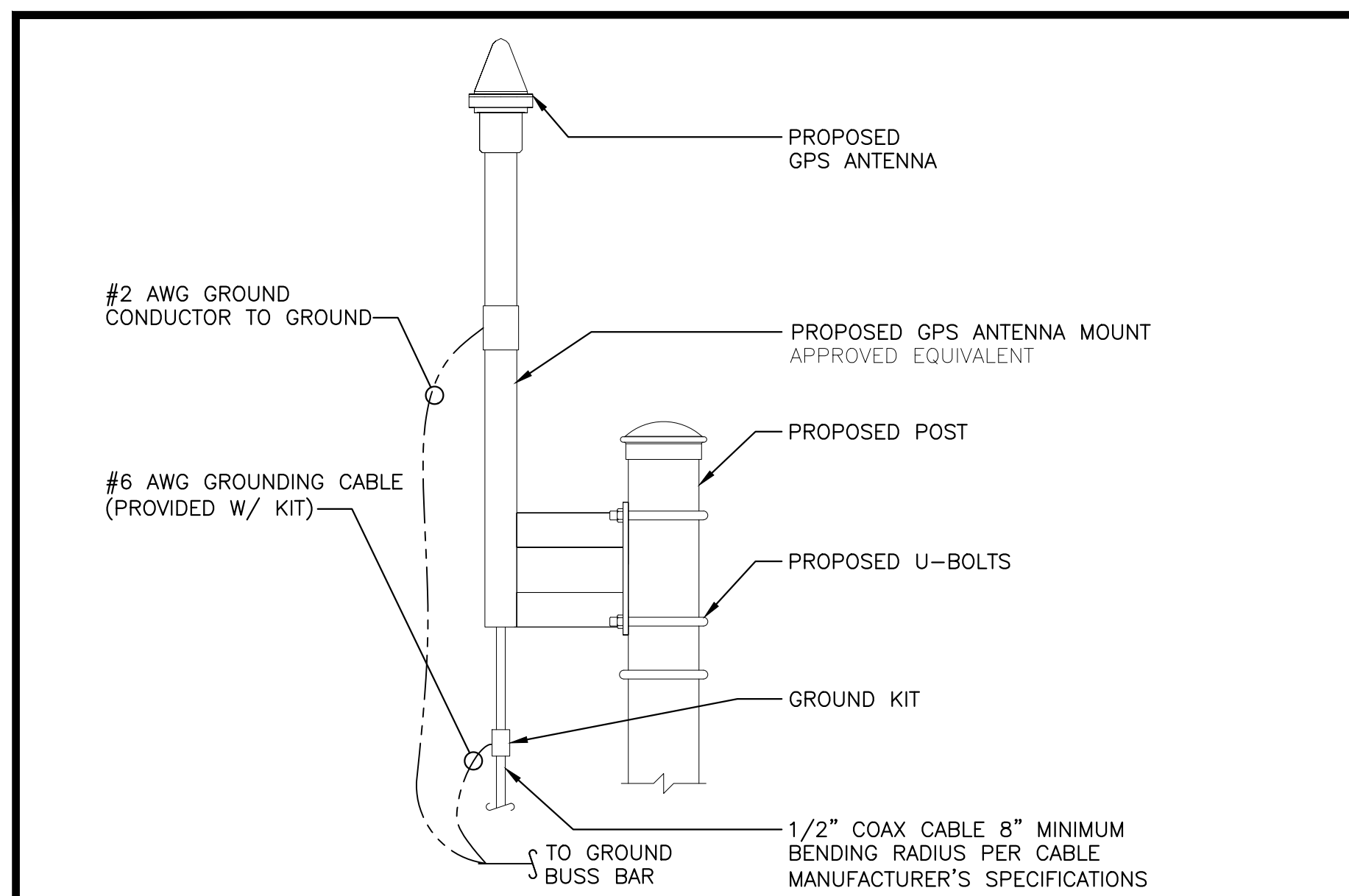
**GROUNDING KEY NOTES**

- (A) **ROOF MOUNTED SUPPORT STRUCTURES:** BOND ROOF-MOUNTED ANTENNA MASTS AND SUPPORT STRUCTURES TO THE EXISTING LIGHTNING PROTECTION SYSTEM, EXISTING BUILDING GROUND, NON-FIRE SUPPRESSION COLD WATER PIPE, OR GROUND RIN/ROD AT GROUND LEVEL USING #2 STRANDED GREEN INSULATED COPPER WIRE.
- (B) **BONDING:** ALL ROOFTOP GROUND CONNECTIONS SHALL BE MECHANICAL WITH ANTI OXIDIZING COMPOUND BETWEEN MATING SURFACES. EXOTHERMIC WELDS ARE NOT ALLOWED ON ROOFTOP OR IN-BUILDING APPLICATIONS UNLESS THE COMPONENT IS SUPPLIED FROM THE MANUFACTURER PRE-WELDED.
- (C) **EXTERIOR GROUND RING:** #2 AWG SOLID COPPER, BURIED AT A DEPTH OF AT LEAST 30 INCHES BELOW GRADE, OR 6 INCHES BELOW THE FROST LINE AND APPROXIMATELY 24 INCHES FROM THE EXTERIOR WALL OR FOOTING.
- (D) **INTERIOR GROUND RING:** #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTOR EXTENDED AROUND THE PERIMETER OF THE EQUIPMENT AREA. ALL NON-TELECOMMUNICATIONS RELATED METALLIC OBJECTS FOUND WITHIN A SITE SHALL BE GROUNDED TO THE INTERIOR GROUND RING WITH #6 AWG STRANDED GREEN INSULATED CONDUCTOR.  
  
BOND TO INTERIOR GROUND RING: #2 AWG SOLID TINNED COPPER WIRE PRIMARY BONDS SHALL BE PROVIDED AT LEAST AT FOUR POINTS ON THE INTERIOR GROUND RING, LOCATED AT THE CORNERS OF THE BUILDING.  
  
GROUND ROD: UL LISTED COPPER CLAD STEEL. MINIMUM 1/2" DIAMETER BY EIGHT FEET LONG. GROUND RODS SHALL BE INSTALLED WITH INSPECTION SLEEVES. GROUND RODS SHALL BE DRIVEN TO THE DEPTH OF GROUND RING CONDUCTOR. CHEMICAL GROUND RODS MAY BE USED WHEN APPLICABLE.
- (E) **CELL REFERENCE GROUND BAR:** POINT OF GROUND REFERENCE FOR ALL COMMUNICATIONS EQUIPMENT FRAMES. ALL BONDS ARE MADE WITH #2 AWG UNLESS NOTED OTHERWISE STRANDED GREEN INSULATED COPPER CONDUCTORS. BOND TO GROUND RING OR GROUND LEVEL GROUND ROD WITH (2) #2 SOLID TINNED COPPER CONDUCTORS.
- (F) **HATCH PLATE GROUND BAR:** BOND TO THE INTERIOR GROUND RING WITH TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS. WHEN A HATCH-PLATE AND A CELL REFERENCE GROUND BAR ARE BOTH PRESENT, THE CRGB MUST BE CONNECTED TO THE HATCH-PLATE AND TO THE INTERIOR GROUND RING USING (2) TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS EACH.
- (J) **EXTERIOR CABLE ENTRY PORT GROUND BARS:** LOCATED AT THE ENTRANCE TO THE CELL SITE BUILDING. BOND TO GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTORS WITH AN EXOTHERMIC WELD AND INSPECTION SLEEVE.
- (K) **FRAME BONDING:** THE BONDING POINT FOR TELECOM EQUIPMENT FRAMES SHALL BE THE GROUND BUSSBAR THAT IS NOT ISOLATED FROM THE EQUIPMENT'S METAL FRAMEWORK. BOND THE FRAME GROUND TO THE "I" SECTION OF THE CELL REFERENCE GROUND BAR OR SUPPLEMENTARY CONDUCTOR. (SHEET G3 DETAIL1)
- (L) **INTERIOR UNIT BONDS:** METAL FRAMES, CABINETS AND INDIVIDUAL METALLIC UNITS LOCATED WITH THE AREA OF THE INTERIOR GROUND RING REQUIRE A #6 AWG STRANDED GREEN INSULATED COPPER BOND TO THE INTERIOR GROUND RING.
- (M) **FENCE AND GATE GROUNDING:** METAL FENCES WITHIN 7 FEET OF THE EXTERIOR GROUND RING OR OBJECTS BONDED TO THE EXTERIOR GROUND RING SHALL BE BONDED TO THE GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTOR AT AN INTERVAL NOT EXCEEDING 25 FEET. BONDS SHALL BE MADE AT EACH GATE POST AND ACROSS GATE OPENINGS. IF THE FENCE AND GATE IS IN-BUILDING OR ON ROOF IT SHALL BE BONDED TO THE MAIN BUSSBAR GROUNDING SYSTEM. USING #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTOR
- (N) **EXTERIOR UNIT BONDS:** METALLIC OBJECTS, EXTERNAL TO OR MOUNTED TO THE BUILDING, SHALL BE BONDED TO THE MAIN BUSSBAR GROUNDING SYSTEM. USING #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTOR
- (P) **CABLE TRAYS:** EACH SECTION SHALL BE BONDED TO THE NEXT WITH #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTOR JUMPER. PROVIDE TWO HOLE LUGS AT BOTH ENDS OF THE JUMPER AND APPLY NO-OXIDIZING COMPOUND BETWEEN THE LUG AND CABLE TRAY. THE CABLE TRAY SHALL BE GROUNDED TO THE NEAREST BUSSBAR IN THE SAME MANNER.
- (Q) **DURING ALL DC POWER SYSTEM CHANGES** INCLUDING DC SYSTEM CHANGE OUTS, RECTIFIER REPLACEMENTS OR ADDITIONS, BREAKER DISTRIBUTION CHANGES, BATTERY ADDITIONS, BATTERY REPLACEMENTS AND INSTALLATIONS OR CHANGES TO DC CONVERTER SYSTEMS IT SHALL BE REQUIRED THAT SERVICE CONTRACTORS VERIFY ALL DC POWER SYSTEMS ARE EQUIPPED WITH A MASTER DC SYSTEM RETURN GROUND CONDUCTOR FROM THE DC POWER SYSTEM COMMON RETURN BUS DIRECTLY CONNECTED TO THE CELL SITE REFERENCE GROUND BAR
- (R) ALL ROOFTOP BUSSBARS ARE TO BE MECHANICALLY BONDED TO PROPOSED ANTENNA MOUNT.  
  
REFER TO DISH WIRELESS GROUNDING NOTES.

GROUNDING KEY NOTES

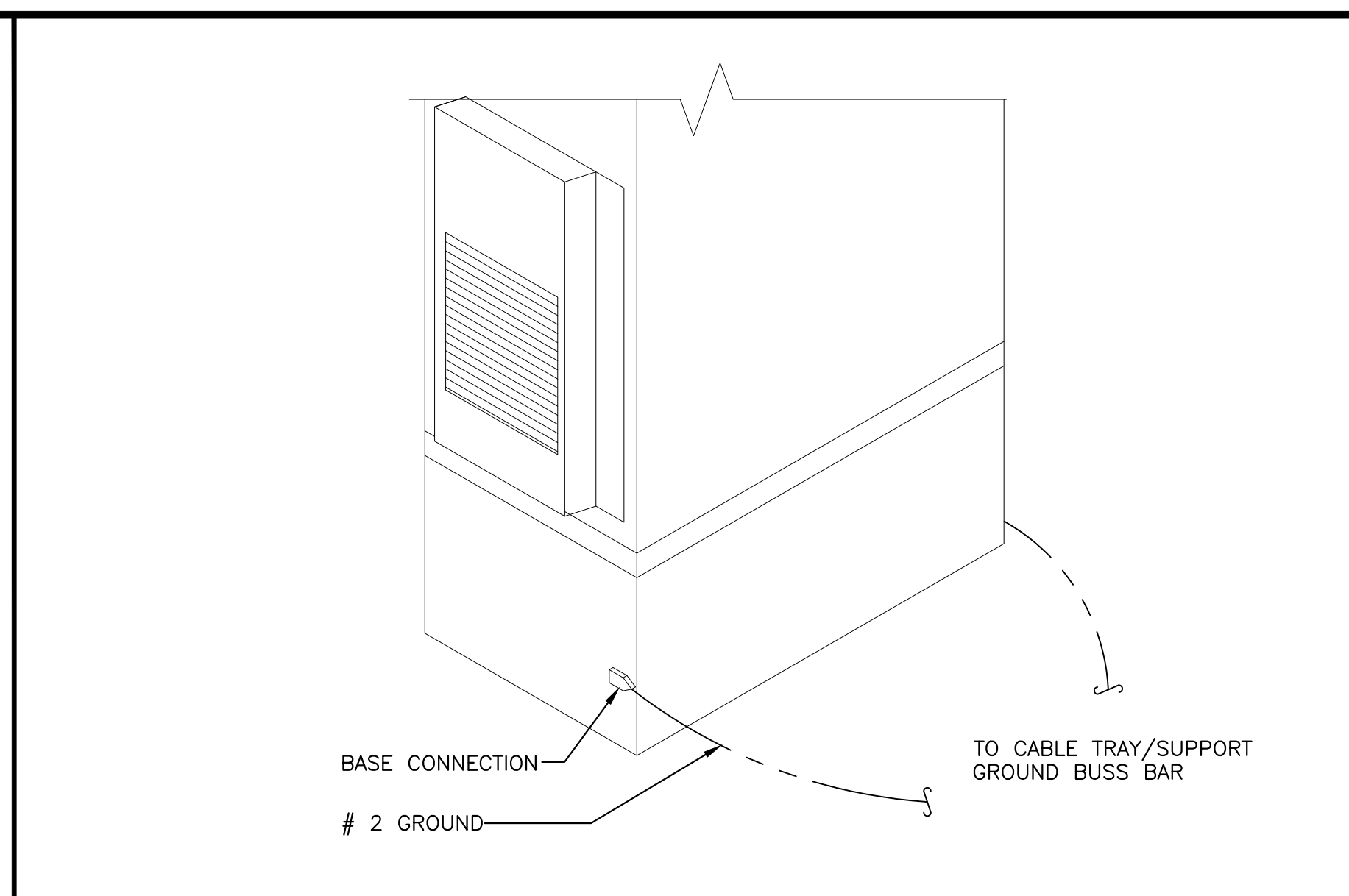
NO SCALE 2





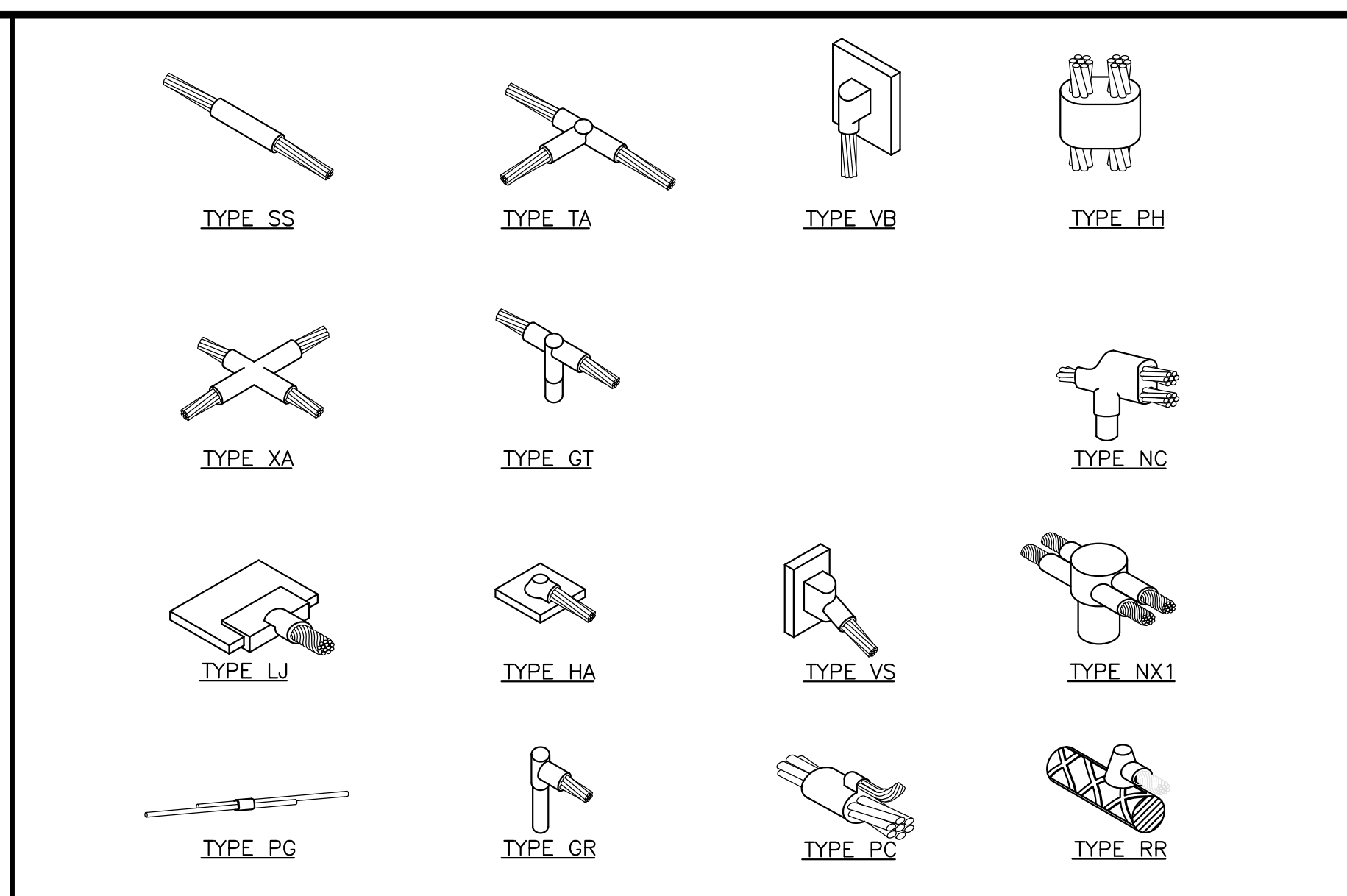
TYPICAL GPS UNIT GROUNDING

NO SCALE 1



OUTDOOR CABINET GROUNDING

NO SCALE 2



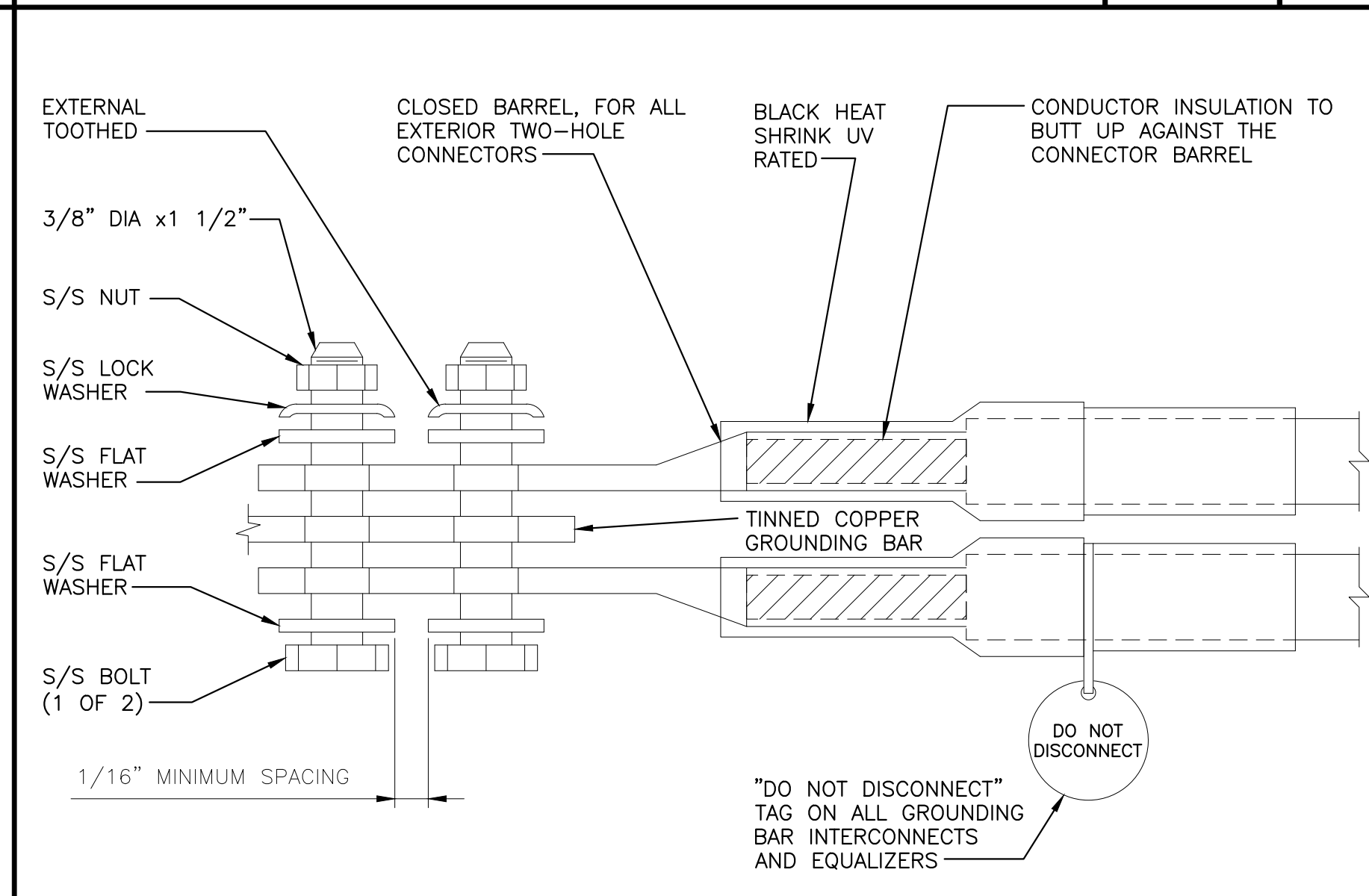
CADWELD CONNECTIONS

NO SCALE 3

- EXOTHERMIC WELD (2) TWO, #2 AWG BARE TINNED SOLID COPPER CONDUCTORS TO GROUND BAR. ROUTE CONDUCTORS TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
- ALL GROUND BARS SHALL BE STAMPED IN TO THE METAL "IF STOLEN DO NOT RECYCLE." THE CONTRACTOR SHALL USE PERMANENT MARKER TO DRAW THE LINES BETWEEN EACH SECTION AND LABEL EACH SECTION ("P", "A", "T") WITH 1" HIGH LETTERS.
- ALL HARDWARE SHALL BE STAINLESS STEEL 3/8" DIAMETER OR LARGER. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING LOCK WASHERS, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
- FOR GROUND BOND TO STEEL ONLY: INSERT A CADMIUM FLAT WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
- DO NOT INSTALL CABLE GROUNDING KIT AT A BEND AND ALWAYS DIRECT GROUND CONDUCTOR DOWN TO GROUNDING BUS.
- NUT & WASHER SHALL BE PLACED ON THE FRONT SIDE OF THE GROUND BAR AND BOLTED ON THE BACK SIDE.
- ALL GROUNDING PARTS AND EQUIPMENT TO BE SUPPLIED AND INSTALLED BY CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ADDITIONAL GROUND BAR AS REQUIRED, PROVIDING 50% SPARE CONNECTION POINTS.
- ENSURE THE WIRE INSULATION TERMINATION IS WITHIN 1/8" OF THE BARREL (NO SHINERS).

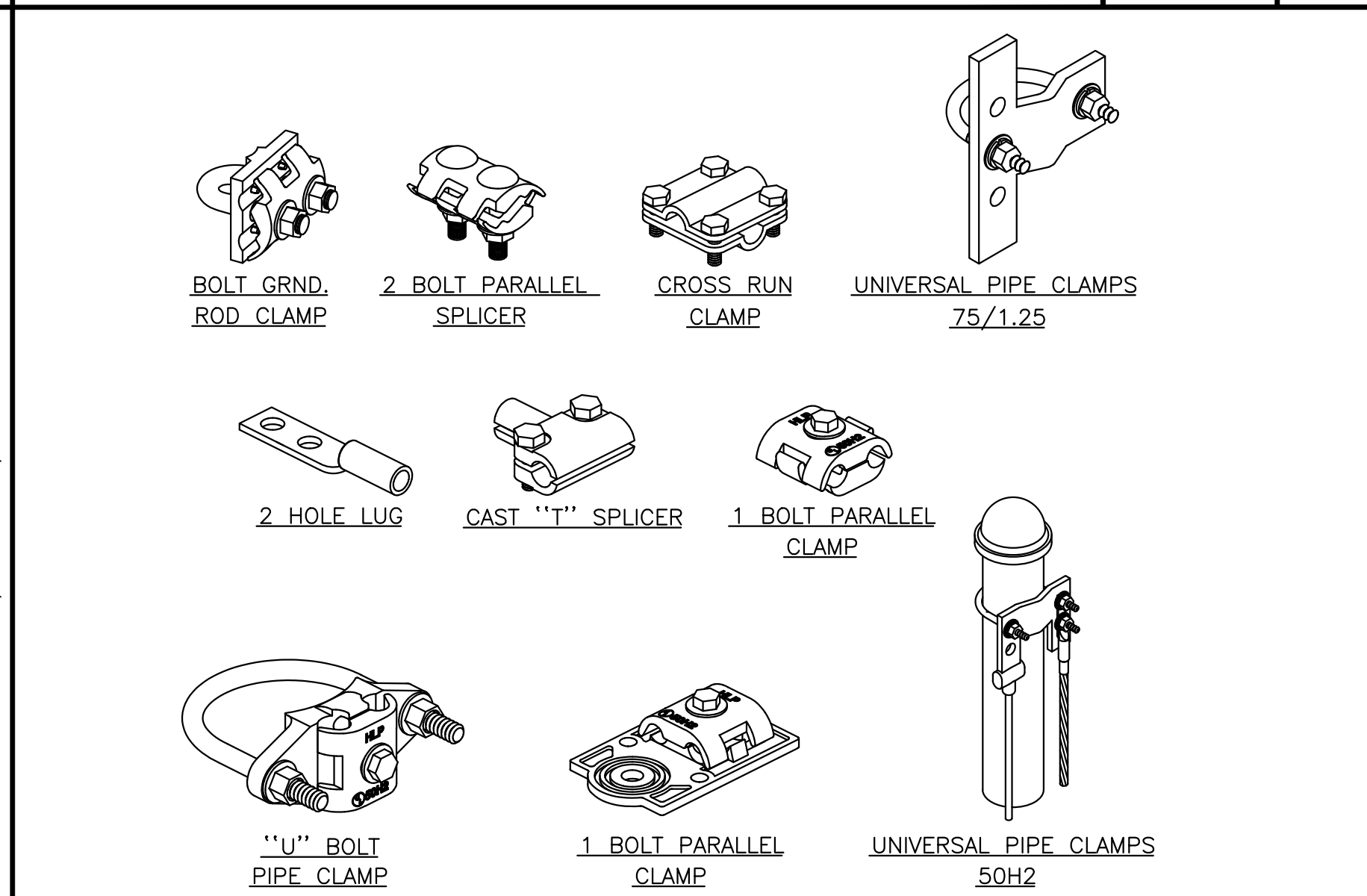
TYPICAL GROUNDING NOTES

NO SCALE 4



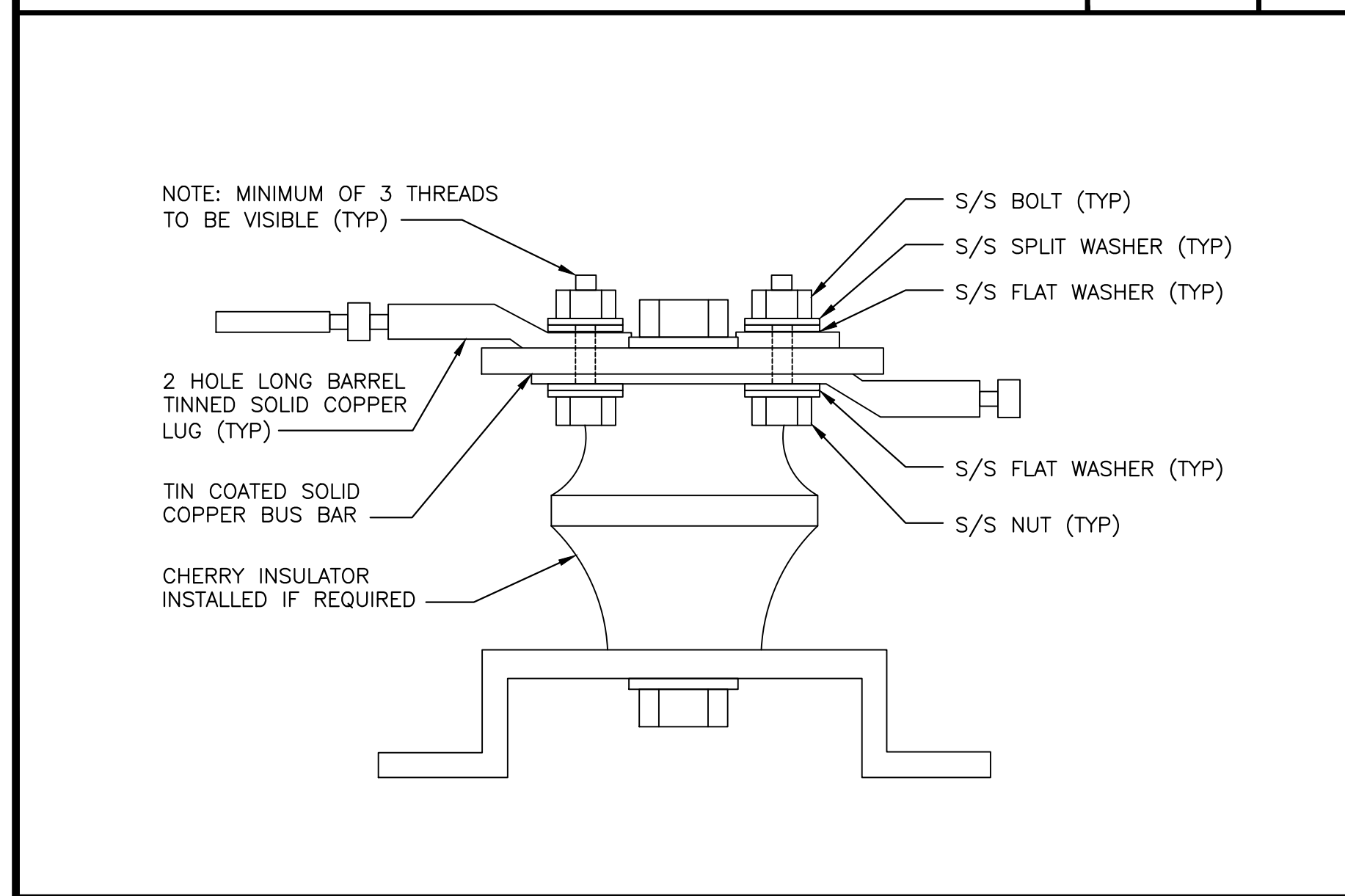
TYPICAL EXTERIOR TWO HOLE LUG

NO SCALE 5



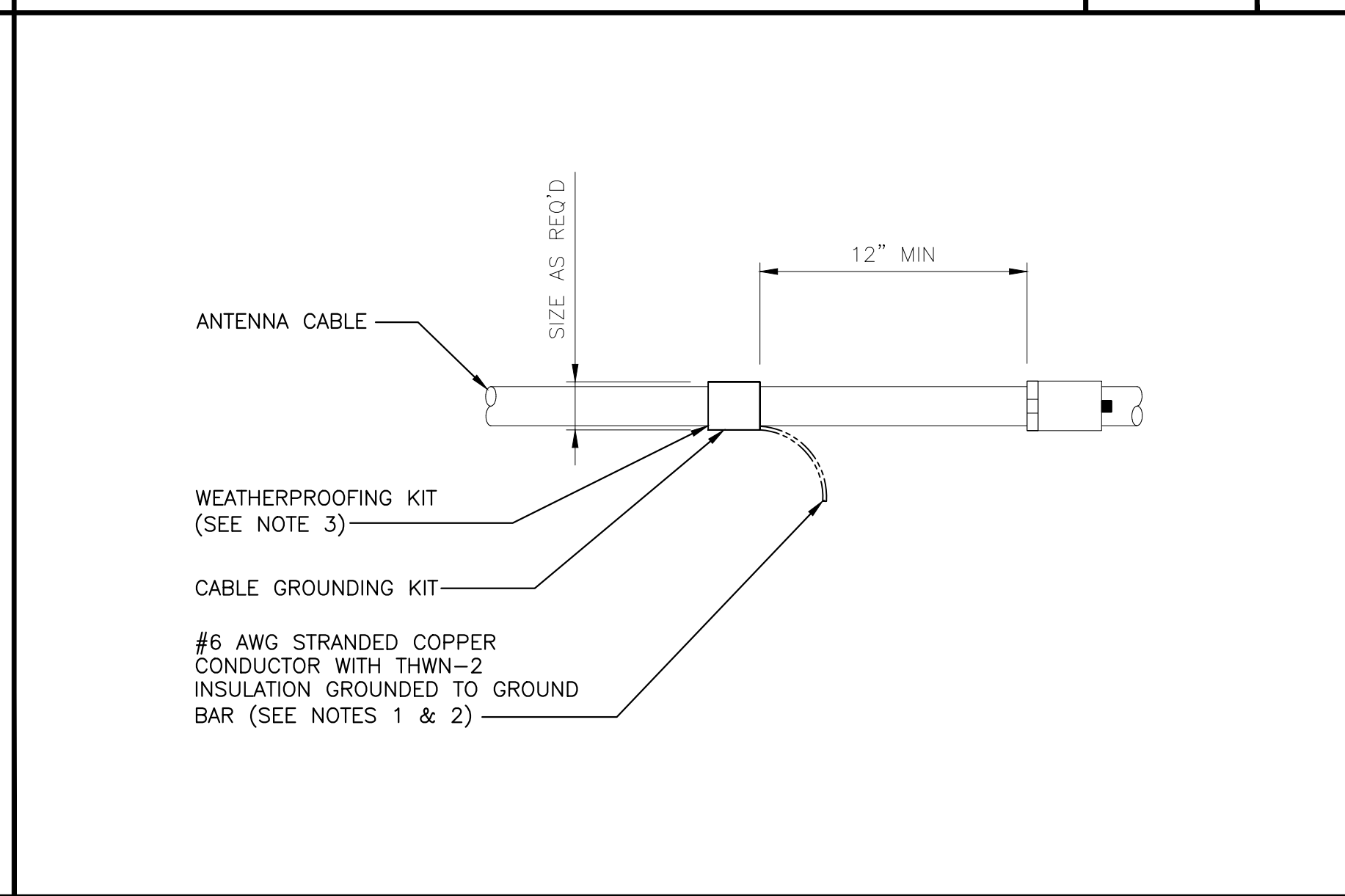
MECHANICAL CONNECTIONS

NO SCALE 6



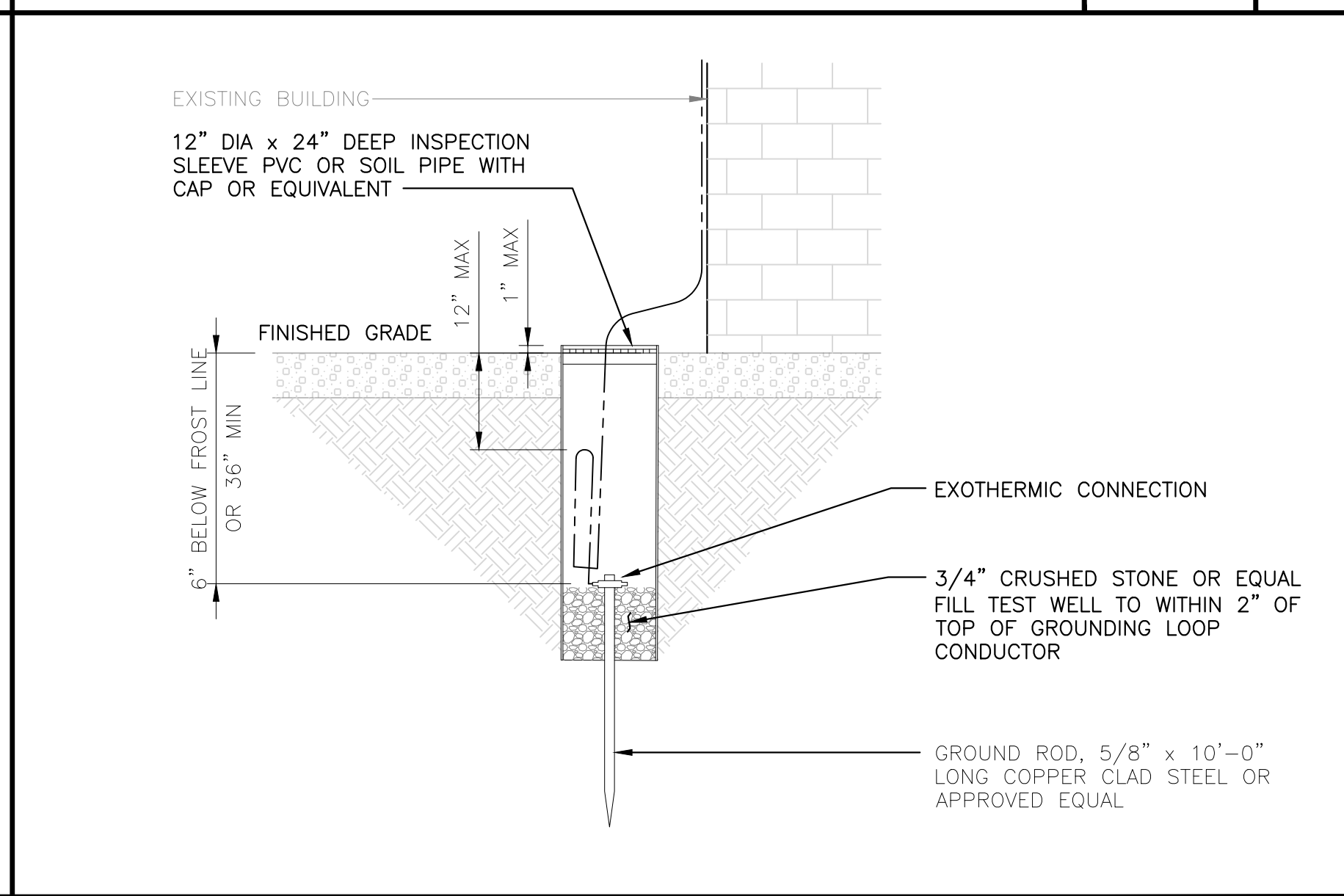
LUG DETAIL

NO SCALE 7



CONNECTION OF HYBRID CABLE GROUNDING KIT TO HYBRID TRUNK

NO SCALE 8



TYPICAL GROUND ROD WITH INSPECTION SLEEVE DETAIL

NO SCALE 9

**dish WIRELESS**

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DANIEL MICHAEL CONNELL  
NO. 62543  
EXP. 12/31/23  
CIVIL  
STATE OF CALIFORNIA  
DATE STAMPED: 08/12/2022

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DRAWN BY: LE CHECKED BY: JPC APPROVED BY: DC

RFDS REV #1 DATED 04/05/2022

**CONSTRUCTION DOCUMENTS**

SUBMITTALS		
REV	DATE	DESCRIPTION
A	07/25/2022	ISSUED FOR 90% CD REVIEW
0	08/11/2022	ISSUED FOR 90% CD REVIEW

(VENDOR) PROJECT NUMBER  
SFSF001108B

DISH WIRELESS PROJECT NUMBER  
SFSF001108B

761 NEESON RD.  
MARINA, CA 93933  
ROOFTOP

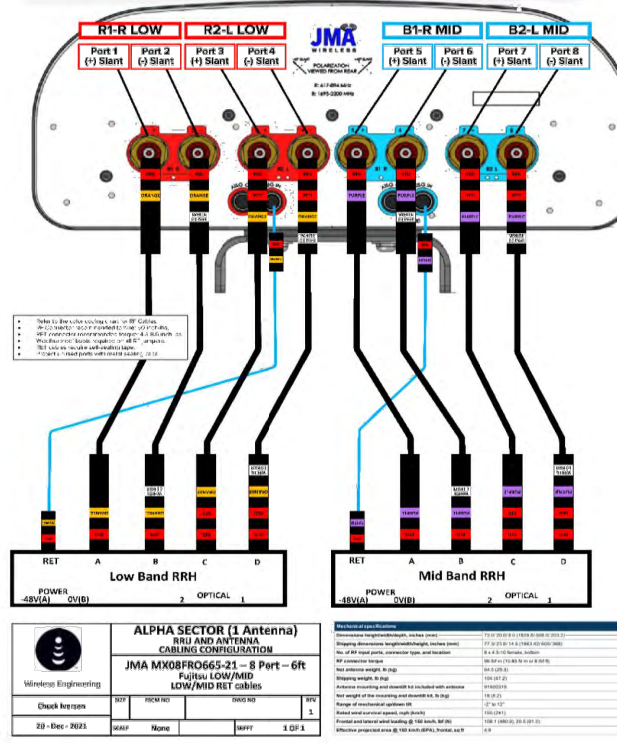
SHEET TITLE  
GROUNDING DETAILS

SHEET NUMBER  
**G-2**

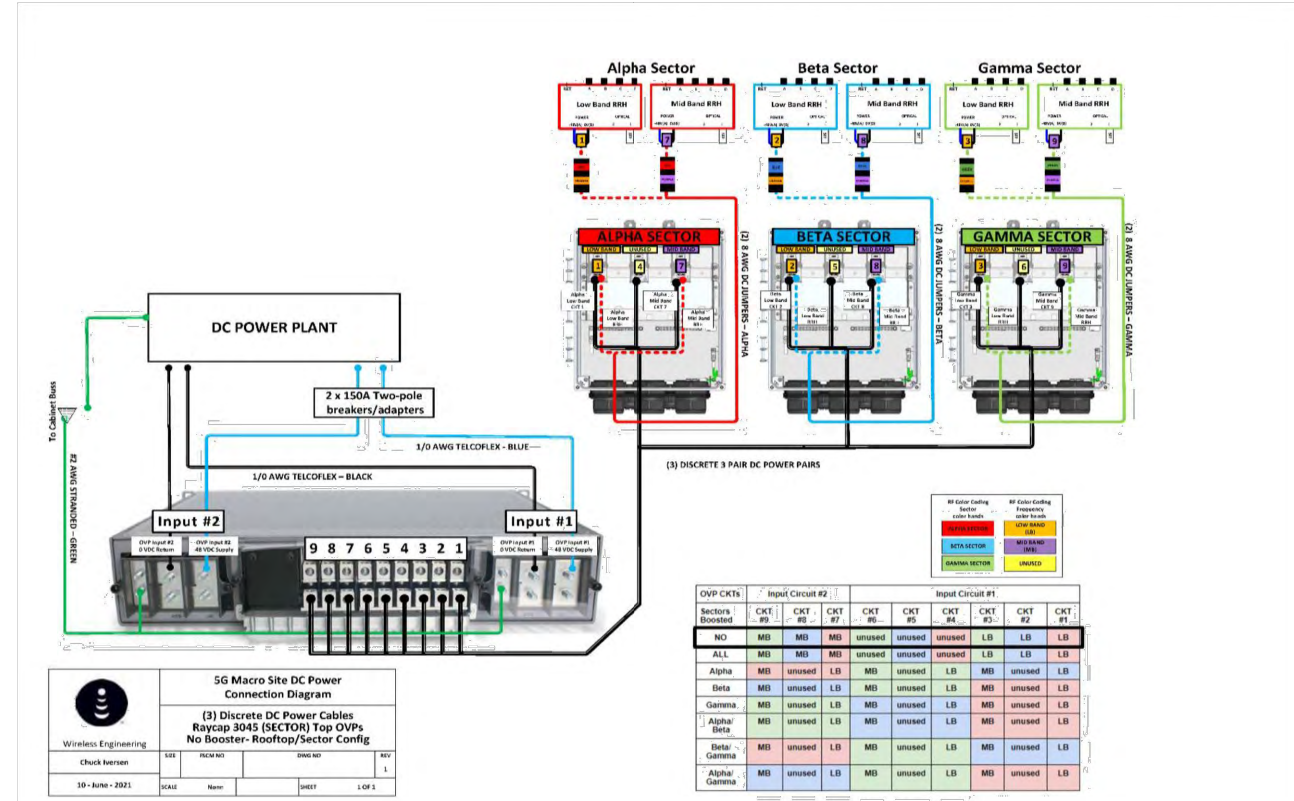


dsh wireless		RF EQUIPMENT INFORMATION		Latitude	Longitude
Issue Date/Revision	4/5/2022	Revision:	1	38.6788	-121.764
Site ID	SFSF001108B	Project Asset ID			
Site Address	761 Neeson Rd., Marina CA 93933	SOW / #8			
Structure Type	Roof Top	Comments	[1] propose to place 3 antennas, 4 sites, 1 location inside, and 1 [2] power/ground cables, at the Roof Top. Dish will require a 50 base area for ground equipment. Use (2) Antenna and (6) Racks per sector for 100% coverage. (5/20/22) 100%		
Sectors (20' apart)	No.	Confined Area	No Confined Area	EA	
ANTENNA					
Antenna Mount Position	Sector 1 (Alpha)		Sector 2 (Beta)		Sector 3 (Gamma)
Antenna ID	1	2	1	2	3
Manufacturer	RMA		RMA		RMA
Model Number	M908F0665-21		M908F0665-21		M908F0665-21
Dimensions H x W x D (in)	72.0" x 20.0" x 8.0"		72.0" x 20.0" x 8.0"		72.0" x 20.0" x 8.0"
Weight (lbs)	64.5		64.5		64.5
TX Power Output (watts)	40000		40000		40000
EIRP (dBm)	76.02		76.02		76.02
RAD Contourline Height (ft.)	62		62		62
Asymmetry (True North)	0°		180°		260°
Mesh Down TR	0°		0°		0°
Default Mount	Generic				
RACK EQUIPMENT #1					
Manufacturer	MTI		MTI		MTI
Model Number	G090708-S0-028		G090708-S0-028		G090708-S0-028
Dimensions H x W x D (in)	36.0" x 13.0" x 11.1"		36.0" x 13.0" x 11.1"		36.0" x 13.0" x 11.1"
Weight (lbs)	97		97		97
Location	Cabinet		Cabinet		Cabinet
Band	n71.1		n71.1		n71.1
Quantity	1		1		1
Port Assignment	Port 1-4		Port 1-4		Port 1-4
Disc Down TR	2°		2°		2°
RACK EQUIPMENT #2					
Manufacturer	MTI		MTI		MTI
Model Number	G2021-49-028		G2021-49-028		G2021-49-028
Dimensions H x W x D (in)	36.0" x 13.0" x 11.1"		36.0" x 13.0" x 11.1"		36.0" x 13.0" x 11.1"
Weight (lbs)	85.98		85.98		85.98
Location	Cabinet		Cabinet		Cabinet
Band	n70.166		n70.166		n70.166
Quantity	1		1		1
Port Assignment	Port 1-8		Port 1-8		Port 1-8
Disc Down TR	2°		2°		2°
RACK EQUIPMENT #3					
Manufacturer	Ravcap		Ravcap		Ravcap
Model Number	R5DC-9181-PF-48		R5DC-9181-PF-48		R5DC-9181-PF-48
Dimensions H x W x D (in)	18.0" x 18.0" x 1.64"		18.0" x 18.0" x 1.64"		18.0" x 18.0" x 1.64"
Weight (lbs)	21.85		21.85		21.85
Quantity	1		1		1
LINE DETAILS					
Line Type	Hybrid				
Manufacturer	Cable Unlimited				
Model Number	CU100000000-6000				
Dimensions (O.D. in)	1.413"				
Weight (lbs. per ft.)	1.658 lbs/ft				
Splice Cable Length	1				
Quantity	92				
OTHER EQUIPMENT					
Manufacturer					
Model Number					
Dimensions H x W x D (in)					
Weight (lbs.)					
Equipment Location					
Quantity					
Frequencies	829	166	870	815	
Downlink (TX)	0 - 0	2180 - 2200	1995 - 2020	837 - 852	
Uplink (RX)			1517 - 1520	683 - 698	

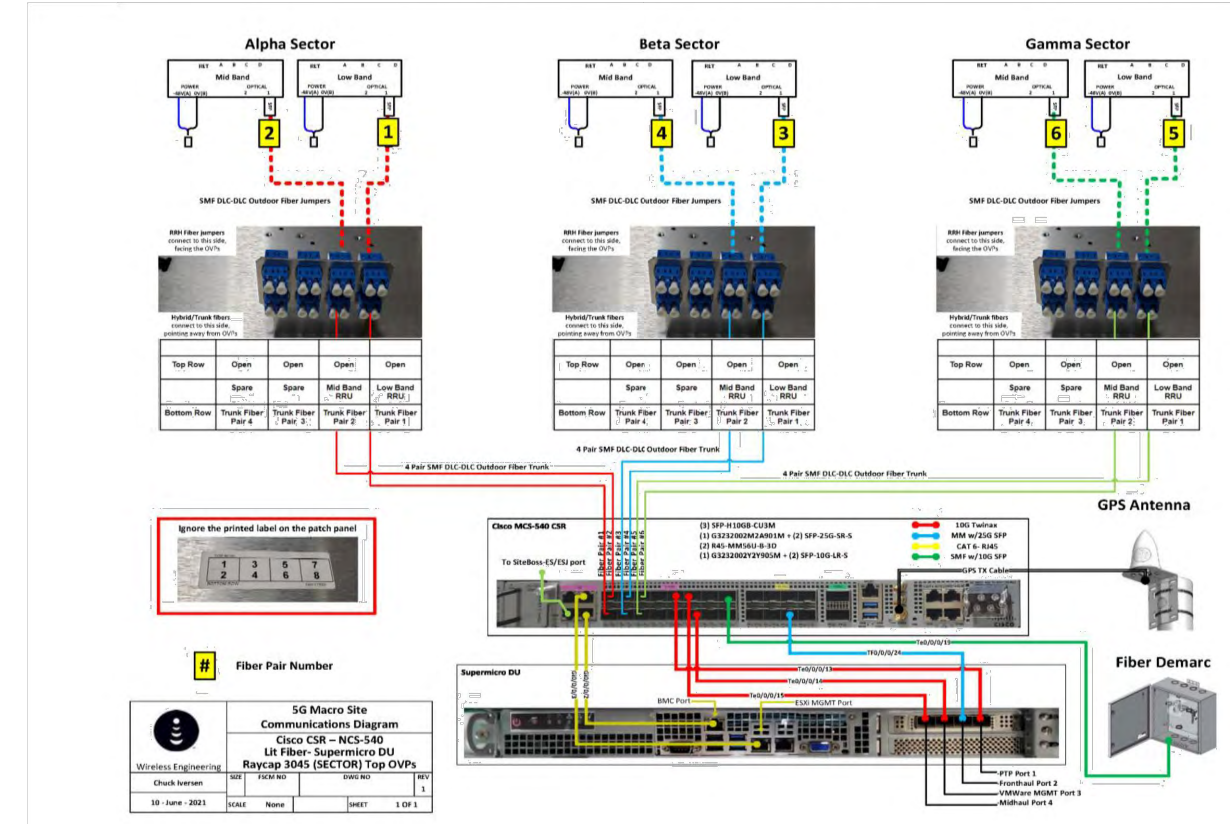
**PLUMBING DIAGRAM ANTENNA**



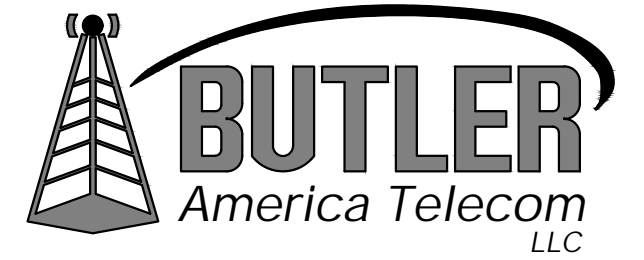
**PLUMBING DIAGRAM OVP**



**PLUMBING DIAGRAM NETWORK**



5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



1511 E. ORANGETHORPE AVE., SUITE D  
FULLERTON, CA 92831



22431 ANTONIO PKWY  
SUITE B160-131  
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dconnell@connelldesigngroup.com  
949-306-4644



