AGENDA

Tuesday, June 16, 2026

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

THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).

Council Chambers
211 Hillcrest Avenue
Marina, California

AND

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

PARTICIPATION

You may participate in the City Council meeting in person or 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 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. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Marina website www.cityofmarina.org subject to City staff's ability to post the documents before the meeting.

VISION STATEMENT

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

MISSION STATEMENT

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

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)

   Jenny McAdams, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Liesbeth Visscher, Mayor/Chair Bruce C. Delgado

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS: None

4. CLOSED SESSION:

   a. Conference with Legal Counsel, Anticipated Litigation (Govt. Code § 54956.9(d)(4)), 1 potential case. City Council to consider initiation of litigation pursuant to Government Code § 54956.9(d)(4).

   b. Public Employment Appointment (Govt. Code §54957)
   Position: City Manager

   c. Real Property Negotiation (Govt. Code Section 54956.8)
      i. Property: Portion of 211 Hillcrest Avenue, Marina, Assessor's Parcel Number 032-303-013-000
      Negotiating Party: T-Mobile West LLC
      Negotiator(s): City Manager
      Terms: Price and Terms

      ii. Property: Portion of 211 Hillcrest Avenue, Marina, Assessor's Parcel Number 032-303-013-000
      Negotiating Party: CCTM1 LLC
      Negotiator(s): City Manager
      Terms: Price and Terms

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. The Village Project Emanyatta Warriors
   b. Dean Xu Jing Atherton Proclamation
   c. Introduction of Kristan Mauer, Fire Chief

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 109382-109439, totaling $876,168.35.

    b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
        (1) May 19, 2026, Regular City Council Meeting
        (2) June 2, 2026, Regular City Council Meeting
        (3) June 9, 2026, Special City Council Meeting

    c. CLAIMS AGAINST THE CITY:
        (1) Staff recommend that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Jaylah Cortez Vallez for a claim received on June 4, 2026

    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. 2026-, adopting an updated list of projects for Fiscal Year 2026-27 funded by SB 1: The Road Repair and Accountability Act of 2017.

g. APPROVAL OF AGREEMENTS: *(Not a Project under CEQA per Article 20, Section 15378)*

(1) Adopting Resolution No. 2026-, calling for a general municipal election in the City of Marina on Tuesday, November 3, 2026, for the election of certain city officers; and requesting the County of Monterey agree to the consolidation of the election with the statewide general election and requesting the County Elections Department to render any and all services required to conduct the election.

(2) Adopting Resolution No. 2026-, authorizing the City Manager to Execute Agreements with Flock Safety for the Deployment of a Drone First Responder Program and Mobile Security Trailer Program, Subject to Approval as to Form by the City Attorney.

(3) Adopting Resolution No. 2026-, authorizing the City Manager to execute a Refund Services Engagement Agreement with MG Environmental, LLC to pursue potential refunds and reimbursements related to hazardous waste disposal fees and environmental regulatory charges on behalf of the City of Marina, subject to final review and approval by the City Attorney.

(4) Adopting Resolution No. 2026-, approving the 8th Street Easement Agreement between the City of Marina and California State University, Monterey Bay (CSUMB), and; accepting and authorizing the City Manager to execute the agreement on behalf of City subject to final review and approval by the City Attorney.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:

(1) Adopting Resolution No. 2026-, accepting the dedication of Public Improvements as shown on the approved Dunes (Formerly University Village) Improvement Plans and Parcel Map for Phase 1B-Promenade, and; authorizing the City Clerk to release bond securities, accept a warranty bond, and record acceptance with Monterey County Recorder's Office.

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

(1) Receive Monterey-Salinas Transit June 8, 2026, Board Meeting Highlights.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

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.*

a. Open public hearing and consider adopting Resolution No. 2026-, confirming diagram, assessment and ordering levy of $182.42 for FY 2026-27 assessment for Seabreeze Landscape Maintenance Assessment District; and, Authorize

the City Clerk to file a certified copy of the diagram and assessment with the Monterey County Auditor-Controller prior to August 1, 2026.

b. Open public hearing and consider adopting Resolution No. 2026-, confirming diagram, assessment and ordering levy of $77.14 for FY 2026-27 assessment for the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District; and authorize the City Clerk to file a certified copy of the diagram and assessment with the Monterey County Auditor-Controller prior to August 1, 2026.