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LE JPC DC

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SHEET TITLE

RF DATA

SHEET NUMBER

**RF-1**



EXOTHERMIC CONNECTION	
MECHANICAL CONNECTION	
CHEMICAL ELECTROLYTIC GROUNDING SYSTEM	
TEST CHEMICAL ELECTROLYTIC GROUNDING SYSTEM	
EXOTHERMIC WITH INSPECTION SLEEVE	
GROUNDING BAR	
GROUND ROD	
TEST GROUND ROD WITH INSPECTION SLEEVE	
SINGLE POLE SWITCH	
DUPLEX RECEPTACLE	
DUPLEX GFCI RECEPTACLE	
FLUORESCENT LIGHTING FIXTURE (2) TWO LAMPS 48-T8	
SMOKE DETECTION (DC)	
EMERGENCY LIGHTING (DC)	
SECURITY LIGHT W/PHOTOCELL LITHONIA ALXW LED-1-25A400/51K-SR4-120-PE-DBBTXD	
CHAIN LINK FENCE	
WOOD/WROUGHT IRON FENCE	
WALL STRUCTURE	
LEASE AREA	
PROPERTY LINE (PL)	
SETBACKS	
ICE BRIDGE	
CABLE TRAY	
WATER LINE	
UNDERGROUND POWER	
UNDERGROUND TELCO	
OVERHEAD POWER	
OVERHEAD TELCO	
UNDERGROUND TELCO/POWER	
ABOVE GROUND POWER	
ABOVE GROUND TELCO	
ABOVE GROUND TELCO/POWER	
WORKPOINT	
SECTION REFERENCE	
DETAIL REFERENCE	

LEGEND

AB	ANCHOR BOLT	IN	INCH
ABV	ABOVE	INT	INTERIOR
AC	ALTERNATING CURRENT	LB(S)	POUND(S)
ADDL	ADDITIONAL	LF	LINEAR FEET
AFF	ABOVE FINISHED FLOOR	LTE	LONG TERM EVOLUTION
AFG	ABOVE FINISHED GRADE	MAS	MASONRY
AGL	ABOVE GROUND LEVEL	MAX	MAXIMUM
AIC	AMPERAGE INTERRUPTION CAPACITY	MB	MACHINE BOLT
ALUM	ALUMINUM	MECH	MECHANICAL
ALT	ALTERNATE	MFR	MANUFACTURER
ANT	ANTENNA	MGB	MASTER GROUND BAR
APPROX	APPROXIMATE	MIN	MINIMUM
ARCH	ARCHITECTURAL	MISC	MISCELLANEOUS
ATS	AUTOMATIC TRANSFER SWITCH	MTL	METAL
AWG	AMERICAN WIRE GAUGE	MTS	MANUAL TRANSFER SWITCH
BATT	BATTERY	MW	MICROWAVE
BLDG	BUILDING	NEC	NATIONAL ELECTRIC CODE
BLK	BLOCK	NM	NEWTON METERS
BLKG	BLOCKING	NO.	NUMBER
BM	BEAM	#	NUMBER
BTC	BARE TINNED COPPER CONDUCTOR	NTS	NOT TO SCALE
BOF	BOTTOM OF FOOTING	OC	ON-CENTER
CAB	CABINET	OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
CANT	CANTILEVERED	OPNG	OPENING
CHG	CHARGING	P/C	PRECAST CONCRETE
CLG	CEILING	PCS	PERSONAL COMMUNICATION SERVICES
CLR	CLEAR	PCU	PRIMARY CONTROL UNIT
COL	COLUMN	PRC	PRIMARY RADIO CABINET
COMM	COMMON	PP	POLARIZING PRESERVING
CONC	CONCRETE	PSF	POUNDS PER SQUARE FOOT
CONSTR	CONSTRUCTION	PSI	POUNDS PER SQUARE INCH
DBL	DOUBLE	PT	PRESSURE TREATED
DC	DIRECT CURRENT	PWR	POWER CABINET
DEPT	DEPARTMENT	QTY	QUANTITY
DF	DOUGLAS FIR	RAD	RADIUS
DIA	DIAMETER	RECT	RECTIFIER
DIAG	DIAGONAL	REF	REFERENCE
DIM	DIMENSION	REINF	REINFORCEMENT
DWG	DRAWING	REQ'D	REQUIRED
DWL	DOWEL	RET	REMOTE ELECTRIC TILT
EA	EACH	RF	RADIO FREQUENCY
EC	ELECTRICAL CONDUCTOR	RMC	RIGID METALLIC CONDUIT
EL	ELEVATION	RRH	REMOTE RADIO HEAD
ELEC	ELECTRICAL	RRU	REMOTE RADIO UNIT
EMT	ELECTRICAL METALLIC TUBING	RWY	RACEWAY
ENG	ENGINEER	SCH	SCHEDULE
EQ	EQUAL	SHT	SHEET
EXP	EXPANSION	SIAD	SMART INTEGRATED ACCESS DEVICE
EXT	EXTERIOR	SIM	SIMILAR
EW	EACH WAY	SPEC	SPECIFICATION
FAB	FABRICATION	SQ	SQUARE
FF	FINISH FLOOR	SS	STAINLESS STEEL
FG	FINISH GRADE	STD	STANDARD
FIF	FACILITY INTERFACE FRAME	STL	STEEL
FIN	FINISH(ED)	TEMP	TEMPORARY
FLR	FLOOR	THK	THICKNESS
FDN	FOUNDATION	TMA	TOWER MOUNTED AMPLIFIER
FOC	FACE OF CONCRETE	TN	TOE NAIL
FOM	FACE OF MASONRY	TOA	TOP OF ANTENNA
FOS	FACE OF STUD	TOC	TOP OF CURB
FOW	FACE OF WALL	TOF	TOP OF FOUNDATION
FS	FINISH SURFACE	TOP	TOP OF PLATE (PARAPET)
FT	FOOT	TOS	TOP OF STEEL
FTG	FOOTING	TOW	TOP OF WALL
GA	GAUGE	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
GEN	GENERATOR	TYP	TYPICAL
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	UG	UNDERGROUND
GLB	GLUE LAMINATED BEAM	UL	UNDERWRITERS LABORATORY
GLV	GALVANIZED	UNO	UNLESS NOTED OTHERWISE
GPS	GLOBAL POSITIONING SYSTEM	UMTS	UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
GND	GROUND	UPS	UNINTERRUPTIBLE POWER SYSTEM (DC POWER PLANT)
GSM	GLOBAL SYSTEM FOR MOBILE	VIF	VERIFIED IN FIELD
HDG	HOT DIPPED GALVANIZED	W	WIDE
HDR	HEADER	W/	WITH
HGR	HANGER	WD	WOOD
HVAC	HEAT/VENTILATION/AIR CONDITIONING	WP	WEATHERPROOF
HT	HEIGHT	WT	WEIGHT
IGR	INTERIOR GROUND RING		

ABBREVIATIONS



5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



1511 E. ORANGETHORPE AVE., SUITE D  
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**CDG**

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SHEET TITLE  
LEGEND AND ABBREVIATIONS

SHEET NUMBER

**GN-1**



SITE ACTIVITY REQUIREMENTS:

1. NOTICE TO PROCEED – NO WORK SHALL COMMENCE PRIOR TO CONTRACTOR RECEIVING A WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER. PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE DISH WIRELESS AND TOWER OWNER NOC & THE DISH WIRELESS AND TOWER OWNER CONSTRUCTION MANAGER.
2. "LOOK UP" – DISH WIRELESS AND TOWER OWNER SAFETY CLIMB REQUIREMENT:  
THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPEDE/BLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR DISH WIRELESS AND DISH WIRELESS AND TOWER OWNER POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.
3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
4. ALL CONSTRUCTION MEANS AND METHODS; INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN, AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION); FEDERAL, STATE, AND LOCAL REGULATIONS; AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND DISH WIRELESS AND TOWER OWNER STANDARDS, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANSI/TIA-322 (LATEST EDITION).
5. ALL SITE WORK TO COMPLY WITH DISH WIRELESS AND TOWER OWNER INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON DISH WIRELESS AND TOWER OWNER TOWER SITE AND LATEST VERSION OF ANSI/TIA-1019-A-2012 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."
6. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY DISH WIRELESS AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES INCLUDING PRIVATE LOCATES SERVICES PRIOR TO THE START OF CONSTRUCTION.
10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.
11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND DISH PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF DISH WIRELESS AND TOWER OWNER, AND/OR LOCAL UTILITIES.
14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.
15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
17. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.
18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS AND RADIOS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.
22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

GENERAL NOTES:

- 1.FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:  
CONTRACTOR:GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION  
CARRIER:DISH WIRELESS  
TOWER OWNER:TOWER OWNER
2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.
4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CARRIER POC AND TOWER OWNER.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION, BEFORE SUBMITTING BIDS, TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.
12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF DISH WIRELESS AND TOWER OWNER
13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

DISCLAIMER NOTE:

THE DESIGN SHOWN IN THESE PLANS ASSUME THAT ALL EXISTING STRUCTURAL ITEMS ARE IN "LIKE NEW" CONDITION AND THAT THE STRUCTURES HAVE BEEN PROPERLY MAINTAINED BY THE OWNER, INCLUDING ALL TOWER AND BUILDING COMPONENTS.

INSTALLATION PROCEDURES AND RELATED LOADINGS ARE NOT WITHIN THE SCOPE OF THIS DESIGN/DRAWING. A CONTRACTOR EXPERIENCED IN SIMILAR WORK SHOULD PERFORM ALL INSTALLATION WORK. THE ENGINEERING SERVICES PROVIDED BY CDG ARE LIMITED TO THE DESIGN OF THE STRUCTURE WITH THE PROPOSED AND EXISTING LOADS. THESE DRAWINGS ARE CONSIDERED VOID IF THE LOADING MENTIONED IN THESE DRAWINGS IS CHANGED OR IS DIFFERENT AS INSTALLED. IT IS ASSUMED THAT THE EXISTING STRUCTURE IS PROPERLY MAINTAINED AND IS IN GOOD CONDITION FREE OF ANY DEFECTS. ALSO THE VERIFICATION OF ANCHORAGE, PLATE AND BOLTS ARE NOT CHECKED AS COMPLETE ENGINEERING DATA IN NOT AVAILABLE FOR VERIFICATION. THE SCOPE OF THESE DRAWINGS DOES NOT INCLUDE EXISTING CONNECTIONS, EXCEPT AS NOTED. ALL EXISTING & PROPOSED ANTENNA/STRUCTURE DATA WAS PROVIDED BY OWNER. CDG IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY EXISTING DATA.

THESE DRAWINGS GENERATED BY CDG ARE FOR THE SCOPE GIVEN BY CDG, INC. AND THEIR CLIENT ONLY. WE DISCLAIM ANY RESPONSIBILITY OF THIS DRAWING BEING USED BY ANY PARTY OTHER THAN OUR CLIENT. CDG DOES NOT MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED IN CONNECTION WITH THIS ENGINEERING DRAWING AND DISCLAIMS ANY LIABILITY ARISING FROM DEFICIENCIES OR ANY EXISTING CONDITIONS OF THE ORIGINAL STRUCTURE. CDG WILL NOT BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SUSTAINED BY ANY PARTIES AS A RESULT OF ANY DATA OR CONCLUSIONS INCLUDED IN THIS DRAWING. THE MAXIMUM LIABILITY OF CDG PURSUANT TO THIS DRAWING SHALL BE LIMITED TO THE CONSULTING FEE RECEIVED FOR THE PREPARATION OF THE REPORT. ALL SERVICES ARE PERFORMED, RESULTS OBTAINED AND RECOMMENDATIONS MADE ARE IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRINCIPLES AND PRACTICES. CDG IS NOT RESPONSIBLE FOR THE CONCLUSIONS, OPINIONS AND RECOMMENDATIONS MADE BY OTHERS BASED ON THE INFORMATION OR DATA PROVIDED BY US.



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SHEET TITLE

GENERAL NOTES

SHEET NUMBER

**GN-2**



CONCRETE, FOUNDATIONS, AND REINFORCING STEEL:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°F AT TIME OF PLACEMENT.
4. CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (Fy) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:  
 #4 BARS AND SMALLER 40 ksi  
 #5 BARS AND LARGER 60 ksi
6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
  - CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
  - CONCRETE EXPOSED TO EARTH OR WEATHER:
  - #6 BARS AND LARGER 2"
  - #5 BARS AND SMALLER 1-1/2"
  - CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
  - SLAB AND WALLS 3/4"
  - BEAMS AND COLUMNS 1-1/2"
7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.


ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
  - 4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
  - 4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT ID'S).
7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
8. TIE WRAPS ARE NOT ALLOWED.
9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.

16. ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90s AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND THE NEC.
21. WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREMOLD SPECMATE WIREWAY).
22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).
23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (i.e. POWDER-ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.
24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3 (OR BETTER) FOR EXTERIOR LOCATIONS.
25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
27. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR DISH WIRELESS AND TOWER OWNER BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
29. INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "DISH WIRELESS".
30. ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.



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DISH WIRELESS PROJECT NUMBER  
**SFSF001108B**

**761 NEESON RD.  
MARINA, CA 93933  
ROOFTOP**

SHEET TITLE  
**GENERAL NOTES**

SHEET NUMBER  
**GN-3**



GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS, THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 STRANDED COPPER OR LARGER FOR INDOOR BTS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTIOXIDANT COATINGS (i.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 ft OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (i.e., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4" NON-METALLIC, FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD-WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM, THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY). DO NOT ATTACH GROUNDING TO FIRE SPRINKLER SYSTEM PIPES.



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## EXHIBIT C

Tenant shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with Tenant's operation and use of the leased Premises. The cost of such insurance shall be borne by Tenant.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Coverage at least as broad as Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location (at least as broad as ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (This applies to Tenants with employees).
3. **Property insurance** against all risks of loss to any Tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If Tenant maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Tenant.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Tenant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Tenant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

***Primary Coverage***

For any claims related to this Lease, Tenant's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Tenant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.



***Umbrella or Excess Policy***

Tenant may use Umbrella or Excess Policies to provide the liability limits as required in this Lease. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Tenant’s primary and excess liability policies are exhausted.

***Legal Liability Coverage***

The property insurance to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.

***Notice of Cancellation***

Each insurance policy required above shall provide thirty (30) days’ notice of cancellation or change in coverage to the City

***Waiver of Subrogation***

Tenant hereby grants to City a waiver of any right to subrogation which any insurer of said Tenant may acquire against City by virtue of the payment of any loss under such insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by City. City may require the Tenant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Tenant who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Tenant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to City.

***Verification of Coverage***

Tenant shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All

certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Tenant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
(Seal)

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (Seal)



**FAA  
Airports**

## **ASSURANCES AIRPORT SPONSORS**

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### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).



**EXECUTIVE ORDERS**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

**FEDERAL REGULATIONS**

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- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1,2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

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**SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

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**FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.



- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

**23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

**24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

**25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
  - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

**26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

- b. **Applicability**

- 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.



- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**BUILDING SUMMARY**

**BUILDING P00524**

Date(s) of Survey .....	12/6/91, 3/30/92
Estimated Date of Construction .....	1961
Building Usage .....	Maintenance Hangar
Total Gross Square Footage .....	36,007 Sq. Ft.
Building Type .....	Concrete Block
Number of Levels .....	1
Estimated Cost of Recommended Work Items for Asbestos-Containing Materials (CWE) .....	\$0
Total Estimated Cost Including Additive Items (CWE) .....	\$85,982
• Cost per Square Foot Including Additive Items (CWE) .....	\$2.39
Friable Asbestos-Containing Materials .....	Hot Water Storage Tank Insulation, Pipe Fitting Insulation
Nonfriable Asbestos-Containing Materials .....	Resilient Floor Tile

**WORK ITEM INVENTORY**

BLDG./ WORK ITEM	DEI RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST
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P00524	12	N/A	Pipe Fitting Insulation	154 E	1st Flr Throughout Floor	Friable	O&M	\$0
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**FINDINGS:** Friable asbestos-containing pipe fitting insulation throughout the first floor was in good condition. If this material were to become damaged, asbestos fibers could be distributed to other areas of the building by natural air movement. Most of the insulation is located at or near ceiling height. This material is accessible to building users who enter these areas frequently. [Bulk Sample(s) 30, 32, 34]

**RECOMMENDATIONS:** Inspect this material annually as part of the O&M. Prohibit any disturbance of this material by maintenance personnel or other building occupants. Should this material be removed, delete this work item from the O&M. Any replacement should be performed with asbestos-free materials.

Additive cost for optional removal and replacement of this material is \$7,623.

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00524**

**WORK ITEM INVENTORY**

BLDG./ WORK ITEM	DEI RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST
P00524 2	12	N/A	Hot Water Storage Tank Insulation	70 SF	1st Flr Boiler Room	Friable	O&M	\$0
<p><b>FINDINGS:</b> Friable asbestos-containing hot water storage tank insulation in the boiler room was in good condition. Although the insulation is accessible and vulnerable to disturbance, this room is infrequently entered by maintenance personnel. Asbestos fibers released from damaged insulation may be distributed to other areas of the building by natural air movement. [Bulk Sample(s) 36, 37, 38]</p> <p><b>RECOMMENDATIONS:</b> Inspect this material annually as part of the O&amp;M. Prohibit any disturbance of this material by maintenance personnel or other building occupants. Care should be taken to prevent any water leaks which may loosen the material and cause it to delaminate from the substrate. Should this material be removed, delete this work item from the O&amp;M. Any replacement should be performed with asbestos-free materials.</p> <p>Additive cost for optional removal and replacement of this material is \$3,150.</p>								
P00524 3	13	N/A	Resilient Floor Tile	5,025 SF	Mezz Throughout	Nonfriable	O&M	\$0
<p><b>FINDINGS:</b> Nonfriable asbestos-containing 9" x 9" beige, 9" x 9" black, 9" x 9" tan and white, 9" x 9" light green, 9" x 9" beige and white, 9" x 9" mint green, 9" x 9" brown and 9" x 9" dark red resilient floor tile throughout most of the mezzanine was in good condition. This material is accessible to building users but does not pose a risk of contamination as long as it does not become damaged or deteriorated in such a way that it could release asbestos fibers into the air. [Bulk Sample(s) 1, 2, 4, 5, 7, 9, 12, 13, 14, 15, 24, 25, 26, 27, 28, 29]</p> <p><b>RECOMMENDATIONS:</b> Inspect this material biannually as part of the O&amp;M. Prohibit any disturbance to this material including sanding, chipping or the use of corrosive cleaning chemicals which may cause the generation of airborne asbestos fibers. Should this material be removed, delete this work item from the O&amp;M. Any replacement should be performed with asbestos-free materials.</p> <p>Additive cost for optional removal and replacement of this material is \$55,023.</p>								



**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00524**

**Exhibit E to Lease**

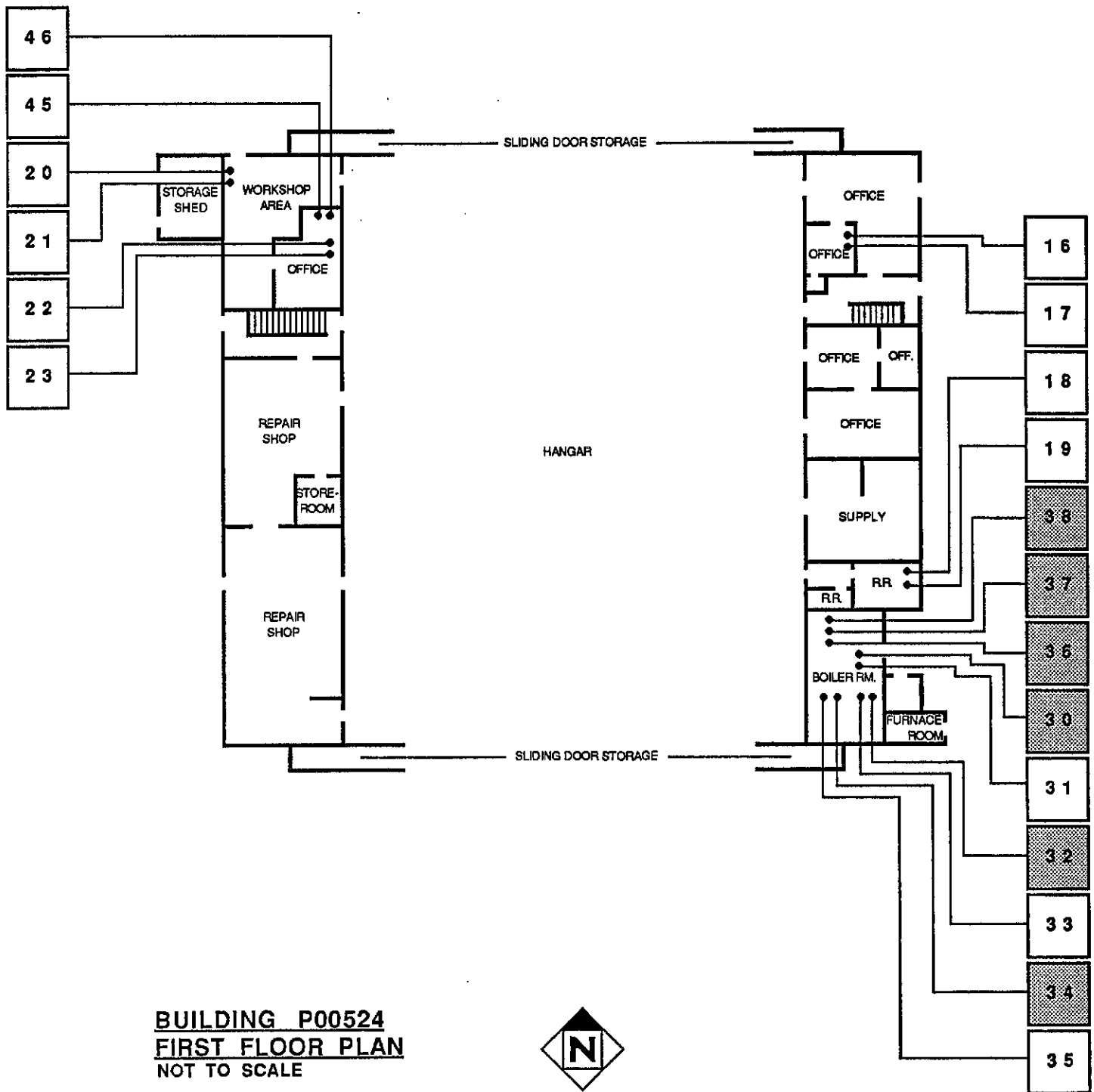
**WORK ITEM INVENTORY**

BLDG./ WORK ITEM	DEI RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST
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**WORK ITEM SUMMARY  
BUILDING P00524**

The work items are listed below in numerical (and DEI Rating) order, and their estimated costs have been totaled.

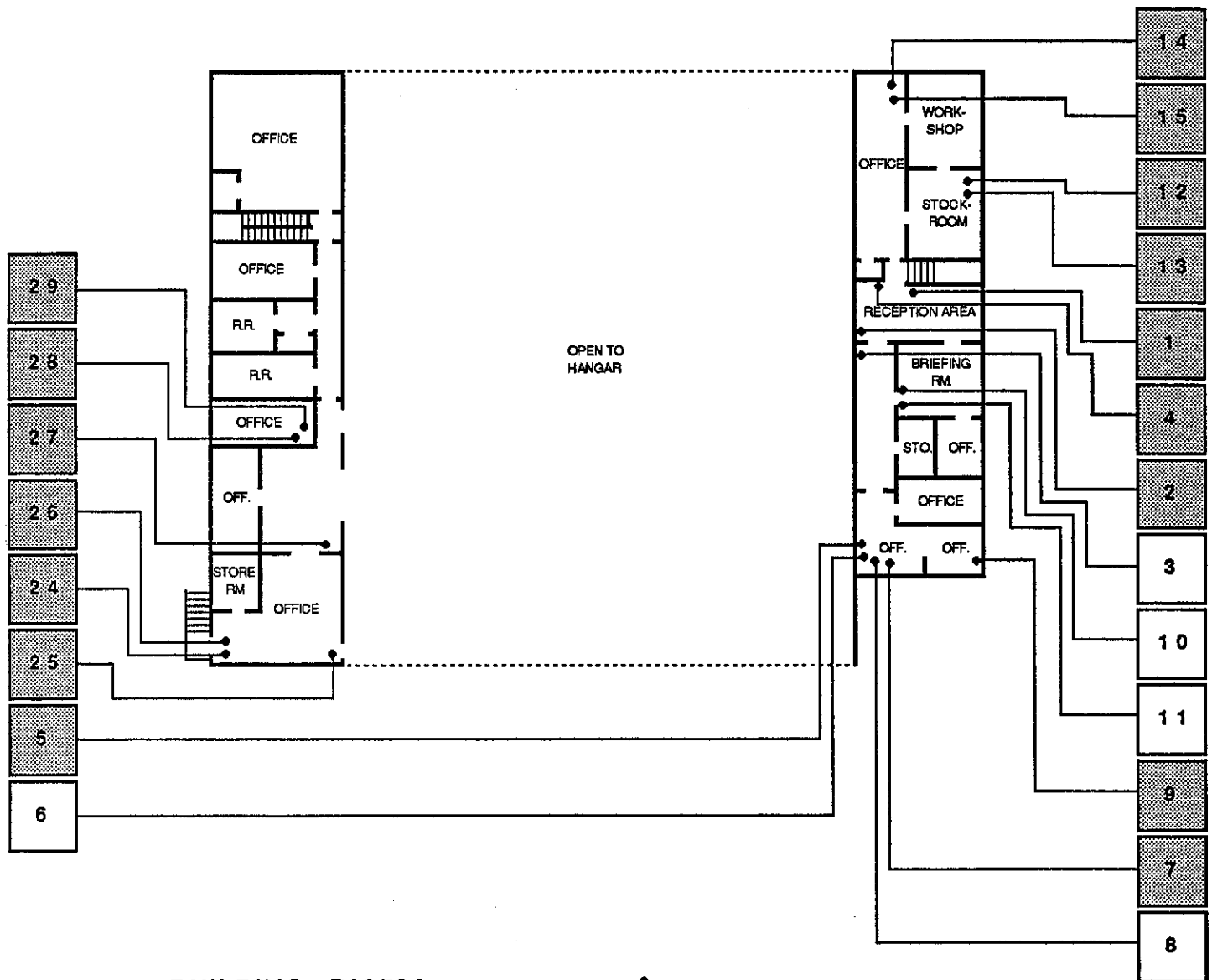
P00524	12	N/A	Pipe Fitting Insulation	154 E	1st Flr Throughout Floor	Friable	O&M	\$0
1					.....			
P00524	12	N/A	Hot Water Storage Tank Insulation	70 SF	1st Fir Boiler Room	Friable	O&M	\$0
2					.....			
P00524	13	N/A	Resilient Floor Tile	5,025 SF	Mezz Throughout	Nonfriable	O&M	\$0
3					.....			
								\$0



**BUILDING P00524**  
**FIRST FLOOR PLAN**  
NOT TO SCALE



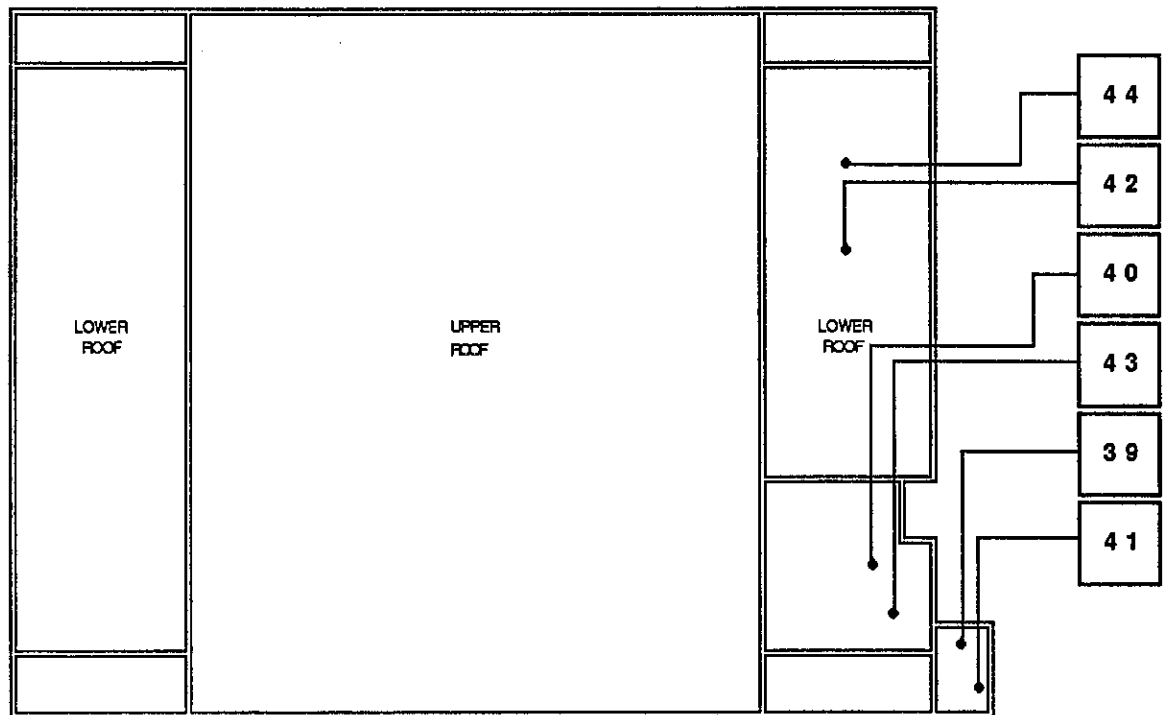
BULK SAMPLE ASBESTOS CONTENT  = > 0.1%  = NONE DETECTED



**BUILDING P00524**  
**MEZZANINE FLOOR PLAN**  
NOT TO SCALE



BULK SAMPLE ASBESTOS CONTENT  = > 0.1%  = NONE DETECTED



**BUILDING P00524**  
**ROOF PLAN**  
NOT TO SCALE



BULK SAMPLE ASBESTOS CONTENT  = > 0.1%  = NONE DETECTED

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00524**

**Exhibit E to Lease**

**BULK SAMPLE LOG**

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
P00524	1	Resilient Floor Tile (9" x 9") Beige	1,245 SF	2	Reception Area	P	Chrysotile	3	Nonfriable	None
P00524	2	Resilient Floor Tile (9" x 9") Beige	(R1)	2	Reception Area	P	Chrysotile	3	Nonfriable	None
P00524	3	Floor Tile Mastic Black	5,025 SF	2	Reception Area	N		N/D		
P00524	4	Resilient Floor Tile (9" x 9") Black	625 SF	2	Reception Area	P	Chrysotile	8	Nonfriable	None
P00524	5	Resilient Floor Tile (9" x 9") Black	(R4)	2	Office	P	Chrysotile	8	Nonfriable	None
P00524	6	Floor Tile Mastic Black	(R3)	2	Office	N		N/D		
P00524	7	Resilient Floor Tile (9" x 9") Tan and White	325 SF	2	Office	P	Chrysotile	3	Nonfriable	None
P00524	8	Floor Tile Mastic Black	(R3)	2	Office	N		N/D		
P00524	9	Resilient Floor Tile (9" x 9") Tan and White	(R7)	2	Office	P	Chrysotile	3	Nonfriable	None
P00524	10	Wallboard	5,000 SF	2	Office	N		N/D		
P00524	11	Joint Compound	5,000 SF	2	Office	N		N/D		
P00524	12	Resilient Floor Tile (9" x 9") Light Green	425 SF	2	Stockroom	P	Chrysotile	5	Nonfriable	None
P00524	13	Resilient Floor Tile (9" x 9") Light Green	(R12)	2	Stockroom	P	Chrysotile	5	Nonfriable	None

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00524**

**Exhibit E to Lease**

**BULK SAMPLE LOG**

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
P00524	14	Resilient Floor Tile (9" x 9") Beige and White	425 SF	2	Office	P	Chrysotile	5	Nonfriable	None
P00524	15	Resilient Floor Tile (9" x 9") Beige and White	(R14)	2	Office	P	Chrysotile	5	Nonfriable	None
P00524	16	Wallboard	(R10)	1	Office	N			N/D	
P00524	17	Joint Compound	(R11)	1	Office	N			N/D	
P00524	18	Resilient Floor Tile (12" x 12") Gray and Brown	275 SF	1	Restroom	N			N/D	
P00524	19	Resilient Floor Tile (12" x 12") Gray and Brown	(R18)	1	Restroom	N			N/D	
P00524	20	Wallboard	(R10)	1	Workshop Area	N			N/D	
P00524	21	Joint Compound	(R11)	1	Workshop Area	N			N/D	
P00524	22	Resilient Floor Tile (12" x 12") White	200 SF	1	Office	N			N/D	
P00524	23	Resilient Floor Tile (12" x 12") White	(R22)	1	Office	N			N/D	
P00524	24	Resilient Floor Tile (9" x 9") Mint Green	800 SF	2	Office	P	Chrysotile	5	Nonfriable	None
P00524	25	Resilient Floor Tile (9" x 9") Mint Green	(R24)	2	Office	P	Chrysotile	5	Nonfriable	None
P00524	26	Resilient Floor Tile (9" x 9") Brown	940 SF	2	Office	P	Chrysotile	5	Nonfriable	None

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.



**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS – FORT ORD INSTALLATION  
BUILDING P00524**

**Exhibit E to Lease**

**BULK SAMPLE LOG**

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
P00524	27	Resilient Floor Tile (9" x 9") Brown	(R26)	2	Office	P	Chrysotile	5	Nonfriable	None
P00524	28	Resilient Floor Tile (9" x 9") Dark Red	240 SF	2	Office	P	Chrysotile	5	Nonfriable	None
P00524	29	Resilient Floor Tile (9" x 9") Dark Red	(R28)	2	Office	P	Chrysotile	5	Nonfriable	None
P00524	30	Pipe Fitting Insulation (4" O.D.)	154 E	1	Boiler Room	P	Chrysotile	5	Friable	None
P00524	31	Pipe Fitting Insulation Lagging (4" O.D.)	154 E	1	Boiler Room	N		N/D		
P00524	32	Pipe Fitting Insulation (4" O.D.)	(R30)	1	Boiler Room	P	Chrysotile	5	Friable	None
P00524	33	Pipe Fitting Insulation Lagging (4" O.D.)	(R31)	1	Boiler Room	N		N/D		
P00524	34	Pipe Fitting Insulation (4" O.D.)	(R30)	1	Boiler Room	P	Chrysotile	5	Friable	None
P00524	35	Pipe Fitting Insulation Lagging (4" O.D.)	(R31)	1	Boiler Room	N		N/D		
P00524	36	Storage Tank Insulation	70 SF	1	Boiler Room	P	Chrysotile	5	Friable	None
P00524	37	Storage Tank Insulation	(R36)	1	Boiler Room	P	Chrysotile	5	Friable	None
P00524	38	Storage Tank Insulation	(R36)	1	Boiler Room	P	Chrysotile	5	Friable	None
P00524	39	Roofing Composite	32,500 SF	Roof	Lower Roof	N		N/D		

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

**BULK SAMPLE LOG**

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE %	FRIABILITY	DAMAGE
P00524	40	Roofing Composite	(R39)	Roof	Lower Roof	N	N/D		
P00524	41	Roof Penetration Mastic	26 E	Roof	Lower Roof	N	N/D		
P00524	42	Roof Penetration Mastic	(R41)	Roof	Lower Roof	N	N/D		
P00524	43	Roofing Mastic	32,500 SF	Roof	Lower Roof	N	N/D		
P00524	44	Roofing Mastic	(R43)	Roof	Lower Roof	N	N/D		
P00524	45	Floor Tile Mastic Black	475 SF	1	Office	N	N/D		
P00524	46	Floor Tile Mastic Black	(R45)	1	Office	N	N/D		

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00524**

Exhibit E to Lease

**CURRENT WORKING ESTIMATE (CWE)**

**UNIT COST ESTIMATE SUMMARY**

DATE PREPARED: 6/29/92

SHEET 1 OF 2

PROJECT: FORT ORD INSTALLATION BUILDING - P 00524  
ASBESTOS MATERIAL ABATEMENT/REPLACEMENT  
LOCATION: FORT ORD, CALIFORNIA  
ARCHITECT/  
ENGINEER: DIAGNOSTIC ENGINEERING INC.

**BASIS FOR ESTIMATE**

- CODE A (NO DESIGN)
- CODE B (PRELIMINARY DESIGN)
- CODE C (FINAL DESIGN)
- OTHER (SPECIFY): \_\_\_\_\_

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

ITEM NO.	DESCRIPTION	RECOMMENDED ACTION	ESTIMATED QUANTITY	UNIT	COST BREAKDOWN	UNIT COST (\$)	DIRECT COST (\$)
W.I. 1	Pipe Fitting Insulation	O&M	154	E	ABATEMENT	0.00	0
					REPLACEMENT	0.00	0
					ADDITIVE REMOVAL	18.00	2,772
					ADDITIVE REPLACEMENT	15.00	2,310
W.I. 2	Hot Water Storage Tank Insulation	O&M	70	SF	ABATEMENT	0.00	0
					REPLACEMENT	0.00	0
					ADDITIVE REMOVAL	15.00	1,050
					ADDITIVE REPLACEMENT	15.00	1,050
W.I. 3	Resilient Floor Tile	O&M	5,025	SF	ABATEMENT	0.00	0
					REPLACEMENT	0.00	0
					ADDITIVE REMOVAL	3.80	19,095
					ADDITIVE REPLACEMENT	3.50	17,587

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00524**

**Exhibit E to Lease**

**CURRENT WORKING ESTIMATE (CWE)**

**UNIT COST ESTIMATE SUMMARY**

DATE PREPARED: 6/29/92

SHEET 2 OF 2

PROJECT: FORT ORD INSTALLATION BUILDING - P 00524  
ASBESTOS MATERIAL ABATEMENT/REPLACEMENT

LOCATION: FORT ORD, CALIFORNIA

ARCHITECT/  
ENGINEER: DIAGNOSTIC ENGINEERING INC.

BASIS FOR ESTIMATE	
<input checked="" type="checkbox"/>	CODE A (NO DESIGN)
<input type="checkbox"/>	CODE B (PRELIMINARY DESIGN)
<input type="checkbox"/>	CODE C (FINAL DESIGN)
<input type="checkbox"/>	OTHER (SPECIFY):

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L WERNER

COSTS FOR BUILDING P00524 :	DIRECT COST	CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS)	CONTRACTOR COST	
ABATEMENT	\$0	\$0	\$0	
REPLACEMENT	\$0	\$0	\$0	\$0
ADDITIVE REMOVAL	\$22,917	\$11,459	\$34,376	
ADDITIVE REPLACEMENT	\$20,947	\$10,474	\$31,421	\$65,796

**RECOMMENDED ITEMS:**

Building P00524 Contractor Cost		\$0
INDEPENDENT MONITORING (CONTRACT)	10%	\$0
SITE & UTILITIES		\$0
Total Contract Cost		\$0
Contingencies During Construction	10%	\$0
Subtotal		\$0
Supervision & Administration	8%	\$0
Total Construction		\$0
SUB-ALLOTMENT		\$0
<b>Total CWE Without Additives</b>		<b>\$0</b>

**ADDITIVE ITEMS:**

Building P00524 Additive Contractor Cost		\$65,796
INDEPENDENT MONITORING (CONTRACT)	10%	\$6,580
Total Additive Contract Cost		\$72,376
Contingencies During Construction	10%	\$7,238
Subtotal		\$79,613
Supervision & Administration	8%	\$6,369
<b>Total Additives CWE</b>		<b>\$85,982</b>
<b>Total CWE Including All Additives</b>		<b>\$85,982</b>

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00524**

**Exhibit E to Lease**

**UNIT COST ESTIMATE**

DATE PREPARED: 6/29/92

SHEET 1 OF 1

PROJECT: FORT ORD INSTALLATION BUILDING - P 00524  
**ASBESTOS MATERIAL ABATEMENT**  
 LOCATION: FORT ORD, CALIFORNIA  
 ARCHITECT/  
 ENGINEER: DIAGNOSTIC ENGINEERING INC.

BASIS FOR ESTIMATE	
<input checked="" type="checkbox"/>	CODE A (NO DESIGN)
<input type="checkbox"/>	CODE B (PRELIMINARY DESIGN)
<input type="checkbox"/>	CODE C (FINAL DESIGN)
<input type="checkbox"/>	OTHER (SPECIFY): _____

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

ITEM NO.	DESCRIPTION	ACTION	ESTIMATED QUANTITY	UNIT	UNIT COST (\$)	DIRECT COST (\$)
W.I. 1	Pipe Fitting Insulation	O&M	154	E	0.00	0
W.I. 2	Hot Water Storage Tank Insulation	O&M	70	SF	0.00	0
W.I. 3	Resilient Floor Tile	O&M	5,025	SF	0.00	0

DIRECT COST	\$0
CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS)	\$0
<b>CONTRACTOR COST - ABATEMENT</b>	<b>\$0</b>

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00524**

**Exhibit E to Lease**

**UNIT COST ESTIMATE**

DATE PREPARED: 6/29/92

SHEET 1 OF 1

PROJECT: FORT ORD INSTALLATION BUILDING - P 00524  
ABATED MATERIAL REPLACEMENT

LOCATION: FORT ORD, CALIFORNIA

ARCHITECT/

ENGINEER: DIAGNOSTIC ENGINEERING INC.

**BASIS FOR ESTIMATE**

- CODE A (NO DESIGN)
- CODE B (PRELIMINARY DESIGN)
- CODE C (FINAL DESIGN)
- OTHER (SPECIFY): \_\_\_\_\_

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

ITEM NO.	DESCRIPTION	ACTION	ESTIMATED QUANTITY	UNIT	UNIT COST (\$)	DIRECT COST (\$)
W.I. 1	Pipe Fitting Insulation	Replacement	154	E	0.00	0
W.I. 2	Hot Water Storage Tank Insulation	Replacement	70	SF	0.00	0
W.I. 3	Resilient Floor Tile	Replacement	5,025	SF	0.00	0

DIRECT COST	\$0
CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS)	\$0
<b>CONTRACTOR COST - REPLACEMENT</b>	<b>\$0</b>

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00524**

**Exhibit E to Lease**

**UNIT COST ESTIMATE**

DATE PREPARED: 6/29/92

SHEET 1 OF 1

PROJECT: FORT ORD INSTALLATION BUILDING - P 00524  
**ADDITIVE ASBESTOS MATERIAL REMOVAL**  
LOCATION: FORT ORD, CALIFORNIA  
ARCHITECT/  
ENGINEER: DIAGNOSTIC ENGINEERING INC.

BASIS FOR ESTIMATE	
<input checked="" type="checkbox"/>	CODE A (NO DESIGN)
<input type="checkbox"/>	CODE B (PRELIMINARY DESIGN)
<input type="checkbox"/>	CODE C (FINAL DESIGN)
<input type="checkbox"/>	OTHER (SPECIFY):
_____	

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

ITEM NO.	DESCRIPTION	ACTION	ESTIMATED QUANTITY	UNIT	UNIT COST (\$)	DIRECT COST (\$)
W.I. 1	Pipe Fitting Insulation	Additive Removal	154	E	18.00	2,772
W.I. 2	Hot Water Storage Tank Insulation	Additive Removal	70	SF	15.00	1,050
W.I. 3	Resilient Floor Tile	Additive Removal	5,025	SF	3.80	19,095

DIRECT COST	\$22,917
CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS)	\$11,459
<b>CONTRACTOR COST - ADDITIVE REMOVAL</b>	<b>\$34,376</b>



**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00524**

**Exhibit E to Lease**

**UNIT COST ESTIMATE**

DATE PREPARED: 6/29/92

SHEET 1 OF 1

PROJECT: FORT ORD INSTALLATION BUILDING - P 00524  
ADDITIVE ABATED MATERIAL REPLACEMENT  
LOCATION: FORT ORD, CALIFORNIA  
ARCHITECT/  
ENGINEER: DIAGNOSTIC ENGINEERING INC.

**BASIS FOR ESTIMATE**

- CODE A (NO DESIGN)  
 CODE B (PRELIMINARY DESIGN)  
 CODE C (FINAL DESIGN)  
 OTHER (SPECIFY):  
\_\_\_\_\_

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L WERNER

ITEM NO.	DESCRIPTION	ACTION	ESTIMATED QUANTITY	UNIT	UNIT COST (\$)	DIRECT COST (\$)
W.I. 1	Pipe Fitting Insulation	Additive Replacement	154	E	15.00	2,310
W.I. 2	Hot Water Storage Tank Insulation	Additive Replacement	70	SF	15.00	1,050
W.I. 3	Resilient Floor Tile	Additive Replacement	5,025	SF	3.50	17,587

DIRECT COST	\$20,947
CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS)	\$10,474
	<hr/>
CONTRACTOR COST - ADDITIVE REPLACEMENT	\$31,421

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of February 22, 2023

Honorable Chairperson and Members  
of the Successor Agency to Marina Redevelopment Agency

Successor Agency Meeting  
of February 22, 2023

Chair and Board Members of  
Preston Park Sustainable Community Non-Profit Corporation

Corporation Meeting  
of February 22, 2023

**CITY COUNCIL OF THE CITY OF MARINA, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY BOARD, AND PRESTON PARK SUSTAINABLE COMMUNITY NPC BOARD TO CONSIDER RECEIVING INVESTMENT REPORTS FOR THE CITY OF MARINA, CITY OF MARINA AS SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY, AND PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION FOR THE QUARTER ENDED DECEMBER 2022**

**REQUEST:**

It is requested that the City Council and Boards:

1. Consider receiving Investment Reports for the City of Marina, City of Marina as Successor Agency to the Marina Redevelopment Agency, and Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC) for the quarter ended December 31, 2022.

**BACKGROUND:**

**Cash Management.** The City continued to maximize the deposit of idle cash into the Local Agency Investment Fund (LAIF). Additionally, staff explored and executed non-LAIF investments options that aligned with the City’s investment policy, which includes high-quality notes and U.S. Treasuries. Changes to the City’s investment portfolio for last quarter are shown in Table I, Cash and Investments. The table shows a \$4.37 million increase in total City cash, largely due to bi-annual property tax revenue receipts.

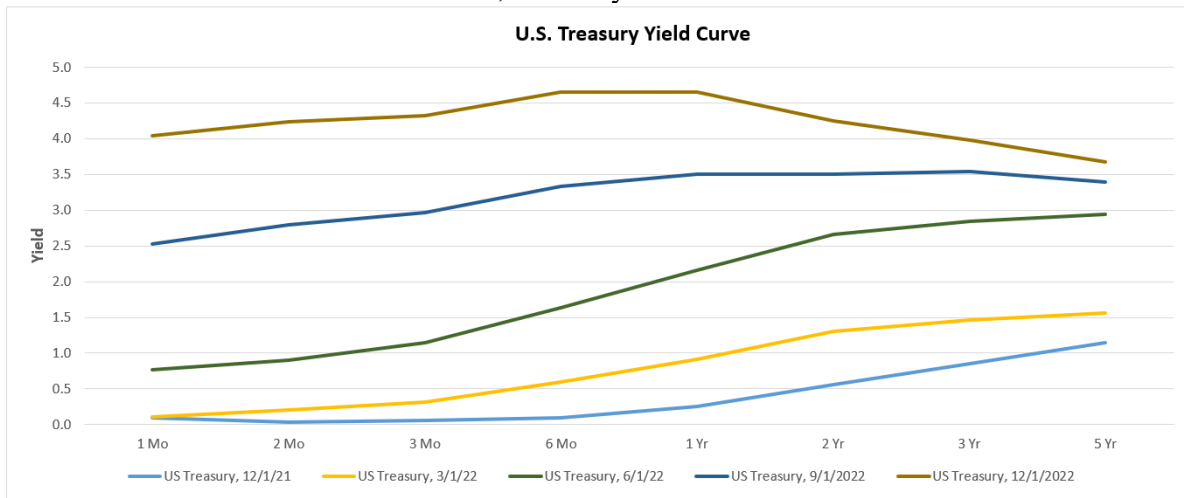
Table I

Summary of Cash and Investments  
Amounts in Millions  
Quarter Ended Dec 31, 2022

	September		December		Change (Curr - Prev)	
	Yield	Amount	Yield	Amount	Yield	Amount
<b>City</b>						
LAIF	1.51%	\$ 74.36	2.17%	\$ 69.89	0.66%	\$(4.47)
Corp Notes	Variable	4.56	Variable	3.04	Variable	(1.52)
Gov Notes	Variable	32.33	Variable	44.11	Variable	11.78
Commercial Paper	Variable	2.49	0.00%	-	Variable	(2.49)
Bank	0.00%	6.83	0.00%	9.75	0.00%	2.92
All Others	Variable	0.53	Variable	0.24	Variable	(0.29)
		<u>Subtotal</u>		<u>Subtotal</u>		<u>Subtotal</u>
		121.10		127.03		5.93
<b>Successor</b>						
LAIF	1.51%	\$ 3.04	2.17%	\$ 2.90	0.66%	(0.14)
Bank	0.00%	1.54	0.00%	0.10	0.00%	(1.44)
All Others	Variable	2.02	Variable	2.04	Variable	0.02
		<u>Subtotal</u>		<u>Subtotal</u>		<u>Subtotal</u>
		6.60		5.03		(1.56)
<b>PPSC-NPC</b>						
Bank	0.30%	8.37	0.30%	8.37	0.00%	0.00
		<u>Subtotal</u>		<u>Subtotal</u>		<u>Subtotal</u>
		8.37		8.37		0.00
<b>Total Cash Assets</b>		<u>136.07</u>		<u>140.44</u>		<u>4.37</u>

The end of quarter LAIF interest rate was 2.17%, which represents a .66% increase from the previous quarter, as seen in Table I. Chart I, Treasury Yield Curve shows the treasury yield curve and its recent shift from December 2021 to December 2022. Staff will continue to explore other investment options, including treasury notes and additional high quality corporate products, to maximize the return of idle cash while still retaining liquidity and quality in its portfolio. Nearly half of the city’s interest revenue is allocated to the General Fund while Fund 215 – Public Facilities Impact Fees, Fund 223 – FORA Dissolution Fund and Fund 422 – Measure X Capital Projects receive most of the remaining interest revenue. The city operates under an investment policy which can be found at: <http://www.cityofmarina.org/26/Finance> .

Chart I, Treasury Yield Curve



**Interest Rate / Economy.** Interest rates increased from the prior quarter and that trend is expected to continue well into 2023. The expectation is that interest rates will rise as the Fed continues to guard against inflation. Staff will closely monitor the yield curve and purchase longer term (maturities beyond one year) investments as those opportunities arise.

Economically, the city is in a strong position with property tax revenues remaining high and transient occupancy and sales tax revenues recovered from the pandemic. Staff will closely monitor those revenues as we approach the end of the calendar year.

**Portfolio Strategy.** Staff’s goal is to match or outperform LAIF. As shown in Chart I, current treasury yields are such that a 1-month treasury note would accomplish that goal. Staff is exploring treasury non-treasury investments that mature in the 3-month to 2-year range to provide an equal or greater return than LAIF.

Council has previously expressed concerns about investing in fossil fuel companies, or companies that cultivate, process, or sell fossil fuel. Many state and local agencies have sought to promote a low-carbon economy by divesting from fossil fuels. The City of Marina currently has no direct investments in fossil fuel companies. LAIF, which makes up the largest component of the city’s portfolio, mostly invests in United States Treasury Notes and Bills as well as other government-backed securities. Other LAIF investments include a modest amount of highly rated certificates of deposit, corporate notes, and commercial paper. These securities are issued by well capitalized domestic and international institutions. While LAIF has no formal investment policy that restricts fossil fuel investments, the State Treasurer has expressed a strong desire to divest from fossil fuels. Staff will keep abreast of any formal LAIF policy change and will also seek to incorporate fossil fuel divestment into the City of Marina’s future investment policy revision, subject to City Council approval.

**ANALYSIS:**

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

**FISCAL IMPACT:**

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

**CONCLUSION:**

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

*Lily Suarez*

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Lily Suarez  
Account Technician  
City of Marina



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Juan Lopez  
Finance Director  
City of Marina

**REVIEWED/CONCUR:**

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Layne P. Long  
City Manager  
City of Marina

# EXHIBIT A

To: Honorable Mayor and City Council Members

From: Lily Suarez, Accounting Technician

RE: Investment Report  
Quarter Ended Dec 31, 2022

## INVESTMENT SUMMARY:

	<u>Market Value</u>	
Imprest Cash	\$ 5,900	
Checking/Savings Account/Certificate of Deposit	\$ 9,748,574	
Local Agency Investment Fund	\$ 69,890,625	
JP Morgan Investment Acct	\$ 47,148,041	
Paying Agent	\$ 237,211	
	<u>\$ 127,030,351</u>	
		\$ 9,754,474
Cash not earning interest		8%
Non earning cash as a percentage of total cash		

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



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Juan Lopez, Finance Director



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Lily Suarez, Accounting Technician  
CITY OF MARINA  
INVESTMENT AND EARNINGS REPORT  
Quarter Ended Dec 31, 2022

## EXHIBIT A

	Purchase				Book Value/ Cost			Est. Accrued	
	Date	Maturity	Coupon	Rate (%)	Face	Basis	Market Value	Income	
Petty Cash		N/A	NA	0.00%	5,900.00	5,900.00	5,900.00	-	
Chase									
Checking	273582905	Sweep	NA	0.00%	9,748,574.00	9,748,574.00	9,748,574.00	-	
Local Agency Investment Fund (LAIF)	98-27-509	NA	NA	2.17%	69,890,624.60	69,890,624.60	69,890,624.60	-	
US Bank (Custodian)	244667000	N/A		0.00%	-	-	-	-	
JP Morgan A- Bond	1/28/2022	1/25/2023	3.20%	0.75%	3,000,000	3,005,240	2,997,688	41,333	
US Treasury Bill	8/30/2022	3/2/2023	0.00%	3.25%	2,000,000	1,967,675	1,986,341	-	
Federal Home Loan Banks	7/13/2022	3/10/2023	2.13%	2.14%	1,300,000	1,298,032	1,294,572	8,441	
Freddie Mac AAA Bond	6/23/2022	4/20/2023	0.38%	2.78%	8,660,000	8,596,990	8,551,443	6,315	
US Treasury Bill	12/1/2022	6/1/2023	0.00%	4.60%	12,000,000	11,730,579	11,776,376	-	
US Treasury Bill	12/29/2022	6/22/2023	0.00%	4.65%	10,000,000	9,786,036	9,786,036	-	
US Treasury Bill	8/30/2022	8/10/2023	0.00%	3.31%	8,000,000	7,749,606	7,784,220	-	
Freddie Mac AAA Bond	12/22/2021	8/24/2023	0.25%	0.59%	3,000,000	2,993,276	2,912,651	2,625	
Total-JP Morgan Investment - 4259					47,960,000	47,127,434	47,089,327	58,714	
Paying Agent - US Bank									
Marina Abrams B 2006	6711797700-10	Sweep	Sweep	NA	variable	237,208.06	237,208.06	237,208.06	-
Marina Abrams B 2006	6711797711-14	Sweep	Sweep	NA	variable	3.14	3.14	3.14	-
2015 GO Refunding	6712129600-01	Sweep	Sweep	NA	variable	0.00	0.00	0.00	-
Total Trustee Accounts					237,211.20	237,211.20	237,211.20	-	
TOTAL					127,842,309.80	127,009,744.06	126,971,637.02	58,714	

Checking and LAIF accounts for the City of Marina and the Successor Agency are registered and accounted for in the separate names.

The Checking account contains cash for operating, surplus cash is moved to LAIF. LAIF accounts contain idle funds.

# EXHIBIT A

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

From: Lily Suarez, Accounting Technician

RE: Investment Report  
Quarter Ended Dec 31, 2022

## INVESTMENT SUMMARY:

	<u>Market Value</u>
Checking Account	\$ 97,598
Local Agency Investment Fund	\$ 2,901,570
Paying Agent	\$ 2,035,794
	<u>\$ 5,034,962</u>

Cash not earning interest	\$ 97,598
Non earning cash as a percentage of total cash	2%

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



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Juan Lopez, Finance Director



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Lily Suarez, Accounting Technician



# EXHIBIT A

CITY OF MARINA AS SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY  
 INVESTMENT AND EARNINGS REPORT  
 Quarter Ended Dec 31, 2022

INSTITUTION

		Purchase				Face	Book Value	Market Value
		Date	Maturity	Coupon	Rate (%)			
Local Agency Investment Fund (LAIF)	65-27-003	N/A	N/A	NA	2.17%	2,901,570.40	2,901,570.40	2,901,570.40
Chase								
Checking	273582921	N/A	Sweep	NA	0.00%	97,597.64	97,597.64	97,597.64
Paying Agent - US Bank								
2018 Series A&B Bonds	6712220800-817	Sweep	Sweep	NA	variable	1,071,390.69	1,071,390.69	1,071,390.69
2020 Series A&B Bonds	6712281500-508	Sweep	Sweep	NA	variable	964,402.95	964,402.95	964,402.95
Total Trustee Accounts						2,035,793.64	2,035,793.64	2,035,793.64
TOTAL						5,034,961.68	5,034,961.68	5,034,961.68

Checking and LAIF accounts for the City of Marina and the Successor Agency are registered and accounted for in the separate names.  
 The Checking account contains cash for operating, surplus cash is moved to LAIF. LAIF accounts contain idle funds.

**EXHIBIT A**

To: Honorable Mayor and City Council Members

From: Lily Suarez, Accounting Technician

RE: Investment Report  
Quarter Ended Dec 31, 2022

INVESTMENT SUMMARY:

Bridge Bank - Capital Reserve Account

<u>Market Value</u>
\$ 8,371,579
<u>\$ 8,371,579</u>

Cash not earning interest	\$	-
Non earning cash as a percentage of total cash		0%



\_\_\_\_\_  
Juan Lopez, Finance Director



\_\_\_\_\_  
Lily Suarez, Accounting Technician

# EXHIBIT A

Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC)  
 INVESTMENT AND EARNINGS REPORT  
 Lily Suarez, Accounting Technician

INSTITUTION	Purchase				Face	Book Value	Market Value
	Date	Maturity	Coupon	Rate (%)			
Bridge Bank	XXXXXX9858	NA	NA	0.76%	8,769,640.25	8,769,640.25	8,769,640.25
TOTAL					8,769,640.25	8,769,640.25	8,769,640.25

**ORDINANCE NO. 2023-02**

AN ORDINANCE AMENDING TITLE 17, ARTICLE 2 (SECTIONS 17.16, 17.18, AND  
17.22) OF THE MARINA MUNICIPAL CODE

-oOo-

Findings

1. On September 16, 2021, Governor Newsom signed into law Senate Bill 478 (SB 478), which requires, among other things, that local agencies provide specified minimum floor area ratios for housing development projects containing 3 to 10 dwelling units. This legislation is codified in Government Code §65585 and §65913.11.

2. An amendment to the City's Municipal Code ("MMC" or "Code") is needed to ensure compliance with State law.

3. Sections 17.16 (CR Zoning District), 17.18 (C-1 Zoning District), and 17.22 (PC Zoning District) are amended to add language to allow increased maximum floor area ratios for certain housing development projects.

4. Environmental. In accordance with the California Environmental Quality Act (CEQA), staff finds that this ordinance is not subject to CEQA pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15061(b)(3), because the proposed ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Therefore, the adoption of this ordinance is exempt from CEQA and no further environmental review is necessary.

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

FOLLOWS:

**SECTION 1.** The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.

**SECTION 2.** Amendment of the Code.

New section 17.16.190, Increased Floor Area Ratio for Housing Developments of 3-10 Units, is added to MMC Chapter 17.16, C-R OR COMMERCIAL/MULTIPLE-FAMILY RESIDENTIAL DISTRICT, as follows:

**17.16.190 Increased Floor Area Ratio for Housing Developments of 3-10 Units**

A housing development project, as defined in California Government Code Section 65589.5, that is in the C-R Zoning District shall be allowed to increase its FAR as follows:

- A. A housing development project of three to seven units shall have a minimum FAR of 1.0:1.
- B. A housing development project of eight to ten units shall have a minimum FAR of 1.25:1.
- C. This section shall not apply within a historic district or property included on the State Historic Resources Inventory, as defined in California Public Resources Code Section 5020.1, or within a site that is designated or listed on the City's historic inventory.

New section 17.18.140, Increased Floor Area Ratio for Housing Developments of 3-10 Units, is added to MMC Chapter 17.18, C-1 OR RETAIL BUSINESS DISTRICT, as follows:

**17.18.140 Increased Floor Area for Housing Developments of 3-10 Units**

A housing development project, as defined in California Government Code Section 65589.5, that is in the C-1 Zoning District shall be allowed to increase its FAR as follows:

- A. A housing development project of three to seven units shall have a minimum FAR of 1.0:1.
- B. A housing development project of eight to ten units shall have a minimum FAR of 1.25:1.
- C. This section shall not apply within a historic district or property included on the State Historic Resources Inventory, as defined in California Public Resources Code Section 5020.1, or within a site that is designated or listed on the City's historic inventory.

New section 17.22.150, Increased Floor Area Ratio for Housing Developments of 3-10 Units, is added to MMC Chapter 17.22, PC OR PLANNED COMMERCIAL DISTRICT, as follows:

17.22.150 Increased Floor Area for Housing Developments of 3-10 Units

A housing development project, as defined in California Government Code Section 65589.5, that is in the PC Zoning District shall be allowed to increase its FAR as follows:

- A. A housing development project of three to seven units shall have a minimum FAR of 1.0:1.
- B. A housing development project of eight to ten units shall have a minimum FAR of 1.25:1.
- C. This section shall not apply within a historic district or property included on the State Historic Resources Inventory, as defined in California Public Resources Code Section 5020.1, or within a site that is designated or listed on the City's historic inventory.

**SECTION 3. Severability.** If any portion of this Ordinance is found to be unconstitutional or invalid the City Council hereby declares that it would have enacted the remainder of this Ordinance regardless of the absence of any such invalid part.

**SECTION 4. Effective Date.** This Ordinance shall be in full force and effect on thirty (30) days after its final passage and adoption and shall be posted within fifteen (15) days after the adoption.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on February 7, 2023, and was passed and adopted at a regular meeting duly held on February 22, 2023, by the following vote:

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

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Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk

*Updated Staff Report of item Continued  
from February 7, 2023*

February 2, 2023

Item No. **13a**

Honorable Mayor and Members of the  
City Council

City Council Meeting  
of February 22, 2023

**CITY COUNCIL TO OPEN A PUBLIC HEARING, TAKE TESTIMONY FROM THE PUBLIC, AND TAKE ACTION ON PROPOSED MODIFICATIONS TO AN APPROVED USE PERMIT FOR A COMBINED MEDICAL/ADULT CANNABIS DISPENSARY USE AT 3100 DEL MONTE BOULEVARD (APN 032-192-018-000). THIS ITEM IS CONTINUED FROM THE DECEMBER 6, 2022, CITY COUNCIL MEETING.**

**RECOMMENDATION:**

Staff recommends that the City Council take one of the following actions:

a) **Staff Recommendation (Exhibit A):**

Open a Public Hearing, take testimony from the public and adopt a resolution with the required findings to: 1) extend the Cannabis Use Permit until January 1, 2024; 2) approve the modifications to remove the required façade improvements; and 3) grant an extension for completion of the site improvements in City Council Resolution 2020-65 to July 31, 2023, as conditioned herein in with additional amendments, for the combined Medical/Adult Cannabis Dispensary Use at 3100 Del Monte Boulevard (APN 032-192-018-000) and find the project as described and conditioned exempt from environmental review per Section 15301 of the CEQA Guidelines.

b) **Alternative recommendation (Exhibit B):**

Open a Public Hearing, take testimony from the public and adopt a resolution with the required findings to deny the modifications to remove the required façade improvements and deny an extension for completion of the site improvements in City Council Resolution 2020-65 to July 31, 2023, for the combined Medical/Adult Cannabis Dispensary Use at 3100 Del Monte Boulevard (APN 032-192-018-000) and find the project would be exempt from environmental review under Statutory Exemptions per Section 15270 (Projects which are Disapproved) of the CEQA Guidelines.

**BACKGROUND:**

On December 6, 2022, the City Council heard the item, took testimony from the public, and passed the following motion:

“The applicant and the City will agree to a sixty (60) day tolling agreement to work out the following issues: a cost estimate for the Carmel Avenue improvements per COA #6, façade improvements, a publicly approved mural, and Del Monte Avenue improvements pursuant to condition of approval (COA #6). City Staff will bring back this agreement to the City Council by no later than February 7, 2023.”

For the previous staff report and the video of the recording, please visit the City of Marina’s Agenda Center: <https://www.cityofmarina.org/AgendaCenter> and review the City Council Meeting held on December 6, 2022.



On December 20, 2023, City Staff met with applicant Pacific Roots and began the process of working out the issues as instructed by the City Council.

On January 12, 2023, City Staff met with Pacific Roots and agreed on the estimated costs of the improvements including the façade improvements for their suite, a publicly approved mural, and Del Monte Avenue improvements. The applicant agreed to send a letter that includes the mutually agreed upon cost estimates.

On January 31, 2023, City Staff received a letter from the applicant (**Attachment 1**).

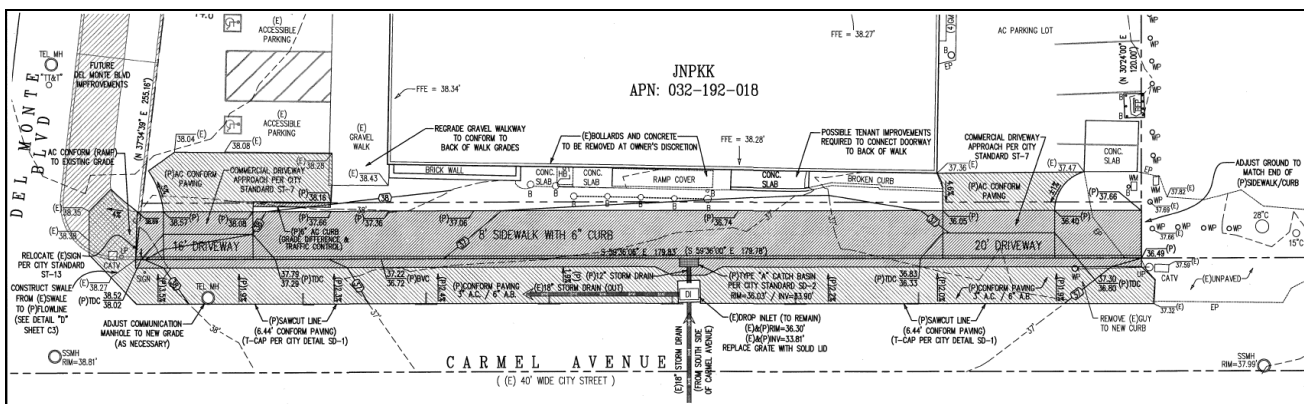
### **PROJECT ANALYSIS:**

The Conditions of Approval contained in Resolution No. 2020-65, require onsite and offsite improvements. The offsite improvements called for new curb, gutter, sidewalk, landscaping along Carmel Avenue and Del Monte. The onsite improvements called for a new stucco finish on the store front, new paint, new roofing materials and removal of previous signs.

### **Offsite Improvements**

Condition of Approval No. 6 in Resolution No. 2020-65, call for public improvements in accordance with Marina Municipal Code Chapter 15.36. This code requires public improvements to be designed and installed by the applicant or property owner to the satisfaction of the City Engineer and may include, but are not limited to, curb, gutter, sidewalk, park strip, street trees and light poles. The improvements were able to be deferred by the City Engineer until the City Council approval of the design for Del Monte Boulevard and then completed within a time to be determined in accordance with the design.

Staff worked with the applicant for approximately 2 years to define the ultimate right-of-way and location of the improvements along Carmel Avenue and Del Monte Boulevard. These improvements ultimately were limited to those that are located directly in front of the store front as they must be proportional to the size and location of the business itself. This means that while the entire frontage of the commercial center is 230 linear feet along Del Monte Boulevard, the store front is much less and when combined with Carmel Avenue improvements the appropriate linear footage of improvements to require along Del Monte is 25 feet. On Carmel Avenue the improvements proposed include 179 feet along Carmel Avenue and consist of installing driveways, sidewalks, curbs, and gutters as shown below (Attachment 3). Due to the fact that the City is not ready to construct all improvements along Del Monte Boulevard, the applicant has agreed to add a surety bond for the corner and 25 feet of improvements along Del Monte Boulevard when the final design for the street is completed by the City at a future date (COA #34).



The applicant has agreed to the improvements described above and in conformance with the original Condition of Approval No. 6. The costs for these improvements are summarized below.

<b>Modifications</b>	<b>Cost</b>	<b>Staff Comments</b>
Carmel Avenue Road Improvements (curb, gutter, and sidewalk)	\$160,896.75	Based on May 2022 estimate (Attachment 2)
25' of Del Monte and Corner	\$29,277.50	Based on May 2022 estimate

A Development/Operating Agreement and Deferred Public Improvement Agreement have been developed to memorialize the required offsite improvements. These documents call for the improvements to meet the following financial commitment and performance milestones:

- Carmel Avenue
  - Submit a performance bond in the amount of \$160,897.
  - Within 45 days of notice to proceed, applicant must submit plans for curb, gutter, sidewalk and landscaping improvements.
  - Commence work within 60 days of receiving permits.
- Del Monte
  - Submit a performance bond in the amount of \$29,278.
  - Submit plans for curb, gutter, sidewalk and landscaping improvements within 45 days of notice to proceed from the City
  - Commence work within 60 days of receiving permits.

### **Onsite Improvements**

The applicant is requesting to amend the onsite improvements from new stucco finish, paint and roofing materials for their store front. The estimate costs for these improvements are \$50,000. Note that no changes to the original façade improvements have been approved by staff to date and the applicant’s request to modify the improvements is necessary to be in compliance with the permit requirements.

For reasons outlined in the applicant’s letter contained in Attachment No. 1, the applicant is requesting a modification to the original façade improvements. The applicant has proposed to repaint and refurbish parts of the shopping center, install planters, and paint a historically and culturally significant mural. They have agreed to install additional landscaping and planter boxes and will work with the Marina Tree and Garden Club for the types of trees and plants in the planter beds (see COA #31). Further, the applicant has proposed to gain input from the City Council and the community on the subject and design of the mural they will have installed.

The costs for the original vs. the proposed improvements are summarized below.

<b>Modifications</b>	<b>Cost</b>	<b>Staff Comments</b>
Original Façade Improvements	\$50,000	Based on original Façade Improvements Building Permit B22-000868
Proposed: Repaint and refurbish parts of the shopping center, install planters, & mural commemorating the historic Pacific Roots railroad	\$50,000	Estimate by the applicant

Per the negotiated Development/Operating Agreement, Façade Improvements will need to meet the following milestones:

- Submit Plans within 45 days of CUP Mod approval.
- Complete improvements within 60 days of receiving permits.

### **Permit Duration**

If the City Council does not support the proposed amendments, staff notes that the applicant has no vested right to this permit based on the 2018 Cannabis Ordinance under which the permit was approved (Attachment 3). Staff has incorporated the following paragraph into the findings for denial if the City Council chooses to pursue an alternative resolution from the staff recommendation.

“Section 4: Use Permit. Use permits for cannabis and cannabis related uses are for one year. No property interest, vested right, or entitlement to receive a future license to operate a medical marijuana business shall ever inure to the benefit of such permit holder as such permits are revocable at any time with or without cause by the City Manager [...].”

### **CORRESPONDENCE**

Staff has not received correspondence applicable to this permit as of January 30, 2023.

### **ENVIRONMENTAL DETERMINATION**

The proposed project is exempt from the California Environmental Quality Act (CEQA) under Class 1, Section 15301 (Existing Facilities) of the State CEQA Guidelines. Staff has determined that the exemption applies in this case because the modifications to the CUP under consideration would be minor alterations to an existing structure or facility and would involve negligible or no expansion of use. If the City Council denies the project, then the project would be exempt from environmental review under Statutory Exemptions per Section 15270 (Projects which are Disapproved) of the CEQA Guidelines.

### **CONCLUSION:**

This request is submitted for City Council consideration and action.

Respectfully submitted,

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Nicholas McIlroy, Associate Planner  
Community Development Department  
City of Marina

### **REVIEWED/CONCUR:**

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Guido Persicone, AICP  
Community Development Director  
City of Marina

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Lane Long  
City Manager  
City of Marina

### Attachments:

1. January 27, 2023, Letter from Pacific Roots
2. Public Improvements Cost Estimate May 2022
3. Carmel Avenue Improvements
4. 2018 Cannabis Ordinance

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE MODIFICATIONS TO AN APPROVED USE PERMIT AND GRANT AN EXTENSION FOR COMPLETION OF THE SITE IMPROVEMENTS IN CITY COUNCIL RESOLUTION 2020-65 TO JANUARY 3, 2024, FOR THE COMBINED MEDICAL/ADULT CANNABIS DISPENSARY USE AT 3100 DEL MONTE BOULEVARD (APN 032-192-018-000).

WHEREAS, on June 10, 2020, the City Council adopted Resolution No. 2020-65 approving a Cannabis Conditional Use Permit (CUP) to allow a combined Medical/Adult Cannabis Dispensary Use at 3100 Del Monte Blvd. The applicant, Pacific Roots Marina, LLC (Pacific Roots or applicant) has until January 3, 2023, to complete all Conditions of Approval (COA). To be in compliance with COA #10 *Permit Expiration*, which gives the applicant one year to complete all conditions after the date of occupancy, the following three (3) COAs below need to be completed:

1. *Substantial Compliance* – The project shall be constructed in substantial compliance with the plans submitted to the Planning Office on January 7, 2020, except as conditioned herein,
6. *Public Improvements* – In accordance with Marina Municipal Code Chapter 15.36, public improvements shall be designed and installed by the applicant or property owner to the satisfaction of the City Engineer and may include, but are not limited to, curb, gutter, sidewalk, park strip, street trees and light poles. The installation of improvements may be deferred by the City Engineer until the City Council approval of the design for Del Monte Boulevard and then completed within a time to be determined in accordance with the design and
7. *Parking* – Subject to approval by the Director of Community Development-Planning, final plans shall indicate either site modifications that allow for one parking space per 275 square feet of tenant floor space, or alternate means of compliance, such as an agreement with neighboring property owners;

WHEREAS, on August 17, 2021, the City Council granted a 120-day extension to complete the improvements, in addition to the previous 90-day extension granted by the City Manager. This extended the tenant improvements building permit deadline to January 6, 2022;

WHEREAS, on January 3, 2022, Pacific Roots finalized their tenant improvements building permit including security and safety measures and minor exterior improvements such as signs and wheelchair access. The Pacific Roots group partnered with a management company and opened as Catalyst Cannabis Dispensary (Catalyst);

WHEREAS, on September 1, 2022, the applicant applied to amend COA #1 by removing the façade changes and to request an extension of COA #6 and #7 for one additional year until January 3, 2024;

WHEREAS, on October 13, 2022, the Planning Commission made the following recommendation:

The Planning Commission recommends to the City Council that it DENY modifications to remove the required façade improvements and not grant an extension of the site improvements in City Council Resolution 2020-65.

WHEREAS, on November 7, 2022, applicant updated its request for the extension of the public improvements from one (1) year to three (3) months;

WHEREAS, on December 6, 2022, the City Council passed the following motion:

“The applicant and the city will agree to a sixty (60) day tolling agreement to work out the following issues: a cost estimate for the Carmel Avenue improvements per COA #6, façade improvements, a publicly approved mural, and Del Monte Avenue improvements pursuant to condition of approval (COA #6). City Staff will bring back this agreement to the City Council by no later than February 7, 2023.”

WHEREAS, on December 20, 2023, City Staff met with Pacific Roots and began the process of working out the issues as instructed by the City Council;

WHEREAS, on January 12, 2023, City Staff met with Pacific Roots and agreed on the estimated costs of the improvements including the façade improvements for their suite, a publicly approved mural, and Del Monte Avenue improvements. The applicant agreed to send a letter that includes the mutually agreed upon cost estimates;

WHEREAS, on January 31, 2023, City Staff received a letter from the applicant; and

WHEREAS, the proposed project is exempt from the California Environmental Quality Act (CEQA) under Class 1, Section 15301 (Existing Facilities) of the State CEQA Guidelines. Staff has determined that the exemption applies in this case because the modifications to the CUP under consideration would be minor alterations to an existing structure or facility and would involve negligible or no expansion of use.

NOW, THEREFORE, THE City Council of the City of Marina DOES HEREBY RESOLVE AS FOLLOWS:

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by reference.
2. Based upon the findings of approval, the City Council hereby approves the modifications to the required façade improvements and grants an extension of time for completion of the site improvements in City Council Resolution 2020-65 to April 3, 2023, as conditioned herein for the combined Medical/Adult Cannabis Dispensary Use at 3100 Del Monte Boulevard (APN 032-192-018-000).
3. The City Council finds the project as described and conditioned exempt from environmental review per Section 15301 of the CEQA Guidelines.

**FINDINGS FOR APPROVAL**

The City Council finds that the proposed amendments are in compliance with the General Plan:

***General Plan Compliance***

1) General Plan Policy 2.37

*“The intent of the General Plan’s commercial land use policies is as follows: (1) to provide for the shopping and service needs of local residents, businesses, and persons employed within the City; (2) to attract commercial development that will strengthen the City’s fiscal base; and (3) to enhance employment and other economic opportunities for local residents. The General Plan establishes four commercial categories: Retail and Personal Services; Visitor-Serving Retail and Services; Multiple-Use Commercial; and Office and Research and Development.”*

Evidence: The modifications to the approved Conditions of Approval to remove the façade changes and the one-year extension on the site improvements to Carmel Avenue will allow this business to continue to employ union employees and improve their commercial space, add site improvements along Carmel Avenue, and make minor improvements to building overall.

2) General Plan Policy 2.38

*“The land use policies of this section serve to promote the development and location of retail and other commercial personal services which adhere to the General Plan’s principal goals. This entails providing locations for retail and service uses that will permit capture of a significant share of locally and regionally generated sales. It also entails providing locations that make access to such uses by foot and public transit viable and attractive as an alternative to access by private automobile, especially in the case of multi-purpose trips.”*

Evidence: The project amendments will permit the retail establishment to continue to operate in a central location with walkable access from the neighborhoods, easy access from the freeway, several bus stops, and the future Bus Rapid Transit SURF! line will be located across Del Monte Boulevard. This ensures that this location will be able to capture a significant share of locally and regionally generated sales with multiple transit options available.

3) General Plan Policy 2.39

*“A “strip” form of commercial development shall be avoided, and future retail, personal-service, and business-service uses shall be concentrated to infill the Del Monte Boulevard and Reservation Road core retail areas and create more pedestrian-oriented complexes. Wherever possible, commercial development outside of these areas shall be planned more to complement rather than directly compete with commercial activity in the Del Monte Boulevard and Reservation Road areas. Marina’s core retail area is defined as those areas designated for “Commercial Retail/Personal Services” uses along the east side of Del Monte Boulevard from Carmel Avenue to Reservation Road [...].”*

Evidence: The adult cannabis use and site improvements will both support the core area on Del Monte Boulevard and Carmel Avenue and integrate into Del Monte Boulevard with the future street and pedestrian improvements. Further, the changes to the parking lot to add sidewalks and integrate with the new Del Monte Boulevard improvements means that it will transition from a strip mall with nonconforming parking and no sidewalks to an improved site with shared parking with the Motel and safer pedestrian access. Therefore, the project and the improvements will integrate with the proposed commercial core of the Downtown as the transition happens over time.

### ***Zoning Compliance***

4) Compliance with Section 17.58.040.B

*“The appropriate authority may designate such conditions in connection with the use permit as it deems necessary to secure the purposes of this title. Such conditions may include, but are not limited to, architectural and site approval, time limitations, street dedication, and street and drainage improvements. The appropriate authority may also require such bonds and guarantees as it deems appropriate to assure the compliance of the conditions.”*

Evidence: The project will be in substantial compliance with COA #1 with the removal of the façade changes.

### ***Modification to Condition of Approval (COA) #1***

Applicant requests to remove the required façade changes from the approved site improvements.

Evidence: The removal of the façade changes will allow the building to retain a consistent front across all five commercial tenants. Further, the ‘beautifying’ improvements will help the overall site, which includes adding plants on the front along Del Monte Boulevard, re-planting planters on the Carmel Avenue side and some minor repairs such as repainting and repairing broken aspects of the building.

### ***Off Site Improvements***

The applicant has requested a ninety (90) day extension of the off-site improvements.

Evidence: The extension will result in off-site improvements along Carmel Avenue including removing the existing nonconforming parking and installing curb, gutter, sidewalk, and on-street parking in conformance with City standards. This will improve pedestrian safety and walkability for the site.



## AMENDED CONDITIONS OF APPROVAL

### Conditions of Approval

#### *Initial Establishment of Commercial Cannabis Operations*

1. Substantial Compliance – The project shall be constructed in substantial compliance with the plans submitted to the Planning Office on January 7, 2020, except as conditioned herein.
2. Lighting – Exterior Lighting Plan – All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated, and off-site glare is fully controlled. Prior to issuance of a building permit, the Owner/Applicant, shall submit three (3) copies of an exterior lighting plan (including a photo-metric analysis) which shall indicate the location, type, and wattage of all light fixtures and include catalog sheet for each fixture. The lighting shall comply with the requirement of the California Energy Code set forth in California Code of Regulation, Title 24, Part 6. The exterior lighting plan shall be subject to approval by the Director of Community Development-Planning.
3. Occupancy Permit – Prior to obtaining an occupancy permit and commencing commercial operations, the applicant shall schedule an inspection with Community Development Department staff to verify compliance with the conditional use permit conditions of approval. Inspections by additional City departments may be required.
4. Development/Operating Agreement – Per MMC Section 5.76.030, prior to commencing commercial operations, the permittee shall enter into a development/operating agreement with the City setting forth the terms and conditions under which the dispensary will operate, including, but not limited to, payment of fees and taxes as mutually agreed, and other such terms and conditions that will protect and promote public health, safety, and welfare.
5. Permit Modifications – The City may modify this permit at any time as needed to clarify or augment requirements of the permittee, so long as modifications do not conflict with the MMC or State laws, as they may be amended from time to time. Modifications resulting in a new permit must be executed by the City and the permittee. If the City has made modifications to the permit and requested permit execution by the permittee, the prior permit may be deemed null and void and the permittee shall cease commercial operations until completing execution of the new permit.

#### *Public Improvements*

6. Public Improvements – In accordance with Marina Municipal Code Chapter 15.36, public improvements shall be designed and installed by the applicant or property owner to the satisfaction of the City Engineer and may include, but are not limited to, curb, gutter, sidewalk, park strip, street trees and light poles. The installation of improvements may be deferred by the City Engineer until the City Council approval of the design for Del Monte

Boulevard and then completed within a time to be determined in accordance with the design.

7. Parking – Subject to approval by the Director of Community Development-Planning, final plans shall indicate either site modifications that allow for one parking space per 275 square feet of tenant floor space, or alternate means of compliance, such as an agreement with neighboring property owners.

***Standard Cannabis Dispensary Operating Conditions***

8. Right to Operate – Except as modified by required conditions of approval, the permittee shall have the right to operate a medical/adult-use cannabis dispensary, including non-storefront retail (delivery) in accordance with the conditional use permit application submitted on January 7, 2020.
9. Substantial Action Time Limit – If the permittee does not commence commercial cannabis activity in accordance with the terms of this Permit by January 6, 2022, this permit shall be deemed revoked. A one-time 30-day administrative extension may be granted by staff if, by January 6, 2022, the business is ready for final inspections.
10. Permit Expiration – This permit shall have a duration of one year. The one year period shall commence upon the date of occupancy. The Community Development Department may administratively renew the permit as long as the business is operating in compliance with the MCC and the permit’s conditions of approval, has paid all taxes and fees in a timely manner, and has maintained possession of a current State license to operate the dispensary. The City may perform an annual inspection of the facility in conjunction with permit renewal to confirm ongoing compliance with conditions of approval.
11. Indemnification – The Owner/Applicant shall agree as a condition of approval of this project to defend, at its sole expense, indemnify and hold harmless from any liability, the City and reimburse the City for any expenses incurred resulting from, or in connection with, the approval of this project, including any appeal, claim, suit or legal proceeding. The City may, at its sole discretion, participate in the defense of any such action, but such participation shall not relieve the applicant of its obligations under this condition.
12. State License – The permittee must provide a copy of a valid and current State license to operate a cannabis dispensary prior to initiating commercial business operations and must provide an updated copy whenever the license is renewed or amended. If at any time the State license expires or is revoked, the business must cease operations until a valid and current license is obtained.
13. Business License – The permittee shall obtain and maintain a City of Marina business license.
14. Posting of Permits and Licenses – The permittee shall conspicuously display, within the interior of the building near the entrance, a copy of the State License, the conditional use permit, the business license, and any other documentation required as proof of right to operate a cannabis dispensary on the premises.

15. Inspection Access – At any time and without prior notice, the business shall allow entry into the premises by the Marina Police Department, the Marina Fire Department, the Community Development Department, and any other staff, including Monterey County staff, charged with inspecting the business or enforcing the conditions of the conditional use permit. The business shall provide access to all portions of the premises as well as business records, if requested.
16. Compliance with State and Local Requirements – The permittee shall comply with all state and local requirements for operation of a cannabis dispensary, including those not listed on the conditional use permit, and as they may be amended over time.
17. Cannabis Consumption Prohibited on Premises – Cannabis shall not be smoked, ingested, or otherwise consumed on the business premises.
18. Alcoholic Beverages and Tobacco – Alcoholic beverages shall not be sold, dispensed, or consumed on the premises. Sale or consumption of tobacco is prohibited on the premises.
19. Payment of Taxes and Fees – The permittee shall pay any applicable taxes and fees due to the City in a timely manner.
20. Transfer of Permit – This conditional use permit is granted only to the applicant identified in this resolution for the site defined herein. This permit shall not be transferable to any other site or to any other person without the consent of the City.
21. Hours of Operation – The business may be open for customer-serving commercial activities between the hours of 9:00 am and 11:59 pm.

***Site Security and Neighborhood Compatibility Conditions***

22. Site Maintenance – The permittee shall maintain the premises’ parking areas, driveways, accessways and grounds, landscaped areas, and exterior building surfaces in accordance with applicable City standards in the MMC.
23. Signage – Signage with graphics depicting cannabis is prohibited. Signage is subject to a sign permit.
24. Odor – Cannabis odors shall not be detectable outside of the facility. Prior to opening for business, the permittee shall demonstrate to City staff that odor prevention equipment is in place.
25. Security Guards and Cameras – The permittee shall maintain 24-hour security camera coverage of the premises. The premises shall be staffed by security guards to an extent sufficient to ensure the site safety and deter crime. Security guards shall be licensed and possess a valid Department of Consumer Affairs “Security Guard Card” at all times. Security personnel may not be armed.
26. Marina Police Department Notification – The permittee shall notify the Marina Police Department within 24-hours after discovering any breach of security.

27. Delivery – Employees delivering cannabis shall carry a copy of the following documents when making deliveries: copy of the dispensary’s permits and licenses authorizing delivery service; the employee’s government-issued identification; a copy of the delivery request; and chain of custody records for good being delivered.

***Enforcement***

28. Permit Revocation – Per MMC Section 19.08.010, the City may revoke this conditional use permit at any time for failure to comply with any state and local requirements, including but not limited to, conditions of approval and requirements regarding timely payment of taxes and fees.

**Proposed Amendments to the Conditions of Approval**

29. Amend COA #1 – Revise the plan set submitted on January 7, 2020, to remove the building’s façade changes on page A4.12 as submitted on September 1, 2022, as shown on “**Exhibit 1**”.
30. Beautifying – Consistent with Development/Operating Agreement included at Attachment No. 2, within forty-five (45) days of the approval of the Conditional Use Permit Amendment by the City Council, the applicant agrees to submit plans to repaint and refurbish the shopping center and paint a mural on the side of the building along Carmel Ave. Within sixty (60) days of receiving approval of the permit for said work, the applicant shall complete the improvements.
31. Planting – Applicant agrees to work with City Staff and the Marina Tree and Garden Club on species of trees and plants for the planter boxes along Carmel Avenue.
32. Building Minor Repairs – Consistent with Development/Operating Agreement included at **Exhibit 2**, within forty-five (45) days of the approval of the Conditional Use Permit Amendment by the City Council, the applicant agrees to submit plans to make minor repairs to the front of the building overall by replacing missing wood, touching up paint and making minor repairs as needed to beautify the building overall. Within sixty (60) days of receiving approval of the permit for said work, the applicant shall complete the improvements.
33. Public Improvements Extension – Extend COA #6 *Public improvements* to the Carmel Avenue frontage and COA #7 *Parking* along Carmel Avenue for six (6) months from the date of the approval. In accordance with the Deferred Public Improvement Agreement included as **Exhibit 3**, the applicant shall submit plans for curb, gutter, sidewalk and landscape improvements within forty-five (45) days of the approval of the Conditional Use Permit Amendment by the City Council. Within sixty (60) days of receiving approval of the permit for said work, the applicant shall commence the work for the improvements.

34. Public Improvements Bond – Within sixty (60) days of the approval of the Conditional Use Permit Amendment by the City Council, the applicant shall provide a bond or other surety acceptable to the City to guarantee that the installment of approximately twenty-five (25) feet of public improvements on Del Monte Blvd and on the corner. In addition Within sixty (60) days of the approval of the Conditional Use Permit Amendment by the City Council, the applicant shall provide a bond or other surety acceptable to the City to guarantee that the installment of approximately one hundred seventy nine (179) feet of public improvements on Carmel Avenue. The amount of the surety shall be a minimum of ten percent of the actual or estimated costs of the installation accepted by the Public Works Department. If or when the public improvements are completed and are signed off by the Public Works Director or their designee, the surety shall be returned to the entity that provided the surety or to another entity upon proof of transfer. If improvements are not installed and the applicant does not take steps to improve the frontage, the City shall have the authority to use the surety for the improvements as described herein. **“Exhibit 3”**
35. Shared Parking with the Motel – Within thirty (30) days of the completion of off-site improvements along Del Monte Boulevard, the applicant shall provide the City with an executed shared parking agreement with the property owner detailing that eleven (11) parking spaces shall be shared. Further, all corresponding signs and striping must be installed within thirty (30) days of the executed shared parking agreement.

This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 22<sup>nd</sup> day of February 2023, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

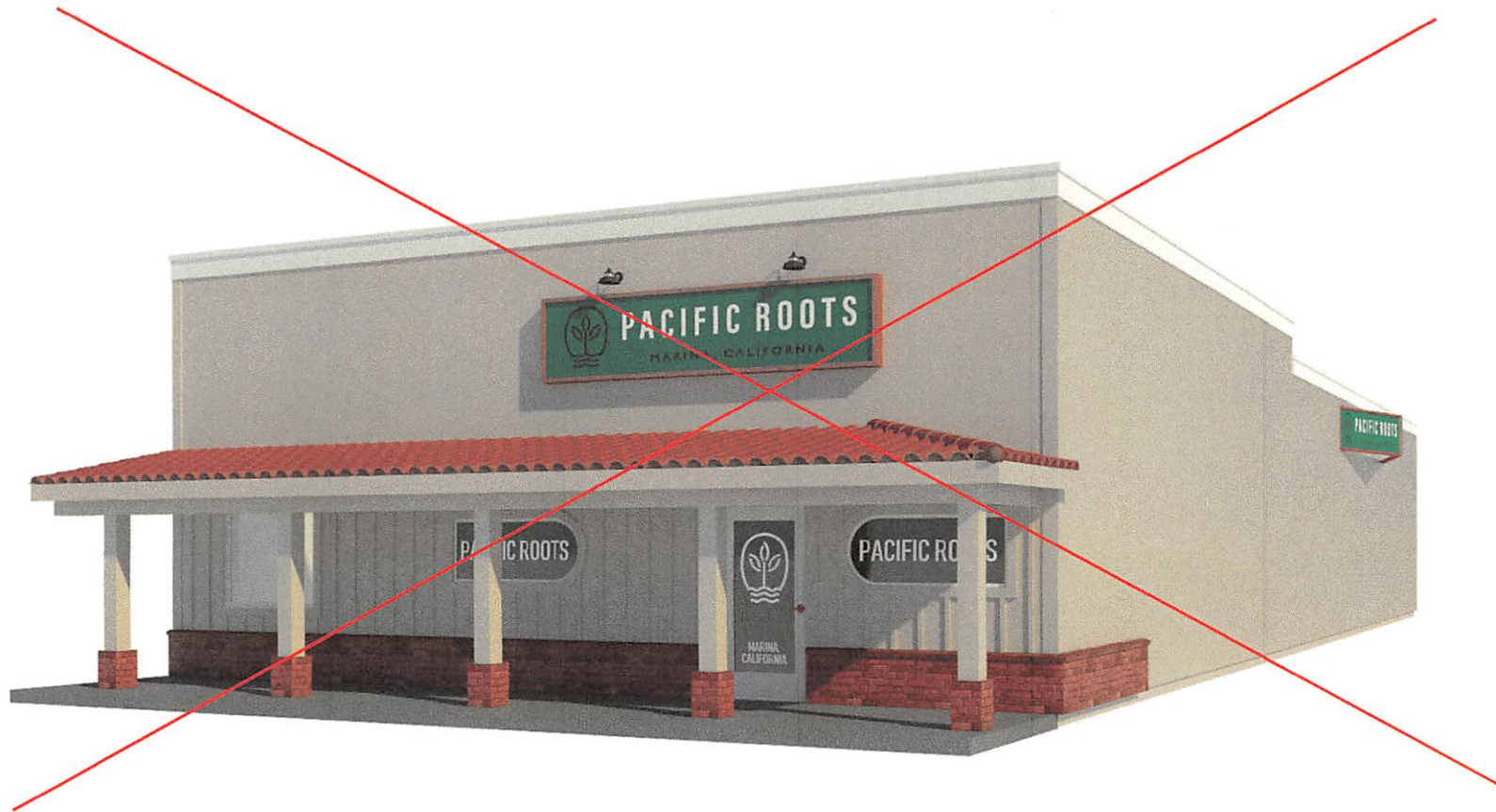
---

Bruce Delgado, Mayor

ATTEST:

---

Anita Sharp, Deputy City Clerk



2 (N) EXTERIOR PERSPECTIVE VIEW  
SCALE: 1/2" = 1'-0"



1 (N) EXTERIOR ELEVATIONS - FRONT  
SCALE: 1" = 10'-0"

SEAN FREITAS ARCHITECT  
[916] 580-9981  
Sean@SeanFreitas.com  
SEANFREITAS.COM

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF SEAN FREITAS ARCHITECT. ALL DESIGN INFORMATION CONTAINED IN THESE DRAWINGS ARE FOR USE ONLY ON THIS SPECIFIED PROJECT AND SHALL NOT BE USED OTHERWISE WITHOUT EXPRESS WRITTEN PERMISSION. © 2019-2018 SEAN FREITAS. ALL RIGHTS RESERVED.

PROJECT: 20190505  
CLIENT:  
PACIFIC ROOTS - MARINA  
(MANAGING PARTNER)  
1185 HILL ST., STE 425  
MAY 18, 2019  
TEL: (916) 580-9981  
EMAIL: SEAN@SEANFREITAS.COM

DESIGN REVIEW FOR  
**PACIFIC ROOTS - MARINA**  
3100 DEL MONTE BOULEVARD  
MARINA, CA 93933

TITLE:  
REVISIONS EXTERIOR  
ISSUES:  
Project Name: 05/17/2019  
Project Number: 20190505  
Project Date: 05/17/2019  
Project Status: Approved

ARCHITECT'S APPROVAL  
  
THE PROJECT IS NOW APPROVED FOR CONSTRUCTION. HOWEVER, THE OWNER MUST OBTAIN ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND THE APPLICABLE JURISDICTION'S SERVICE PROVIDERS BEFORE THE PROJECT.

SHEET:  
**A4.12**  
SHEET: 02 OF 10 SHEETS

**DEVELOPMENT /OPERATING AGREEMENT  
BY AND BETWEEN  
THE CITY OF MARINA  
AND  
PACIFIC ROOTS MARINA, LLC. DBA CATALYST - MARINA  
3100 Del Monte Boulevard**

**ARTICLE 1. PARTIES AND DATE.**

This Development/Operating Agreement (“Agreement”) is dated \_\_\_\_\_, 2023, for execution purposes only and is entered into between (i) the City of Marina (“City”), a California charter city, and Pacific Roots Marina, LLC. dba Catalyst - Marina (ii) (“Owner”), a California Limited Liability Corporation, and the legal owner of a cannabis business and holder of a Use Permit from the City to operate a cannabis dispensary within the City. This Agreement shall become effective on the Effective date defined in section 3.1.6.

**ARTICLE 2. RECITALS.**

2.1 WHEREAS, Pursuant to Marina Municipal Code (“MMC”) Chapter 5.76.030, City is authorized to enter into binding Development/Operating Agreements (“Agreement”); and

2.2 WHEREAS, this Agreement and the Project are consistent with the City’s General Plan and, with the issuance of a use permit, the Zoning Code and applicable provisions of the City’s Zoning Map as of the Effective Date; and

2.3 WHEREAS, all actions taken and approvals given by the City have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

2.4 WHEREAS, Owner intends to develop a Cannabis Dispensary and conduct commercial cannabis activities at the Dispensary, to the extent contemplated by Ordinance 2018-09 “Commercial Cannabis Activities” and all applicable state laws, rules, and regulations.

2.5 WHEREAS, this Agreement, in the future, shall be read consistent with any statewide regulation passed by voter initiative or the state legislature, which decriminalizes or legalizes marijuana for medical or recreational use, also known as adult cannabis use. This Agreement shall govern the conduct of the business to dispense cannabis for medical and adult use within the City under such statewide regulation, consistent with any City regulations not preempted by any such statewide regulations.



2.6 WHEREAS, the Owner and City agree for mutual consideration that in addition to the terms and conditions set forth in Ordinance 2018-09 and the Use Permit issued to Owner on June 10, 2020, this Agreement shall also govern the conditions under which the cannabis dispensary will be developed and will operate.

2.7 WHEREAS, the Owner and City intend that this Agreement satisfy the requirements of Ordinance 2018-09, which require those operating a Cannabis Dispensary pursuant to a duly-issued Use Permit to enter into an annual development/operating agreement with the City setting forth the terms and conditions under which the cannabis facility will operate, including, but not limited to, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

**ARTICLE 3. GENERAL TERMS.**

3.1 Definitions and Exhibits. The following terms when used in this Agreement shall be defined as follows:

3.1.1 "Agreement" means this Development/Operating Agreement. 65864 et seq.]

3.1.2 "City" means the City of Marina, a California charter city.

3.1.3 "Days" mean calendar days unless otherwise specified.

3.1.4 "Development" includes the right to maintain, repair or reconstruct any private building, structure, improvement or facility after the construction and completion thereof; provided, however, that such maintenance, repair, or reconstruction take place within the term of this Agreement on parcels subject to it.

3.1.5 "MMC" means the City of Marina Municipal Code.

3.1.6 "Effective Date" means the date on which all of the following are true: (i) the City Council adopted a resolution adopting and approving the Development Agreement and (ii) all Exhibits to this Agreement are finalized, executed by all affected parties (if applicable) and attached hereto; provided, however, that if these conditions have not been fully satisfied by the Owner the Effective Date may not thereafter occur and this Agreement may not thereafter become effective.

3.1.7 "Existing Land Use Regulations" means all Land Use Regulations in effect on the date of execution. Existing Land Use Regulations include all provisions in the MMC Chapter 17, Zoning, and other regulations that are a matter of public record on the date of execution as they may be modified

from time to time. Notwithstanding by the Existing Development Approvals. Notwithstanding the foregoing.

3.1.8 “Owner” means the Dispensary Owner (s).

3.1.9 “Processing Fees” means the normal and customary application, filing, plan check, permit fees for Cannabis activity approvals, design review, building permits, demolition permits, grading permits, and other similar permits and entitlements, inspection, dispensary permit application, cannabis conditional use permit application, pre-license site visit, background check, live scan annual compliance, regulatory compliance inspections and cannabis tax audits, which fees are charged to reimburse the City’s expenses attributable to such applications, processing, permitting, review and inspection and which are in force and effect on a general basis at such time as said approvals, permits, review, inspection or entitlements are granted or conducted by the City.

3.1.10 “Project” means the Commercial Cannabis Activity as set forth in Ordinance 2018-09, located at 3170 Del Monte Boulevard (Street Address) on Assessor Parcel Number (APN) 032-055-017 that will be state licensed and issued Adult and Medical Dispensary Permits in full accordance with Ordinance 2018-09 as may be amended, as well as in full compliance with all state laws, including but not limited to the Medical Marijuana Regulation and Safety Act and the Adult Use of Marijuana Act adopted by the State of California.. This Project shall include the distribution, of cannabis as approved by state and local law. The Project may include construction, remodeling, and other construction activities in furtherance of the development of an Adult and Medical Cannabis Dispensary.

3.1.11 “Property” means the real property where the Cannabis Dispensary is to be located as shown on **Exhibit A**, as set forth in 3.2 below, attached hereto and incorporated herein by this reference.

3.2 Exhibits. The following documents are attached to and, by this reference, made part of this Agreement:

Exhibit A – Map showing Property and its location.

Exhibit B – Resolution of City Granting a Use Permit with Conditions at 3170 Del Monte Boulevard.

Exhibit C – Owner’s Commitment to Local Enterprise and Community Benefit Program.

Exhibit D – Public Improvement Agreement for Improvement of Streets, Installation of Sidewalks, Landscaping, Street Lights and other Public Works Facilities.

Exhibit E – Letter committing to Façade and Onsite Improvements including structure repainting, refurbishment of the tenant space store front, installation of planters, painting of murals celebrating unique features of the city.

3.3 Binding Effect of Agreement. The Property and Project are hereby made subject to this Agreement. Subject to the Owner's receipt of all Development/Operating Approvals relative thereto, the Development of the Property is hereby authorized and shall, except as otherwise provided in this Agreement, be carried out only in accordance with the terms of this Development/Operating Agreement, the Use Permit and the Dispensary Permits. In the event of conflict or uncertainty between this Agreement, the Dispensary Permits, and the Use Permit, the provisions of the Development Agreement shall control.

3.4 Notices.

3.4.1 Notice Defined. As used in this Agreement, notice includes, without limitation, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

3.4.2 Written Notice and Delivery. All notices shall be in writing and shall be considered given:

- (i) when delivered in person to the recipient named below; or
- (ii) three days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; or
- (iii) on the date of delivery shown in the records of the delivery company after delivery to the recipient named below; or
- (iv) on the date of delivery by facsimile transmission to the recipient named below if a hard copy of the notice is deposited in the United States mail, postage prepaid, addressed to the recipient named below. All notices shall be addressed as follows:

If to the City:

City Manager  
211 Hillcrest Avenue  
Marina, CA 93933

If to the Owner:  
Alberto Marciano, Manager  
401 Pine Ave.,  
Long Beach, CA 90802

With Copies to:

City Attorney  
City of Marina  
211 Hillcrest Avenue  
Marina CA 93933

3.4.3 Address Changes. Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3.5 Validity of this Agreement. The Owner and the City each acknowledge that neither party has made any representations to the other concerning the enforceability or validity of any one or more provisions of this Agreement, and that this Agreement has been drafted jointly and not by one party alone.

3.6 Relationship of Owner and City. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and Owner, and that the Owner is not an agent of the City. The City and Owner hereby renounce the existence of any form of joint venture or partnership between or among them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Owner joint ventures or partners.

3.7 Application of State and Local Regulatory Laws Governing Cannabis. The operation of cannabis facilities is a highly regulated business activity, and is subject to various state and local laws and regulation. This Agreement does not, and the City cannot and does not intend to, give Owner the vested right to continue its operations without complying with applicable state and local laws governing its operation. This Agreement only “vests” those regulations expressly mentioned in, which include rules, regulations, and official policies governing permitted uses of land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the property subject to this Agreement, for the term of this Agreement, and shall be subject to full compliance with the provisions of the Agreement. Owner shall be responsible for obtaining all applicable state licenses, permits, approvals and consents, even if the applicable state laws and regulations are altered following the Effective Date. In addition, Owner shall be responsible for continuously maintaining its Use Permit. Nothing in this Agreement shall prevent the City from denying or conditionally approving the renewal of the Use Permit, revoking the Use Permit.

3.8 Conflict with Cannabis Regulation and Safety Act. If there is any

conflict between any provision of this Agreement and any provision of the Cannabis Regulation and Safety Act, formerly known as the Marijuana Regulation and Safety Act, that is comprised of Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 (Bus. & Prof. Code Sections 19300 *et seq.*; H&S Code Section 11362.769-11362.777; and Water Code Section 13276), the provisions of the Cannabis Regulation and Safety Act shall take precedence. Nothing in this Agreement is intended nor shall it be construed or interpreted to allow or require Owner to do anything or take any action related to the performance of this Agreement that is contrary to, prohibited by, or not allowed under the Cannabis Regulation and Safety Act and any regulations issued by the State pursuant thereto. Nor shall this Agreement be construed or interpreted to allow or authorize Owner to not do anything or take any action related to the performance of this Agreement that is required by said Act and regulations.

#### **ARTICLE 4. PUBLIC BENEFITS**

4.1 Intent. The parties acknowledge and agree that development of the Project on the Property will result in substantial public needs which will not be fully met and further acknowledge and agree that this Agreement confers substantial private benefits on Owner which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on Owner by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Processing Fees and Taxes. Processing Fees and taxes.

4.2.3 Cannabis Business Operating Fees. Owner agrees to pay all cannabis business operating fees including, cannabis live Scan Fee, cannabis zoning verification letter, cannabis background review, pre-license site visit, regulatory compliance inspections, and cannabis tax audits.

4.3 Jobs and Wage Creation.

4.3.1 Local Hiring. Owner agrees to use its reasonable efforts to hire qualified City residents for jobs at the Project. Owner shall abide by all local hiring commitments provided in the Owner Commitment to Local Enterprise and Community Benefit Program in Exhibit C

4.3.2 Mandatory Payment of Wage. Owner agrees to pay all employees' wages in accordance with the wage rate provided in the Owner's Local Enterprise and Community Benefit Plan and the Owner Commitment to Local Enterprise and Community Benefit Program in **Exhibit C**.

4.4 Payment of Marijuana Business Operation Tax.

4.4.1 Amount of Tax. Pursuant to MMC Chapter 5.80.350,

Owner shall pay City the annual business license tax based on a percentage of gross receipts as set by the City Council by Resolution 2019-34 in accordance with prior voter approval of five percent (5%) annually. Such taxes shall be remitted in accordance with regulations adopted by City. Payments are due quarterly on July 1st, October 1st, January 1st, and April 1st each year.

4.5.2 All other taxes established by Ordinance shall be paid in accordance with the MMC and State law, as both may be amended from time to time.

4.5.3 New Taxes. With mutual consent of all parties to this Agreement, any subsequently enacted City-wide taxes shall apply to the Project.

4.6 Assessments. Nothing herein shall be construed to relieve the Project from assessments levied against it by the City pursuant to any statutory procedure for the assessment of property to pay for infrastructure and/or services, which benefit the Project.

**ARTICLE 5. PERMITTED USES.** The permitted uses of the Property (Exhibit "A") including the density and intensity of use, the maximum height, bulk, size of proposed building, provisions for reservation or dedication of land for public purposes and location and maintenance of on-site and off-site improvements, location of public utilities operated by the City and other terms and conditions of development applicable to the Project are as set forth below:

5.1. Use Permit. Owner agrees to abide to all conditions of approval of the Use Permit at all times, including those requirements set forth in Marina Ordinance 2018-09, which includes complying with the Operation Plan, Security Plan, Business Plan, signage restrictions, neighborhood compatibility requirements, and all operation requirements set forth therein. The city manager or designee can terminate a development/operating agreement at any time with or without reason, including for failure to abide by all conditions of approval of the Permit. No property interest, vested right, or entitlement to receive a future license to operate a medical marijuana business shall ever inure to the benefit of the Owner permit holder.

5.1 Rules Regarding Permitted Uses. For the term of this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, governing density and intensity of use of the Property and the maximum height, bulk and size of proposed buildings shall be those in force and effect on the earlier of either the Effective Date or the date the City approves the first discretionary approval of the Project.

5.2 Rules Regarding Design and Construction. Unless otherwise expressly provided herein, the ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications

applicable to the Project shall be those in force and effect on the earlier of either the Effective Date or the date the City approves the first discretionary approval of the Project.

5.3 Public Improvements. The Cannabis Conditional Use Permit issued to the Owner requires certain public improvements to be completed. In accordance with Marina Municipal Code Chapter 15.36, public improvements shall be designed and installed by the applicant or property owner to the satisfaction of the City Engineer and may include, but are not limited to, curb, gutter, sidewalk, park strip, street trees and light poles. Owner hereby agrees to enter into the Public Improvement Agreement for Improvement of Streets, Installation of Sidewalks, Landscaping, Street Lights and other Public Works Facilities provided in **Exhibit D**. All improvements required by the City Engineer to satisfy MMC Chapter 15.36 shall be completed as required in **Exhibit D**. Failure to complete required public improvements shall be grounds for a non-renewal of the annual Cannabis Business Permit.

5.4 Façade Improvements. The Cannabis Conditional Use Permit issued to the Owner requires certain facade and onsite improvements to be completed, in accordance with Conditional of Approval Number 1 of Resolution 2020-65. Such façade and onsite improvements shall include structure repainting, refurbishment of the tenant space store front, installation of planters, painting of murals celebrating unique features of the city as described in **Exhibit E** and equaling a value of approximately fifty-thousand dollars (\$50,000). Owner hereby agrees to submit plans for façade and onsite improvements to the Director of Community Development within forty-five (45) days of execution of this Agreement, and to complete all façade and onsite improvements within sixty (60) days of receiving all necessary permits from the Community Development Department. All Public Works Facilities provided in Exhibit D. All improvements required shall be completed within 5 months of the execution date of this Agreement. Failure to complete required façade and onsite improvements shall be grounds for a non-renewal of the annual Cannabis Business Permit.

**ARTICLE 6. TERM AND REVIEW FOR COMPLIANCE.**

6.1 Term. The term of this one year from the Effective Date. This Agreement may be extended after the Annual Review. It is understood by the Owner that the city manager or designee can terminate this Agreement at any time with or without reason. The City has the right to deny an extension or negotiate new terms or conditions for extension. Permits are also revocable at any time with or without cause by the city manager or designee pursuant to Section 4 of Ordinance 2018-09.

6.1 Annual Review. The City Manager or designee will review this Agreement annually, on or before each anniversary of the Effective Date or upon



receipt of a request by Owner to extend the term, in order to ascertain Owner's good faith compliance with this Agreement including the Dispensary Permit. During the periodic review Owner shall be required to demonstrate good faith compliance with the terms of the Agreement, through submitting an annual monitoring report, records, or equivalent written materials to the City Manager or designee. The City may elect to extend the permits with cursory review. Owner shall be entitled to a review hearing pursuant to 6.3 below in the event the City Manager or designee determines Owner is not in compliance with this Agreement, Use Permit or Dispensary Permit.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The City Manager or designee shall conduct such special review. During a special review, the Owner shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on the Owner.

6.3 Review Hearing. At the time and place set for the review hearing, the Owner shall be given an opportunity to be heard. If the City Manager finds, based upon substantial evidence, that the Owner has not complied in good faith with the terms or conditions of this Agreement, the City Manager may recommend that the City Council terminate this Agreement notwithstanding any other provision of this Agreement to the contrary, or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final, subject only to judicial review pursuant to Code of Civil Procedure Section 1094.5.

6.4 Failure to Conduct Review. The City's failure to conduct a periodic review of this Agreement shall not constitute a breach of this Agreement or a waiver of future periodic reviews.

6.5 Cost of Review. The costs incurred by City in connection with the periodic reviews shall be borne by Owner.

## **ARTICLE 7. DEFAULTS AND REMEDIES.**

7.1 Remedies in General. It is acknowledged by the parties that the City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof, except as hereinafter expressly provided. Subject to extensions of time by mutual consent in writing, failure or delay by either party to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured during any such thirty

(30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings. Notwithstanding the foregoing to the contrary, if the alleged default is of such a nature that it cannot be cured within thirty (30) days, the alleged defaulting party shall not be deemed in default as long as such party commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

7.2 After notice and expiration of the thirty (30) cure day period, the other party to this Agreement, at its option, may institute legal proceedings pursuant to this Agreement.

7.3 In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the City shall not be liable in monetary damages, unless expressly provided for in this Agreement, to the Owner or to any successors in interest of the Owner, or to any other person, and the Owner covenants on behalf of itself and all successors in interest to the Property or any portion thereof, not to sue for damages or claim any damages:

(i) For any breach of this Agreement or for any cause of action which arises out of this Agreement: or

(ii) For the impairment or restriction of any right or interest conveyed or provided under, with, or pursuant to this Agreement, including, without limitation, any impairment or restriction which the Owner characterizes as a regulatory taking or inverse condemnation; or

(iii) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.4 Nothing contained herein shall modify or abridge the Owner's rights or remedies (including its rights for damages, if any) resulting from the exercise by the City of its power of eminent domain. Nothing contained herein shall modify or abridge the Owner's rights or remedies (including its rights for damages, if any) resulting from the grossly negligent or malicious acts of the City and its officials, officers, agents and employees. Nothing herein shall modify or abridge any defenses or immunities available to the City and its employees pursuant to the Government Claims Act and all other applicable statutes and decisional law.

7.5 Release. Except for those remedies set forth in Section 7.4, the Owner, for itself, its successors and assignees, hereby releases the City, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, based or asserted, pursuant to Article 1, Section 19 of the California

Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the City because it entered into this Agreement or because of the terms of this Agreement.

The Owner acknowledges that it may have suffered, or may suffer, damages and other injuries that are unknown to it, or unknowable to it, at the time of execution of this Agreement. Such fact notwithstanding, the Owner agrees that the release provided in this Section 7.5 shall apply to such unknown or unknowable claims or damages. Without limiting the generality of the forgoing, the Owner acknowledges the provisions of California Civil Code Section 1542, which provide:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which if know by him or her must have materially affected his or her settlement with the debtor.”

The owner hereby waves, to the maximum legal extent, the provisions of California Civil Code Section 1542 and all other statutes and judicial decisions of similar effect.

Initial\_\_\_\_\_

7.8 Attorneys’ Fees and Costs. In any action or proceeding between the City and the Owner brought to interpret or enforce this Agreement, or which in any way arises out of the existence of this Agreement or is based upon any term or provision contained herein, the “prevailing party” in such action or proceeding shall be entitled to recover from the non-prevailing party, in addition to all other relief to which the prevailing party may be entitled pursuant to this Agreement, the prevailing party’s reasonable attorney’s fees and litigation costs, in an amount to be determined by the court. The prevailing party shall be determined by the court in accordance with California Code of Civil Procedure Section 1032. Fees and costs recoverable pursuant to this Section 7.8 include those incurred during any appeal from an underlying judgment and in the enforcement of any judgment rendered in any such action or proceeding. The parties agree that each contributed to the drafting of this Agreement, and that neither party is responsible for its drafting in determining whether any ambiguities exist as a result of drafting. Ambiguities shall not automatically be ruled against either party.

**ARTICLE 9. THIRD PARTY LITIGATION.**

9.1 General Plan Litigation. The City has determined that this Agreement is consistent with its General Plan. The Owner has reviewed the

General Plan and concurs with the City's determination.

9.2 Hold Harmless Agreement. Owner hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Owner or Owner's contractors, subcontractors, agents, or employees operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, agents, or employees operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Owner or any of Owner's contractors or subcontractors. Owner agrees to and shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid operations.

9.3 Indemnification. Owner shall defend, indemnify and hold harmless City and its agents, officers and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following: (i) this Agreement and the concurrent and subsequent permits, licenses and entitlements approved for the Project or Property; (ii) any environmental impact report, mitigated negative declaration or negative declaration, as the case may be, prepared in connection with the development of the Property; and (iii) the proceedings undertaken in connection with the adoption or approval of any of the above. In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement or any portion thereof as set forth herein, the parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, the City, at its sole option, may tender to Owner the complete defense of any third party challenge as described herein. In the event the City elects to contract with special counsel to provide for such a defense, the City shall meet and confer with Owner regarding the selection of counsel, and Owner shall pay all costs related to retention of such counsel.

9.4 Accept Reasonable Good Faith Settlement. With respect to Article 9, the City shall not reject any reasonable good faith settlement. If the City does reject a reasonable, good faith settlement that is acceptable to the Owner, the Owner may enter into a settlement of the action, as it relates to the Owner, and the City shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgments rendered in connection with such action. This Section 9.4 applies exclusively to settlements pertaining to monetary

damages or damages which are remedial by the payment of monetary compensation. The Owner and the City expressly agree that this Section 9.4 does not apply to any settlement that requires an exercise of the City's police powers, limits the City's exercise of its police powers, or affects the conduct of the City's municipal operations.

**ARTICLE 10. MISCELLANEOUS PROVISIONS.**

10.1 Entire Agreement. This Agreement together with the Permits sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement, provided, however, City at its option may rely on statements by Owner's agents at the public hearings leading to the City's approval of the project or on written documents by Owner or Owner's agents that are a part of the public record.

10.2 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. The foregoing notwithstanding, the provision of the public benefits set forth in Article 4, including the payment of the fees set forth therein, are essential elements of this Agreement and the City would not have entered into this Agreement but for such provisions, and therefore in the event that any portion of such provisions are determined to be invalid, void or unenforceable, at the City's option this entire Agreement shall terminate and from that point on be null and void and of no force and effect whatsoever.

10.3 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.4 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.5 Singular and Plural; Gender, and Person. Except where the

context requires otherwise, the singular of any word shall include the plural and vice versa, and pronouns inferring the masculine gender shall include the feminine gender and neuter, and vice versa, and a reference to "person" shall include, in addition to a natural person, any governmental entity and any partnership, corporation, joint venture or any other form of business entity.

10.6 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.7 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.

10.8 No Third-Party Beneficiaries. The only parties to this Agreement are Owner and the City. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. There are no third-party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever.

10.9 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.10 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes.

10.11 Counterparts. This Development/Operating Agreement may be signed in counterparts, each of which shall constitute an original, but both of which together shall constitute one and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including pdf. Or any electronic signature complying with the U.S. E-SIGN Act of 2000, California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.) or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been validly delivered and be valid and effective for all purposes.

10.12 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and prosecuted in the Superior Court of the County of Monterey, State of California, and the parties hereto waive all provisions of federal or state law or judicial decision providing for the filing, removal or change of venue to any other

state or federal court, including, without limitation, Code of Civil Procedure Section 394.

10.13 Agent for Service of Process. Owner shall register the business with the California Secretary of State and be enrolled to do business in California prior to entering into this Agreement. In the event the Owner is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer who is a resident of the State of California, or if it is a foreign corporation, then the Owner shall file, upon its execution of this Agreement, with the City Manager the name of a natural person acting as the agent of owner residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon the Owner. If for any reason service of such process upon such agent is not feasible, then in such event the Owner may be personally served with such process out of this County and such service shall constitute valid service upon the Owner. The Owner is amenable to the process so described, submits to the jurisdiction of the Court so obtained, and waives any and all objections and protests thereto.

10.14 Authority to Execute. The person or persons executing this Agreement on behalf of the Owner warrants and represents that he/she/they have the authority to execute this Agreement on behalf of his/her/their corporation, partnership or business entity and warrants and represents that he/she/they has/have the authority to bind the Owner to the performance of its obligations hereunder.

Each individual executing this Agreement represents and warrants that:

10.14.1 The individual is authorized to execute and deliver this Agreement on behalf of that company or entity in accordance with a duly adopted resolution of the company's board of directors or appropriate governing body and in accordance with that company's or entity's articles of incorporation or charter and bylaws or applicable formation documents; and

10.14.2 This Agreement is binding on that company or entity in accordance with its terms; and

10.14.3 The company or entity is a duly organized and legally existing company or entity in good standing and is registered to do business in California by the California Secretary of State; and

10.14.4 The execution and delivery of this Agreement by that



company or entity shall not result in any breach of or constitute a default under any mortgage, deed of trust, loan agreement, credit agreement, partnership agreement, or other contract or instrument to which that company or entity is party or by which that company or entity may be bound.

10.15 Nexus/Reasonable Relationship Challenges. Owner consents to, and waives any rights it may have now or in the future to challenge the legal validity of, the conditions, requirements, payment of any kind of fee whatsoever, policies or programs set forth in this Agreement including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.

10.16 Owner Compliance with Laws. Owner hereby agrees to comply with all applicable state, federal and local laws, regulations, rules and policies.

10.17 No Damages Relief Against City. The parties acknowledge that the City would not have entered into this Agreement had it been exposed to damage claims from Owner, or Owners successors in interest, assigns, partners, or anyone acting on behalf of the Owner for any breach thereof. As such, the parties agree that in no event shall Owner, or Owners successors in interest, assigns, partners, or anyone acting on behalf of the Owner be entitled to recover damages against City for breach of this Agreement.

10.18 Compliance with Conditions of Approval. Owner agrees to comply with and fulfill all conditions of approval for any and all entitlement, permits, and/or licenses it receives from the City. All conditions of approval for all entitlements, permits and/or licenses are hereto incorporated.

10.19 Owner agrees to comply with all applicable provisions of any current or future applicable federal, state, or local marijuana/cannabis laws, as duly adopted, including any and all development standards, license and revocation procedures, and the like.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the dates written below.

**CITY OF MARINA**

**OWNER**

By: \_\_\_\_\_  
Layne Long, City Manager

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Anita Shepherd-Sharp, Deputy City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Robert Rathie, for the City Attorney

**EXHIBITS**

Exhibit A – Map showing Property and its location.

Exhibit B—Resolution of City Granting a Conditional Use Permit with Conditions at [location].

Exhibit C—Owner’s Commitment to Local Enterprise and Community Benefit Program.

Exhibit D – Public Improvement Agreement for Improvement of Streets, Installation of Sidewalks, Landscaping, Street Lights and other Public Works Facilities.

Exhibit E – Letter committing to Façade and Onsite Improvements including structure repainting, refurbishment of the tenant space store front, installation of planters, painting of murals celebrating unique features of the city.

**DEFERRED PUBLIC IMPROVEMENT AGREEMENT  
For  
3100 DEL MONTE BOULEVARD**

**THIS DEFERRED PUBLIC IMPROVEMENT AGREEMENT** (“Agreement”) is made and entered into on December \_\_\_\_, 2023, by and between Pacific Roots Marina, LLC. dba Catalyst - Marina (ii) (“Owner”), a California Limited Liability Corporation, and the legal owner of a cannabis business and holder of a Use Permit from the City to operate a cannabis dispensary within the City, and the City of Marina, a California charter city (the “City”), to guarantee construction, installation and completion by Pacific Roots of certain public improvements consisting of, but not necessarily limited to, curb gutter, sidewalk, park strip, street trees, and light poles (the “Improvements”) and to secure the completion of performance by Pacific Roots of the Improvements through posting of a performance bond in an agreed amount, being the amount of the City Engineer’s estimate for construction, installation and completion of the Improvements.

**Recitals**

- A. Pacific Roots is the lessee of a parcel of real property including a 2,744 square foot building located at 3100 Del Monte Boulevard in the City of Marina, Monterey County, California (APN 032-192-018), which is more particularly described and shown in **Exhibit “A”** (the “Property”).
- B. Pacific Roots has developed the Subject Property by converting the building into a cannabis dispensary (the “Project”).
- C. On June 10, 2020, by Resolution No. 2020-65, Pacific Roots received approval, subject to certain Conditions of Approval, from the City Council of a Cannabis Conditional Use Permit to allow operation of a medical/adult use cannabis dispensary at 3100 Del Monte Boulevard.
- D. Condition of Approval No. 6 of Resolution 2020-65 provides as follows:  
  
 “6. Public Improvements -In accordance with Marina Municipal Code Chapter 15.36, public improvements shall be designed and installed by the applicant or property owner to the satisfaction of the City Engineer and may include, but are not limited to, curb, gutter, sidewalk, park strip, street trees and light poles. The installation of improvements may be deferred by the City Engineer until the City Council approval of the design for Del Monte Boulevard and then completed within a time to be determined in accordance with the design.”
- E. On \_\_\_\_\_ the parties entered into certain Development/Operating Agreement by and between the City of Marina and Pacific Roots Marina, LLC.

- E. The parties now desire to provide for deferral of the construction, installation and completion of the Improvements described in Recital D.
- F. The City Engineer has submitted to Pacific Roots an estimate of the cost for construction, installation and completion cost for the Public Improvements in the amounts of:
  - 1. \$160,897 for Carmel Avenue Improvements, including the placement of concrete curb and gutters, installation of an 8-foot concrete sidewalk, installation of a concrete driveway approach, installing traffic signage and relocating light posts and electrical.
  - 2. \$29,278 for Del Monte Road Boulevard Improvements, including the placement of concrete curb and gutters, installation of an 8-foot concrete sidewalk, installation of a concrete corner access ramp, relocation and adjustment of a utility vault.
- G. The has agreed to commence construction on the Carmel Avenue Improvements upon review and approval of the City Engineer.
- H. The City intends to further develop the design for Del Monte Boulevard as a part of its Downtown Vitalization Project, of which the Improvements will form an integral part. Therefore, it is mutually advantageous to both the City and Pacific Roots that the construction of the Del Monte Boulevard Improvements by Pacific Roots be deferred until a later date.
- I. It is the purpose and intent of this Agreement to allow for the guarantee of performance by Pacific Roots and to provide for the deferment of construction, installation and completion of the Improvements until a later date in the manner herein specified.

**Terms & Conditions**

**NOW, THEREFORE**, in consideration for the promises in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, Pacific Roots and the City mutually promise and agree as follows:

- 1. **Incorporation**. The Recitals set forth above are true and are hereby incorporated herein by this reference. All applicable Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America concerning the subject matter of this Agreement are hereby referred to and incorporated herein to the same effect as if they were set out a length herein. Said Codes, Ordinances, Resolutions, Rules and Regulations include, but are not limited to, the following: The Municipal Code of the City of Marina, including the current Zoning Ordinance, and the currently adopted California Building Code.

## 2. **Plans & Specifications.**

(a) Carmel Avenue Improvements: After receipt from the City of a notice to proceed with design of the Improvements Pacific Roots agrees to complete the plans and specifications for the Carmel Avenue Improvements within forty-five (45) days and submit the plans and specifications to the City Engineer for review and approval.

(b) Del Monte Boulevard Improvements: Pacific Roots will have forty-five (45) days after the City has determined it appropriate to move forward with the Del Monte Boulevard Improvements. The forty-five (45) days will begin upon receipt from the City of a notice to proceed with design of the Improvements. Pacific Roots agrees to complete the plans and specifications for the Carmel Avenue Improvements within forty-five (45) days and submit the plans and specifications to the City Engineer for review and approval.

## 3. **Notice to Proceed with Construction of Improvements.**

(a) Upon receipt of notice to proceed with the construction and installation of the Improvements Pacific Roots will within sixty (60) days obtain all required permits including a building permit from the City and commence construction of the Improvements required as a condition of the approval of the Project by properly licensed contractors including providing all administration, labor, and materials for their construction. Should the applicant not be able to obtain all required permits and commence construction within sixty (60) days of receiving the notice to proceed, the applicant may request an extension of time equal to the number of days that the City was reviewing plans and specifications submitted by Pacific Roots for the permits specified in Section 4.

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

(c) If in the course of construction and installation of the Improvements it is determined that the public interest requires alteration to the Improvements Pacific Roots shall undertake such design and construction changes as may be reasonably required, to the extent that such alterations are considered "Minor Alterations." For purposes of this Section (3)(c), "Minor Alterations" shall mean changes, modifications, or alterations to the Improvements that results in an increase to the original estimate of the cost for construction of less than ten percent (10%).

(d) All Improvements shall be completed in accordance with all standards established in the applicable Codes, Ordinances, Resolutions, Rules and Regulations, all applicable laws and this Agreement, and in accordance with the plans and specifications approved by the City Engineer.

4. **Improvements.**

(a) The Improvements will include, but are not necessarily limited to: installation of curb, gutter, sidewalk, park strip, street trees and light poles in the areas shown on **Exhibit “B”** attached hereto and made a part hereof. Improvements are to be completed within the time periods set forth in a Schedule of Performance to be mutually agreed and attached hereto when complete as **Exhibit “C.”** The General Stipulations set forth in **Exhibit “D”** shall be followed, adhered to, and completed subject to the approval of the City Engineer.

(b) All the provisions of this Agreement and all work to be done pursuant to the terms of this Agreement are to be completed within the time periods set forth in the Schedule of Performance. Pacific Roots shall maintain such public works facilities and other improvements described in this Agreement at Pacific Root’s sole cost and expense at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, and maintaining all landscaping in a vigorous and growing condition.

5. **Performance Deposit.**

(a) Pacific Roots Pacific Roots agrees to post an acceptable corporate payment and performance surety bonds or instrument of credit, in a form approved in advance by the City Attorney which total the estimated cost of the work, and which will guarantee the faithful performance of the work and repair by the city of any defects in the Improvements which occur within one year after the work is complete. The acceptable surety shall total amounts including:

- (i) Carmel Avenue Improvements: One hundred sixty thousand eight hundred ninety-seven dollars (\$160,897).
- (ii) Del Monte Boulevard Improvements: Twenty-nine thousand two hundred seventy eight dollars (\$29,278).

(b) The Performance Bonds shall be in full satisfaction of Pacific Root’s obligation to secure the performance of construction, installation and completion of the Improvements by Pacific Roots and repair of any defects in the Improvements which occur within one year after the work is completed.

(c) If Pacific Roots or its contractors or subcontractors fail to pay any of the persons named in California Civil Code Sections 8520, 8530 and 9100, or amounts due under the Unemployment Insurance Code, with respect to work, labor, the rental of equipment or materials furnished by any claimant named in said Civil Code Section, the City may use any and all funds posted under this paragraph to pay such persons legally entitled thereto. Corporate surety bonds are posted with the City such bonds shall contain language binding the surety to pay for labor and materials remaining unpaid. In the even the City prevails in an action upon any bond posted under this paragraph the City shall be entitled to reasonable attorney’s fees to be fixed by the Court.



(e) Provided the Improvements are constructed as provided herein, one year following the City's acceptance of the Improvements the City will disburse, without interest, all funds then on deposit from Pacific Roots to Pacific Roots.

(f) In the event Pacific Roots transfers its interest in all or any of the Property to a purchaser, Pacific Roots may make the establishment of a replacement Performance Deposit, subject to the terms of this Agreement, by said transferee a requirement of the transfer.

6. **Acceptance of Improvements.** Acceptance of the Improvement on behalf of the City shall be made by the City Engineer after final completion and inspection of all Improvements. Such acceptance shall not constitute a waiver of defects by the City.

7. **Encroachment Permit/Right(s) of Entry.** For work performed outside the Property and within the City's public right of way Pacific Roots will first obtain an encroachment permit. For any work performed outside the Property on other private property Pacific Roots will first obtain a right-of-entry agreement from the property owner and provide insurance and indemnity to the City and the property owner as the case may be in accordance with the terms of this Agreement, the encroachment permit or the right-of entry.

8. **Inspections/Fees.** Prior to commencement of the work herein, Pacific Roots shall pay to the City a cash amount for the engineering inspections to be performed by the City for the work and checking and testing of the materials used in connection therewith as set forth in the City's Schedule of Fees and Charges including but not limited to, plan check, design review, engineering, inspection and other service fees.

9. **Temporary Access.** If necessary, on, before or after the commencement date of the construction of the Improvements, Pacific Roots agrees to construct temporary access to the Property and to submit to the City for approval plans to provide, at Pacific Root's expense, temporary access to and from the Subject Property until the Improvements are completed. Upon approval of the plans Pacific Roots will promptly construct temporary access.

10. **Indemnification.** Prior to acceptance of the Improvements by the City, Pacific Roots agrees to indemnify, defend with counsel of City's choice and hold the City and any of its officials, boards and commissions and members thereof, agents and employees, free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including without limitation attorney's fees) because of or arising or resulting directly or indirectly from (i) any damage done to any utility, public facility or other material or installation of the City on said real estate as a result of Pacific Roots or any contractor or subcontractor of Pacific Roots, or any employee of the foregoing, grading or working upon said real estate; or (ii) any act or omission of Pacific Roots or Pacific Root's contractors, or subcontractors, or any employee of the foregoing in connection with the design, construction or other work performed by them in connection with this Agreement, including without limitation all claims relating to injury or death of any person or damage to any property, except for such claims, demands, causes of action, liability or loss arising out of the sole negligence or intentional

acts of the City or any of its officials, boards or commissions or members thereof, agents or employees. City shall not be responsible for the design or construction of the Improvements pursuant to the plans, regardless of any negligent action or inaction taken by City in approving the plans unless the particular improvement design was specifically required by City over written objection by Pacific Roots submitted to the City Engineer before construction and acceptance of the Improvements, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternate safe and feasible design. Prior to acceptance Pacific Roots shall remain obligated for routine maintenance of the Improvements. After acceptance, City shall be obligated for the routine maintenance of all Improvements but Pacific Roots shall remain obligated to eliminate any defect in design or dangerous condition caused by any design or construction defect. Provisions of this Section shall remain in full force and effect for one year following acceptance by City of the Improvements. Pacific Roots shall reimburse City for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by City in enforcing the provisions of this Section.

11. **Insurance.** Any use by any person of the Improvements or any portion thereof, shall be at the sole and exclusive risk of Pacific Roots prior to the City's acceptance of the Improvements. At all times after receiving the Notice to Proceed with Construction of Improvements and until the Improvements are accepted by the City Pacific Roots shall maintain, at no cost to the City, the following insurance which shall be provided on an occurrence basis:

(a) **Commercial General Liability Insurance.** Pacific Roots shall maintain (primary) commercial general liability insurance, including coverage for bodily injury and property damage on a form acceptable to the City Attorney, including premises and operations liability, blanket contractual liability, broad form property damage, including completed personal and advertising injury liability, and products and completed operations coverage. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The City shall be added as an additional insured on a form approved by the City Attorney. 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 employee or agent of the City and must include a severability of interest (cross liability) provision, that is, it shall act as though a separate policy were written for each insured and additional insured named in the policy.

(b) Before commencing any construction work and during the course of construction, Pacific Roots agrees to obtain, and cause its contractor(s) to be obtain, with a responsible insurance carrier authorized under the laws of the State of California to insure employees against liability for compensation under the Workers Compensation Insurance and Safety Act, compensation insurance covering full liability for compensation under said Act, for any person injured while performing any work or labor incidental to the work of the Improvements. During the course of construction, Pacific Roots shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance, including installation floater coverage, in a sum equal to the agreed full replacement cost of the Improvements, including the cost to construct the Public Improvements, prior to completion of the Improvements in the amount of sixty thousand dollars (\$60,000). All

risk of loss or damage to the Improvements during the course of construction shall be on Pacific Roots with the proceeds from insurance thereon payable to Pacific Roots. The City and Pacific Root's general contractor shall be additional named insureds on Pacific Root's Builder's risk and liability insurance.

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

12. **Default.**

(a) Default of Pacific Roots shall include, but not be limited to: (1) failure to timely commence construction of the Improvements; (2) failure to complete construction of the Improvements within the time limitations set forth in the Schedule of Performance; (3) failure to timely cure any defect of the Improvements; (4) failure to perform substantial construction work for a period of thirty (30) calendar days after commencement of the work; (5) Pacific Root's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Pacific Roots fails to discharge within thirty (30) days; (6) failure to perform any other obligation under this Agreement. Notwithstanding the foregoing, Pacific Roots shall not be in default under this Agreement if it cures any default within thirty (30) days of City's written notice of such default, or if the default may not reasonably be cured within such time period, if it commences to cure within thirty (30) days and thereafter diligently proceeds to complete the cure.

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

Deposit may be used by City for the completion of the Improvements in accordance with the Improvement Plans referenced herein.

(c) In the event of Pacific Root's default under this Agreement, Pacific Roots authorizes City to perform such obligation sixty (60) days after mailing written notice of default to Pacific Roots and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion by contract or by any other method City may deem advisable, for the account and at the expense of Pacific Roots, and Pacific Roots shall be liable to the City for any excess cost or damages occasioned City thereby, including but not limited to fees and charges of architects, engineers, attorneys, other professionals and court costs. In such event, City, without liability for doing so, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Pacific Roots as may be on the site of the work and necessary for performance of the work.

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

13. **Successors in Interest and Assigns.** This Agreement is binding on the heirs, successors and assigns of the parties hereto. Pacific Roots shall furnish any successors, assigns of transferees of any part or all of the Subject Property with a copy of this Agreement; provided, however, that Pacific Root's failure, or that of any other person, to so furnish such copy will not prejudice the rights of the City to require performance under this Agreement.

14. **Time.** Time is of the essence in the performance of the construction of the Improvements. required herein. This Agreement will expire only after completion of and City acceptance of the Improvements specified herein or upon the mutual written consent of both Pacific Roots and the City.

15. **Notice.**

Notice as given by each party of this Agreement shall be given to the other party at the address given below:

To City:

City Manager  
211 Hillcrest Avenue  
Marina, CA 93933

If to the Owner:

Alberto Marciano, Manager  
6700 Pacific Coast Highway, Suite 201  
Long Beach, CA 90803

With Copies to:

City Attorney  
City of Marina  
211 Hillcrest Avenue  
Marina CA 93933

Notice shall be deemed effectively served upon deposit in the United States mail with first class postage affixed thereto.

16. **Attorney's Fees/Venue.** If it becomes necessary for either party to bring a lawsuit to Enforce any of the provisions of this Agreement, the parties agree that a court of competent Jurisdiction may determine and fix a reasonable attorney's fee to be paid to the prevailing party. Any action arising out of this Agreement shall be brought in Monterey County, regardless of where else venue might be proper.
17. **Independent Status.** Pacific Roots is an independent entity from the City. Pacific Roots (and not the City) shall be responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Pacific Roots. Neither Pacific Roots, nor its officers, employees, agents, contractors or subcontractors, shall obtain any rights to retirement or other benefits which accrue to City employees.
18. **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.
19. **Construction, References, Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of the 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 work days. 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.
20. **Amendment or Modification.** This Agreement may only be amended or modified in a writing signed by Pacific Roots and the City.
21. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
22. **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**, Pacific Roots and the City by their duly authorized representatives have executed this Agreement on the dates set forth below.

**CITY OF MARINA**

**Pacific Roots MARINA, LLC**

By: \_\_\_\_\_  
Layne Long  
City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Managing Member

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
For the City Attorney

DRAFT

EXHIBITS TO BE ATTACHED

EXHIBIT "A"

PLAT SHOWING THE PROPERTY

EXHIBIT "B"

LOCATION OF IMPROVEMENTS

EXHIBIT 'C'

SCHEDULE OF PERFORMANCE  
(To be added)

EXHIBIT D

GENERAL STIPULATIONS

DRAFT



**EXHIBIT D**

General Stipulations

1. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.
2. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is complete with a minimum interruption of traffic.
3. All work within the public right-of-way shall be subject to the approval of the Public Works Director or his or her designee.
4. All construction work shall be coordinated so that the existing residents and/or businesses have access to their properties.
5. All improvements shall be installed per the approved Improvement Plans.
6. Pacific Roots shall provide to the City of Marina electronic copy of the “as built” and Improvement Plans as an AutoCAD drawing file (DWG format, latest AutoCAD edition).
7. Any reimbursements due Pacific Roots, unless specified otherwise in writing in this Agreement, will expire ten (10) years after the date of execution of this Agreement.
8. Until the roads on the Property are open to the public, Pacific Roots shall give good and adequate warning to the public of each and every dangerous condition on the existing public roads, and will take all reasonable actions to protect the public from such dangerous condition.
9. Prior to the acceptance of any dedications or Improvements by City, Pacific Roots shall certify and warrant that neither the property to be dedicated nor Pacific Roots is in violation of any environmental law and neither the property to be dedicated nor the Pacific Roots is subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither Pacific Roots nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. Pacific Roots has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. Pacific Root’S prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Pacific Roots shall give prompt written notice to City at the address set forth herein of: (i) Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated; (ii) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and, (iii) Pacific Root’S discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

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

DRAFT

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA DENYING THE MODIFICATIONS TO AN APPROVED USE PERMIT AND DENY AN EXTENSION FOR COMPLETION OF THE SITE IMPROVEMENTS IN CITY COUNCIL RESOLUTION 2020-65 TO JANUARY 3, 2024, FOR THE COMBINED MEDICAL/ADULT CANNABIS DISPENSARY USE AT 3100 DEL MONTE BOULEVARD (APN 032-192-018-000).**

WHEREAS, on June 10, 2020, the City Council adopted Resolution No. 2020-65 approving a Cannabis CUP to allow a combined Medical/Adult Cannabis Dispensary Use at 3100 Del Monte Blvd. The applicant has until January 3, 2023, to complete all Conditions of Approval (COA). To be in compliance with COA #10 *Permit Expiration*, which gives the applicant one year to complete all conditions after the date of occupancy, the following three (3) COAs below need to be completed:

1. *Substantial Compliance* – The project shall be constructed in substantial compliance with the plans submitted to the Planning Office on January 7, 2020, except as conditioned herein,
6. *Public Improvements* – In accordance with Marina Municipal Code Chapter 15.36, public improvements shall be designed and installed by the applicant or property owner to the satisfaction of the City Engineer and may include, but are not limited to, curb, gutter, sidewalk, park strip, street trees and light poles. The installation of improvements may be deferred by the City Engineer until the City Council approval of the design for Del Monte Boulevard and then completed within a time to be determined in accordance with the design, and
7. *Parking* – Subject to approval by the Director of Community Development-Planning, final plans shall indicate either site modifications that allow for one parking space per 275 square feet of tenant floor space, or alternate means of compliance, such as an agreement with neighboring property owners;

WHEREAS, on August 17, 2021, the City Council granted a 120-day extension to complete the improvements, in addition to the previous 90-day extension granted by the City Manager. This extended the tenant improvements building permit deadline to January 6, 2022;

WHEREAS, on January 3, 2022, Pacific Roots finalized their tenant improvements building permit including security and safety measures and minor exterior improvements such as signs and wheelchair access. The Pacific Roots group partnered with a management company and opened as Catalyst Cannabis Dispensary (Catalyst); and

WHEREAS, on September 1, 2022, the applicant applied to amend COA #1 and to request an extension of Conditions of Approval (COA) #6 and #7 for one additional year until January 3, 2024; and

WHEREAS, on October 13, 2022, the Planning Commission made the following recommendation:

The Planning Commission recommends to the City Council that it DENY modifications to remove the required façade improvements and not grant an extension of the site improvements in City Council Resolution 2020-65.

WHEREAS, on November 7, 2022, applicant updated its request for the extension of the public improvements from one (1) year to three (3) months; and

WHEREAS the proposed project is exempt from environmental review under Statutory Exemptions per Section 15270 (Projects which are Disapproved) of the CEQA Guidelines.

NOW, THEREFORE, THE City Council of the City of Marina DOES HEREBY RESOLVE AS FOLLOWS:

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by reference.
2. Based upon the findings of denial, the City Council denies the modifications to the approved use permit and denies an extension for completion of the site improvements in City Council Resolution 2020-65 to January 3, 2024, for the combined Medical/Adult Cannabis Dispensary Use at 3100 Del Monte Boulevard (APN 032-192-018-000).
3. The City Council finds the project would be exempt from environmental review under Statutory Exemptions per Section 15270 (Projects which are Disapproved) of the CEQA Guidelines.
4. This Resolution shall take effect immediately upon its passage and adoption.

#### **FINDINGS FOR DENIAL**

The City Council finds that the proposed amendments are not in compliance with the General Plan:

#### ***General Plan Consistency***

1) General Plan Policy 2.37

*“The intent of the General Plan’s commercial land use policies is as follows: (1) to provide for the shopping and service needs of local residents, businesses, and persons employed within the City; (2) to attract commercial development that will strengthen the City’s fiscal base; and (3) to enhance employment and other economic opportunities for local residents. The General Plan establishes four commercial categories: Retail and Personal Services; Visitor-Serving Retail and Services; Multiple-Use Commercial; and Office and Research and Development.”*

Evidence: The proposed modifications will remove the required façade improvements that would help improve the commercial retail corridor along Del Monte Boulevard. Further, the one-year extension of the required site improvements would prolong the needed improvements without justification.

2) General Plan Policy 2.38

*“The land use policies of this section serve to promote the development and location of retail and other commercial personal services which adhere to the General Plan’s principal goals. This entails providing locations for retail and service uses that will permit capture of a significant share of locally and regionally generated sales. It also entails providing locations that make access to such uses by foot and public transit viable*

*and attractive as an alternative to access by private automobile, especially in the case of multi-purpose trips.”*

Evidence: The project extension will result in an additional year with no safety improvements along Carmel Avenue. Therefore, accessing the site will continue to not meet current standards.

### ***Cannabis Ordinance Consistency***

3) **Section 4: Use Permit.** of the 2018 Cannabis Ordinance

*“Use permits for cannabis and cannabis related uses are for one year. No property interest, vested right, or entitlement to receive a future license to operate a medical marijuana business shall ever inure to the benefit of such permit holder as such permits are revocable at any time with or without cause by the City Manager or designee subject to Section 19.09 of Marina Municipal Code shall include the following: All Use Permit holders shall also execute a Development/Operating Agreement annually agreeing to abide to all conditions of approval at all times. The City Manager or designee can terminate a Development/Operating Agreement at any time with or without reason.”*

Evidence: The applicant is not in substantial compliance with COA #1 and COA #6. Pursuant to COA #10, the applicant has one year after occupancy, before the permit expires if it is not in substantial compliance with all of the conditions of approval. The applicant received their building permit final and occupied the commercial space on January 3, 2022. Therefore, they have until January 3, 2023, to complete all required conditions of approval.

4) Compliance with Section 17.58.040.B

*“The appropriate authority may designate such conditions in connection with the use permit as it deems necessary to secure the purposes of this title. Such conditions may include, but are not limited to, architectural and site approval, time limitations, street dedication, and street and drainage improvements. The appropriate authority may also require such bonds and guarantees as it deems appropriate to assure the compliance of the conditions.”*

Evidence: The applicant has until January 3, 2023, to comply with time limitations as stated in the original City Council approved the Conditional Use Permit. Further, two items remain unfinished including the public improvements and the exterior façade changes so the applicant is not in substantial compliance with COA #1 or COA #6. The City Council cannot remove the façade changes, because then the building will not meet the architectural improvements.

### ***Modification to Condition of Approval (COA) #1***

Applicant requests to remove the required façade changes from the approved site improvements.

Evidence: The exterior façade improvements are part of the original requirements of the original project and the reasons for removing are not thoroughly justified

beyond cost. Therefore, the City Council cannot make findings to support the changes to the project.

***Off Site Improvements***

The applicant requests a ninety (90) day extension of the off-site improvements along Carmel Avenue.

Evidence: The extension for the off-site improvements along Carmel Avenue cannot be supported due to the risk to pedestrian safety.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 22<sup>ND</sup> day of February 2023, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

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Bruce Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk

**PACIFIC ROOTS MARINA, LLC**  
2400 E. Katella Avenue, Ste. 370, Anaheim, CA  
92806  
Phone: (714) 478-3600 | Email: [avim@me.com](mailto:avim@me.com)

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January 31, 2023

City of Marina  
211 Hillcrest Avenue  
Marina, CA 93933  
Phone: (831) 884-1238

**RE: Letter Summarizing Public Improvements to the City of Marina**

Dear City Council:

By way of introduction, my name is Brandon Gesicki, the Community Liason for Pacific Roots Marina, LLC ("**Pacific Roots**"), which operates a dispensary in the City of Marina (the "**City**") at 3100 Del Monte Blvd., Marina, CA 93933 ("**310 Del Monte**").

On December 6, 2022, the City of Marina held a public hearing to consider modifications to remove the required façade improvements and grant an extension of the site improvements required under Pacific Root's Conditional Use Permit ("**CUP**"). There, City Council found it necessary to continue the hearing to February to allow us time to work with City Staff to determine what improvements, if any, would satisfy the requirements of the CUP, and what amount of time is required to install the improvements.

**Language of CUP Requirements.**

Among the "conditions of approval" for our CUP included Paragraph 6, titled "Public Improvements, which states:

*"In accordance with Marina Municipal Code Chapter 15.36, public improvements shall be designed and installed by the applicant or property owner to the satisfaction of the City Engineer and may include, but are not limited to, curb, gutter, sidewalk, park strip, street trees and light poles. The installation of improvements may be deferred by the City Engineer until the City Council approval of the design for Del Monte Boulevard and then completed within a time to be determined in accordance with the design."*

It's important to note that Paragraph 6 does not specify what improvements were to be installed by Pacific Roots. Instead, Paragraph 6 requires that the "public improvements shall be designed and installed by the applicant or property owner to the satisfaction of the City Engineer ." Although Paragraph 6 affords the City Engineer the opportunity to defer the installation of the improvements pending the City's approval of the design for Del Monte Boulevard - as of the date of this Letter, the City has not approved such a design. It is therefore clear that Paragraph 6 requires Pacific Roots to design and install the public improvements to the satisfaction of the City Engineer.

**Proposed Public Improvements.**

Pacific Roots has worked closely with City Staff for the better part of a year to determine what public improvements were required to satisfy the improvement requirements of Paragraph 6. After taking all considerations and City recommendations into account, we believe the following public improvements, if installed, would satisfy the requirements of Paragraph 6:

- Carmel Avenue Improvements

Pacific Roots agrees to make substantial improvements to Carmel Avenue directly along the property line adjacent to the shopping center where Pacific Roots operates. These improvements will include the placement of concrete curb & gutters, installing an 8-foot sidewalk, installing a concrete driveway approach, installing traffic signage, and relocating light post and electrical, etc.

We've estimated that the costs of such improvements would be, roughly, **\$160,896.75**.

- Del Monte Road Improvements

Pacific Roots also agrees to make substantial improvements to the southerly 25' portion Del Monte Boulevard (portion directly in front of Pacific Roots). These improvements will include the placement of concrete curb & gutters, installing an 8-foot sidewalk, installing a corner access ramp, and relocation and utility vault adjustment. (see Exhibit A attached herein).

We've estimated that the costs of such improvements would be, roughly, **\$29,277.50**. However, because Del Monte Boulevard is subject to the City's unapproved Downtown Vitalization project, we will agree to post a bond with the City promising to contribute the aforementioned amount toward the construction as soon as construction is approved.

**Request for a Modification to the Façade Improvements Attached as Exhibit A to our CUP.**

During the December 6<sup>th</sup> City Council hearing, the City seemed to agree that the façade improvements, as imagined in the CUP, were unnecessary (and perhaps counterproductive) to the City's beautification goals. Many of the Council members seemed to accept our alternative, which was to, among other things, repaint and refurbish parts of the shopping center, install planters, painting a mural commemorating the historic Pacific Roots railroad, and working with local groups on other improvements that would celebrate the unique features of the City. We would work hand-in-hand with the City Staff, local interests, and the community itself to ensure that all improvements worked to beautify the City.

We've estimated that the costs of such improvements would be, roughly, **\$50,000.00**. This amount is in-line with the *original* estimated cost of the exterior improvements provided in Building Permit B22-000868.



**Conclusion.**

As stated before, we believe that these improvements, coupled with a slight modification to the CUP will allow us the opportunity to satisfy the promises made the City, the employees, and all stakeholders interested in the success of Pacific Roots.

Of course, I continue to be available to all the community's questions and concerns.

Thank you in advance for any time taken in consideration of this appeal.

Respectfully Submitted,

DocuSigned by:

BRANDON GESICKI

030FF4706F3348E...

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**Brandon Gesicki**

Pacific Roots Marina, LLC

**ENGINEER'S ESTIMATE - Carmel Ave & Del Monte Blvd Offsite Improvements**

Marina, CA

These items are for the construction of the Frontage Offsite improvements as shown on the Conceptual Plans prepared by Monterey Bay Engineers, Inc. Estimates are **NOT** assumed to be prevailing wage

**Carmel Avenue**

ITEM	QUANTITY	UNITS	UNIT PRICE	EST. COST
Remove (E) Improvement	1	L.S.	\$8,000.00	\$8,000.00
Sawcut (E) AC pavement	180	L.F.	\$10.00	\$1,800.00
Grading Operations	1	L.S.	\$18,000.00	\$18,000.00
Remove Existing AC Pavement	800	S.F.	\$1.60	\$1,280.00
<b>Subtotal, Site Preparation</b>				<b>\$29,080.00</b>
Concrete Curb & Gutter	178.75	L.F.	\$45.00	\$8,043.75
8' Concrete Sidewalk	178.75	L.F.	\$240.00	\$42,900.00
Concrete Driveway Approach	2	Each	\$14,000.00	\$28,000.00
160	25	S.F.	\$30.00	\$750.00
3"AC / 8"AB paving	716	S.F.	\$9.25	\$6,623.00
<b>Subtotal, Asphalt &amp; Concrete</b>				<b>\$86,316.75</b>
Traffic Signage (STOP & street names)	1	Each	\$800.00	\$800.00
Relocate Light Post & Electrical	1	Each	\$1,100.00	\$1,100.00
Pavement Striping	1	L.S.	\$12,000.00	\$12,000.00
Construction Staking & Observation	1	L.S.	\$3,600.00	\$3,600.00
Traffic Control	14	Days	\$2,000.00	\$28,000.00
<b>Subtotal, Misc.</b>				<b>\$45,500.00</b>
<b>Total Estimated Construction Cost, Carmel Avenue frontage</b>				<b>\$160,896.75</b>

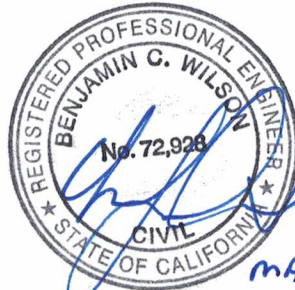
**Del Monte Blvd, southerly 25'**

ITEM	QUANTITY	UNITS	UNIT PRICE	EST. COST
Remove (E) Improvement	1	L.S.	\$2,500.00	\$2,500.00
Sawcut (E) AC pavement	30	L.F.	\$10.00	\$300.00
Grading Operations	1	L.S.	\$3,000.00	\$3,000.00
Remove Existing AC Pavement	150	S.F.	\$1.60	\$240.00
<b>Subtotal, Site Preparation</b>				<b>\$6,040.00</b>
Concrete Curb & Gutter	25	L.F.	\$45.00	\$1,125.00
8' Concrete Sidewalk	25	L.F.	\$240.00	\$6,000.00
Corner Access Ramp	1	Each	\$9,500.00	\$9,500.00
3"AC / 8"AB paving	350	S.F.	\$9.25	\$3,237.50
6" Concrete Curb (back of planter)	50	L.F.	\$30.00	\$1,500.00
<b>Subtotal, Asphalt &amp; Concrete</b>				<b>\$21,362.50</b>
Relocation / Adjust Utility Vaults	2	Each	\$600.00	\$1,200.00
Pavement Striping	1	L.S.	\$1,000.00	\$1,000.00
Construction Staking & Observation	1	L.S.	\$1,800.00	\$1,800.00
Traffic Control	10	Days	\$2,000.00	\$20,000.00
<b>Subtotal, Misc.</b>				<b>\$24,000.00</b>
<b>Total Estimated Construction Cost, 25' of Del Monte Blvd frontage</b>				<b>\$29,277.50</b>

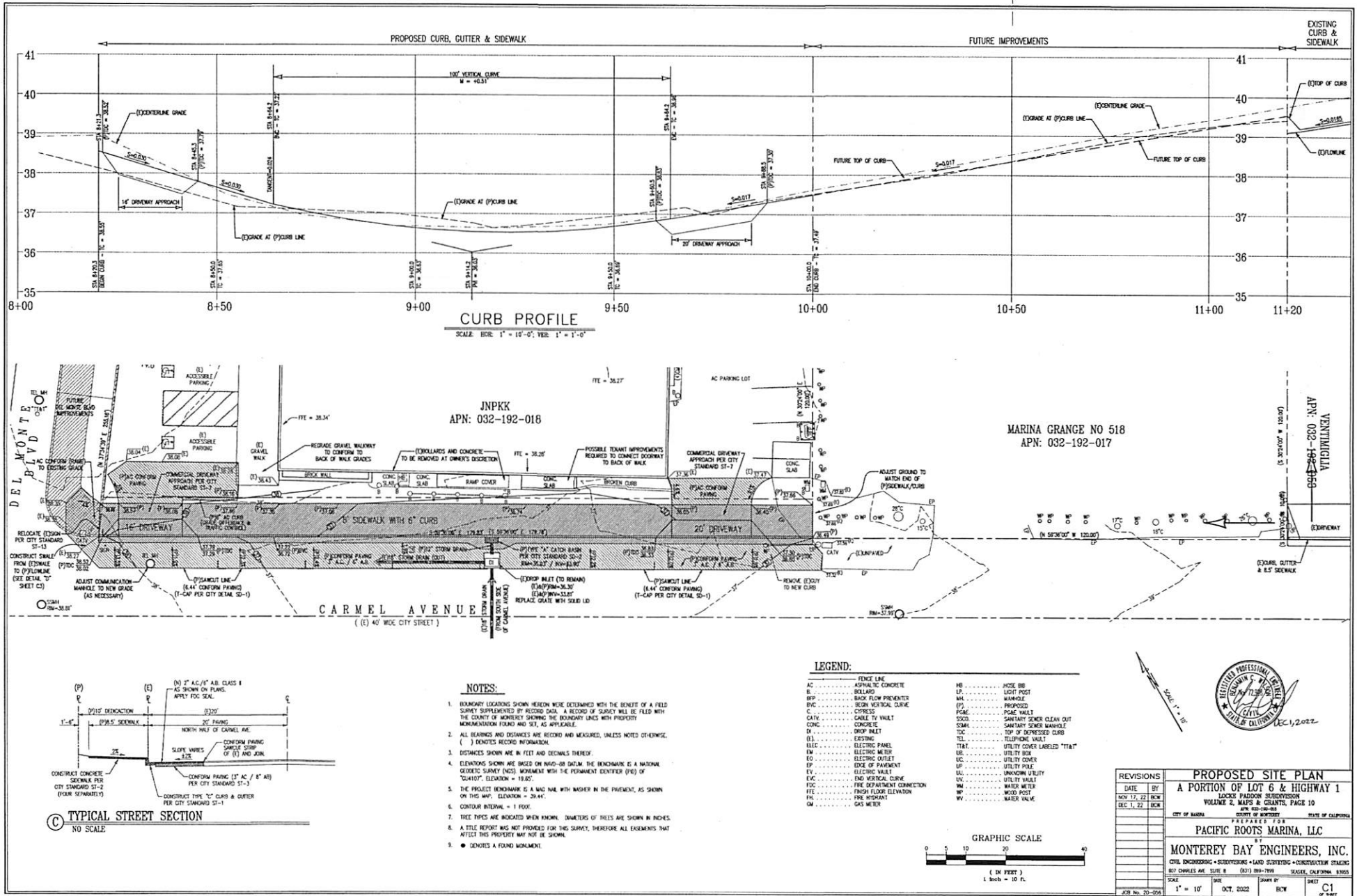
PAGE 1 OF 2

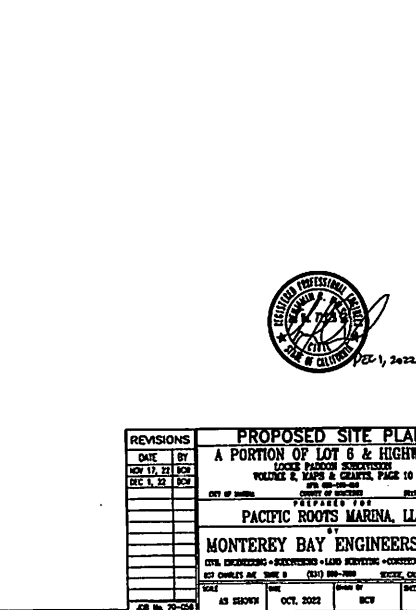
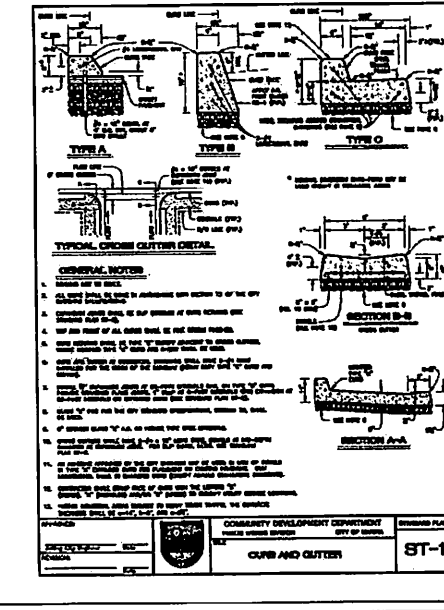
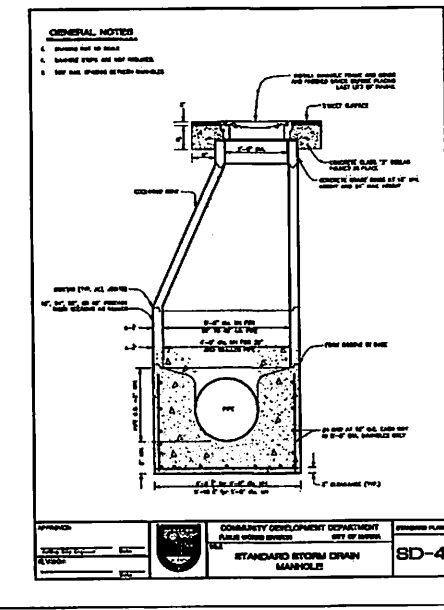
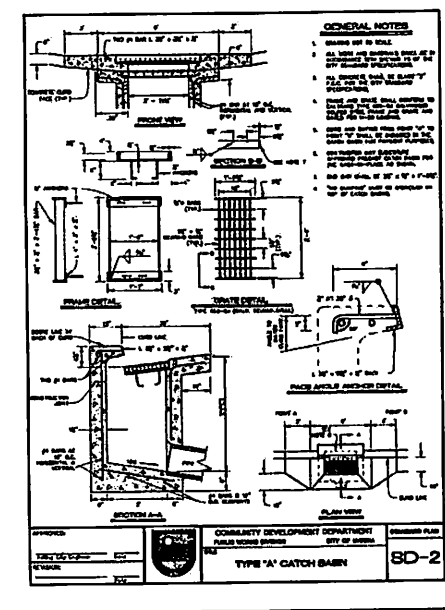
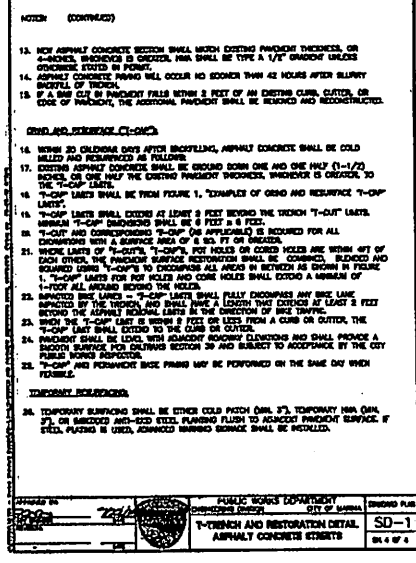
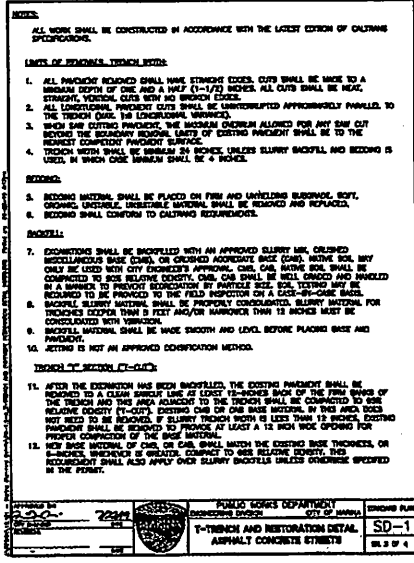
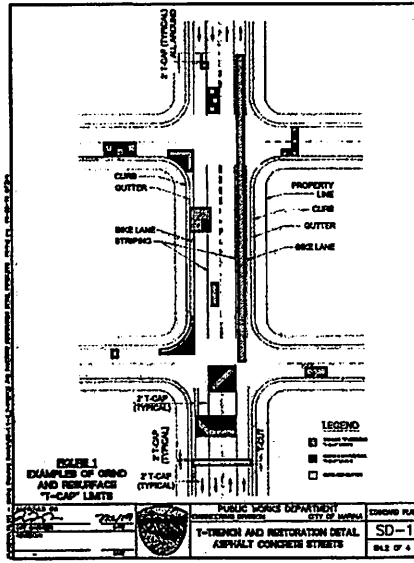
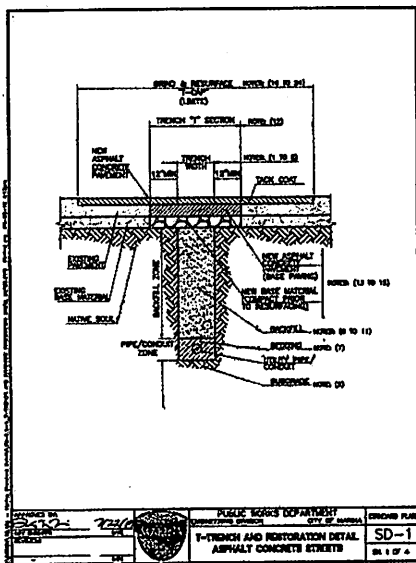
Del Monte Blvd, remaining 220'

ITEM	QUANTITY	UNITS	UNIT PRICE	EST. COST
Remove (E) Improvement	1	L.S.	\$14,000.00	\$14,000.00
Sawcut (E) AC pavement	230	L.F.	\$10.00	\$2,300.00
Grading Operations	1	L.S.	\$30,000.00	\$30,000.00
Remove Existing AC Pavement	1400	S.F.	\$1.60	\$2,240.00
Subtotal, Site Preparation				\$48,540.00
Concrete Curb & Gutter	215	L.F.	\$45.00	\$9,675.00
8' Concrete Sidewalk	189	L.F.	\$240.00	\$45,360.00
4' Conc. Behind Driveway Approaches	104	S.F.	\$30.00	\$3,120.00
Concrete Driveway Approach	1	Each	\$14,000.00	\$14,000.00
3"AC / 8"AB paving	3025	S.F.	\$9.25	\$27,981.25
6" Concrete Curb (back of planter)	167	L.F.	\$30.00	\$5,010.00
Subtotal, Asphalt & Concrete				\$105,146.25
Relocation / Adjust Utility Vaults	4	Each	\$600.00	\$2,400.00
Relocate Light Post & Electrical	1	Each	\$1,100.00	\$1,100.00
Pavement Striping	1	L.S.	\$12,000.00	\$12,000.00
Construction Staking & Observation	1	L.S.	\$3,600.00	\$3,600.00
Traffic Control	30	Days	\$2,000.00	\$60,000.00
Subtotal, Misc.				\$79,100.00
Total Estimated Construction Cost, 220' of Del Monte Blvd frontage				\$232,786.25



MAY 5, 2022





REVISIONS	DATE	BY
1	NOV 17, 2010	SD-1
2	DEC 1, 2010	SD-1

**PROPOSED SITE PLAN**  
**A PORTION OF LOT 6 & HIGHWAY 1**  
 (LOCAL PLANNING SUBMITTALS)  
 VOLUME 2, PART 2 OF 2, PAGE 10  
 CITY OF MONTEREY  
 PROJECT NO. 10-00-000  
**PACIFIC ROOTS MARINA, LLC**  
 BY  
**MONTEREY BAY ENGINEERS, INC.**  
 CIVIL ENGINEERING • SURVEYING • LAND SURVEYING • CONSTRUCTION STAKING  
 607 CHURCH AVE. SUITE 9 MONTEREY, CALIFORNIA 93940  
 PHONE: (408) 999-7000 FAX: (408) 999-7001  
 WWW: WWW.MBENGINEERS.COM  
 DATE: AS SHOWN OCT. 2012 DRAWN BY: SD-1 CHECKED BY: C2

**RESIDENTIAL STANDARDS**

**INDUSTRIAL-COMMERCIAL STANDARDS**

**GENERAL NOTES**

**DETAIL A**

**DETAIL B**

STANDARD PAVEMENT SECTIONS
1. $2\frac{1}{2}''$ ASPHALT CONCRETE (A.C.) (2")
2. $4\frac{1}{2}''$ ASPHALT CONCRETE (A.C.) (2")
3. $4\frac{1}{2}''$ ASPHALT CONCRETE (A.C.) (2")
4. $4\frac{1}{2}''$ ASPHALT CONCRETE (A.C.) (2")
5. $4\frac{1}{2}''$ ASPHALT CONCRETE (A.C.) (2")
6. $4\frac{1}{2}''$ ASPHALT CONCRETE (A.C.) (2")

**COMMUNITY DEVELOPMENT DEPARTMENT**  
**PUBLIC WORKS DIVISION**  
**ST-2**

**TYPICAL CROSS SECTION**

**GENERAL NOTES**

- STREETS NOT TO BE PAVED.
- STREET CROWN-UP SIDE WAYS AND SIDEWALKS SHALL BE BASED UPON CURRENT CITY STANDARDS FOR GRADEWORK AND STREET CLASSIFICATION.
- PAVEMENT STRUCTURAL SECTIONS SHALL BE DETERMINED BY THE CALIFORNIA FLEXIBLE PAVEMENT DESIGN METHOD BASED UPON THE NUMBER OF EQUIVALENT TRUCKS AND HEAVY TRUCKS AND ON CURE SHALL FLEXIBLE PAVEMENT SECTIONS BE LESS THAN 2 INCHES OF ASPHALT CONCRETE OVER A BASE OF ADVERSE GRADE.
- GRADE WORK ON SIDEWALKS AND DRIVEWAYS SHALL BE PERFORMED BY THE DEVELOPER'S SOLE ENGINEER, THE RESULTS AND FINISH SECTION SHALL BE APPROVED BY THE CITY ENGINEER.
- TRAFFIC MARKS (ST) SHALL BE PLACED ON THE DRIVEWAY AND SIDEWALKS SHALL BE BASED UPON PROHIBITED ON-HIGH YELLOW AND SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S STANDARDS FOR THE VARIOUS STREET CLASSIFICATIONS.
- TRAFFIC MARKS ON DRIVE WAYS SHALL BE PLACED IN ACCORDANCE WITH THE CITY ENGINEER'S STANDARDS FOR THE VARIOUS STREET CLASSIFICATIONS.
- A MINIMUM TRAFFIC MARK OF 3 SHALL BE ASSIGNED TO OTHER STAGNANT SIDEWALKS STREETS WITH 2 ON WORK TRUCKS.
- TRAFFIC MARKS SHALL BE PLACED AT THE FOLLOWING INTERVALS: SIDEWALKS SHALL BE PLACED AT 30' INTERVALS; DRIVEWAYS SHALL BE PLACED AT 20' INTERVALS; DRIVEWAYS SHALL BE PLACED AT 20' INTERVALS; DRIVEWAYS SHALL BE PLACED AT 20' INTERVALS.
- TRAFFIC MARKS SHALL BE PLACED AT THE FOLLOWING INTERVALS: SIDEWALKS SHALL BE PLACED AT 30' INTERVALS; DRIVEWAYS SHALL BE PLACED AT 20' INTERVALS; DRIVEWAYS SHALL BE PLACED AT 20' INTERVALS.

**COMMUNITY DEVELOPMENT DEPARTMENT**  
**PUBLIC WORKS DIVISION**  
**STREET STRUCTURAL SECTIONS**  
**ST-3**

**RESIDENTIAL DRIVEWAY APPROACH**

**COMMERCIAL DRIVEWAY APPROACH**

**GENERAL NOTES**

- STREETS NOT TO BE PAVED.
- ALL DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST ADOPTED CITY ENGINEERING SPECIFICATIONS.
- THE DRIVEWAY SHALL BE 2" WIDER THAN THE DRIVEWAY WIDTH AND SHALL BE 6" HIGHER THAN THE DRIVEWAY WIDTH. THE DRIVEWAY SHALL BE 6" HIGHER THAN THE DRIVEWAY WIDTH AND SHALL BE 6" HIGHER THAN THE DRIVEWAY WIDTH.
- RESIDENTIAL DRIVEWAYS SHALL BE 2" WIDER THAN THE DRIVEWAY WIDTH AND SHALL BE 6" HIGHER THAN THE DRIVEWAY WIDTH.
- RESIDENTIAL DRIVEWAYS SHALL BE 2" WIDER THAN THE DRIVEWAY WIDTH AND SHALL BE 6" HIGHER THAN THE DRIVEWAY WIDTH.
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- RESIDENTIAL DRIVEWAYS SHALL BE 2" WIDER THAN THE DRIVEWAY WIDTH AND SHALL BE 6" HIGHER THAN THE DRIVEWAY WIDTH.

**COMMUNITY DEVELOPMENT DEPARTMENT**  
**PUBLIC WORKS DIVISION**  
**DRIVEWAY APPROACH**  
**ST-7**

**TYPICAL LOCATIONS**

**NOTES**

**URBAN INTERSECTION**

**CHANNELIZED INTERSECTION**

**WOC THROAT INTERSECTION**

**DIVISIONAL ISLAND**

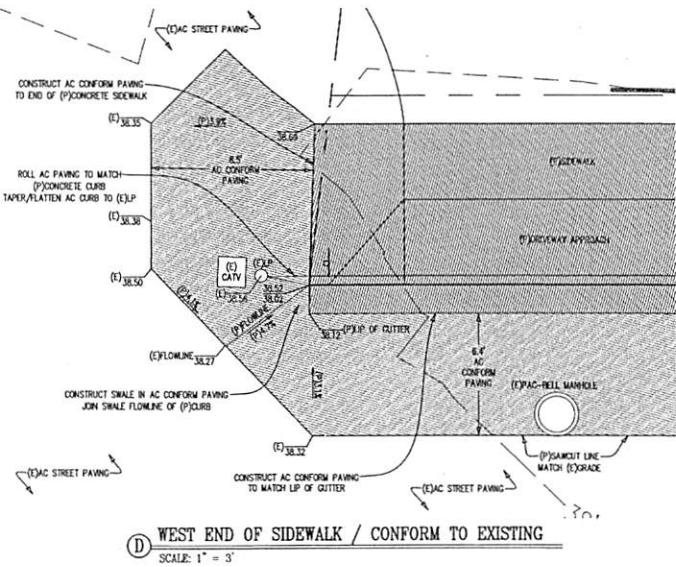
**BIOM INSTALLATION DETAIL**

**TRAFFIC SIGNS (STOP/YIELD)**

**GENERAL NOTES**

- STREETS NOT TO BE PAVED.
- ALL SIGNS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST ADOPTED CITY ENGINEERING SPECIFICATIONS.
- STOP SIGNS SHALL BE 24" SQUARE WITH 4" BORDERS. YIELD SIGNS SHALL BE 18" DIAMETER WITH 4" BORDERS.
- TRAFFIC SIGNS SHALL BE PLACED AT THE FOLLOWING INTERVALS: SIDEWALKS SHALL BE PLACED AT 30' INTERVALS; DRIVEWAYS SHALL BE PLACED AT 20' INTERVALS; DRIVEWAYS SHALL BE PLACED AT 20' INTERVALS.
- TRAFFIC SIGNS SHALL BE PLACED AT THE FOLLOWING INTERVALS: SIDEWALKS SHALL BE PLACED AT 30' INTERVALS; DRIVEWAYS SHALL BE PLACED AT 20' INTERVALS; DRIVEWAYS SHALL BE PLACED AT 20' INTERVALS.

**COMMUNITY DEVELOPMENT DEPARTMENT**  
**PUBLIC WORKS DIVISION**  
**TRAFFIC SIGNS (STOP/YIELD)**  
**ST-13**



REVISIONS		DATE		BY	

**PROPOSED SITE PLAN**  
**A PORTION OF LOT 6 & HIGHWAY 1**  
**LOCKER PADDON SUBDIVISION**  
**VOLUME 2, MAPS & GRANTS, PAGE 10**  
 PREPARED FOR:  
**PACIFIC ROOTS MARINA, LLC**  
 BY:  
**MONTEREY BAY ENGINEERS, INC.**  
 CIVIL ENGINEERS & ARCHITECTS - LAND SURVEYING & CONSTRUCTION STAKING  
 807 CHARLES AVE. SUITE B (707) 869-7899 SOLEDAD, CALIFORNIA 95063  
 SCALE: AS SHOWN DATE: OCT. 2022 DRAWN BY: BCT SHEET: C-3



## ORDINANCE NO. 2018-09

## Initiative Measure to be Submitted Directly to the Voters

**AN ORDINANCE OF THE PEOPLE OF THE CITY OF MARINA  
ALLOW CANNABIS BUSINESS ACTIVITY AND ESTABLISH TAXES AND FEES  
FOR SUCH BUSINESSES WITHIN THE CITY OF MARINA, AMENDING TITLE AND  
CHAPTER ESTABLISHING CANNABIS BUSINESS ACTIVITIES AS A USE  
ALLOWED SUBJECT TO A USE PERMIT IN SPECIFIED ZONES AND  
ESTABLISHING USES TO PROTECT PUBLIC HEALTH, SAFETY & WELFARE.**

THE PEOPLE OF THE CITY OF MARINA DO HEREBY ORDAIN AS FOLLOWS:

**Section 1. Establish.** Chapter 19 of the City of Marina’s Municipal Code is hereby established to read as follows:

19.01.010 Title.

This chapter shall be known as the city of Marina Commercial Cannabis Activities ordinance. The city of Marina hereinafter shall be called “city”. This chapter shall be applicable in the incorporated territory of the City. (Ord.2010-03 &1 (part), 2010)

19.01.020 Operative Date

“Operative date” means the first day of the first calendar quarter commencing more than one hundred days after the adoption of the ordinance codified in this chapter by a majority of the voters of the city voting thereon at the election to be held on November 6, 2018.

19.01.030 Purpose

This chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. Regulate Commercial Cannabis Activity (as defined below) if a majority of the qualified electors voting on the measure voted to approve the imposition of the tax at an election called for that purpose.
- B. To promote the health, safety, morals, and general welfare of the residents and businesses within the City. The City is authorized to regulate this activity pursuant to the MAUCRSA. The goals of this regulation for Commercial Cannabis Activity include:
  - A. To minimize the size of the illegal market for Cannabis in the City and the surrounding regions.
  - B. To create jobs, tax revenue and economic growth for the City and its residents.
  - C. To enable law enforcement and regulators to have sufficient rights to inspect and audit Commercial Cannabis Activity and take expeditious action against Persons who violate the requirements of this Chapter.
  - D. To minimize social harms which may arise from Cannabis including youth consumption or intoxicated driving.

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C. To regulate the operation and location of Commercial Cannabis Activity such that public nuisance is minimized.

#### 19.01.040 Definitions

The following words or phrases, whenever used in this Chapter, shall be given the following definitions:

A. "Adult cannabis" or "Adult cannabis product" " means a product containing cannabis, including, but not limited to, concentrates and extractions, intended to be sold for use by adults in California pursuant to the Adult Use of Marijuana Act of 2016 (Proposition 64), found at Section 11362.1 of the Health and Safety Code. For the purposes of this Title, "medical cannabis" does not include "industrial hemp" as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code.

B. "Adult Use Cannabis" means the non-medical use of cannabis by adults of age 21 and over as permitted by MAUCRSA and other applicable State and City laws.

C. "A-License" means a State License issued under Division 10, commencing with Section 26000 of the Business and Professions Code, for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess physician's recommendations or an interim license issued by the State for the same.

D. "A-Licensee" means any Person holding a State License under Division 10, commencing with Section 26000, of the Business and Professions Code for cannabis or cannabis products that are of age and over and who do not possess physician's recommendations or an interim license issued by the State for the same.

D. "A-Licensee" means any Person holding a State License under Division 10, commencing with Section 26000, of the Business and Professions Code for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess physician's recommendations or an interim license issued by the State for the same.

E. "A-Permit" means a City Permit issued under this chapter for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess physician's recommendations.

F. "A-Permittee" means any Person holding a City Permit issued under this chapter for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess physician's recommendations.

G. "Bureau" means the Bureau of Medical Marijuana Regulation within the California Department of Consumer Affairs.

H. "Business and Professions Code" means the California Business and Professions code, as amended from time to time.

I. "Cannabinoid" or "phytocannabinoid" means a chemical compound that is unique to and derived from cannabis.

J. "Medical cannabis" or "Medical cannabis product" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended to be sold for use by medical Cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362. 5 of the Health and Safety Code. For the purposes of this Title, "medical cannabis" does not include "industrial hemp" as defined by Section 81000 of the Food and Agricultural Code or Section 1 1018.5 of the Health and Safety Code.



K. "Commercial medical cannabis activity" means the cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, on-site consumption or sale of medical cannabis or a medical cannabis product.

L. "Cannabis" shall have the same meaning as in Section 26000 of the Business and Professions Code.

M. "Cannabis Premises" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or City Permittee where the Commercial Cannabis Activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one City Permittee.

N. "Cannabis Permit" means a permit issued by a city in the State (as defined below), including the City, and a license issued by the State, in each case, in accordance with, and to the extent required by, applicable State Law, in order to participate in a Commercial Cannabis Activity, such as Cultivation, Manufacturing, Distribution, Transportation, Testing, retail sale, or Delivery.

O. "Cannabis Permittee" means a Person who holds a Cannabis Permit.

P. "Cannabis Product" shall have the same meaning as in Section 11018.1 of the Health and Safety Code.

Q. "Cannabis concentrate" means manufactured cannabis that has undergone a process to concentrate the cannabinoid active ingredient, thereby increasing the product's potency.

R. "Canopy" means all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether contiguous or noncontiguous on any one site.

S. "Certificate of accreditation" means a certificate issued by an accrediting body to a licensed testing laboratory, entity, or site to be registered in the state.

T. "City" shall have the meaning assigned to such term in the Preamble of this Ordinance.

U. "City Code" means the City of Marina Municipal Code.

V. "City Council" means the current members of the City Council of the City.

X. "City Manager" means the individual duly appointed by a majority of the City Council to serve in the capacity as executive officer of the City on a permanent or interim basis or such other official as designated by the City to fulfill such duties.

Y. "City Permit" means a permit issued by the City, in accordance with this Chapter and State Law, authorizing participation in a Commercial Cannabis Activity, such as Cultivation, Manufacturing, Distribution, Testing, retail sale, or Delivery.

Z. "City Permittee" means a Person that has been issued a City Permit.

AA. "Commercial Cannabis Activity" includes the Cultivation, possession, Manufacture, Distribution, processing, storing, testing, packaging, labeling, Transportation, Delivery or sale of Cannabis and Cannabis Products as provided for in this chapter and Division 10, commencing with Section 26000, of the Business and Professions Code.

BB. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of medical or Adult cannabis. Within the definition of cultivation, the following specific License Types, corresponding to state cultivator license types set forth in California Business and Professions Code section 19332(g).

BB1. "CUP" means a Conditional Use Permit issued by the City in accordance with City Code.

CC. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of Cannabis.

DD. "Cultivation Permit" means a City Permit for the Cultivation of Cannabis in accordance with the terms and conditions of this Chapter and the conditions of approval for the applicable City Permit issued to the particular Cultivation Permittee. Such Permits shall be associated with State License types 1A, 1B, 1C, 2A, 2B, 3A, 3B, 4, 5A or 5B or such other Cultivation license types created by the State.

EE. "Cultivation Permittee" means an applicant who has applied for and has been issued a Cultivation Permit by the City pursuant to the terms and conditions of this Chapter.

FF. "Deliver" or "Delivery" means the commercial transfer of medical or Adult cannabis, or medical or Adult cannabis products from a Permittee, up to an amount allowed by the Bureau, to a primary caregiver, customer, qualified patient or adult as defined in Section 11362.7 of the California Health and Safety Code, or a testing laboratory.

GG. "Dispensary" means a facility where medical Cannabis, medical cannabis products. Adult cannabis. Adult cannabis products or devices for the use of medical or Adult cannabis or medical or Adult cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers medical Cannabis and medical Cannabis products as part of a retail sale.

HH. "Distribution" means the procurement, sale, and transport of Cannabis and Cannabis Products between State Licensees, including any City Permittees who are State Licensees.

II. "Distribution Permit" means a City Permit for Distribution in accordance with the terms and conditions of this Chapter and the conditions of approval for the applicable City Permit issued to such Distribution Permittee. Such Permits shall be associated with State License Type 11 or such other Distribution license types created by the State.

JJ. "Distribution Permittee" means a Person that has been issued a Distribution Permit by the City pursuant to the terms and conditions of this Chapter.

KK. "Edible cannabis product" means manufactured cannabis that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum. An edible Cannabis product is not considered food as defined by Section 109935 of the California Health and Safety Code or a drug as defined by Section 109925 of the California Health and Safety Code.

LL. "Fully Enclosed and Secure Structure" means (i) a space within a building, greenhouse or other structure which has a complete roof enclosure supported by connecting walls extending from the ground to the roof, which is reasonably secure against unauthorized entry and provides complete visual screening or is behind fencing or other features providing complete visual screening, and which is accessible only through one or more lockable doors and is inaccessible to minors

MM. "Greenhouse" means a fully enclosed permanent structure with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental artificial lighting for cultivation.

NN. "Gross Receipts" means the total amount of the sales of a City Permittee, valued in money, whether paid in money or otherwise, without any deduction for the cost of materials used, any costs of transportation of the City Permittee, or any other expenses.

OO. "Health and Safety Code" means the California Health and Safety Code, as amended from time to time.

PP. "Identification card" has the same definition as in Section 11362.7 of the California Health and Safety Code, as it may be amended.

QQ. "Indoor Cultivation" means a Cultivation using exclusively artificial lighting.

RR. "Licensee" means a person issued a state license under Chapter 3.5 (commencing with Section 19300) of the California Business and Professions Code, to engage in a commercial medical or Adult cannabis activity.

SS. "Licensing authority" means the state agency responsible for the issuance, renewal, or reinstatement of a license for commercial medical or Adult cannabis activities, or the state agency authorized to take disciplinary action against the license.

TT. "Nursery" means a licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of medical or Adult cannabis.

UU. "One ownership" and "owner" have the same definition as set forth in Chapter 21.06 of this Title.

WW. "Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a Cannabis Product from such blends, extractions or infusions.

XX. "Manufactured cannabis" or "cannabis product" means raw Cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product.

YY. "Manufacturing Permit" means a City Permit to Manufacture in accordance with the terms and conditions of this Chapter and the conditions of approval for the applicable City Permit issued to the applicable Manufacturing Permittee. Such Permits shall be associated with State License types 6 or 7 or such other Manufacturing license types created by the State.

ZZ. "Manufacturing Permittee" means a Person that has been issued a Manufacturing Permit by the City.

AAA. "Manufacturing site" means a location that produces, prepares, propagates, or compounds manufactured medical or Adult cannabis or medical or Adult cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a licensee for these activities.

BBB. "Medicinal Cannabis" or "Medicinal Cannabis Product" means Cannabis or a Cannabis Product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code, by a Medicinal Cannabis patient in California who possesses a physician's recommendation.

CCC. "M-License" means a State License issued for Commercial Cannabis Activity involving Medicinal Cannabis.

DDD. "M-Licensee" means any Person holding a State License under Division 10, commencing with Section 26000, of the Business and Professions Code for Commercial Cannabis Activity involving Medicinal Cannabis or an interim license issued by the State for the same.

EEE. "M-Permit" means a City Permit issued under this chapter for Commercial Cannabis Activity involving Medicinal Cannabis.

FFF. "M-Permittee" means any Person holding a City Permit issued under this chapter for Commercial Cannabis Activity involving Medicinal Cannabis.

GGG. "Mixed Light Cultivation" means a Cultivation facility using a combination of natural and supplemental artificial lighting.

HHH. “Modular Building” means a structure that is transportable in one or more sections and is designed or equipped for the Manufacturing of Cannabis Products, including the compliance with all safety requirements set forth by the City.

III. “Ordinance” shall have the meaning assigned to such term in the Preamble of this Ordinance.

JJJ. “Outdoor Cultivation” means any Cultivation conducted without the use of artificial lighting.

KKK. “Permit Zone” means, with respect to a Person holding a City Permit, the zones or portions of the City where such City Permit type is permitted to operate. Such Permit Zones may be amended from time-to-time by a majority vote of the City Council. To the extent not otherwise specified in this definition, a City Permittee shall be able to operate in any portion of the City which complies with the zoning, radius and other requirements of Section 17.06.

The initial Permit Zones shall be as follows:

- (1) With respect to Retail Permits, Airport District (AP-2/3), Business Park (BP), Business Park Small Lot Combining District (BP/P), Retail Business District (C-1), General Commercial District (C-2), Planned Commercial District (PC) and Transitional Zoning District (T-B-5).
- (2) With respect to Cultivation Permits for Indoor Cultivation, Airport District (AP-2/3), Business Park (BP), Business Park Small Lot Combining District (BP/P) and Transitional Zoning District (T-B-5).
- (3) With respect to Cultivation Permits for Outdoor Cultivation, no zones will permit outdoor cultivation.
- (4) With respect to Cultivation Permits for Mixed Light Cultivation, Airport District (AP-2/3), Business Park (BP), Business Park Small Lot Combining District (BP/P) and Transitional Zoning District (T-B-5).
- (5) With respect to Distribution Permits, Airport District (AP-2/3), Business Park (BP), Business Park Small Lot Combining District (BP/P), Retail Business District (C-1), General Commercial District (C-2), Planned Commercial District (PC) and Transitional Zoning District (T-B-5) or, if such Distribution Permit is held by a Permittee who also holds another City Permit type, the location where the operations of such City Permit type are conducted (e.g. the site of a Cultivation Permit).
- (6) With respect to Manufacturing Permits, Airport District (AP-2/3), Business Park (BP), Business Park Small Lot Combining District (BP/P), Retail Business District (C-1), General Commercial District (C-2), Planned Commercial District (PC) and Transitional Zoning District (T-B-5).
- (7) With respect to Testing Permits, Airport District (AP-2/3), Business Park (BP), Business Park Small Lot Combining District (BP/P), Retail Business District (C-1), General Commercial District (C-2), Planned Commercial District (PC) and Transitional Zoning District (T-B-5).

LLL. "Permittee" means a person issued a commercial cannabis permit under Chapter 7.90.

MMM. "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.

NNN. “Physician Services” means the consultation by a State-licensed physician of a patient with the possible recommendation by such physician of Medicinal Cannabis for such patient.

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OOO. "Primary caregiver" has the same definition as in Section 11362. 7 of the California Health and Safety Code, as it may be amended.

PPP. "Public park" means an area created, established, designated, or maintained by the special district, a County, the State, or the Federal government for public play, recreation, or enjoyment or for the protection of natural resources and features at the site.

QQQ. "Qualified patient" has the same definition as in Section 11362. 7 of the California Health and Safety Code, as it may be amended.

RRR. "Retail Establishment" means a premises where Cannabis or Cannabis Products are offered, either individually or in any combination, for retail sale or Delivery to customers, patients or primary caregivers pursuant to State Law.

SSS. "Retail Permit" means a City Permit to sell and Deliver Cannabis and Cannabis Products to customers, patients and primary caregivers in accordance with the terms and conditions of this Chapter and the conditions of approval for the applicable City Permit issued to the particular Retail Permittee. Such Permits shall be associated with State License type 10 or such other Retail license types created by the State.

TTT. "Retail Permittee" means a Person that has been issued a Retail Permit by the City pursuant to the terms and conditions of this Chapter.

UUU. "State" means the State of California.

VVV. "State license", "license, " or "registration" means a state license issued pursuant to California Business & Professions Code Sections 19300, et seq.

WWW. "State Law" means all laws of the State, including all rules and regulations adopted by State agencies and State regulatory entities.

XXX. "State License" means a State License issued under Division 10, commencing with Section 26000, of the Business and Professions Code, and includes both an A-License and M-Licenses as well as a testing License.

YYY. "State License Deadline" means [the later of (i) the first anniversary of the date on which the Bureau of Cannabis Control posts a notice on its website or otherwise publicly announces that state licensing authorities have commenced issuing State Licenses, or (ii) the applicable date upon which a Person with a City License must obtain a State License to comply with State Law.

ZZZ. "State Licensee" means a Person that has been issued a State License.

AAAA. "Testing" means the testing of the quality, makeup or purity of Cannabis and Cannabis Products as required by applicable State Law.

BBBB. "Testing Permit" means a City Permit for Testing pursuant to the terms and conditions of this Chapter and the conditions of approval for the applicable City Permit issued to the particular Testing Permittee. Such Permits shall be associated with State License 8 or such other Testing license types created by the State

CCCC. "Testing Permittee" means a Person who has been issued a Testing Permit by the City pursuant to the terms and conditions of this Chapter.

DDDD. "Testing laboratory" means a facility, entity, or site in the state that offers or performs test of medical cannabis or medical cannabis products and that is both of the following:

1. Accredited by an accrediting body that is independent from all other persons involved in the medical cannabis industry in the state; and
2. Registered with the California State Department of Public Health.

EEEE. "Transport" means the transfer of medical cannabis or medical cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial medical Cannabis activity authorized pursuant to the California Business & Professions Code Sections 19300, et seq.

## 19-02 Cannabis Dispensaries and Operating Standard

### 19.02.010 Cannabis Dispensaries

Pursuant to Chapter and Section 5.08, it is unlawful for any owner, operator, or association to own, conduct, operate or maintain, or to participate therein, or to cause or to allow to be conducted, operated, or maintained, any dispensary, delivery or delivery only dispensary in or into the City unless there exists a valid business permit in compliance with the provisions of Chapter 15.08 and a permit issued under this Chapter. However, entities authorized under Marina Municipal Section 19.02.010 must abide by the same requirements imposed herein on dispensaries.

This Chapter, and the requirement to obtain a business and/or use permit, does not apply to the individual possession or cultivation of medical or Adult Cannabis for personal use, nor does this Chapter apply to the usage, distribution, cultivation or processing of medical or Adult cannabis by qualified patients or primary caregivers or qualified adults when such group is of three or less individuals, and distributing, cultivating or processing the cannabis from a residential unit or a single non-residential parcel of land. Associations of three or less qualified patients or primary caregivers shall not be required to obtain a permit under Chapter 17.48, but must comply with applicable State law.

The City Manager shall issue no more than three (3) valid permits for the operation of Medical Cannabis dispensaries in the City of Marina at any one time.

The City Manager shall issue no more than three (3) valid permits for the operation of Adult Cannabis dispensaries in the City of Marina at any one time.

No new Cannabis Premise shall be located within 600 feet of a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center that is in existence at the time the license is issued. All distances shall be measured in a straight line, without regard to intervening structures, from the nearest point of the building or structure in which the Cannabis Premise is, or will be, located to the nearest property line of those uses describe in this Subsection.

Dispensaries shall not be located within one thousand hundred (1,000) feet of another dispensary, unless the adjacent dispensary is a medical dispensary locating next to an adult dispensary or the opposite.

### 19.02.020 ELIGIBILITY REQUIREMENT

A. No person may be allowed to have any position with a Dispensary other than that of Member if she or he has been convicted of:

1. Homicide;
2. Within the preceding 10 years, any serious or violent felony listed in Penal Code Section 1192.7(c) or Section 667^(c);
3. Within the preceding 10 years, any violation of Penal Code Sections 243 through 247, except for subdivision (a) of Section 243;

4. Within the preceding 10 years, any offense under subdivisions (d) or (e) of Section 11357 or Section 11361, or Articles 1, 3, 5, 6, or 7 of Chapter 6 of Division 10 of the Health and Safety Code; or

5. Within the preceding 3 years any felony violation of Health and Safety Code Section 11358. Section 11359 or Section 11360.

B. Such other information deemed necessary to conduct any investigation or LiveScan Background check of the applicant, and for the City Manager to determine compliance with this Chapter, the City's Municipal Code and Zoning Code.

C. All applicants shall pay an application fee, a permit fee, and all inspection fees that may be required as part of the application process, as specified in the City's Master Fee Schedule.

D. At the time of submission of dispensary permit application, the applicant shall pay a dispensary permit application fee not to exceed \$8,000. The fee amount shall be set by City Council resolution per the City's Master Fee Schedule.

E. Notarized, written authorization from the property owners) that a Commercial Cannabis Business may be operated at the site.

F. The name and address of Managers or responsible agents of the Commercial Cannabis Business, which shall be updated not less frequently than annually.

#### 19.02.030 OPERATION PLAN

All applicants must provide a plan of operations that will describe how the dispensary will operate consistent with State Law and the provisions of this Chapter including but not limited controls to ensure medical or Adult cannabis will be dispensed only to qualified adults, qualified patients and primary caregivers. Dispensaries shall comply with Health and Safety Code Sections 11362. 7 et seq. and any other state laws that may be adopted concerning Medical or Adult Cannabis, California's Medical Marijuana Regulation and Safety Act, the Adult Use of Marijuana Act, the Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, and any other applicable City laws or regulations, and shall pay all applicable state or local taxes. Dispensaries shall also comply with the operating standards set forth in this Section.

#### 19.02.030 MEMBERSHIP.

A. Medical Dispensaries may consist only of Members.

B. Medical Dispensaries may only obtain Medical Cannabis from, and supply Medical Cannabis to, their Members.

C. Dispensaries may not admit any person as a Member without first verifying her or his status as a qualified patient or primary caregiver as defined by state law, and shall immediately cancel the membership of any person who diverts Medical Cannabis for non-medical use or in any minor not permitted by this Chapter or State law.

D. Physicians' recommendations shall be verified prior to granting membership and at least every twelve (12) months thereafter, and a physical or digital record shall be kept of such verification. No Medical Cannabis may be dispensed except to a Member and pursuant to a recommendation that is no more than twelve (12) months old, unless the recommendation expressly states that it has a longer term or does not expire.

E. Adult Dispensaries must comply with all aspects of the Adult Use of Marijuana Act and must receive a license from the State prior to start of operations, and shall maintain license throughout operations.

F. Non-Diversion. Medical dispensaries shall take all practicable steps necessary to prevent and deter diversion of Medical Cannabis to non-Members. Dispensaries must limit access to Medical Cannabis, Medical Cannabis Products and Edibles to authorized personnel only, and must maintain an inventory management system that accounts for all Medical Cannabis, Medical Cannabis Products and Edibles.

19.02.040 DISPENSING.

A. Medical Dispensary may not dispense to any person who is not a Member and may not dispense without first verifying membership.

B. Medical Dispensary may not provide more Medical Cannabis to an Individual than is necessary for that person's personal medical use.

C. Dispensary may not distribute free samples for promotional purposes outside of the Dispensary premises.

D. No dispensary shall dispense Medical Marijuana from more than one (1) location in the City of Marina.

E. No owner of dispensary in the City shall open a second dispensary in the City; except that medical dispensaries and co-located or adjacent Adult dispensaries may have the same ownership.

19.02.050 MEMBERS AND EMPLOYEES.

A. All employees and volunteers must be Members who are at least 21 years of age.

B. Medical Dispensaries may not admit any person under 18 years of age to membership without written authorization of a parent or legal guardian. Any Member under 18 years of age shall be accompanied by a parent or legal guardian at all times that such person is at the Dispensary.

19.02.060 ADULT DISPENSARIES

All Adult Dispensaries must comply with all state law and shall comply with the following conditions:

A. Dispensary may not dispense to any person who is not 21 years of age or older.

B. Dispensary may not distribute free samples for promotional purposes outside of the Dispensary premises.

C. No dispensary shall dispense Adult Marijuana from more than one (1) location in the City of Marina, however, subject to State requirements, may have a co-located or adjacent Medical and Adult location.

D. No owner of dispensary in the City shall open a second dispensary in the City; except that medical dispensaries and co-located or adjacent Adult dispensaries may have the same ownership.

E. All adult dispensaries must hold a valid and current Use Permit from the City of Marina pursuant section 19.08.010 (d) of this chapter.



19.02.070 SECURITY.

A security plan, as a separate document, outlining the proposed security arrangements to deter and prevent unauthorized entrance into areas containing medical or Adult Cannabis or medical or Adult cannabis products and theft of medical or Adult cannabis or medical or Adult cannabis products at the dispensary, in accordance with minimum security measures required by State law and the requirements herein. The security plan shall be reviewed and approved by the Police Department and the Office of the City Manager and shall be exempt from disclosure as a public record pursuant to Government Code Section 6255(a).

A. Dispensaries shall provide adequate security and lighting on-site to ensure the safety of persons and protect the premises from theft at all times. Lighting shall be of sufficient intensity to illuminate all areas of the parking lot, if any. Lighting shall comply with Marina Municipal Code 15.34.080.

B. Dispensaries must maintain security guards and camera coverage of their entire grounds to an extent sufficient to ensure the safety of persons and deter crime. Cameras must be maintained in good condition, and use a format approved by the City Manager or his/her designee, which is of adequate quality, color rendition and resolution to allow the ready identification of any individual committing a crime. The cameras shall be in use 24 hours per day, seven (7) days per week. The areas to be covered by the security cameras include, but are not limited to, dispensing areas, storage areas, cultivation areas, all doors, parking lots, anyplace where new product is delivered and any other area determined by the City Manager or her/his designee. Surveillance footage must be retained for a period of 90 days and made available to the Marina Police Department for purposes of investigation of alleged crimes, promptly upon request without the necessity of a warrant or subpoena.

C. Dispensaries must be equipped with an alarm system that is operated and monitored by a security company licensed by and in good standing with the California Department of Consumer Affairs. Alarms shall be maintained and in good working condition at all times.

D. In order to prevent unauthorized entry during non-business hours, a Dispensary shall either secure all points of entry with bars, retractable, folding or sliding metal gates, or metal rollup or accordion doors, none of which may be visible from the exterior, or provide at least one security guard during those hours.

E. Any security guards employed by Dispensaries shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times. Security personnel may not be armed.

F. All Medical or Adult Cannabis, Medical or Adult Cannabis Products and Edibles, except for limited amounts used for display purposes, samples or immediate sale, shall be securely stored at all times, and the entrance to all storage areas shall be locked and under the control of staff.

G. Dispensaries shall make transactions with payment methods other than cash when feasible. All cash received, except that needed for retail customer transactions shall be kept in a secure receptacle such as a drop safe or other type of safe.

H. Dispensaries shall notify the Marina Police Department and the licensing authority within 24 hours after discovering any of the following:

1. Significant discrepancies identified during inventory;
2. Diversion, theft, loss, or any criminal activity involving the dispensary or any agent or employee of the dispensary;
3. The loss or unauthorized alteration of records related to medical or Adult Cannabis, registered qualifying patients, primary caregivers, or dispensary employees or agents; or
4. Any other breach of security.

19.02.080 SIGNAGE

A. Sign shall be posted at the entrance to any Dispensary that includes the following language. The required text shall be of sufficient size to be easily read from a distance of five feet.

FOR MEDICAL: This Dispensary only provides medical cannabis to Us members, who must have legally recognized California Medical Cannabis Identification Cards or a verifiable, -written recommendation from a physician for medical cannabis.

FOR ADULT:

This Dispensary only provides cannabis to adults who qualify under the Adult Use of Marijuana Act and applicable state law. No person under the age of 21 may enter this facility. Providing cannabis products to those under 21 is illegal and shall be prosecuted to the fullest extent of the law.

B. A sign shall be posted in a conspicuous location inside the structure at the location advising:

FOR MEDICAL: This Dispensary is registered in accordance with the laws of the City of Marina. The sale of marijuana and the diversion of marijuana for non-medical purposes are violations of State law. The use of marijuana may impair a person's ability to drive a motor vehicle or operate heavy machinery.

FOR ADULT: This Dispensary is registered in accordance with the laws of the City of Marina. The sale of marijuana and the diversion of marijuana to persons under the age of 21 are violations of State law. The use of marijuana may impair a person's ability to drive a motor vehicle or operate heavy machinery.

C. No Cannabis products or graphics describing Cannabis shall be visible from the exterior of the property.

D. Signage for a dispensary shall comply with Marina Municipal Code 17.40.

19.02.090 DELIVERY

If the dispensary operations are proposed to include delivery, all employees of a dispensary delivering medical or Adult Cannabis or medical or Adult cannabis products shall carry a copy of the documentation listed below when making deliveries. This information shall be provided upon request to law enforcement officers and to employees of state and local agencies enforcing this Chapter.

A. A copy of the dispensary's current permits, licenses, and entitlements authorizing them to provide delivery services;

B. The employee's government-issued identification;

A copy of the delivery request; and

C. Chain of custody records for all goods being delivered.

D. All onsite consumption permits shall be special business permits and shall be issued for a term of one year. No property interest, vested right, or entitlement to receive a future license to operate a medical marijuana business shall ever inure to the benefit of such permit holder as such permits are revocable at any time with or without cause by the City Manager subject to Section 19.09.

19.02.100 NEIGHBORHOOD COMPATIBILITY.

A. Dispensaries shall be operated to ensure neighborhood compatibility, and shall take all steps necessary to ensure that customers do not create neighborhood disturbances.

B. Dispensaries shall provide the Police Department and all residents and property owners within 100 feet with the current name, phone number, secondary phone number, and e-mail address of an on-site community relations staff person to whom notice of any operating problems associated with the establishment may be reported. This information shall be updated as necessary to keep it current. Dispensaries shall encourage neighbors to call this person to try to solve any operating problems.

C. All Dispensaries shall have an on-site manager responsible for overall operation at all times they are open, and shall provide the Police Department with contact information for all such persons, including telephone number, street address and e-mail address. Dispensaries shall also provide the Police Department with the current name and phone numbers of at least one 24-hour on-call manager. This information shall be updated as necessary to keep it current.

D. Dispensaries shall take all reasonable steps to discourage and correct objectionable conditions that constitute a public or private nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent properties. Such conditions include, but are not limited to: smoking; creating a noise disturbance; drinking; loitering; littering; and graffiti.

E. Dispensary will be of an architectural and visual quality and character which harmonizes with, and enhances, the surrounding area and that the design will avoid unduly large or obtrusive signs, un-landscaped parking areas, unduly bright or garish lighting, or design features which encourage loitering as determined by the Zoning Administrator.

F. That adequate litter receptacles will be provided where appropriate:

G. Where the dispensary or delivery only dispensary is in proximity to residential uses, it will be limited in hours of operation, and designed and operated, so as to avoid disruption of residents' sleep.

H. No cannabis or cannabis odors shall be detectable by sight or smell outside of a permitted facility.

I. Dispensaries shall ensure all graffiti is removed from property and parking lots under their control within 24 hours of its appearance.

J. Dispensaries shall operate only between the hours of 9:00 a.m. and 11:59 p.m.

19.02.110 CONSUMPTION OF MEDICAL CANNABIS, TOBACCO AND ALCOHOL.

- A. Smoking of Medical Cannabis is prohibited at Dispensaries.
- B. Sale or consumption of tobacco is prohibited at Dispensaries.
- C. Sale, service and consumption of alcoholic beverages at Dispensaries is prohibited, and Dispensaries shall prohibit any person in possession of an alcoholic beverage from entering or remaining on the premises.
- D. This subdivision does not prohibit the testing of Medical or Adult Cannabis Products by staff of a Dispensary or the use of tinctures or topical Medical Cannabis Products that do not have intoxicating effects.

19.02.120 REGULATORY FEES; SELLER'S PERMIT

In addition to any other required conditions and mitigation measures approved by the Appropriate Authority, all of the following conditions shall apply to all permits for a medical or Adult cannabis dispensary:

- A. The Cannabis dispensary shall allow access to dispensary facilities and records if requested by the City, its officers, or agents, and shall pay for an annual inspection and submit to inspections from the City or its officers to verify compliance with all relevant rules, regulations, and conditions.
- B. The applicant, owner, and all permittees agree to submit to, and pay for, inspections of the operations and relevant records or documents necessary to determine compliance with this Chapter from any enforcement officer of the City or their designee.
- C. Any person operating a medical or Adult Cannabis dispensary shall obtain a valid and fully executed commercial medical or Adult cannabis permit pursuant to 19.02 of the Marina Municipal Code prior to commencing operations and must maintain such permit in good standing in order to continue operations.
- D. Upon implementation of state regulations pursuant to California Business and Professions Code Section 19320, a valid license from the State shall be required to operate any commercial medical cannabis activity.
- E. The owner shall post or cause to be posted on site the Use Permit and all required City, County and state permits and licenses required to operate. Such posting shall be in a central location, visible to the patrons, at the operating site, and in all vehicles that deliver or transport marijuana.
- F. The owner shall be responsible for ensuring that all commercial medical cannabis activities at the site operate in good standing with all permits and licenses required by the Marina Municipal Code and State law. Failure to take appropriate action to evict or otherwise remove permittees and persons conducting commercial medical Cannabis activities at the site who do not maintain permits or licenses in good standing with the City or State shall be grounds for the suspension or revocation of a Use Permit pursuant to Section 17.80 of the Marina Municipal Code.
- G. Dispensaries shall comply with all physical accessibility requirements pursuant to American Disability Act.

### 19.03 COMMERCIAL CANNABIS CULTIVATION AND OPERATING STANDARD

It is hereby declared to be unlawful and a public nuisance for any person or persons owning, leasing, occupying, or having charge of possession of any legal parcel or premises within any zoning district in the City of Marina to cultivate marijuana except as provided for in this chapter.

No cultivation of Medical or Adult Marijuana at the premises or location shall be visible with the naked eye from any public or other private property, nor shall medical marijuana or any product containing medical marijuana be visible from the exterior of any premises.

No Medical or Adult Marijuana shall be dispensed from a cultivation site and shall not be open to the public.

In no case shall a building intended for residential use be used for the cultivation of cannabis.

The maximum size of any areas of cultivation shall not exceed any restrictions outlined in State law.

Security measures sufficient to restrict access to only those intended and to deter trespass and theft of medical or Adult cannabis or medical or Adult Cannabis products shall be provided and maintained. If on-site security is utilized, Security shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times.

Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage, or inadvertent damage from rodents, pests, or wildlife.

Water conservation measures, water capture systems, or grey water systems shall be incorporated in medical Cannabis cultivation operations in order to minimize use of water where feasible.

A. An Administrative Use Permit for medical Cannabis cultivation shall not be granted by the Appropriate Authority unless all of the following findings are made based on substantial evidence:

1. The cultivation, as proposed, will comply with all of the requirements of the State and City, and any additional conditions of license for the cultivation of medical or Adult cannabis.
2. The cultivation, as approved and conditioned, will not result in significant unavoidable impacts on the environment.
3. The cultivation includes adequate measures that minimize use of water for cannabis cultivation at the site.
4. The cultivation includes adequate measures to address the projected energy demand for Cannabis cultivation at the site.
5. The cultivation includes adequate quality control measures to ensure Cannabis cultivated at the site meets industry standards.
6. The cultivation includes adequate measures that address the federal enforcement priorities for Cannabis activities including restricting access to minors, and ensuring that cannabis and cannabis products are not supplied to unlicensed and unpermitted persons within the State and not distributed out of state.
7. The applicant, property owner, and permittees agree to submit to, and pay for, inspections of the operations and relevant records or documents necessary to determine compliance with this Chapter from any enforcement officer of the City of Marina or their designee.

8. Any person cultivating cannabis shall obtain a valid and fully executed commercial Cannabis Permit pursuant to Chapter 5.04 of the Marina Municipal Code prior to commencing operations and must maintain such permit in good standing in order to continue operations.

9. The owner shall be responsible for ensuring that all commercial cannabis activities at the site operate in good standing with all permits and licenses required by State law. Failure to take appropriate action to evict or otherwise remove permittees and persons conducting commercial Cannabis activities at the site who do not maintain permits or licenses in good standing with the City, County or State shall be grounds for the suspension or revocation of a Use Permit pursuant to Section 19.09 of the City Code.

**19.04 COMMERCIAL CANNABIS TESTING, and MANUFACTURING, OPERATING STANDARD**

It is hereby declared to be unlawful and a public nuisance for any person or persons owning, leasing, occupying, or having charge of possession of any legal parcel or premises within any zoning district in the City of Marina to test, manufacture Cannabis products, or to engage in research and development of cannabis except as provided for in this chapter.

No cannabis or Cannabis products at the premises or location shall be visible with the naked eye from any public or other private property, nor shall medical marijuana or any product containing medical marijuana be visible from the exterior of any premises.

No Medical or Adult Marijuana shall be dispensed from a testing, or manufacturing site and shall not be open to the public.

Security measures sufficient to restrict access to only those intended and to deter trespass and theft of medical or Adult Cannabis or medical or Adult Cannabis products shall be provided and maintained. If on-site security is utilized, Security shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times.

Hazardous materials shall be properly labeled and stored to avoid contamination through erosion, leakage, or inadvertent damage from rodents, pests, or wildlife.

A Use Permit for testing, and manufacturing of Cannabis and cannabis products shall not be granted by the Appropriate Authority or City unless all of the following findings are made based on substantial evidence:

1. The activity, as proposed, will comply with all of the requirements of the State and City, and any additional conditions of license for the testing, manufacturing, or research and development of Cannabis or cannabis products.

2. The use, as approved and conditioned, will not result in significant unavoidable impacts on the environment.

3. The use includes adequate measures that minimize use of water at the site.

4. The cultivation includes adequate quality control measures to ensure cannabis cultivated at the site meets industry standards.

5. The use shall include adequate measures that address the federal enforcement priorities for cannabis activities including restricting access to minors, and ensuring that Cannabis and cannabis products are not supplied to unlicensed and unpermitted persons within the State and not distributed out of state.

6. The applicant, owner, and permittees agree to submit to, and pay for, inspections of the operations and relevant records or documents necessary to determine compliance with this Chapter from any enforcement officer of the City of Marina or their designee.

7. Any person testing, manufacturing or performing research and development operations using cannabis shall obtain a valid and fully executed commercial cannabis business license pursuant to Chapter 5.04 of the Marina Municipal Code prior to commencing operations and must maintain such permit in good standing in order to continue operations.

8. The owner shall be responsible for ensuring that all commercial cannabis activities at the site operate in good standing with all permits and licenses required by State law.

Failure to take appropriate action to evict or otherwise remove permittees and persons conducting commercial cannabis activities at the site who do not maintain permits or licenses in good standing with the City, County or State shall be grounds for the suspension or revocation of a Use Permit pursuant to Section 19.09 of the City Code.

#### 19.05 CANNABIS DISTRIBUTION

Cannabis distribution facilities shall comply with all of the following requirements.

A. Cannabis distribution facilities shall be located only in zoning districts that specifically provide for this use.

B. Cannabis and cannabis products shall only be transported between permitted and licensed commercial cannabis operations.

C. Prior to transporting cannabis or cannabis products, the transporter shall complete an electronic shipping manifest. The shipping manifest shall include the unique identifier information from the cultivation source.

D. A physical copy of the shipping manifest shall be maintained during transportation and shall be made available upon request to law enforcement or any agents of the State or County charged with enforcement of this Chapter.

E. All cannabis uses that require transport licenses under SB94 but that are not Transport and Distribution Only Businesses shall receive a license for transport.

F. Distribution facilities shall maintain appropriate records of transactions and shipping manifests. An organized and clean method of storing and transporting cannabis and cannabis products shall be provided to maintain a clear chain of custody.

G. Security measures sufficient to restrict access to only those intended and to deter trespass and theft of cannabis or Cannabis products shall be provided and maintained. Security measures at distribution facilities shall include, but are not limited to, the following:

1. Prevent individuals from loitering on the premises of the distribution facility if they are not engaging in activity expressly related to the operations of the distribution facility;

2. Store all cannabis and Cannabis products in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and loss;

3. Install security cameras on site; and

4. Provide for on-site security personnel meeting the requirements and standards contained

within Chapter 19.02.070 of the Marina Municipal Code and approval by the Chief of Police.

H. The owner shall be responsible for ensuring that all commercial cannabis activities at the site operate in good standing with permits and licenses required by the Marina Municipal Code and State law. Failure to take appropriate action to evict or otherwise remove permittees and persons conducting commercial medical cannabis activities at the site who do not maintain permits or licenses in good standing with the City, County or State shall be grounds for the modification or revocation of a Use Permit pursuant to Section 19.09 of The City of Marina Code.

I. The transportation and distribution facilities and activities shall be maintained in accordance with the operating plans approved by the City.

#### 19.06 PUBLIC HEARING

Applications for dispensaries shall be subject to a hearing and must provide Public notice of the hearing in accordance with on the application shall be given as provided in Section 17. 78.020. The City Manager or designee shall be the investigating official referred to in Section 17.78.020 to whom the application shall be referred. In recommending the granting or denying of such permit and in granting or denying the same, the City Manager shall give particular consideration to the capacity, capitalization, and complaint history of the applicant and any other factors that in the City Manager's discretion he/she deems necessary to the peace, order and welfare of the public.

19.07 RANKING AND ALLOCATION PROCEDURE AND CRITERIA In the event that multiple applications are submitted for any Cannabis use that is restricted in number, the City Manager or designee shall use the following criteria for recommending to the City Council what applicant shall receive approval to operate.



Businesses seeking a license to operate a dispensary or cultivation operation must submit the following for evaluation:

1. **Business Plan:** Applicants shall submit a Business Plan to the City that outlines an operational and financial plan. The Business Plan should include the names and resumes of key staff, operations plan, financial plan, sales projections and market study. Applicants are encouraged to provide a specific, written plan for how their operation will benefit the community.

2. **Security Plan:** All applicants shall submit a Security Plan outlining how the business expects to address security issues at their location.

3. **Property Owner Approval:** Applicants shall submit proof of approval of the owner of the real property where the proposed dispensary will be located if approved. Applicants are not required to have a signed lease, but a letter from the property owner indicating that:

a. The property owner is aware of and approves the use being proposed.

b. The property owner will lease the property to the cannabis related use upon approval of application.

c. The property owner understands that licenses for cannabis related uses are for one year and can be revoked at the City's sole discretion with or without reason.

4. **Live Scan:** All principle employees of any cannabis related use must obtain a Live Scan and submit the results with their application.

19.08.010 SELECTION CRITERIA:

A. **General Eligibility Review:** In the event that an applicant is unable to meet the minimum eligibility criteria, their application shall be denied. Applicants will be evaluated on the following:

1. **Live Scan Results:** Applicant must not have any criminal convictions that would result in ineligibility as defined in section 19.02.020.

2. Application must be complete to be evaluated. Incomplete applications will be denied and must be resubmitted. Application fees must be paid for resubmittal.

3. Proposed location of business and proof of property owner's approval of use.

4. Indemnification agreement with the City.

B. **Initial Ranking -** The City shall open an application period of not less than 30 days to allow prospective Permittees to submit applications.

1. Applicants will be evaluated on the following criteria:
  - a. Business Plan
    - i. A business plan that demonstrates prior successful business operations (which need not be Cannabis business related) at a similar scale of annual revenue for at least two years and / or capitalization sufficient to insure at least one year of operation will receive five points. A business plan without such demonstration will receive 0 points.
  - b. Local Enterprise & Community Benefits
    - i. Community benefits may include commitment to employ persons who are City of Marina residents. Other community benefits could include a commitment to working with Marina-located businesses (including capital), a commitment to sponsoring nonprofits and / or other similar specific commitments within the Marina community. A maximum of eight points will be awarded, with one point for every City of Marina resident that a business commits to employ, and one point for every specified annual substantial commitment to of the applicant's choice to any non-profit or business within the community.
  - c. Neighborhood Compatibility
    - i. Applicants which demonstrate neighborhood support with a majority of property owners within 250 feet will receive five points. Applicants who do not demonstrate neighborhood support with a majority of property owners within 250 feet will receive zero points.
  - d. Safety and Security Plan
    - i. The Marina Police Department will review the Safety and Security Plan and classify the Plan as inadequate, adequate or exemplary. Plans classified as inadequate will not be permitted to proceed. Plans classified as adequate will receive ten points. Plans classified as exemplary will receive twenty points.
  - e. From the initial ranking, up to twice as many qualified applicants as there are available licenses will be eligible for final ranking, as determined by the aggregate scores of the initial ranking.

### C. Final Ranking

1. The top applicants equal to the number of licenses available will be eligible to apply for a Conditional Use Permit and license to engage in a commercial cannabis business. Qualified applicants from the initial ranking may amend and combine their applications to optimize their scores. If following the opportunity to optimize scores, two or more applicants are tied, both applicants will proceed to the next step.

### D. Use Permit:

1. Applicants shall complete phases 1-3 prior to applying for a Conditional Use Permit and license.
2. At the next available Planning Commission meeting, allowing time for Staff review, a public hearing for each top application shall be held.
3. Members of the public, adjacent property owners and other interested parties will be given the opportunity to present concerns or support, and provide additional consideration for potential permit conditions.

4. Planning Commission will make a recommendation to City Council, including any conditions requested for final decision on awarding Use Permits and License.

5. At the next available City Council meeting, Planning Commission and Staff recommendations will be presented to City Council for final decision.

6. If an available license is not filled for any reason and a business that qualified under phases 1- -3 but was not selected to move forward in the process requests consideration for phase 4, consideration shall be granted in order of ranking.

E. Use Permits for Cannabis Uses are for one year and do not run with land. No vesting of any land use rights are conveyed with any use permit for a Cannabis related use. Holders of use permits shall have the opportunity administratively renew as long as the business has complied with all state and local ordinances and with Conditions of Approval, including the timely payment of all fees and taxes.

F. Cannabis Licenses are for one year and may be revoked at any time for failure to comply with all state and local ordinances, or for failure to comply with Conditions of Approval. Licenses shall have the opportunity to automatically renew as long as the business has complied with all state and local ordinances and with Conditions of Approval, including the timely payment of all fees and taxes.

#### 19.09 ENFORCEMENT

Violations of this Chapter shall constitute a public nuisance and may be enforced pursuant to the provisions of Chapter 17.80 of the Municipal Code any other law or ordinances it deems appropriate.

A. It shall be unlawful for any person to violate any provision, or to fail to comply with any of the requirements, of this Chapter. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter shall be guilty of a misdemeanor. No proof of knowledge, intent, or other mental state is required to establish a violation.

B. Any condition caused or allowed to exist in violation of any of the provisions of this Chapter shall be deemed a public nuisance and shall, at the discretion of City, create a cause of action for penalty pursuant to Chapters 17.80 of this Code, and any other action authorized by law.

C. Each and every violation of this Chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of Marina or otherwise authorized by law. Additionally, as a public nuisance, any violation of this Chapter shall be subject to injunctive relief, disgorgement of any payment to the City of Marina of any and all monies unlawfully obtained, costs of abatement, costs of restoration, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of Marina may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the commercial medical or Adult cannabis activity or persons related thereto, or associated with, the commercial medical or Adult cannabis activity.

#### 19.10 APPEALS PROCESS

A. If the City Manager or his / her designee determines that grounds for suspension or revocation of the Use Permit exist pursuant to section 19.09, the City Manager or his / her designee shall issue a written Notice of Intention to revoke or suspend the Use Permit, as the case may be. The Notice of Intention shall be served on the property owner, as reported on the latest equalized assessment roll, and shall also be served on permittees on the property, as reported on the commercial medical cannabis permits issued pursuant to Chapter 19.02. The Notice of Intention shall be served by either personal delivery or by certified U.S. Mail, postage prepaid, return receipt requested. The Notice of Intention shall describe the property, the intention to revoke or suspend the Use Permit, the grounds for revocation or suspension, the action necessary to abate the violation, the time limit for compliance, and the right to a hearing. The Notice of Intention shall notify the owner and permittees of the opportunity to request a hearing before a Hearing Officer to present evidence as to why the Use Permit should not be suspended or revoked and shall notify them of the 10-day deadline to submit a written request for a hearing.

B. The owner and permittees shall have ten (10) calendar days from the service of the Notice of Intention to submit a written request for a hearing before the Hearing Officer. Failure to submit the written request for a hearing shall be deemed a waiver of the right to challenge the suspension or revocation of the Use Permit and a failure to exhaust administrative remedies. If the hearing is not timely requested, the City Manager or his / her designee may suspend or revoke the Use Permit in accordance with the Notice of Intention.

C. Upon receipt of a timely written request for a hearing, the City Manager or his / her designee shall appoint a hearing officer and set a date for a hearing to be held within 60 days of receipt of the request, unless an immediate threat to the public health, safety and welfare necessitates an earlier hearing date. Notice of the hearing, including the time, date, and location of the hearing, shall be served on the owner and permittees, such service to be accomplished by either personal delivery or by certified U. S. Mail, postage prepaid, return receipt requested.

D. Hearing by the Hearing Officer:

1. The Hearing Officer is authorized to conduct hearings, issue subpoenas, receive evidence, administer oaths, rule on questions of law and the admissibility of evidence, prepare a record of the proceedings, and render decisions on the suspension or revocation of the Use Permit.

2. In any proceeding before a Hearing Officer, oral testimony offered as evidence shall be taken only on oath or affirmation, and the Hearing Officer, his/her clerk, or other designee shall have the power to administer oaths and affirmations and to certify to official acts.

3. All parties to the hearing shall have the opportunity to testify, introduce exhibits, call and examine witnesses, and cross examine opposing witnesses on any matter relevant to the issues.

4. Within thirty (30) calendar days after the close of the hearing, the Hearing Officer shall issue a written decision, including a statement of the basis for the decision. The Hearing Officer's written decision shall constitute the final administrative decision of the City of Marina.

5. In the event a civil action is initiated to obtain enforcement of the decision of the Hearing Officer, and judgment is entered to enforce the decision, the person against whom the order of enforcement has been entered shall be liable to pay the City's total costs of enforcement, including reasonable attorney fees.

6. If neither owner nor any permittee nor their authorized representatives appear at the noticed hearing, such failure to appear shall constitute an abandonment of the hearing request and a failure to exhaust administrative remedies.

#### 19.11 SEVERABILITY

If any word, phrase, sentence, part, section, subsection, or other portion of this Chapter, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Chapter, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The City Council hereby declares that it would have passed this title, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional.

**Section 2. Zoning.** The following changes shall be made to Chapter 17 of the Marina Municipal Code including sections 17.22.030, 17.24.030, 17.28.020, 17.29.030, 17.31, 17.42.030, 17.06.020, 17.20.30 and 17.06.010.O, 17.06.010.P, and 17.06.010.Q.

1. The following sections of Chapter 17. shall have Cannabis Retailer added as land uses with a requirement of a Conditional Use Permit:

- a. 17.28 Airport District (AP-2/3)
- b. 17.29 Business Park (BP)
- c. 17.31 Business Park Small Lot Combining District (BP/P)
- d. 17.22 Retail Business District (C-1)
- e. 17.24 General Commercial District (C-2)
- f. 17.31 Planned Commercial District (PC)
- g. 17.42 Transitional Zoning District (T-B-5)

2. The following sections of Chapter 17 shall have Cannabis Cultivation added as land uses with a requirement of a Conditional Use Permit:

- a. 17.28 Airport District (AP-2/3)
- b. 17.29 Business Park (BP)
- c. 17.31 Business Park Small Lot Combining District (BP/P)
- d. 17.42 Transitional Zoning District (T-B-5)

3. The following sections of Chapter 17 shall have shall have cannabis manufacturing, cannabis distribution and cannabis testing labs added as land uses with a requirement of a Conditional Use Permit:

- a. 17.28 Airport District (AP-2/3)
- b. 17.29 Business Park (BP)
- c. 17.31 Business Park Small Lot Combining District (BP/P)
- d. 17.22 Retail Business District (C-1)
- e. 17.24 General Commercial District (C-2)
- f. 17.31 Planned Commercial District (PC)
- g. 17.42 Transitional Zoning District (T-B-5)

4. Sections 17.06.010.O and 17.06.010.P - These sections of Marina Municipal Code Chapter 17 the code shall be deleted.

5. Section 17.06.010.Q of will be deleted except for the following:

“A qualified patient, with an identification card, as defined in California Health and Safety Code Section [11362.7](#), may cultivate cannabis for noncommercial, personal purposes as set forth in Health and Safety Code Section [11362.77](#) per each qualified patient with an identification card, upon property she or he rents or owns and inhabits, either inside the dwelling or on land included in such rented or owned property or as permitted by the Adult Use of Marijuana Act, which provides that not more than six living marijuana plants may be planted, cultivated, harvested, dried, or processed by a person over the age of twenty-one inside a private residence, or inside an accessory building to a private residence that is fully enclosed and secure and located upon the grounds of the private residence, as an incidental use to the primary private residential use. Nothing in this chapter is intended to, nor shall it be construed to, preclude any landlord from limiting or prohibiting marijuana cultivation by its tenants. The cultivation shall be at a location on the property that is secluded so that it cannot be observed by a member of the public who passes by the property. This chapter shall be administratively enforced. (Ord. 2017-07 (Exh. A (part)), 2017; Ord. 2016-01 §§ 3, 4, 2016; Ord. 2007-03 § 2 (Exh. B), 2007; Ord. 2007-02 § 1, 2007; Ord. 2003-01 § 1 (part), 2003; Ord. 2002-03 § 1 (part), 2002; zoning ordinance dated 7/94 (part), 1994)”

6. Section 17.06.020(A and B) Use regulations shall be as follows:

A. No dancehall, nightclub, commercial club, establishment or business where cannabis products or alcoholic beverages are served or sold for off-sale consumption, commercial place of amusement or recreation, including but not limited to an amusement center or arcade, or place where entertainers are provided whether as social companions or otherwise, shall be established in any zoning district in the city unless a use permit is first secured in each case.

B. A finding of public convenience or necessity is required for an establishment or business where cannabis products or alcoholic beverages are served or sold for on- and/or off-sale consumption within an area of undue concentration. Such finding shall require that selling of alcohol for on and/or off-sale consumption at the subject establishment of business:

1. Will not constitute a public nuisance;
2. Will not occur within six hundred feet of a park, youth center, or school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center that is in existence at the time the license is issued.
3. Will not contribute to law enforcement problems associated with an undue concentration of on and/or off-sale licenses in the vicinity of the subject business or establishment.

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**Section 4: Use Permit.** Use permits for cannabis and cannabis related uses are for one year. No property interest, vested right, or entitlement to receive a future license to operate a medical marijuana business shall ever inure to the benefit of such permit holder as such permits are revocable at any time with or without cause by the City Manager or designee subject to Section 19.09 of Marina Municipal Code shall include the following: All Use Permit holders shall also execute a Development/Operating Agreement annually agreeing to abide to all conditions of approval at all times. The City Manager or designee can terminate a Development/Operating Agreement at any time with or without reason.

**Section 5: Business License.**

1. Section 5.20.020 shall be added to the Marina Municipal Code and state the following: 5.04.401 Cannabis Retailer: All establishments selling Cannabis or Cannabis Related Products for medicinal and adult use shall pay a business operations tax equal to a minimum of 2.5% of annual gross receipts prior to January 1, 2022, and no more than 5% (at the discretion of City Council) beginning January 1, 2022. Payments are due quarterly on July 1, October 1, January 1, and April 1 each year.

2. Section 5.20.030 shall be added to the Marina Municipal Code and state the following: Non-Retail Cannabis Uses: All establishments manufacturing Cannabis related products or processing Cannabis related products, shall pay a business operations tax equal to a minimum of 2% of annual gross receipts prior to January 1, 2022, and no more than 5% (at the discretion of City Council) beginning January 1, 2022. Payments are due quarterly on July 1, October 1, January 1, and April 1 each year.

**Section 6: Development/Operating Agreement.** Section 5.04.403 shall be added to the Marina Municipal Code and state the following: Prior to operating in the City and as a condition of issuance of a Use Permit each Cannabis facility shall enter into an annual development/operating agreement with the City setting forth the terms and conditions under which the Cannabis facility will operate that are in addition to the requirements of this chapter, including, but not limited to payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

**Section 7: Fees.** Section 5.04.403 shall be added to the Marina Municipal Code and state the following:

1. Amend the City Fee Schedule to include "Cannabis Dispensary Application Use Permit Fee" of \$7,000.
2. Amend the City Fee Schedule to include "Non-Dispensary Cannabis Application Use Permit Fee" of \$3,000.

**Section 8. Approval by the Voters.** This Ordinance shall be submitted to the voters at an election to be held November 6, 2018 and shall not be effective until so approved.

**Section 9. Severability.**

A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

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B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

**Section 10. Certification.** Upon the approval by the voters, the Deputy City Clerk shall certify the passage of this Ordinance; and within fifteen days the Deputy City Clerk shall cause it to be posted in the three (3) public places designated by the City Council.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on the 3<sup>rd</sup> day of July 2018 and was passed and adopted by the vote of the people of the City of Marina on November 6, 2018.

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Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk

**APPROVED BY THE FOLLOWING VOTE** of the people of the City of Marina on November 6, 2018.

**YES: 4,351**

**No: 2,130**



February 10, 2023

Item No: **13b**

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of February 22, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,  
APPOINTING MEMBERS TO A NEW TEMPORARY GENERAL PLAN  
ADVISORY COMMITTEE (GPAC) AND ASSOCIATED BYLAWS. THE  
FORMATION OF AN ADMINISTRATIVE COMMITTEE IS EXEMPT  
FROM ENVIRONMENTAL REVIEW PER SEC. 15378 OF THE CEQA  
GUIDELINES.**

**REQUEST:**

It is requested that City Council consider adopting Resolution No. 2023-, approving the establishment of a temporary General Plan Advisory Committee (GPAC) consisting of the following components:

1. Appoint the thirteen (13) individuals from the community on the list included as **EXHIBIT A** in the Resolution. These individuals make up a combination of Council recommendations and general public applications. Staff will verify final membership based on availability and commitment. The total GPAC membership is not to exceed 11-13 in number; and
2. Accept the GPAC bylaws incorporated by reference as **EXHIBIT B** in the Resolution. The bylaws establish meeting protocols, timeframe, and expectations.

**BACKGROUND:**

On October 20, 2022, the City executed an Agreement for Professional Services (Agreement) with Raimi+Associates (R+A) to prepare a comprehensive General Plan Update (GP2045), associated Environmental Impact Report (EIR), and the necessary amendments to Title 17 of the Marina Municipal Code (MMC) as needed. As a component of the engagement and outreach activities identified in the approved Scope of Work (SOW), the GP2045 team (R+A and Planning staff) will conduct a wide variety of outreach and engagement activities including the facilitation of eight (8) to ten (10) meetings of the GPAC to obtain high-level feedback and to serve as a sounding board for content for public workshops.

**ANALYSIS:**

At the GP2045 kick-off study session with the Planning Commission on January 25, 2023, the Council agreed to provide staff with three (3) names each of residents or business/property owners in Marina who they feel would provide a diverse and thoughtful membership on the GPAC and staff would supplement the remainder of the Committee with other community members or a combination of people who are willing and interested in committing to the long-term assignment. The Councilmembers' recommendations were due February 8<sup>th</sup> to staff and an online application was made available to the general public through our social media and web platforms. Staff received 18 names from Council members and several applications from the general public. The final list is a combination of both Council recommendations and public applications.

The basic flow and logistics of the meetings are described in the consultant's SOW (below) and in more detail in the attached Bylaws:

## Task 2.6: General Plan Advisory Committee (GPAC) Meetings

The R+A team will facilitate up to 8 meetings with the GPAC to obtain high-level feedback and to serve as a sounding board for content for public workshops.

The general flow of meetings (and estimated number of meetings) is as follows:

- Introduction, engagement plan, start-up tasks (1 meeting)
- Issues and opportunities (1 meeting)
- Existing conditions (1 meeting) covering subjects such as land use/Specific Plans/zoning; climate/sustainability/SLR; health and EJ.
- Vision and guiding principles (1 meeting)
- Alternatives development and selection (2 meetings)
- Policy development on key topics (1 meeting)
- GP and EIR review (1 meeting)

City staff will provide logistics and communication with GPAC members for this task. This will include sending emails to GPAC members prior to meetings, identifying and coordinating meeting spaces, setting up technology and refreshments (if desired) and on-going communication with GPAC members as necessary. It is anticipated that approximately half of these meetings would occur digitally through a virtual meeting platform such as ZOOM, and participation from community members and GPAC members would be facilitated using hand raising, chat and whiteboard functions. Up to 4 GPAC meetings may be attended in person.

Staff heard from the Council and Planning Commissioners that one of the primary goals of the GPAC is to be inclusive and as diverse as the City itself. With this in mind, Staff tried to include the widest possible array of members based on geographic location (Council district), age, ethnicity, and business ownership. Please note that the GPAC is not the only opportunity to participate in the GPU process. There will be stakeholder interviews and meetings, community workshops, online engagement through surveys and event announcements, pop-up tabling at community events, and social media blasts. Lastly, recommended committee members and those who submitted applications but were not selected will be added to the stakeholder list for direct interviews by the consultant team.

### **FISCAL IMPACT:**

There may be incidental costs to the City outside the GPU budget snacks and other supplies for GPAC meetings.

### **CONCLUSION:**

This request is submitted for City Council discussion and action.

Respectfully submitted,

**REVIEWED/CONCUR:**

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Alyson Hunter, AICP  
Interim Planning Manager,  
Community Development Dept.  
City of Marina

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Guido Persicone, AICP  
Director, CDD  
City of Marina

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Layne P. Long  
City Manager  
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPOINTING MEMBERS TO THE TEMPORARY GENERAL PLAN ADVISORY COMMITTEE (GPAC) AND ACCEPTING THE GPAC BYLAWS.

WHEREAS, on October 20, 2022, the City executed an Agreement for Professional Services (Agreement) with Raimi+Associates (R+A) to prepare a comprehensive General Plan Update (GP2045), associated Environmental Impact Report (EIR), and the necessary amendments to Title 17 of the Marina Municipal Code (MMC) as needed;

WHEREAS, as a component of the engagement and outreach activities identified in the approved contract, the GP2045 team (R+A and Planning staff) will conduct a wide variety of outreach and engagement activities including the facilitation of eight (8) to ten (10) meetings of the 11-13 member GPAC which will provide high-level feedback and serve as a sounding board for content for public workshops;

WHEREAS, at the GP2045 kick-off study session with the Planning Commission on January 25, 2023, the Council agreed to provide staff with three (3) names each of residents or business/property owners in Marina who they feel would provide a diverse and thoughtful membership on the GPAC and staff would supplement the remainder of the Committee with other community members or a combination of people who are willing and interested in committing to the long-term assignment;

WHEREAS, the City Council accepts and appoints the selection of Council-recommended GPAC members incorporated herein as **Exhibit “A”**;

WHEREAS, the City Council accepts the GPAC Bylaws incorporated herein as **Exhibit “B”**; and

WHEREAS, the formation of and appointment to the temporary GPAC and the acceptance of GPAC bylaws are exempt from environmental review per Section 15378(b)(5) of the California Environmental Quality Act (CEQA) as these actions in and of themselves are not a “project” which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

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

1. Appoints the recommended GPAC membership as provided herein (Exhibit A); and
2. Accepts the GPAC Bylaws as presented (Exhibit B).

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 22<sup>nd</sup> day of February, 2023, 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

### Exhibit A

	<b>Name</b>	<b>District</b>	<b>Veteran</b>	<b>Business Owner</b>	<b>Youth</b>	<b>Educator</b>
1	Wesley Haye	2	x			
2	Manjeet Dhillon	3		x		
3	Venetia Rivera	2				x
4	Maya Morrow	2			x	
5	Catina Smith	2				
6	Richard Zhang	1				x
7	Galia Baron	1				
8	Daniel Munoz	4				x
9	Sheila Baker	4		x		
10	Mia Nguyen	4				
11	Cindy Burnham	2				
12	Jhoei Pesadillo					
13	Sean McCluskey	3				

**Exhibit B**

GPAC Bylaws



# *General Plan Advisory Committee – Overview and Ground Rules*

The following ground rules are intended to provide the General Plan Advisory Committee (GPAC or Committee) members with an overview of the purpose and expectations for participation in the General Plan update, as well as a summary of the decision-making process that will be followed. The ground rules are intended to keep the Committee on schedule, as a key part of the General Plan Update project. Each meeting will be facilitated by the City's General Plan Update consultant, Raimi+Associates (R+A) with assistance from City staff.

## **Advisory Committee Purpose**

The City of Marina (City) GPAC will serve as champions of the project throughout the General Plan update process. Guidance related to goals and objectives for all the topics in the General Plan will be discussed with a focus on land use and transportation decisions. It is the GPAC's charge to represent the community's interests in the development of a plan that reflects the vision for the City's future. The Committee will serve as a sounding board for ideas presented by the team and will be asked to come up with creative solutions that address the challenges facing the City today and in the coming 25 years. Committee members are also expected to serve as "ambassadors" for the General Plan by promoting the process, talking with other residents and stakeholders, and assisting with community engagement activities.

## **Membership**

- The Committee consists of eleven (11) – thirteen (13) members. The members are a combination of recommendations from each of the City Council members and members of the general public who submitted applications. The GPAC membership will be appointed by the City Council.
- Committee members are not allowed to select an alternate if they cannot attend a meeting.
- Committee members are appointed to advise on the General Plan update process. This process is expected to run until the end of 2024 but may be extended if needed. The Committee is considered a temporary committee that will be dissolved upon the completion and adoption of the General Plan Update process.
- The GPAC will have a quorum when six (6) members are present. Due to the fact that meetings must occur to keep the General Plan update process on schedule, meetings may be held without a quorum, but without a quorum, the Committee can only receive a presentation or information without discussion or action.

## **Level of Commitment and Responsibility**

- There will be up to ten (10) GPAC meetings during the General Plan update process. The meetings will be held approximately monthly over the next 1.5 – 2 years.

- If a member is absent from two (2) meetings in a row or misses a total of three (3) meetings, the City Council may remove that member and replace them with an alternate.
- Committee meetings will be held on the 1<sup>st</sup> Thursday of the month, in the evening from approximately 6:00 to 8:30 pm. Meeting times and dates may change depending on circumstances. These meetings will be held in-person except for the consultant team which may need to conduct the meeting virtually. City staff will attend meetings in-person.
- Committee members are expected to prepare for, attend and participate in every meeting to the greatest extent feasible. As needed, materials will be provided to members one week prior to each meeting via email. These materials will be the subject of the discussion, so it is important that each Committee member read the materials and come to the meeting prepared to discuss the information.
- Throughout the process, there will be many community engagement activities including public workshops, “pop-up” workshops, surveys, and focus groups. Committee members are also strongly encouraged to attend and assist with all public workshops and other events, as necessary.
- When members cannot attend a meeting of the Committee, they should notify Alyson Hunter, AICP, Interim Planning Manager, at [ahunter@cityofmarina.org](mailto:ahunter@cityofmarina.org) or at (831) 884-1251 as far in advance as possible. Members must be present to participate in consensus decision-making.

## Decision-Making Process

- The Committee will operate in the spirit of consensus. Consensus does not connote 100 percent agreement on every issue, but rather, support for the recommendations taken as a whole. Where no consensus emerges, varying points of view will be presented to the General Plan consultant team and City staff.
- The Committee will play a critical role in guiding the General Plan update process. However, it is only one of many forms of input for decision-making. Additional input will come from public workshops, stakeholder interviews, pop-up workshops, online surveys, focus groups, Planning Commission meetings and City Council workshops. Thus, direction provided by the GPAC may not be the ultimate direction for a particular topic or policy.
- Formal votes will not occur on any topic or specific issue as the purpose of the GPAC is to serve as a sounding board for City staff and the consultants. However, “straw polls” may be taken to understand the direction of the Committee.
- Every member is responsible for communicating their position on issues under consideration. Each member is also encouraged to clearly state their intentions and concerns at the earliest possible time in the course of the discussions.
- Following each GPAC meeting, City staff and the consultants will summarize the direction and conclusions from that meeting. This will be a summary of the meeting; it will not be a transcript listing every comment made by each Committee member. This summary will be included in the meeting minutes that will be reviewed at the following GPAC meeting. This information will be used to set the broad policy direction of the General Plan.
- Committee members may rely on meeting summaries to the extent possible and will refer questions about the views of others to those Committee members.

## Meeting Structure and Basic Conduct

- The Committee will not have a Chair or a Vice Chair – all members are equal. City staff and/or a member of the Raimi + Associates consultant team (the City’s lead General Plan consultant) will act as the facilitators for the meetings, set meeting agendas, and determine the overall direction of the GPAC, in consultation with City staff.
- Committee members will not speak with the press about the General Plan Update. All media requests should be directed to City staff.
- All members agree to participate in good faith, as well as to respect the concerns of the other members. All Committee members are expected to participate in a constructive and professional manner and in a way that encourages constructive dialogue, mutual respect, and a commitment to collaboration. The following points are offered as examples of behavior expected of the GPAC members:
  - Share the floor and make sure all members have an opportunity to express their point of view.
  - Offer respect for different viewpoints and attention when others speak.
  - Share the responsibility of ensuring the success of the process and the quality of recommendations.
  - Make good faith efforts to work towards reaching a consensus.
  - Represent the perspectives, concerns, and interests of agencies or constituencies whenever possible to ensure that agreements and recommendations developed by the group are acceptable to the organizations, agencies, or constituents being represented.
  - Ask questions of each other for clarification and mutual understanding.
  - Verify assumptions when necessary and avoid characterizing the motives of others.
  - Acknowledge and try to understand others’ perspectives.
  - Refrain from side conversations, both during the meeting and between meetings.
  - Silence all electronic devices and refrain from accessing digital platforms (Google, etc.) during the meetings.
  - Concentrate on the content of discussions and allow the facilitator to focus on how to promote productive discussion.
- Unprofessional, divisive, and/or disrespectful behavior during or between meetings will not be tolerated. Members who act in this manner may be removed from the GPAC. Examples of this behavior include:
  - Using foul or profane language in meetings.
  - Making derogatory or disrespectful comments about other members.
  - Yelling during meetings.
  - Frequent and/or disrespectful interruptions.
  - Minimizing the viewpoints of others.
  - Any other behavior that is deemed to be detrimental to Committee or disrespectful of any individual Committee member, consultants, or City staff.



## Public Participation

- The GPAC is governed by the Ralph M. Brown Act. Discussions regarding the subject matter of the Committee should take place during a noticed, public meeting of the Committee. Please refrain from having such conversations outside a noticed meeting. This includes in person meetings, email chains, or social media.
- All GPAC meetings are open to the public and will be noticed on the project website.
- Opportunities for limited public comment will be allowed at the end of each for a period of fifteen (15) minutes. These comments can help inform the Committee about broader public opinion. Public comments will ideally be two minutes per participant but may be modified if more speakers are present than time allows. Time sharing between participants will not be allowed.
- Members of the public will be invited to address the GPAC on items directly related to the discussion held during the Committee meeting.
- Meetings will not run over or reduce GPAC discussion time in exchange for public comment. Individual time allotted to speakers from the public will be determined based on the number of people wishing to provide input.
- Meeting schedules, meeting materials and notes will be published on City's General Plan website.

## Conflicts of Interest

Committee members must comply with all regulations prohibiting participation by officials with conflicts of interest. Under the Political Reform Act, a member may have a disqualifying conflict of interest in a decision if it is foreseeable that the decision will have a financial impact on their personal finances or other financial interests. If a member believes they have a conflict of interest for a topic or property that is before the Committee, the member must recuse themselves by disclosing the conflict, leaving the room when the Committee discusses the item and not participate in the review or consideration of the item for which they have a conflict. Members should contact the City Attorney's office in advance if they have questions or concerns about potential conflicts.

## Information Requests and Direction to Consultants

Relevant information can play an important role in the development of informed consent. At the same time, too much information or information of limited relevance can cause confusion and slow down the process. Where individual members wish to share written or printed information with the larger group, such information should be provided to City staff approximately 1 week and not less than 72 hours prior to any scheduled meeting to allow for duplication and/or distribution prior to the meeting.

In addition, requests for development of significant information or data from Committee members must be raised at scheduled Committee meetings or in writing to City staff. Staff will make reasonable attempts to address information requests by Committee members.

In order for the GPAC to be a productive and valuable part of the larger process, it is important for all the members to benefit from the same information.

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of February 22, 2023

**CONSIDER PUBLIC MEETING FORMAT AFTER FEBRUARY 28, 2023, AND  
PROVIDE DIRECTION TO STAFF**

**REQUEST:**

It is requested the City Council consider the preferred public meeting format and provide direction to staff:

1. For Council meetings:
  - a. Return to in person meetings subject to traditional teleconferencing rules; OR
  - b. Institute hybrid meetings in conformance with AB2449; and
2. For all subsidiary bodies, resume in person meetings bodies due to staffing demands.

**BACKGROUND:**

At the outset of the COVID-19 pandemic, Governor Gavin Newsom issued Executive Order (N-29-20) that allowed teleconferencing exceptions to the Ralph M. Brown Act, Gov’t Code sections 54950–54963 (“Brown Act”) open meeting laws.

On September 16, 2021, the Governor signed California Assembly Bill 361 (“AB 361”) into law, which allowed public agencies to continue to meet virtually via teleconference during a proclaimed state of emergency, without having to meet the quorum, posting, access and other requirements of traditional teleconference meetings under the Brown Act.

On October 17, 2022, the Governor declared the state of emergency will end February 28, 2023. As of March 1, 2023, public agencies will no longer be able to rely on AB 361’s provisions, and will be left with traditional Brown Act teleconferencing rules, as well as the new rules for virtual, remote meetings set forth in Assembly Bill 2449 (AB 2449).

AB 2449 provides complex and restrictive teleconference procedures for a hybrid model of physical and remote attendance for members of local legislative bodies, under certain specified circumstances.

**DISCUSSION:**

***Current Rules through February 28, 2023***

The Governor’s proclaimed state of emergency remains in effect. During this period, the City of Marina (“City”) may continue to meet virtually pursuant to the teleconferencing procedures found in AB 361, as long as the City Council approves a Resolution with certain factual determinations to justify remote or virtual meetings, e.g., the meeting is held during a proclaimed state of emergency and the Council has already determined meeting in person would present imminent risks to the health or safety of attendees.

In compliance with AB 361, and as the state of emergency has remained active, the Council has continued to make findings supporting the teleconference meetings every thirty (30) days.

### ***March 1, 2023 – January 1, 2026***

Effective March 1, 2023, the Council has two options for meeting by teleconference, as summarized below:

1. Traditional Brown Act Teleconferencing Rules.<sup>1</sup>

The City may always determine to meet in person, and rely on the teleconferencing rules that applied pre-COVID. The meeting must be conducted so as to protect the rights of the public appearing before the body or wishing to comment. For example, all members of the public must be able to access the meeting and provide public comment, the teleconference locations must be identified in the agenda and open to the public, copies of the agenda must be posted at all teleconference locations, and all votes must be by roll call. Finally, at least a quorum of the Council who are participating remotely must do so from locations within the City’s jurisdiction.

2. AB 2449’s New Teleconferencing Rules.<sup>2</sup>

At least a quorum of the Council must participate in person from a single physical, public location clearly identified on the agenda and within the City’s jurisdiction. Unless a physical quorum is present, the Council may not utilize the new teleconferencing rules. If the physical attendance quorum requirement is met, AB 2449 permits a Councilmember who is not physically present to request virtual attendance at the meeting under two circumstances: (a) for “just cause” and (b) due to “emergency circumstances.” These meetings require additional staffing.

#### AB 2449 - Remote Participation for “Just Cause”

To attend remotely for “just cause,” a Councilmember must (1) notify the Council at the earliest opportunity of their need for such participation, and (2) provide a general description of the circumstances justifying virtual attendance. The notification may be made as late as the start of a regular meeting, and the Council does not need to take action to allow a member to attend virtually under such circumstances.

A Councilmember has “just cause” for remote participation when:

- There is a childcare or caregiving need (for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner) that requires the member to participate remotely;
- A contagious illness prevents the Councilmember from attending the meeting in person;
- There is a need related to a defined physical or mental disability that is not otherwise accommodated for; or
- Traveling while on official business of the City or another state or local agency.

A Councilmember is limited to two (2) virtual attendances based on “just cause” per calendar year.

#### AB 2449 - Remote Participation Due to an Emergency

A Councilmember must make a request to the Council to allow remote participation due to an emergency circumstance, and must provide a general description of the circumstance justifying such attendance. The request must be made “as soon as possible,” and requires a separate request for each meeting. If the request does not allow sufficient time to be placed on the agenda as a proposed action item, the Council may take action at the beginning of the meeting.

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<sup>1</sup> Gov. Code § 54953 (b)

<sup>2</sup> Gov. Code § 54953 (f)

The Council must take action to approve the remote attendance at the start of the meeting. If the Council votes *not* to accept the virtual attendance, the member may only participate as a general member of the public and cannot vote.

“Emergency circumstances” are defined as “a physical or family medical emergency that prevents a member from attending the meeting in person.” A Councilmember is not required to disclose any medical diagnosis or disability, or personal medical information already exempt from existing law.

#### AB 2449 - Additional General Requirements

AB 2449 imposes the following additional requirements on Councilmembers seeking to appear remotely at public meetings:

1. The Councilmember must publicly disclose whether any other individuals 18 years of age or older are present in the room with the member at the remote location, and the general nature of the member’s relationship with any such individuals;
2. A Councilmember must participate through both audio and visual technology; and
3. A Councilmember’s remote participation cannot be for more than three (3) consecutive months or twenty percent (20%) of the regular Council meetings within a calendar year.

Coordination will be important to ensure a physical quorum of the Council will be present before each hybrid meeting. Further, to ensure compliance with the law, staff will need to track each Councilmember’s request, how often a member has participated remotely and the reason for remote participation.

In addition to the above substantive requirements for virtual meetings, AB 2449 imposes the following requirements:

- The City must provide either a two-way audiovisual platform or a two-way telephonic service and a live webcasting of the meeting so that the public may remotely hear, observe, and address the Council during the meeting.
- The Council must also provide notice and post agendas as otherwise required under the Brown Act and must indicate how the public may access the meeting and offer comment. The agenda must identify and include an opportunity for all persons to attend via a call-in option, an internet-based service option, and at the in-person location of the meeting.
- Public access only needs to be assured at the teleconference location identified as the singular physical location at which a quorum of the Council will conduct the meeting.
- An individual may be required to register for public comment before being allowed to provide public comment, where a third-party platform (such as Zoom or Microsoft Teams) is employed.
- The Council must implement procedures for receiving and swiftly resolving requests for reasonable accommodations for individuals with disabilities.
- No action can be taken if a disruption event prevents the Council from broadcasting the meeting.

#### ***January 1, 2026, and Beyond***

After January 1, 2026, and unless further legislation is adopted, only the pre-pandemic, traditional Brown Act teleconferencing rules will remain in effect.

**CEQA:**

Direction as to the process for public meetings under the Brown Act is not subject to California Environmental Quality Act (CEQA) as it is not a “project” pursuant to Section 15378 of the CEQA Guidelines.

**CONCLUSION:**

Hybrid meetings may allow for more public participation as there are opportunities to attend in person or remotely. Councilmembers are also afforded some flexibility to participate remotely in limited circumstances.

Due to the need for additional staffing and the burdensome tracking requirements for hybrid meetings, however, it is recommended that all subsidiary legislative bodies of the City return to in-person meetings.

This request is submitted for City Council consideration and action.

Respectfully submitted,

*Heidi A. Quinn*

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Heidi Quinn  
Interim City Attorney  
City of Marina

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of February 22, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,  
APPROVING AN AGREEMENT WITH TBWBH PROPS & MEASURES  
FOR CONSULTING SERVICES TO ASSIST WITH PUBLIC  
ENGAGEMENT, COMMUNITY OUTREACH AND MESSAGING  
MATERIALS FOR A POTENTIAL BOND MEASURE FOR THE  
CONSTRUCTION OF POLICE/FIRE/COMMUNITY CENTER CITY  
FACILITIES.**

**REQUEST:**

It is recommended that the City Council consider:

1. Adopting Resolution No. 2023-, approving an agreement with TBWBH Props & Measures for consulting services to assist with public engagement, community outreach and messaging materials for a potential bond measure for the construction of police/fire/community center city facilities; 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.

**BACKGROUND:**

On January 25, 2022, the City Council held a special city council meeting to discuss unmet facilities, infrastructure, public safety and staffing needs and possible funding options and strategies to address these needs. (“**EXHIBIT A**”).

Over the next five months, the City Council held many discussions and outreach meetings with the community including an opinion survey (“**EXHIBIT B**”) conducted by FM3 Research. Over the course of these community meetings, it was decided that a new fire station (including a ladder truck), a police station and community center/city hall facility needed to be built. The estimated cost to build all these facilities was estimated to be around \$50 million dollars and that a General Obligation Bond which requires a 2/3 majority approval by the voters was the best option to move forward with construction of these facilities.

At the July 6, 2022 City Council meeting, the Council directed staff to bring back to the Council for approval a \$50 million General Obligation Bond to be placed on the November 8, 2022 ballot. The ballot measure language would read as follows:

“Marina emergency response, public safety, essential city services measure, - To ensure 9-1-1 emergency/medical/fire/disaster response, public safety by building a fire station, and a police station and improve essential services by building an earthquake-safe community center/city hall, shall the City of Marina’s measure authorizing \$50,000,000 in bonds at legal rates, levying \$74 per \$100,000 of assessed value, providing \$2,960,000 annually while bonds are outstanding, requiring public spending disclosure, oversight, all funds spent locally, be adopted?”

The direction from Council also included a discussion to engage a consulting firm to assist with the public engagement and education efforts for the potential General Obligation Bond ballot measure.

After reaching out to two consulting firms whose work primarily focuses on educational efforts for ballot measures, and after reviewing the opinion survey results from FM3 with both consulting firms, both of these firms recommended that the City not move forward with placing a measure on the ballot for November 2022, and instead continue with public engagement and education efforts to try and build more support, and possibly look at holding a special election for fiscal year 2023 or wait until the March 2024 primary or November 2024 presidential election.

**ANALYSIS:**

The City Council has directed staff to move forward with public engagement efforts regarding constructing new city facilities. The first step would be to hire a consulting firm to lead and assist with this public outreach and development of educational materials. It's expected this would include preparation of materials assessing and establishing community needs, direct mailers, social media outreach, video work, website updates, public service announcements, stakeholder and community meetings etc.

Attached (“**EXHIBIT C**”) is a proposal from TBWBH Props & Measures. They work on a fixed-fee basis of \$6,500 per month. Included in this fee is the preparation of materials assessing and establishing community needs, development of direct mailers, social media outreach, website updates, public service announcements, stakeholder and community meetings, etc. Other hard costs including printing, postage, video or advertising costs are additional to the fixed fee and are billed at cost. The total cost for TBWBH Props & Measures for the next eight months would be for an amount not to exceed \$75,000.

After all the public engagement and outreach, another opinion survey would be conducted and based on the survey results a decision would be made on whether to place a General Obligation Bond on the ballot and which election (special, primary or general) would be the appropriate timing for the measure to succeed.

Based on the previous financial information for a General Obligation Bond, it was estimated that the cost to the average household owning a residential home in Marina would be about \$29 per month or \$350 per year.

**FISCAL IMPACT**

It's estimated that a consultant will cost up to \$75,000 depending on the public engagement and education materials and efforts required. This will be funded from unallocated fund balance.

**CONCLUSION:**

This request is submitted for City Council consideration and approval.

Respectfully submitted,

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Layne Long  
City Manager  
City of Marina

RESOLUTION NO. 2023-\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AN AGREEMENT WITH TBWBH PROPS & MEASURES FOR CONSULTING SERVICES TO ASSIST WITH PUBLIC ENGAGEMENT, COMMUNITY OUTREACH AND MESSAGING MATERIALS FOR A POTENTIAL BOND MEASURE FOR THE CONSTRUCTION OF POLICE/FIRE/COMMUNITY CENTER CITY FACILITIES

WHEREAS, On January 25, 2022, the City Council held a special city council meeting to discuss unmet facilities, infrastructure, public safety and staffing needs and possible funding options and strategies to address these needs.

WHEREAS, At the July 6, 2022, City Council meeting, the Council directed staff to bring back to the Council for approval a \$50 million General Obligation Bond to be placed on the November 8, 2022 ballot.

WHEREAS, the direction from Council also included a discussion to engage a consulting firm to assist with the public engagement and education efforts for the potential General Obligation Bond ballot measure

WHEREAS, The City Council has directed staff to move forward with public engagement efforts regarding constructing new city facilities. The first step would be to hire a consulting firm to lead and assist with this public outreach and development of educational materials.

WHEREAS, it is estimated that a consultant will cost up to \$75,000 depending on the public engagement and education materials and efforts required. This will be funded from unallocated fund balance.

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

1. Approve an agreement with TBWBH Props & Measures for consulting services to assist with public engagement, community outreach and messaging materials for a potential bond measure for the construction of police/fire/community center city facilities; 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 22<sup>nd</sup> day of February 2023 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

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Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk



January 21, 2022

Item No.

Honorable Mayor and Members  
of the Marina City Council

Special City Council Meeting of  
January 25, 2022

**CITY COUNCIL DISCUSSION REGARDING UNMET COMMUNITY FACILITIES, INFRASTRUCTURE, PUBLIC SAFETY & STAFFING NEEDS AND POSSIBLE FUNDING OPTIONS AND STRATEGIES TO ADDRESS THESE NEEDS AND PROVIDE DIRECTION TO CITY STAFF**

**REQUEST:**

It is requested the City Council consider:

1. Have a discussion regarding unmet community facilities, infrastructure, public safety & staffing needs and possible funding options and strategies to address these needs and provide direction to city staff.

**DISCUSSION:**

In October 2021, the final budget for fiscal years 2021/22 and 2022/23 was adopted. As part of the budget process, many public meetings and hearings were held including a community survey. In these meetings many unmet community needs were discussed. In adopting the budget which includes a capital improvement program, the City Council ranked/prioritized and funded some of the most important/urgent identified needs of the community which were able to be funded through our existing revenue sources. Attached is this priority list. However, there are other community facilities, road and park infrastructure, public safety and new staffing needs that were identified and discussed, but were not able to be funded due to lack of revenue. The City Council gave direction to staff to schedule a special study meeting to discuss these unmet needs and explore possible funding options to address these needs which may include a future ballot measure for the public to vote.

**Facility Needs**

**City Hall, Community Center, Council Chambers, Community Development Annex**

The current city hall and city council chambers are actually double-wide trailers hooked together that were installed at the civic center site back when the city was incorporated in 1975. The original plan was to start building a city hall within the next year. When the City's General Plan was adopted back in the year 2000, again the building of a civic center was included as a top priority and several sites were identified including Locke Paddon Park.

These buildings are now over 45 years old and need significant maintenance, ADA updates, and repairs over the next five years just to be able to continue to be used. As the city has developed and city staff has grown over the years, the building space is not sufficient to accommodate existing and future needed staff positions. Additionally, with the new work environment changes that will be required to accommodate current and future COVID conditions, the existing space needs to be reconfigured to address safety needs for employees and the public.

The estimated cost just to address the minimum maintenance, ADA, repair and renovations needed to continue to work in these facilities is estimated at \$7 million. This will leave a building that is still 45 years old that will not meet current and future space and staffing needs.

A site has been identified in the City's General Plan at Locke Paddon Park next to the library that can easily accommodate the construction of a new city hall. The very rough estimated cost to do this would be approximately \$20 million dollars. We are working with a consultant to refine the costs better and will have updated costs at our Tuesday meeting.

Most cities across the country are never able to save up funds to build new facilities. If a city is trying to save up funds, usually the increase in construction costs and cost of living outpace your ability to save. Additionally, if a city tries to save up for facilities it often creates inequity in the community. A generation or longer of residents will pay taxes into a savings or reserve fund for a facility or desired need, but they will not be able to experience the quality of life improvement or use of that facility. Most facilities are built by cities by issuing some type of debt or bond issuance.

#### Police and Fire Facility

The existing police and fire station was built over twenty (20) years ago. It was designed and built to meet the needs of the community at that point in time, but as the city has grown over the past 20 years, the current building and location of the building will not meet the future public safety needs of the community.

In 2020 a fire study was completed that analyzed the city's fire suppression, medical, and rescue operations; assessed the safety needs of the community; and identified hazards, risks, and challenges of the community. The study made recommendations to improve the delivery of fire and emergency services to the community.

The recommended time for a first fire response unit to arrive on the scene of a fire or medical emergency is 5 minutes 20 seconds. This includes dispatch and putting on turnouts time. Actual time driving from a fire station needs to be 4 minutes. The current performance of the Marina fire department is 8 minutes. To meet some of these needed standards a fire department needs to have sufficient staffing, and the departments fire resources (fire engines) need to be located close enough to the required service areas so that effective response times can occur within the identified time frames.

As cities incorporate and begin to grow, a fire station is typically located in the heart or center of the city so that adequate response times can be met. However, as cities develop and spread out, the fire station located in the center of the city, often is no longer able to provide adequate response times to the newly developed areas of the community. This is exactly what is happening to Marina, particularly in the Dunes, Sea Haven and Abrams Park areas. The Presidio of Monterey (POM) Fire Department which is currently located in Seaside on General Jim Moore Blvd is closest to these areas and typically is the first responder to arrive on scene. This station will be closing in 18 months, and after that, the Dunes, Sea Haven and Abrams Park areas will not be able to have adequate fire and medical response times due to the location of fire stations in Marina. The attached graphs show Marina's current areas of 4 minute response time and what these areas will be like when the POM station relocates.

Additionally, the current Marina fire station was built too small and a ladder truck, which is one of the priority needs of the city, cannot fit in this station. It is critical that a new headquarter fire station be built that can house a ladder truck and is located in the area around California Avenue and Imjin Parkway to provide needed fire and medical coverage to the southern areas of Marina including Sea Haven, Dunes, Abrams Park and future annexed areas of the city.

In the near term, the existing headquarters fire station on Palm Avenue needs to be relocated to the north end of the city in the Vince DiMaggio Park area.

The estimated cost of a new fire headquarters station is \$10 – 15 million. In addition to a fire station, a \$ 1.5 million fire ladder truck needs to be purchased.

### Police Facility

A new police facility can be build built as part of the new city hall facility and that portion of the cost is estimated to be \$ 12 million.

### Other City Facilities

Other needed city facilities that have been identified are:

- Upgrades to community center, teen center, skate park - \$ 1 million
- Senior Center - \$ 3-5 million. This could be included in a city hall building plan
- Sports Center \$ 3.5 – 4 million. Funded from FORA escrow bonds
- Aquatic Center \$ 8 – 10 million
- Arts Village \$ 3 – 5 million
- Hockey Pavillion \$ 3 million

### Unmet Current Staffing Needs

While all city departments will need to add staffing as continued growth of the community and service demands increase, as established by city policy, new staff must be funded by ongoing revenue growth and not one-time revenues. This is why economic development and growth of our tax base is so critical to our city.

Currently, we have service level demands from the community that we are unable to meet due to lack of staffing and funding to support that staffing. These current needs include:

- Firefighters (3) to increase staffing from 2<sup>nd</sup> engine company from 2 firefighters to 3 per engine company - estimated annual cost \$500,000
- Deputy Chief/Fire Marshall – estimated annual cost \$125,000
- Affordable Housing/ Lease/ Grants Manager – estimated annual cost \$150,000
- Human Resources/ Risk Management/ Liability Manager/Director – estimated cost \$200,000
- Public works maintenance workers (4) – estimated cost \$100,000 each
- Associate Engineer – estimated cost \$155,000
- Code Enforcement Officer – estimated cost \$100,000

### Street Infrastructure

The city has implemented a pavement management street repair program with a goal of getting the condition of all city streets up to a rating of 70. Under this system a brand new street has a rating of 100 and a street undriveable is rated 0. Currently, the city is allocating \$1.6 million annually from the General Fund, \$600,000 annually from measure X funds, and \$400,000 annually from State road maintenance funds for a total of \$2.6 million annually to repair streets. While we have made significant improvements to our streets with these additional funds to our street programs, with our current funding we are still unable to fix 26 identified streets in the city that over the next three years will need to be completely reconstructed.

To fund the repair of these streets the city will need to issue a bond and pledge the \$600,000 annually from Measure X funds to make the annual debt service payments of this bond. This bond will be approximate \$7 – 8 million dollars. This still will require that the city come up with approximately an additional \$4-5 million to repair these streets.

**Additional Fund or Revenue Options**

The State of California by law gives cities four primary tax revenue sources in order to operate and meet the service demands and infrastructure needs of their community; sales tax, property tax, transient occupancy tax (TOT, hotel tax) and utility users tax (UUT). The City of Marina has established it's sales tax rate at the maximum allowed by State law, it has established it's TOT tax at 14%, property tax is established at 1% of assessed value, and the city does not have a utility users tax.

Most cities in the State and every city in Monterey County except one, has a utility user tax. The utility user tax is a primary tax source that other cities use to meet service and infrastructure demands. The City of Marina previously had a utility user tax but the citizens voted this down years ago. The lack of this primary tax source (especially over time) certainly contributes to the unmet facility and infrastructure needs of the city.

The attached exhibit is an estimate of additional revenue the city could generate with a UUT. It also shows the bonding capacity if the city were to pledge this revenue source to a bond. All tax increases must be approved by the voters. With a 6% UUT, the City of Marina would generate another \$1.6 million annually in taxes.

Another revenue source would be issuing a General Obligation Bond. A general obligation bond is paid by increases to property taxes. School districts typically use this funding source to pay for new schools and maintenance and repair of schools. The library in Marina was built by a general obligation bond. The following shows the estimated property tax increase with different levels of a general obligation bond.

- \$30 million GO bond - \$5.25 per month (\$63 annually) per \$100,000 assessed property value
- \$40 million GO bond - \$7.00 per month (\$84 annually) per \$100,000 assessed property value
- \$50 million GO bond - \$8.75 per month (\$105 annually) per \$100,000 assessed property value.

If a home in Marina had an assessed property value of \$600,000 they would pay an additional \$31.50, \$42.00 or \$52.50 per month depending upon the size of the bond.

The city could look at bringing an issue like this to the voters as early as June in a special election or in November at a regular election. While it's difficult to tax about tax increases, especially as we are recovering from the COVID pandemic, if we are ever as a community going to address aging facility and infrastructure needs we must have this discussion.

Respectfully submitted,

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Layne P. Long  
City Manager  
City of Marina








# Opinions on Local Funding Options for the City of Marina

*Highlights of a Survey of Likely Voters*



OPINION  
RESEARCH  
& STRATEGY

# Survey Specifics and Methodology <sup>EXHIBIT B</sup>

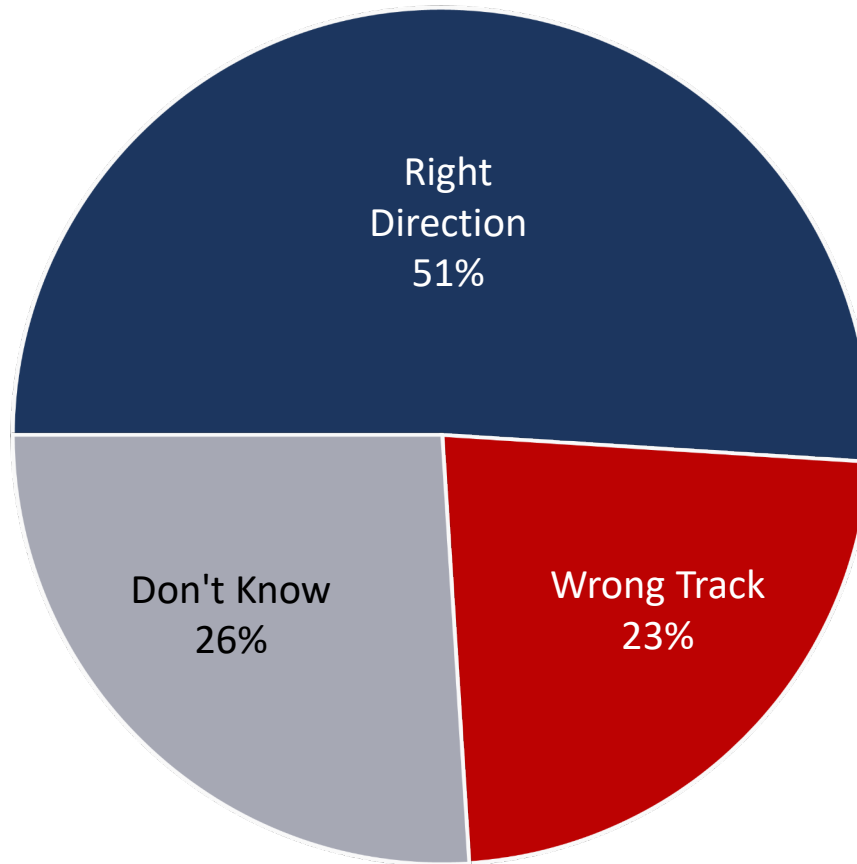
<b>Dates</b>	June 22 - July 7, 2022
<b>Research Population</b>	Likely November 2022 voters in the City of Marina
<b>Total Interviews</b>	301
<b>Margin of Sampling Error</b>	(Full Sample) $\pm 5.7\%$ at the 95% Confidence Level
<b>Contact Method(s)</b>	 Telephone Calls  Email Invitations  Text Invitations
<b>Data Collection Mode(s)</b>	 Telephone Interviews  Online Interviews
<b>Survey Tracking</b>	July 2016

*(Note: Not All Results Will Sum to 100% Due to Rounding)*

# General Community Attitudes

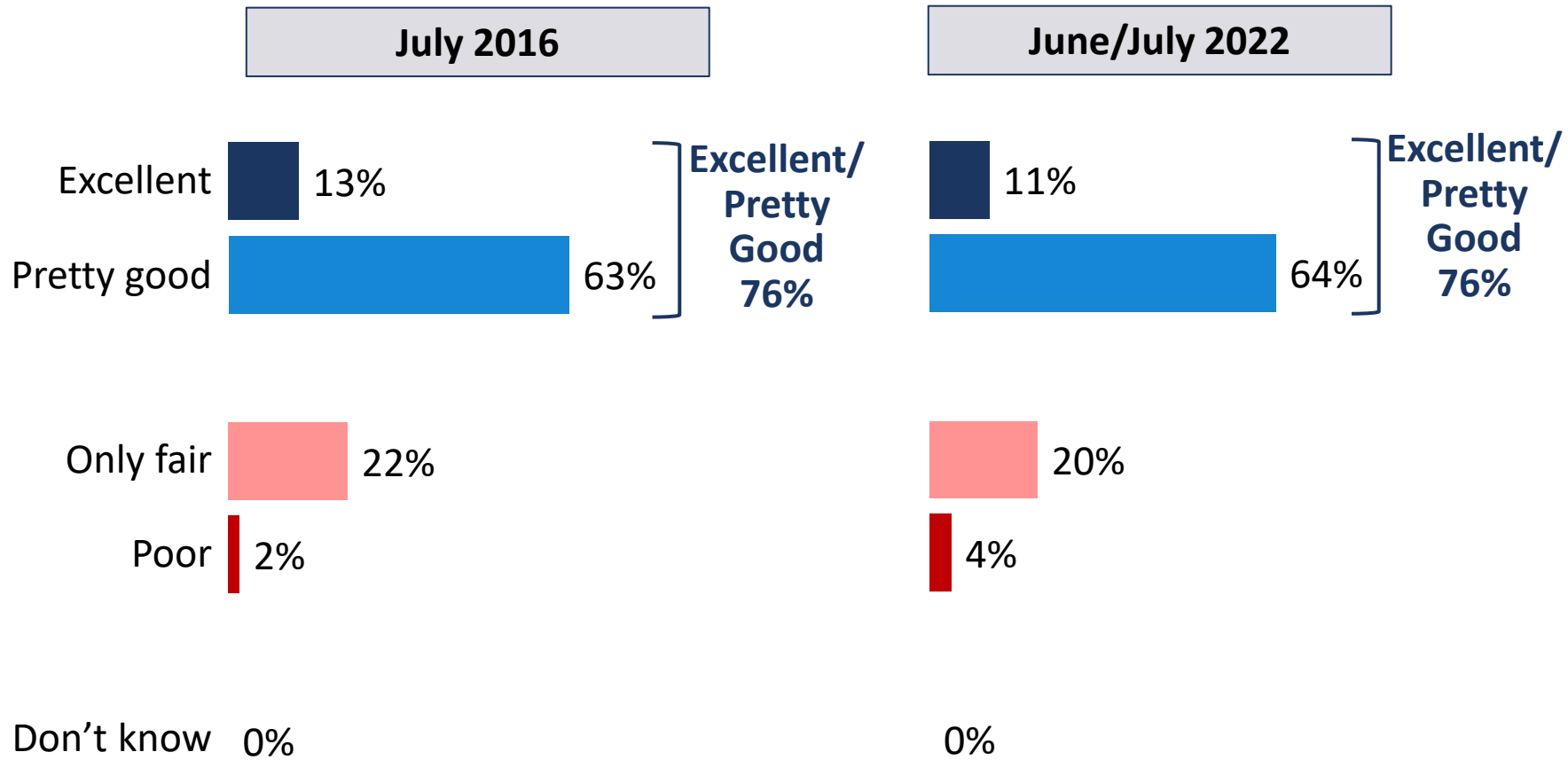
# Half of likely voters in the City of Marina think things in the City of Marina are headed in the right direction, a high rating for a California city, and which is backed up by the results of other questions.

*Do you think things in the City of Marina are headed in the right direction or are they off on the wrong track?*

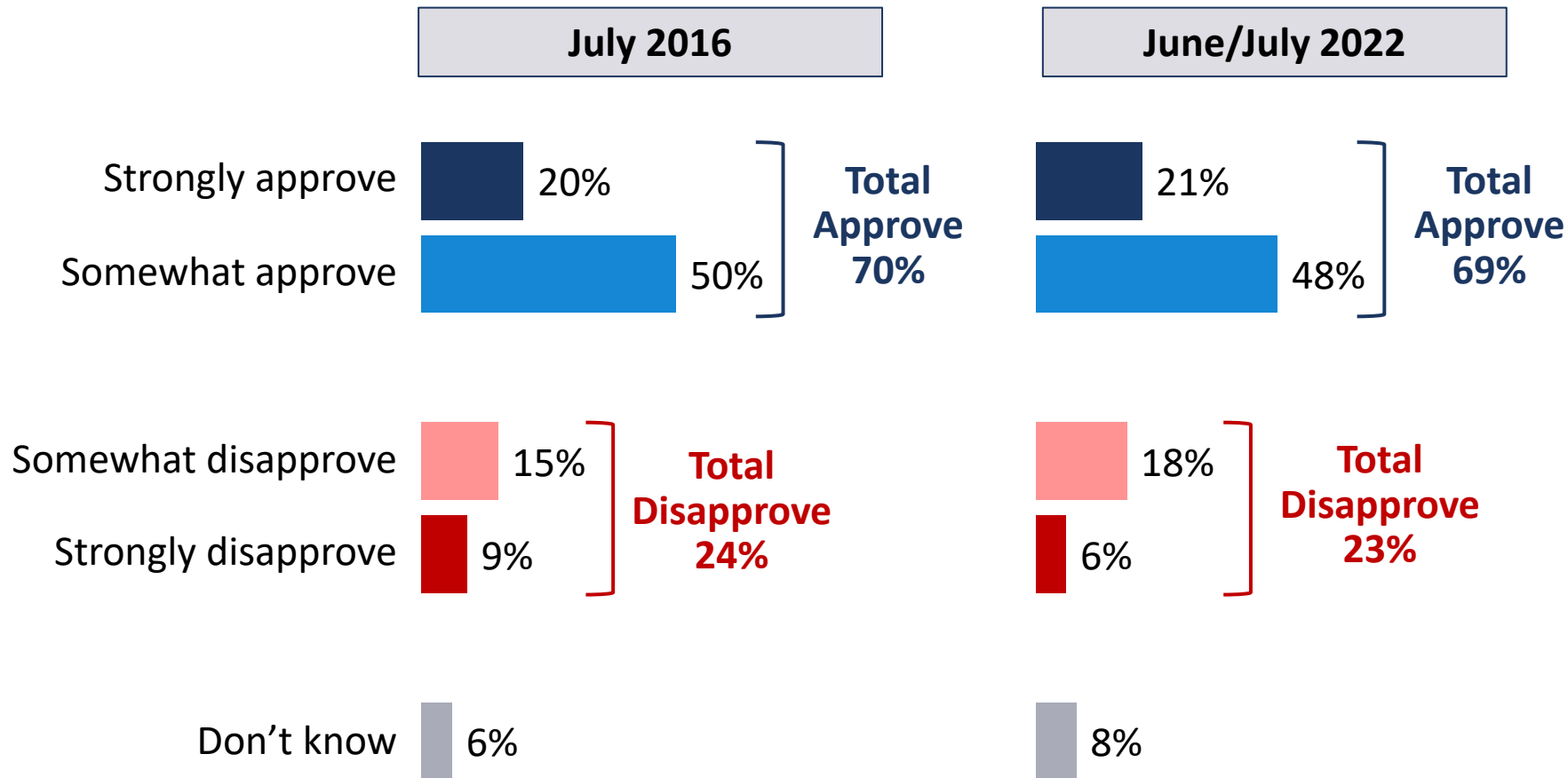




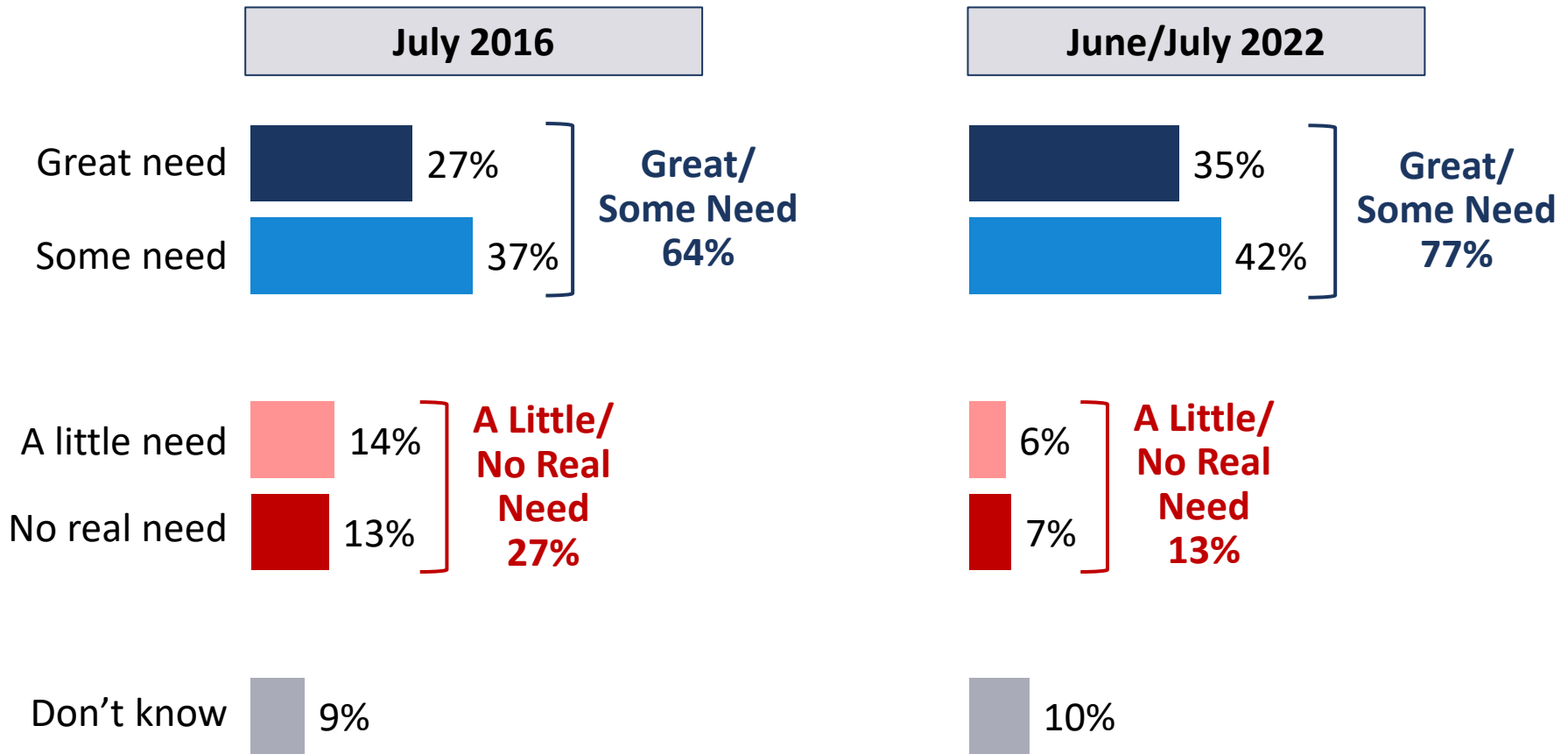
# More than three-quarters describe the quality of life in Marina as excellent or pretty good, similar to the 2016 survey.



# Seven-in-ten voters continue to approve of the job being done by the City of Marina.



# More than seven-in-ten voters perceive that the City has at least some need for additional funding, which is up notably from the 2016 survey.



# **Initial Ballot Measure Opinions**

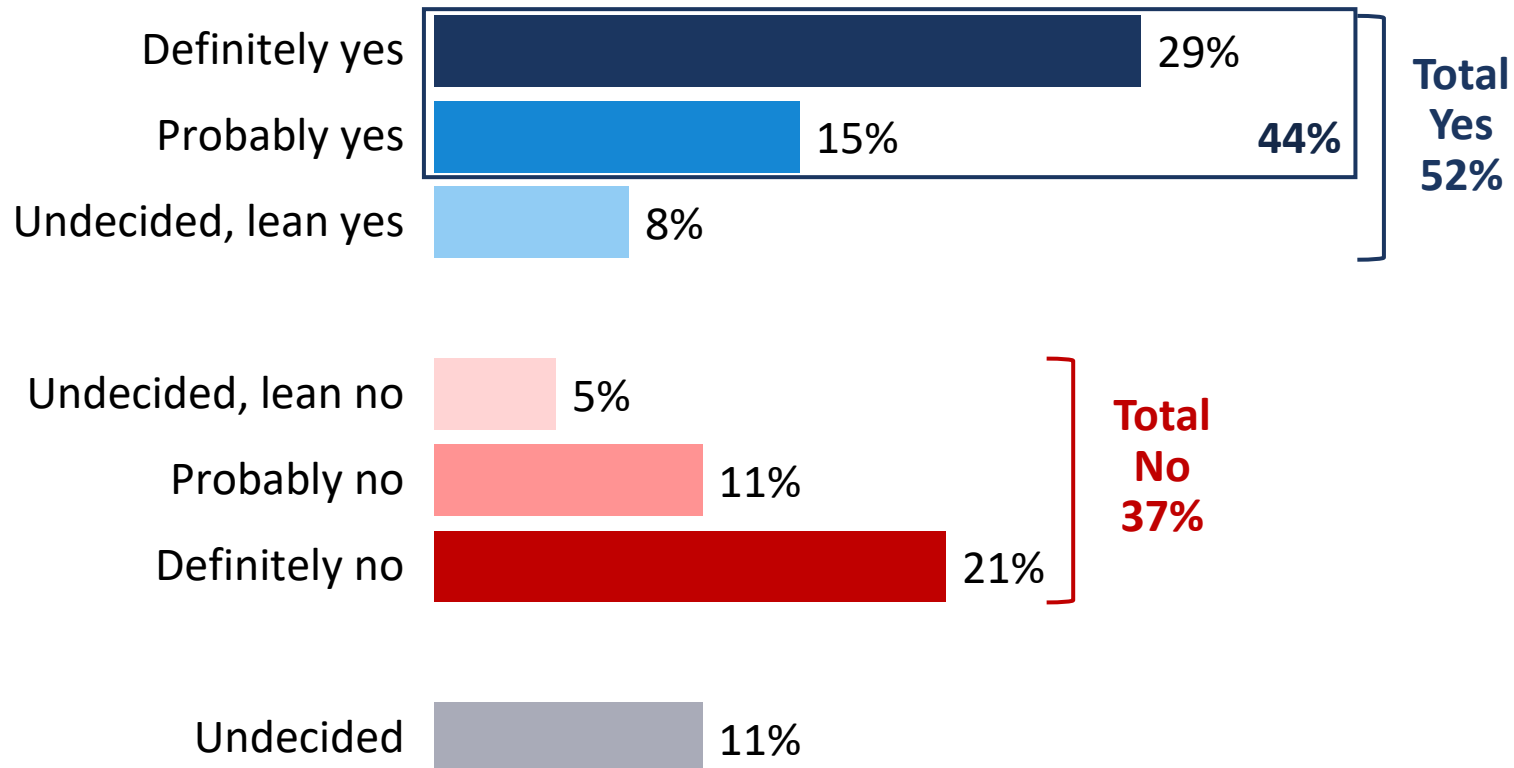
# Hypothetical Ballot Question Tested in Survey

EXHIBIT B

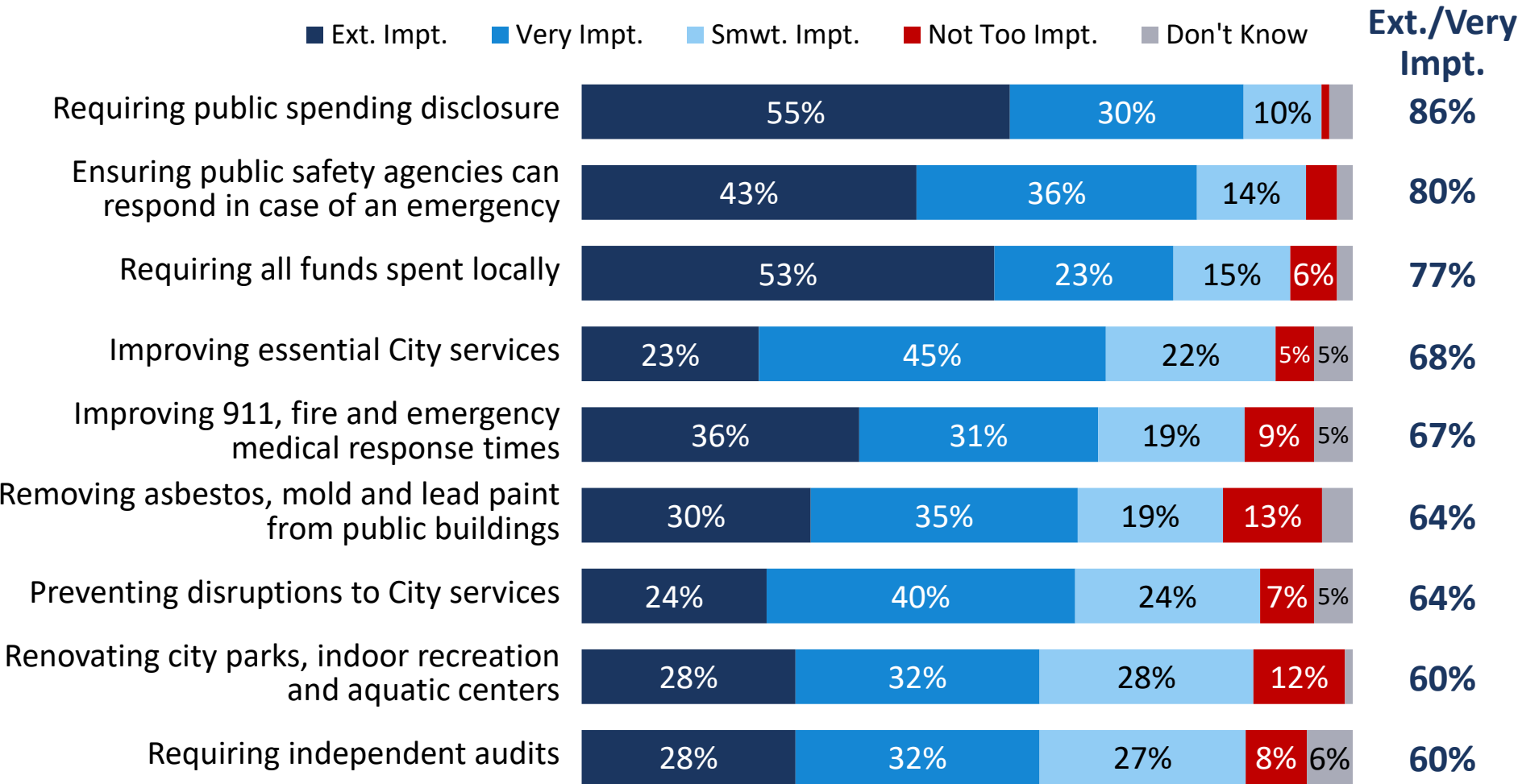
## MARINA EMERGENCY RESPONSE, PUBLIC SAFETY, ESSENTIAL CITY SERVICES MEASURE

To improve 911 emergency/natural disaster response, public safety by building a fire station, upgrading police station; improve local essential services/senior services by establishing an earthquake-safe Community Center, shall the City of Marina issue \$50,000,000 in bonds at legal rates, levy \$105 per \$100,000 of assessed value, providing \$3,000,000 annually while bonds are outstanding, requiring public spending disclosure, independent oversight, all bond measure funds for Marina?

# A majority of voters initially support the measure, but it falls well short of the two-thirds threshold necessary for passage.



# The top priorities for the measure include emergency response, improving essential City services, and removing hazardous materials from public buildings, along with fiscal accountability.



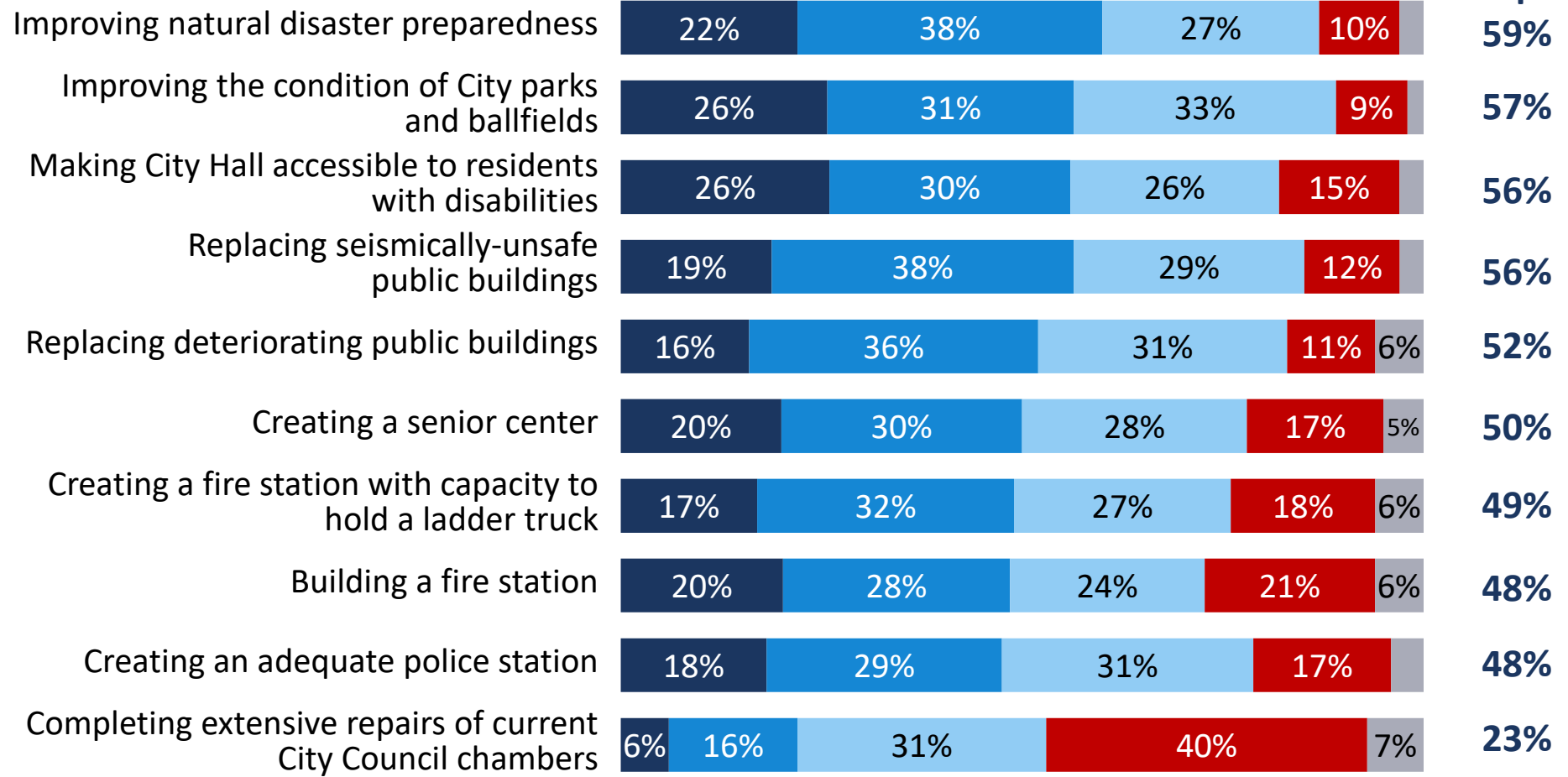
Q6. I am going to read you a list of specific City projects and services that could be funded by, or provisions included in, the measure you just considered. Recognizing that there will not be enough funding for all of these projects, please tell me how important each one is to you: extremely important, very important, somewhat important, or not important.

# Voter Priorities, Continued

EXHIBIT B

■ Ext. Impt. ■ Very Impt. ■ Smwt. Impt. ■ Not Too Impt. ■ Don't Know

Ext./Very Impt.



Q6. I am going to read you a list of specific City projects and services that could be funded by, or provisions included in, the measure you just considered. Recognizing that there will not be enough funding for all of these projects, please tell me how important each one is to you: extremely important, very important, somewhat important, or not important.

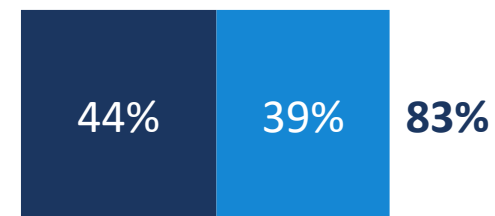


# Impact of Information

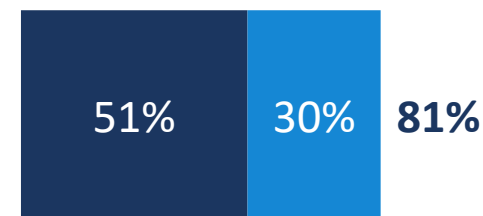
# The most compelling themes about the measure include fiscal accountability, the condition of the City Hall offices, and inadequacy of the fire station.

■ Very Conv. ■ Smwt. Conv.

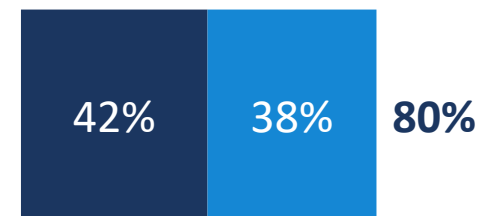
**(ACCOUNTABILITY)** This measure includes strict accountability provisions to ensure funds are used as promised, such as requiring public disclosure of all spending, independent audits, and a fiscal oversight committee of local residents. And by law, all funds must be used to benefit Marina residents and cannot be taken by the County, State or federal government.



**(COMMUNITY CENTER)** When Marina first became a city in 1975, a few temporary, portable buildings were set up to operate as the City Hall offices. The plan was to replace them in about six months. But, 47 years later those temporary portable buildings are still being used to house our city services, despite the fact that they are deteriorating, are not accessible for residents with disabilities, have mold, asbestos, leaky roofs, are not earthquake safe, and do not provide adequate space to host our local services. It is beyond time to create a real City Hall to serve all Marina residents.



**(FIRE)** Over the last eight years the fire service workload has increased by more than 50%. But our City relies on two old, inadequate fire stations with safety concerns, that are in the wrong location to meet response times needed for fire and medical emergencies. What's more the fire station in Seaside which provides backup support in our city is being moved farther away. This measure would help maintain and improve our public safety as Marina grows.

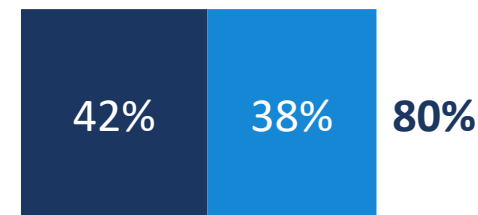


Q7. I am going to read you some statements from both supporters and opponents of the **MARINA EMERGENCY RESPONSE, PUBLIC SAFETY, ESSENTIAL CITY SERVICES MEASURE**. First, I am going to read some statements from people who support the measure. Please tell me whether you find it very convincing, somewhat convincing, or not convincing as a reason to support this measure on a future ballot.

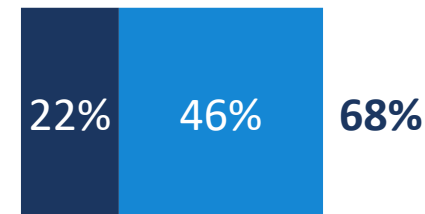
# The importance of the measure for emergency medical response times resonates strongly as well.

■ Very Conv. ■ Smwt. Conv.

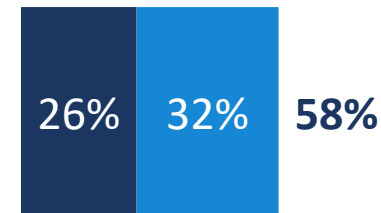
**(RESPONSE TIMES - MEDICAL)** When you have an emergency, seconds count. In 2021, 80 percent of calls to the Marina Fire Department were related to medical emergencies. But response times for some areas of the city are close to 8 minutes. This measure provides funding to build a much-needed, additional fire station in Marina, so all residents can get the timely 911 response they need.



**(QUALITY OF LIFE)** Marina is a place where people desire to work, live and raise families. However, we need to invest in our fire and police protection, and community center to be able to provide high-quality essential City services. This measure will help protect residents and maintain our community as a safe, clean place to live.

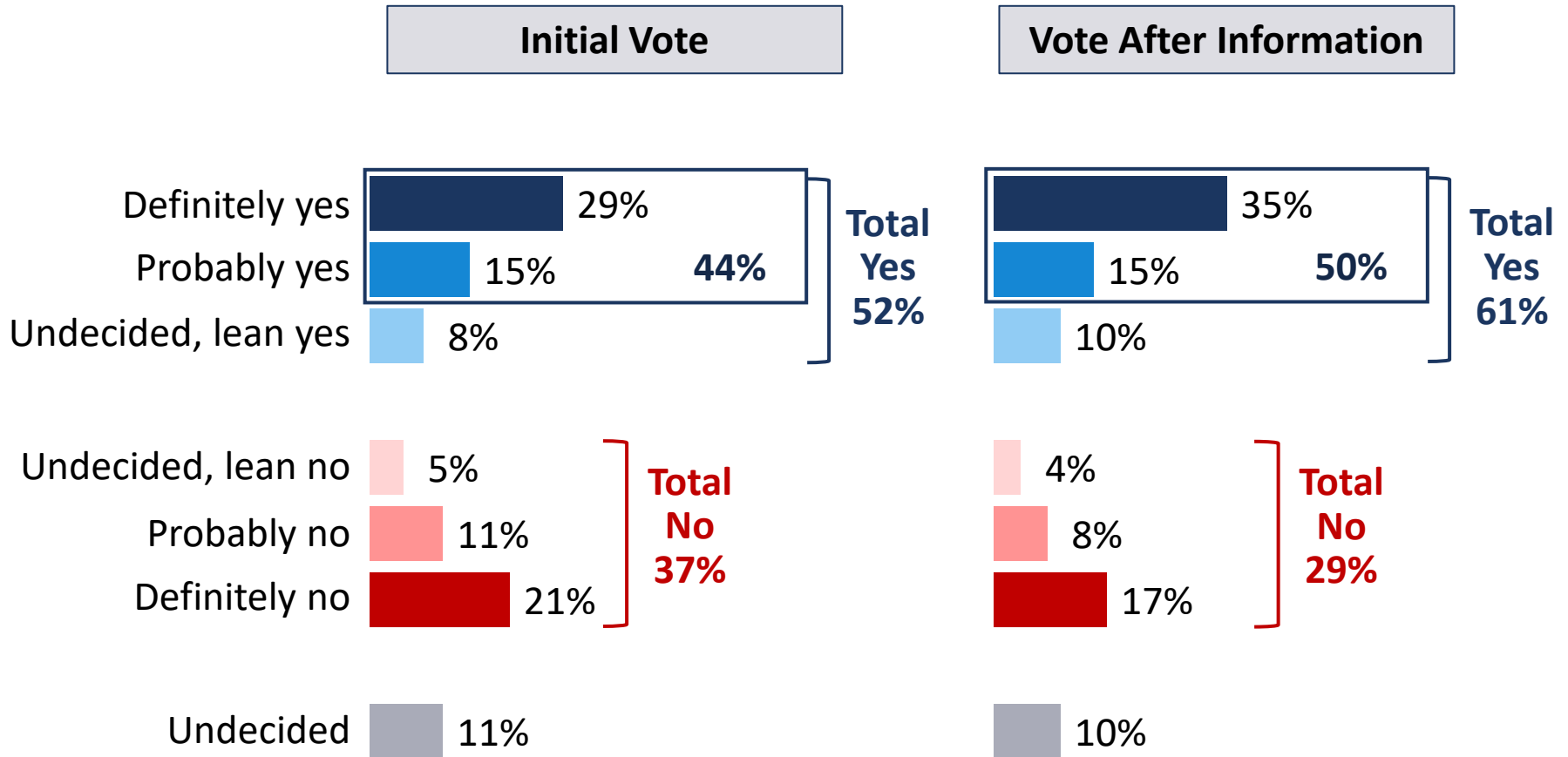


**(PROPERTY VALUE)** By improving 911 emergency response, fire and public safety capabilities, this measure will help to protect property values for Marina homeowners.



Q7. I am going to read you some statements from both supporters and opponents of the **MARINA EMERGENCY RESPONSE, PUBLIC SAFETY, ESSENTIAL CITY SERVICES MEASURE**. First, I am going to read some statements from people who support the measure. Please tell me whether you find it very convincing, somewhat convincing, or not convincing as a reason to support this measure on a future ballot.

# Support for the measure increases substantially after information. EXHIBIT B

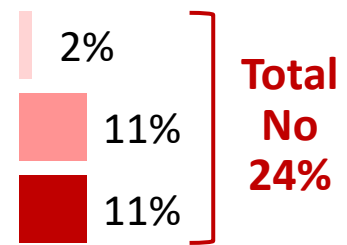
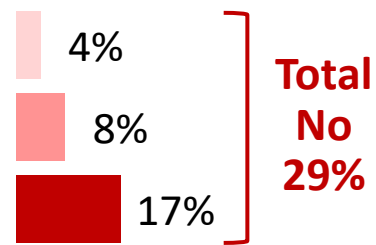
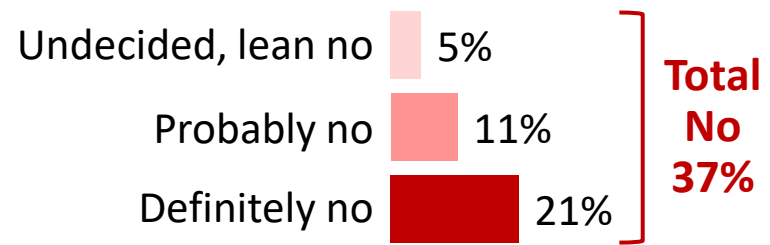
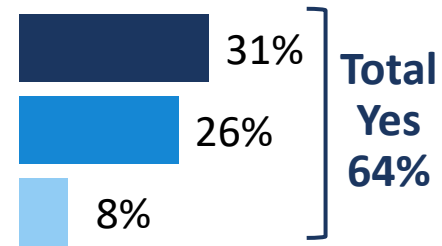
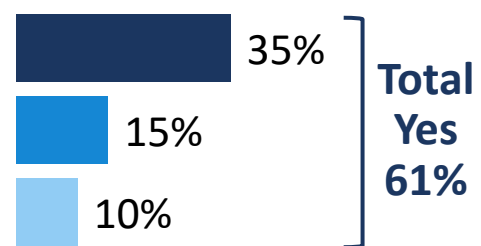
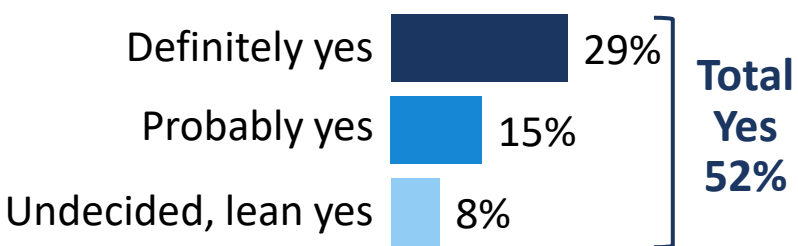


# Support also increases when voters consider a lower tax rate for the bond measure.

**Initial vote (\$105/\$100K)**

**Vote After Information (\$105/\$100K)**

**\$60/\$100K Tax Rate Vote**



Undecided 11%

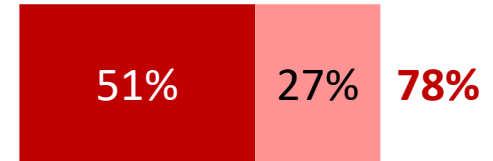
Undecided 10%

Undecided 12%

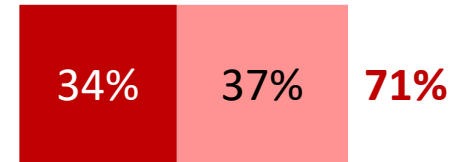
# Several opposition statements resonate strongly

■ Very Conv. ■ Smwt. Conv.

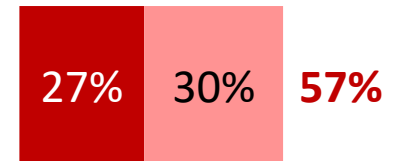
**(TAXES)** We are being overwhelmed by higher taxes and rising prices for gas, food, healthcare, housing, and other everyday essentials. Passing this bond measure would raise local property taxes by more than \$450 for the average homeowner, hurting those who can least afford it, like working families and seniors on fixed incomes.



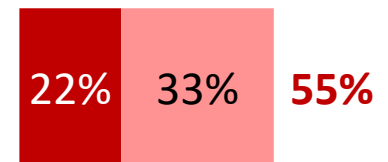
**(NO NEED)** With all the money the City has raised from land sales, past bond measures, sales taxes, hotel taxes and millions of dollars in new funding from the state and federal government, it should have enough funding without raising even more taxes.



**(WASTE)** Instead of raising taxes, the City should just cut unnecessary spending. We don't need to raise taxes again and allow bureaucrats and politicians to waste our tax dollars.

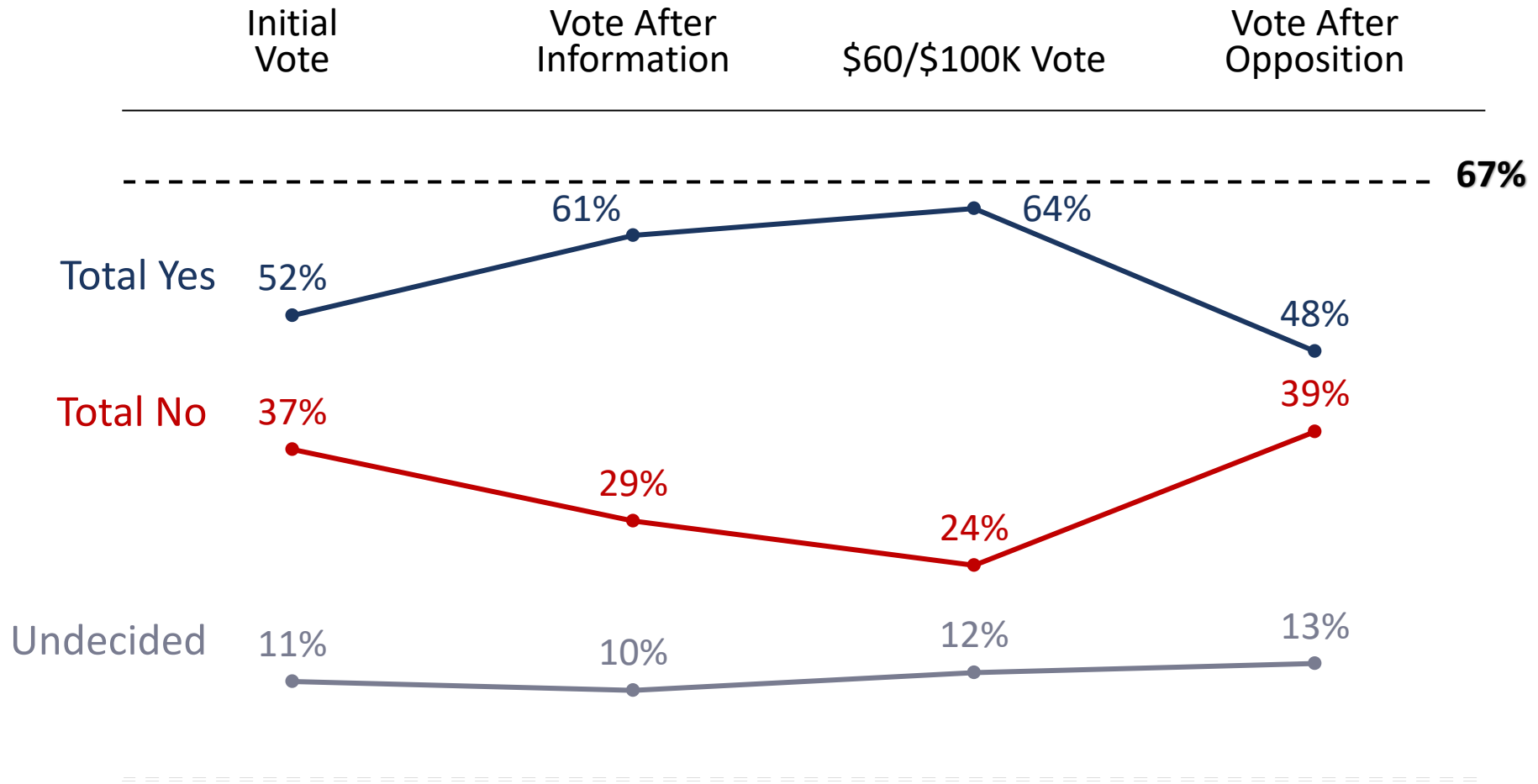


**(CITY HALL)** Most of the money from this measure is going to build fancy new offices for City employees. This is not a good use of our tax dollars, especially when so many employees can be working from home.



Q10. Here are some statements from people who oppose this ballot measure. Please tell me whether you find it very convincing, somewhat convincing, or not convincing as a reason to oppose this measure on a future ballot.

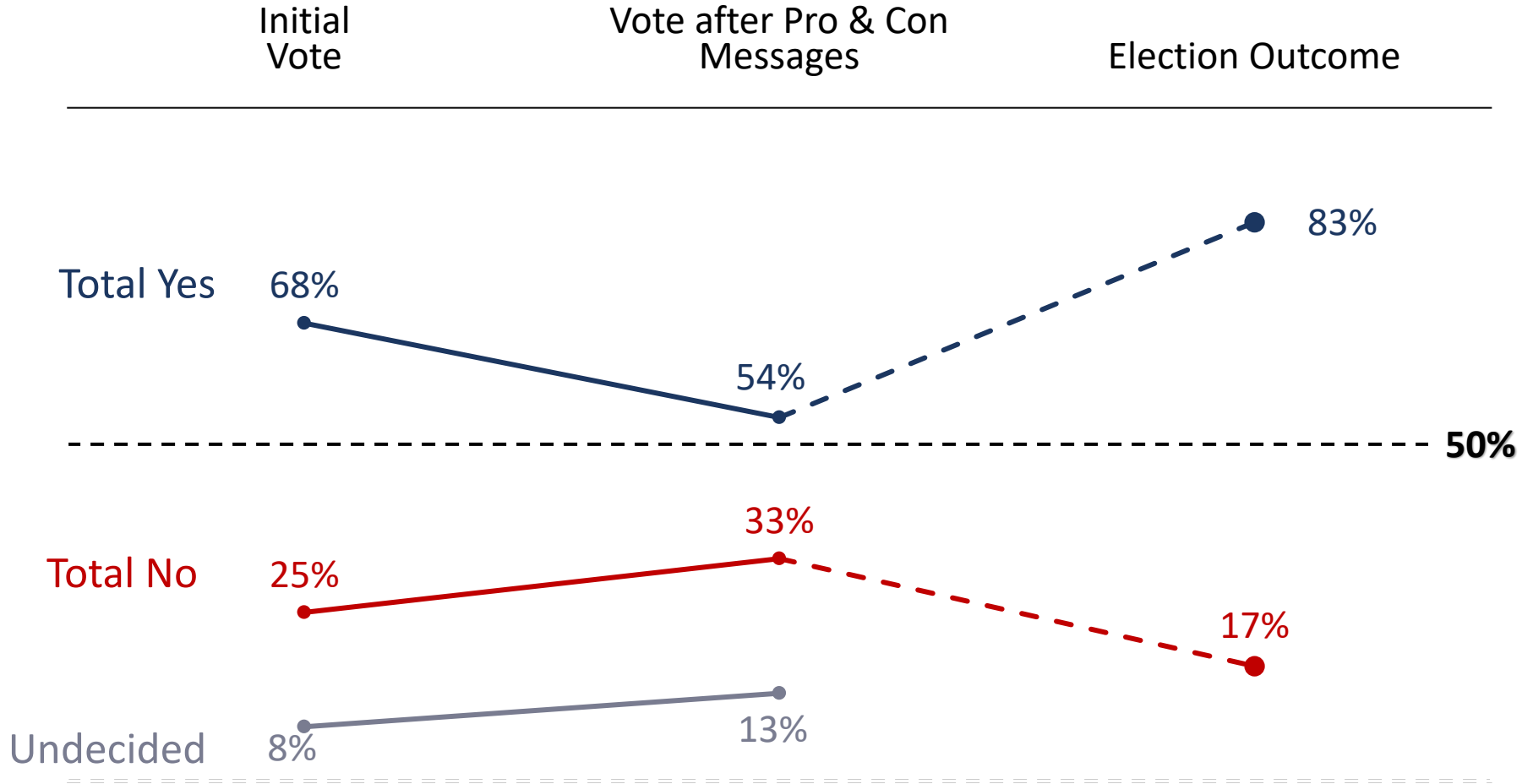
# Simulating a robust opposition campaign drops support for the measure very considerably. EXHIBIT B



**In 2016, support for Marina's business license tax measure exceeded survey results which simulated an equal amount of pro and con messaging; however there was no organized opposition to the measure.**

EXHIBIT B

**Measure U - Business License Tax (2016)**





# Conclusions

# Conclusions

- Survey results show that approximately half of Marina voters support a \$50 million bond measure for the development of a Community Center and fire station. After information about the reasons the City could pursue the measure, support grows to 61% but remains below the two-thirds threshold necessary for passage of the measure.
- Compared to 2016, there is a lot of consistency on attitudes on the quality of life in Marina and approval of the City's job performance.
- More than three-quarters of voters think the City has a need for additional funding, which is up from the 2016 survey.

# Conclusions; Continued

- Voters top priorities for the measure include:
  - Ensuring public safety agencies can respond in case of an emergency
  - Improving essential City services
  - Improving 911, fire and emergency medical response times
  - Removing asbestos, mold and lead paint from public buildings
  - Preventing disruptions to City services
- Voters also value fiscal accountability provisions such as requiring public disclosure of spending and that all funds would be spent locally.

# Conclusions; Continued

- Several informational themes resonate with voters including that the current City Hall was set up to be temporary 40 years ago and does not meet current safety/accessibility needs, the need for improved fire station capacity to meet current needs for fire and medical emergencies.
- Support for a smaller bond measure with a lower tax rate (\$60/\$100,000 of assessed value) is somewhat stronger, but still does not quite reach the two-thirds level.
- Simulating a robust opposition campaign knocks down the level of support for the measure below its initial level.



# Opinions on Local Funding Options for the City of Marina

*Highlights of a Survey of Likely Voters*



OPINION  
RESEARCH  
& STRATEGY



# **Proposal for Revenue Measure Consulting Services**

Prepared for:

**City of Marina**

December 22, 2022

Layne Long  
 City Manager  
 City of Marina  
 211 Hillcrest Avenue  
 Marina, CA 93933

Dear Mr. Long:

Thank you for the opportunity to present this proposal for revenue measure consulting services as you consider a potential bond measure to improve city facilities. Our firm has extensive experience in Monterey County generally and experience in the City of Marina specifically. In 2014 we helped develop campaign messaging materials for the advocacy campaign supporting the Measure E transient occupancy tax and the Measure F sales tax that were both approved by voters by wide margins.

TBWBH PROPS & MEASURES is a strategy and communications consulting firm that specializes in helping cities, counties, school districts, community college districts and other public agencies build public consensus for public finance ballot measures. Our work on over 500 successful revenue measures in communities throughout California has generated billions in voter-approved funding for public agencies. We are proud to be California's leading revenue measure consulting firm.

We believe that our firm's skills, expertise and experience offer a unique fit to help you navigate the challenges associated with this project:

- **Unmatched Experience on Voter-Approved Revenue Measures for Cities.** TBWBH PROPS & MEASURES has unmatched experience guiding city tax measures to victory. We've helped prepare and pass 100 different measures for California cities, large and small. In 2022 we helped 15 cities pass local tax measures. In 2020, during the height of the pandemic, we helped pass 18 successful revenue measures for California cities.
- **Unmatched Experience in Monterey County.** In addition to our specific experience in Marina, TBWBH PROPS & MEASURES has worked on 15 successful revenue measures in Monterey County, including the 2020 bond measure for Monterey Peninsula College, two successful bond measures for Monterey Peninsula Unified School District, the 2016 parcel tax for Monterey Peninsula Regional Park District and the 2014 sales tax for Monterey Salinas Transit District. We have also passed multiple measures for the City of Salinas, City of Monterey and others. A full listing of our experience is included at the end of this proposal.
- **Today's communication tools.** TBWBH PROPS & MEASURES takes full advantage of modern communication tactics, including social media and digital advertising. We are also experts in traditional print media, direct mail and earned media, allowing us to help you efficiently leverage a full array of communication channels to engage voters.
- **Customized Approach.** We don't apply a "cookie-cutter" approach to local tax measures. Our prior clients will tell you that our attention to the unique political challenges of your funding measure and the current political environment set us apart from others in our industry.

- **Capacity and Infrastructure to Serve You.** All qualified political firms are busy during election years. Unlike our competitors whose firms are comprised of one or two principal consultants, TBWBH PROPS & MEASURES has a team of professionals to ensure your project receives the attention and service it deserves. Charles Heath, one of TBWBH PROPS & MEASURES' seven practicing partners, will serve as your day-to-day contact throughout the project. TBWBH PROPS & MEASURES' partners are supported by the largest and most experienced staff in our industry. TBWBH PROPS & MEASURES is one of the only firms in our industry that maintains an in-house graphic design department, digital media coordinator and production coordination team to ensure your messaging, media and materials are of the highest quality and delivered on time and on budget.

We are confident that you will find our qualifications, experience and attention to client service are unmatched. The remainder of this proposal provides additional detail about our firms and services. If you have any questions, please do not hesitate to reach out.

Sincerely,



**Charles Heath**

Partner

[cheath@propsandmeasures.com](mailto:cheath@propsandmeasures.com)

415-810-8053



## About TBWBH Props & Measures

TBWBH PROPS & MEASURES is a non-partisan strategy and communications consulting firm specializing in bond, tax and other public finance ballot measures supporting public programs, services and facilities. TBWBH PROPS & MEASURES (formerly known as TBWB Strategies) launched in 2005 as an offshoot of Terris Barnes & Walters Political Media, which has been winning campaigns in California since 1988.

### Building Public Consensus in Communities Throughout California

Successful revenue measures are built upon a foundation of strong community consensus. We work with our clients to identify shared community priorities and values in order to identify the elements of a successful revenue proposal. We have built community consensus for revenue measures in hundreds of communities throughout our home state of California and many communities across the country. We know how to develop successful revenue proposals and communicate with voters in urban, suburban and rural communities.

### Revenue Measure Expertise

The partners and consultants at TBWBH PROPS & MEASURES have experience with over 500 successful public finance ballot measures that have raised tens of billions of dollars in voter-approved revenue for public programs, services and facilities. The successful measures include bonds, parcel taxes, sales taxes, transient occupancy taxes, utility users taxes, assessments and fees. We help cities, towns, counties, school districts, community colleges, parks, water and open space districts, fire districts, libraries, healthcare districts, transportation and transit agencies and others.

### Commitment to Client Service

We have found that a close partnership with attention to daily details is essential. We know public finance measures, and you know the communities you serve. We also understand that the reputation of your agency is at stake every time you seek funding from your community. It's not enough just to "win," but the measure and the related messaging must help you strengthen your relationship with your community.

### Project Leadership

TBWBH PROPS & MEASURES has seven experienced partners with the time and capacity to give your effort the devoted senior-level attention it deserves. Your project will not be handed off to inexperienced staff once the contract is signed. You will work directly with Charles Heath, a Partner in our firm who will oversee all quality control aspects of the project. Our direct and personal "in the trenches" experience guiding recent successful tax and bond measures offers a keen understanding of the nuances in messaging and strategy required for success.

### Project Support

All qualified political firms will be busy in an election year. TBWBH PROPS & MEASURES maintains the largest and best-trained support team in our industry. Under the close supervision of the Partner leading the project strategy, messaging and direction, one of TBWBH PROPS & MEASURES' experienced consultants will focus on managing project logistics to ensure the project is completed on time, on budget and with no deadlines missed. One or more of TBWBH PROPS & MEASURES' Associates will be assigned to provide logistical support to the team.

**In-House Graphic Design, Digital Media and Production Coordination**

Local residents receive their information in a variety of ways. We offer innovative multimedia communication plans that deliver your message through a combination of direct mail, email, online display advertising, pre-roll video advertising and social media advertising to ensure a thorough reach to voters and maximize visibility. TBWBH PROPS & MEASURES has unmatched experience blending traditional and new media strategies to maximize the impact of your message. TBWBH PROPS & MEASURES is one of the few firms in our industry that maintains an in-house Art Department and Production Department. This allows us to produce award-winning, creative concepts and attend to all the details required for efficient and timely delivery of digital media and printed materials.

## Project Approach and Work Scope



**We have a proven general approach to revenue measures that follows five critical steps. Within each step, we customize a set of strategies and tactics to address the specific challenges, circumstances and nuances for each of our projects.**

**STEP 1:** Feasibility study to determine if and under what conditions your agency can pass a local funding measure.

**STEP 2:** Build consensus with outreach and awareness-building strategies that position your measure for success.

**STEP 3:** Build a strong measure by aligning the measure's features with the community's priorities and sensitivities.

**STEP 4:** Campaign for the win by efficiently getting your message out to persuade voters and mobilize your base of support.\*

**STEP 5:** Bridge to the next election by continuing positive and transparent community dialogue about how voter-approved funding is being utilized.\*\*

The first three steps in this process are typically led by the public agency pursuing the revenue measure as part of the process to evaluate, plan and prepare a measure for the ballot. All publicly funded communication during this phase must be informational and not advocacy. The fourth step in the process, once a measure is on the ballot, must be coordinated by an independent campaign committee using private resources. The fifth and final step may be coordinated by the public agency to facilitate ongoing communication and updates for the public.

### Step 1: Feasibility Study

TBWBH PROPS & MEASURES, in collaboration with your selected public opinion pollster, will help you assess the basic viability of a potential revenue measure and identify the strategic elements needed to maximize the chances for success. During the feasibility study we'll help you tackle the most basic strategic questions that must be answered in order to identify a path to success.

TBWBH PROPS & MEASURES will help you answer:

- What are the highest priorities for public funding in the community?
- Is it reasonable to think that a funding measure can be successful with voters? At what vote threshold? At what tax rate?

- What services or projects are voters most likely to fund?
- What is the optimal timing for a measure going to the ballot? What level of voter turnout helps maximize support?
- Does sufficient community awareness of your needs already exist, or is proactive outreach required to build awareness? What are the key messages voters need to hear and what are the most effective channels for communication?
- How might specific exemptions or accountability protections be included in a successful measure?
- What controversies or competing issues must be considered before moving forward?

To answer these questions TBWBH PROPS & MEASURES will work closely with your pollster to develop a voter survey to understand current attitudes and opinions. We'll help you analyze the results and turn the data into an actionable plan for moving forward. We'll also help you interpret and present recommendations to your City Council and other key stakeholders to build consensus around a unified strategic approach to addressing your funding needs.

### Step 2: Build Consensus

Based on the findings from the survey and feasibility assessment, TBWBH PROPS & MEASURES will help develop and implement a public information and outreach program to educate the community about your funding needs and build broad community consensus around a revenue solution.

#### Specifically, TBWBH PROPS & MEASURES will:

- Develop informational messaging and a plan for getting the message out to key audiences
- Provide talking points, answers to frequently asked questions and a message training to key staff, employee groups, commissioners and elected officials
- Provide information to be added to your website, distributed through social media and included in newsletters
- Prepare presentations for community meetings
- Write, design and produce informational mailings and advertising to educate and inform voters
- Develop strategies and plans to inform internal stakeholder groups within your agency
- Develop strategies for managing coverage of this issue in the local press
- Develop strategies and plans to inform external groups including elected leaders, business leaders, neighborhood leaders, faith community leaders and taxpayer groups

TBWBH PROPS & MEASURES has expertise in traditional communication strategies like direct mail, print advertising and earned media. We are also experts in utilizing new media strategies such as social media, online advertising and video. Our in-house graphic design and production capabilities allow us to deliver the highest level of strategic and creative communication for our clients.

### Step 3: Build a Strong Measure

Once we know what a viable, winnable ballot measure looks like, TBWBH PROPS & MEASURES will work with you to develop a revenue measure and qualify for the ballot.

**During this phase of work, TBWBH PROPS & MEASURES will:**

- Work with you and your financial team to finalize amounts, tax rates and the structure of your measure
- Refine the description of your needs and/or expenditure plan to make sure they are written in clear and understandable language featuring projects and programs that are high priorities for voters
- Work with you and your legal counsel to define important taxpayer accountability protections, including any potential independent Citizens' Oversight Committee and public reporting process, if needed
- Work with you and your legal counsel to develop all ordinances/resolutions required for calling the election
- Develop the critical ballot question that will appear on ballots
- Develop and refine the full text of the measure and other materials that will appear in the ballot pamphlet mailed to all voters
- Present recommendations and documents to the City Council for formal approval

**Step 4: Campaign for the Win\***

The next step in the process is to mount a strategic advocacy campaign to secure the votes needed to win on Election Day. This is the only step in the process that cannot be funded with public dollars. While agencies can continue to provide information to residents about the measure, only a privately funded campaign committee can advocate for the measure. We will work with your agency to understand if volunteers are available and motivated to step forward to run such an effort. Typically, as consultant to volunteer campaign committees, we build campaign plans with the following elements to ensure the best possible chance of success on Election Day:

- **Effective messaging and materials.** Campaign logos, brochures, websites, social media and other materials must be eye-catching and have a local feel in order to persuade and motivate voters effectively.
- **Avoiding controversy and obstacles.** We can't take anything for granted in today's economic and political environment. To win, it is important to run an organized campaign that avoids controversy and neutralizes opposition to the extent possible.
- **Good teamwork.** We strive to build broad coalitions that include support from business, labor and the full-spectrum of political ideologies.
- **Efficient grassroots organizing.** The time and energy of your volunteers are precious resources. We'll work with you to develop a plan that maximizes the impact of their efforts on the outcome of the election.
- **Strong fundraising.** Fundraising for local ballot measures can be a challenge. It takes resources to get your message out to the voters who will determine the outcome of your election. We can help you create a fundraising plan to help you achieve the resources needed to win.

*\*Note: The information provided in Step 4 is intended as information to convey TBWBH PROPS & MEASURES' full range of services available to assist with the tax measure process. The services described here are **not** proposed as part of the scope of services for City of Marina.. If a tax measure is placed on the ballot and an independent advocacy committee forms, these services would be offered to that group and privately funded under a separate agreement.*

**Step 5: Bridge to the Next Election**

After voters have approved your measure, it is important to continue positive and transparent community dialogue about how you are utilizing voter-approved funding and delivering on your promises. When taxpayers hear nothing, they assume the worst and fall back on unfair stereotypes about how government spends money.

**We offer a full range of ongoing communication services to our clients:**

- Creation of regular updates to highlight progress related to your measure, including messaging for email blasts, websites, social media and newsletters
- Assistance with crafting responses to community or media inquiries regarding a local funding measure
- Assistance with preparing presentations to community groups and oversight bodies
- Regular direct mail updates and advertising to the entire community to ensure broad awareness beyond the most active and engaged citizens

## Consultant Biography

### Charles Heath, Partner - TBWBH Props & Measures

Over more than 20 years as a strategy and communications consultant, Charles has guided more than 100 ballot measures to victory. With a background in various political projects, Charles has spent the better part of the last decade with a strict focus on working with public agencies to design winning revenue measures for the ballot and execute strategic public information efforts to position his clients for success at the ballot box. Once a measure is on the ballot, Charles works with advocacy campaign committees to run efficient and effective campaigns to achieve voter approval for ballot measures.



Charles has led campaigns in all parts of California — from large urban environments like Oakland, San Jose and Los Angeles to suburban environments like Marin, Riverside and Orange County to rural and agricultural communities like Plumas County, Truckee and Stanislaus County.

Charles has worked with a diverse range of public agencies across the western United States, ranging from school and community college districts to healthcare districts, transportation agencies, cities and counties, park and recreation districts, libraries and fire districts.

Charles became a Partner at Props & Measures in November 2009. Prior to joining TBWBH PROPS & MEASURES, Charles worked at another leading consulting firm for ten years, most recently as Vice President and Senior Consultant.

Before his career in public finance campaigns, Charles worked as a policy analyst for a public policy think tank, as an aide in the California Legislature and as a reporter for a local newspaper.

Charles is a graduate of the University of California at Davis with degrees in Political Science and English, and he earned a Master's Degree from the London School of Economics.

Charles grew up in Southern California and now lives in the East Bay with his wife Eva, his son Alexander and his daughter Lillian. You can reach Charles at TBWBH PROPS & MEASURES' San Francisco office at (415) 810-8053 or [cheath@propsandmeasures.com](mailto:cheath@propsandmeasures.com).



## References

### Monterey Peninsula College

Rebecca “Beccie” Michael  
 Foundation Executive Director  
 (831) 655-5506  
 rmichael@mpc.edu  
 Notes: 2020 Bond Measure for MPC

### Monterey Peninsula Regional Park District

Rafael Payan  
 General Manager  
 (831) 372-4181 x104  
 payan@mprpd.org  
 Notes: 2016 Parcel Tax for MPRPD

### Monterey Salinas Transit/Transportation Authority of Monterey County

Carl Sedoryk  
 General Manager/CEO  
 (831) 393-8123  
 csedoryk@mst.org  
 Notes: 2014 Sales Tax for MST

### City of Salinas

Jim Pia  
 Assistant City Manager  
 (831) 758-7201  
 jimp@ci.salinas.ca.us  
 Notes: 2014 UUT and Sales Tax, 2012 Sales Tax, 2005 Sales Tax

### Town of San Anselmo

David Donery  
 Town Manager  
 (415) 258-4652  
 ddonery@townofsananselmo.org  
 Notes: Nov 2022 Sales Tax Measure and Library Parcel Tax Measure

### City of Santa Rosa

Scott Alonso  
 Intergovernmental Relations & Legislative Officer  
 (707) 328-7176  
 salonso@srcity.org  
 Notes: Nov 2022 Public Safety Sales Tax, 2020 General Sales Tax, 2018 General Sales Tax

### City of Torrance

Aram Chaparyan  
 City Manager  
 (310) 618.5880  
 AChaparyan@TorranceCA.Gov  
 Notes: June 2022 Sales Tax



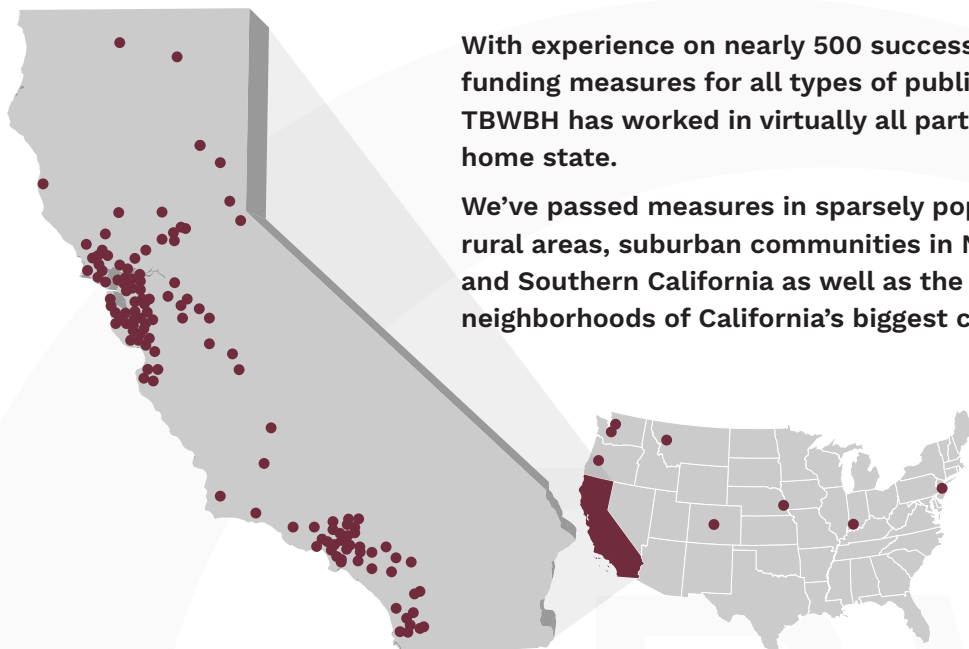
## Fees & Costs

As is the standard in our industry, TBWBH PROPS & MEASURES contracts on a fixed-fee basis. For a city the size of Marina, our standard consulting fee is \$6,500 per month. Reimbursable business expenses will be billed separately along with any other hard costs associated with, printing, postage or advertising for informational materials. Partial months of services would be billed at a prorated amount.

To help you estimate the full cost of the revenue measure planning process, following are estimates of the cost of implementing a public information and outreach program in advance of a revenue measure election. The cost of printing and mailing an 11x17 informational brochure to all voter households in Marina (6,548 households) is approximately \$8,000 per mailing. This price is all inclusive and includes design, photography, pre-press, printing, mailing data, addressing, sorting, post office delivery, sales tax and bulk-rate postage. Once you approve the content and design of each piece, we would handle all details related to production and mailing. We will work with you to develop an appropriate budget for these costs through the development of a public outreach plan. For budget estimating, most cities and towns send two to three informational mailers during the revenue measure planning and outreach process.



# COMBINED EXPERIENCE OF TBWBH'S PARTNERS



With experience on nearly 500 successful local funding measures for all types of public agencies, TBWBH has worked in virtually all parts of our home state.

We've passed measures in sparsely populated rural areas, suburban communities in Northern and Southern California as well as the urban neighborhoods of California's biggest cities.

## Cities and Counties

- Los Angeles County
- Homeless Initiative
- Marin County
- Napa County
- Placer County
- San Bernadino County
- San Mateo County
- Santa Clara County
- Santa Cruz County
- Solano County
- Sonoma County
- City of Adelanto
- City of Alameda
- City of Arcadia
- City of Barstow
- City of Benicia
- City of Berkeley
- City of Beverly Hills
- City of Burlingame
- City of Campbell
- City of Carlsbad
- City of Chula Vista
- Town of Corte Madera
- City of Crescent City
- City of Del Mar
- City of Diamond Bar
- City of Downey
- City of Emeryville
- City of Fairfield
- City of Foster City
- City of Fremont
- City of Fullerton
- City of Glendale
- City of Goleta
- City of Gustine
- City of Kerman
- City of Lancaster
- City of Lafayette
- City of Laguna Beach
- City of La Palma
- City of La Verne
- City of Livermore
- City of Lomita
- City of Los Altos
- City of Madera
- City of Manteca
- City of Merced
- City of Modesto
- City of Montebello
- City of Morgan Hill
- City of Murrieta
- City of Napa
- City of Oceanside
- City of Ontario
- City of Orinda
- City of Pacifica
- City of Palm Springs
- City of Palmdale
- City of Palo Alto
- City of Paramount
- City of Pleasant Hill
- City of Pomona
- City of Redlands
- City of Redwood City
- City of Sacramento
- City of Saint Helena
- City of Salinas
- Town of San Anselmo
- City of San Bernardino
- City of San Bruno
- City of San Mateo
- City of San Jose
- City of San Rafael
- City of Santa Cruz
- City of Santa Fe Springs
- City of Santa Monica
- City of Santa Rosa
- City of South Lake Tahoe
- City of South Pasadena\*
- City of Suisun City
- City of Torrance
- Town of Truckee
- City of Union City
- City of Vacaville
- City of Ventura
- City of Watsonville
- City of Whittier
- Town of Windsor
- City of Yuba City

## Statewide Measures

- Proposition 1 2018 – Veterans and Affordable Housing Act
- Proposition 2 2018 – Homeless Mental Health Housing Act
- Proposition 39 2012 – Close the Oil and Gas Loophole
- The Millionaires Tax 2012 – Restoring California
- Measures 66 & 67 2010 – Oregon

## Transportation

- BART (Santa Clara County)\*
- Caltrain\*
- Contra Costa Transportation Authority\*
- Fresno County Transportation Authority\*
- Madera County Transportation Commission
- Merced County Association of Governments
- Metropolitan Transportation Commission\*
- Monterey-Salinas Transit
- Napa County Transportation Agency
- Placer County
- Riverside County Transportation Commission
- San Mateo County Transit District
- Santa Cruz County Regional Transportation Commission
- Sonoma County Transportation Authority\*
- Sonoma-Marin Area Rail Transit
- Stanislaus County Transportation\* Transportation Agency of Monterey County\*
- Transportation Authority of Marin\*
- Truckee/North Tahoe Transportation Agency

## Hospitals and Healthcare

- Salinas Valley Memorial Healthcare System
- Save Laguna Hospital
- Seton Medical Center
- Valley Health System\*

## Parks, Open Space and Water Districts

- Alameda County Clean Water Program
- Big Sur Land Trust
- Camden Water\*
- City of Fresno Parks\*
- Desert Recreation Open Space
- East Bay Parks Open Space
- Greater Vallejo Recreation District
- Hayward Area Recreation District
- Los Angeles County Flood Control District
- Los Angeles County Regional Park and Open Space District
- Marin County Flood Control and Water Conservation District
- Marin County Parks/MALT\*
- Mendocino County Inland Water & Power
- Missoula Open Space (Montana)
- Monterey Peninsula Regional Park District
- Napa County Regional Park and Open Space District/Napa Land Trust\*
- Peninsula Open Space Trust
- Santa Clara Valley Open Space Authority
- Santa Clara County Parks
- Santa Clara Valley Water District
- Santa Cruz Land Trust
- San Francisco Bay Restoration Authority\*
- Sonoma County Agricultural Preservation and Open Space District
- Tiburon Open Space
- Zone 7 Water Agency (Alameda County)

## Fire Districts

- Crescent Fire Protection District
- East Contra Costa Fire Protection District
- Fresno County Fire Protection District
- Los Angeles County Fire
- Marin County Fire Department
- North Tahoe Fire Protection District
- Northstar Fire District
- Santa Cruz County Fire District – CSA48
- Sonoma County Fire District
- Truckee Fire Protection District

(Partial list) \* TBWBH worked with the private-side campaign and not directly for the district/agency.



**Libraries**

- Garfield County Public Libraries (Colorado)
- Los Altos Library
- Marin County Free Library
- Pacifica Library
- San Jose Library
- Santa Cruz County Library
- South Pasadena Public Library

**Community College Districts**

- Allan Hancock College
- Antelope Valley College
- Cabrillo College
- Chabot-Las Positas CCD
- Chaffey College
- College of the Canyons
- College of Marin
- College of the Siskiyous
- Contra Costa CCD
- Foothill-De Anza CCD
- Gavilan College
- Glendale College
- Hartnell College
- Lane Community College (Oregon)
- Mendocino College
- Merced CCD
- MiraCosta College
- Monterey Peninsula College
- Napa Valley College
- Pasadena Area CCD
- Peralta CCD
- Mt. San Jacinto CCD
- Rancho Santiago CCD
- Riverside CCD
- San Bernardino CCD
- San Joaquin Delta CCD
- San Mateo CCD
- Santa Barbara City College
- Santa Monica College
- Santa Rosa Junior College
- Yuba College

**High School Districts**

- Antelope Valley High SD
- Anaheim Union High SD
- Campbell Union High SD
- Chaffey Joint Union High SD
- Delano Joint Union High SD
- East Side Union High SD
- El Dorado Union High SD
- Fullerton Joint Union High SD
- Galt Joint Union High SD
- Grant Joint Union High SD
- Jefferson Union High SD
- Los Gatos-Saratoga Union High SD
- Mountain View-Los Altos High SD
- Nevada Joint Union High SD
- Oxnard Union High SD
- Perris Union High SD
- Petaluma Joint Union High SD
- Placer Union High SD
- Roseville Joint Union High SD
- San Benito High SD
- San Dieguito Union High SD
- San Mateo Union High SD
- San Rafael High SD
- Santa Cruz City High SD
- Santa Rosa High SD
- Sequoia Union High SD
- Tamalpais Union High SD
- William S. Hart Union High SD

**Elementary School Districts**

- Alisal Union SD
- Alpine Union SD
- Alta Loma SD
- Alum Rock Union Elementary SD
- Anaheim Elementary SD
- Auburn Union SD
- Beardsley SD
- Belmont-Redwood Shores SD
- Berryessa Union SD
- Bonsall SD
- Buena Park SD
- Burlingame SD
- Cambrian SD
- Campbell Union SD
- Castaic Union SD
- Central SD
- Centralia Elementary SD
- Cupertino Union SD
- Del Mar Union SD
- Eastside Union SD
- Fountain Valley SD
- Franklin-McKinley SD
- Fruitvale SD
- Fullerton SD
- Hermosa Beach City SD
- Hillsborough City SD
- Huntington Beach City SD
- Jefferson Elementary SD
- Kentfield SD
- La Mesa-Spring Valley Union SD
- Lakeside Union SD (San Diego County)
- Larkspur-Corte Madera SD
- Live Oak SD
- Loma Prieta Joint Union SD
- Los Altos SD
- Los Gatos Union SD
- Lowell Joint SD
- Menifee Union SD
- Mill Valley SD
- Millbrae SD
- Miller Creek SD
- Modesto City Elementary SD
- Moraga SD
- Moreland SD
- Morgan Hill SD
- Morongo SD
- Mount Pleasant Elementary SD
- Mountain View Whisman SD
- Norris SD
- North Sacramento SD
- Oakley Union Elementary SD
- Ocean View SD (Orange County)
- Orinda Union SD
- Pacifica SD
- Palmdale SD
- Perris Elementary SD
- Petaluma City Elementary SD
- Portola Valley SD
- Ravenswood City SD
- Redwood City SD
- Reed Union SD
- Romoland SD
- Rosemead SD
- Roseville City SD
- Ross Valley SD
- San Carlos SD
- San Mateo-Foster City SD
- San Rafael Elementary SD
- Santa Cruz City Elementary SD
- Santa Rita Union SD
- Santa Rosa Elementary SD
- Saratoga Union SD
- Saugus Union SD
- Savanna SD
- Soquel Union Elementary SD
- Stanislaus Union SD
- Sulphur Springs Union SD
- Union SD
- Victor Elementary SD
- Walnut Creek SD
- Westminster SD

**Unified School Districts**

- Alvord USD
- Alameda USD
- Albany USD
- Amador County USD
- Arcadia USD
- Azusa USD
- Baldwin Park USD
- Bassett USD
- Beaumont USD
- Brea Olinda USD
- Cabrillo USD
- Capistrano USD
- Carlsbad USD
- Castro Valley USD
- Charter Oak USD
- Claremont USD
- Conejo Valley USD
- Corona-Norco USD
- Cotati-Rohnert Park USD
- Culver City USD
- Davis Joint USD
- Downey USD
- Dublin USD
- El Rancho USD
- Evansville-Vanderburgh School Corporation (Indiana)
- Fairfield-Suisun USD
- Folsom Cordova USD
- Fontana Unified SD
- Fremont USD
- Garden Grove USD
- Glendale USD
- Hayward USD
- Irvine USD
- Jurupa USD
- Kerman USD
- La Cañada USD
- Lake Elsinore USD
- Lammersville USD
- Las Virgenes USD
- Livermore Valley Joint USD
- Lompoc USD
- Long Beach USD
- Los Alamitos USD
- Los Angeles USD
- Madera USD
- Manhattan Beach USD
- Manteca Unified SD
- Martinez USD
- Milpitas USD
- Monterey Peninsula USD
- Moorpark USD
- Moreno Valley USD
- Morgan Hill USD
- Mount Diablo USD
- Mountain Empire USD
- Napa Valley USD
- New Albany Floyd County Consolidated School Corporation (Indiana)
- Newark USD
- New Haven USD
- Novato USD
- Oak Park USD
- Orange USD
- Pajaro Valley USD
- Palo Alto USD
- Palos Verdes Peninsula USD
- Paradise USD
- Patterson Joint USD
- Pleasanton USD
- Poway USD
- Riverside USD
- Sacramento City USD
- Saddleback Valley USD
- San Jose USD
- San Lorenzo Valley USD
- San Marcos USD
- San Marino USD
- San Ramon Valley USD
- Santa Ana USD
- Santa Monica-Malibu USD
- Scotts Valley USD
- Simi Valley USD
- Snowline Joint USD
- Sonoma Valley USD
- South Pasadena USD
- South San Francisco USD
- St. Helena USD
- Tahoe Truckee USD
- Temecula Valley USD
- Travis USD
- Tustin USD
- Ukiah USD
- Val Verde USD
- Vallejo City USD
- Vista USD
- Walnut Valley USD
- Washington USD
- West Contra Costa USD
- Westside SD 66 (Nebraska)
- Woodland Joint USD
- Yucaipa-Calimesa Joint USD

(Partial list) \* TBWB worked with the private-side campaign and not directly for the district/agency.