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. Receive presentation from FM3 Consultant regarding Community Opinion Survey and Provide direction to staff regarding the specific characteristics of a potential Marina Utility User Tax (UUT), including rate, covered utilities, and exemptions.

b. Receive an informational update and presentation from Tripepi Smith regarding the community feedback form results; and receive presentation from Kimley-Horn regarding roundabout designs, traffic flow and traffic safety; and provide directions to city staff regarding short- and long-term improvements to downtown Marina, including pedestrian and bicyclist improvements and other enhancements to the Reservation Road and Del Monte Boulevard corridors and the Del Monte and Reservation intersection.

c. Adopting Resolution No. 2026-, approving the authorization of 1) Submittal of an application for installation of new signage at the subject site; and 2) Rebranding from Shell Oil to Gulf Oil.

d. Open public hearing and conduct the first reading of Ordinance No. 2026-, adding Chapter 1.16 (Custody and Use of City Seal, City Logo, and City Insignia) to Title 1 (General Provisions) of the Marina Municipal Code; waive further reading; and introduce the ordinance.

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 7:30 p.m., Friday, June 12, 2026.

_____

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.ciytofmarina.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. Requests must be made at least **48 hours** in advance of the meeting.

Upcoming 2026 Meetings of the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Community Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency and Marina Groundwater Sustainability Agency
Regular Meetings: 5:00 p.m. Closed Session; 6:30 p.m. Regular Open Sessions

Tuesday, July 7, 2026
Tuesday, July 21, 2026 (Cancelled)

****Wednesday, August 5, 2026**
Tuesday, August 18, 2026 (Cancelled

Tuesday, September 1, 2026
Tuesday, September 15, 2026

Tuesday, October 6, 2026
Tuesday, October 20, 2026

*****Wednesday, November 4, 2026**
Tuesday, November 17, 2026

Tuesday, December 1, 2026
Tuesday, December 15, 2026

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

***** Regular Meeting rescheduled due to City Election Day**

C I T Y H A L L 2 0 2 6 H O L I D A Y S
(City Hall Closed)

Juneteenth Day---------- Friday, June 19, 2026
Independence Day (City Offices Closed) ----------Friday, July 3, 2026
Labor Day ---------- Monday, September 7, 2026
Veterans Day (City Offices Closed)---------- Wednesday, November 11, 2026
Thanksgiving Day----------Thursday, November 26, 2026
Thanksgiving Break---------- Friday, November 27, 2026
Winter Break----------Thursday, December 24, 2026- Thursday, December 31, 2026

2026 COMMISSION DATES

U p c o m i n g 2 0 2 6 M e e t i n g s o f P l a n n i n g C o m m i s s i o n
2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

~~June 10, 2026~~	September 9, 2026	November 11, 2026
~~June 24, 2026~~	September 26, 2026	November 25, 2026 (Cancelled)
July 8, 2026	October 14, 2026	December 9, 2026
July 22, 2026	October 23, 2026	December 23, 2026
August 12, 2026		November 11, 2026
August 26, 2026		

U p c o m i n g 2 0 2 6 M e e t i n g s o f P u b l i c W o r k s C o m m i s s i o n
1st Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

July 2, 2026	September 3, 2026	November 5, 2026
August 6, 2026	October 1, 2026	December 3, 2026

U p c o m i n g 2 0 2 6 M e e t i n g s o f R e c r e a t i o n & C u l t u r a l S e r v i c e s C o m m i s s i o n
4th Wednesday of every second month. Meetings are held at the Council Chambers at 6:30 P.M.

July 22, 2026	September 23, 2026	December 2, 2026

U p c o m i n g 2 0 2 6 M e e t i n g s o f M a r i n a T r e e C o m m i t t e e
2nd Wednesday of every quarter month as needed. Meetings are held at the Council Chambers at 6:30 P.M.

July 8, 2026	October 14, 2026

Proclamation

In recognition of the outstanding Marina youth athlete, Dean Xu Jing Atherton, in the field of gymnastics

WHEREAS, Dean Xu Jing Atherton won first place as an 11-year-old in the 2024 All-around National Gymnastics Association (NGA) Championship in the Level 6 Category, and

WHEREAS this includes achieving a final score that combines results of six routines and crowns the most versatile gymnast, and

WHEREAS, as a 12-year-old in 2025 Dean placed 2nd in the All-around NGA National Championship in the Level 7 Category, and

WHEREAS, as a 13-year-old in June 2026, Dean won first place in the All-around NGA National Championship in the Level 7 Category, as well as first in high bar, rings, and pommel horse, and

WHEREAS, Dean's team, Rising Star Gymnastics, a Monterey-based training facility, placed first overall in this year's NGA National Gymnastics Competition,

WHEREAS, Dean received strong support from his parents, grandparents, and coach Sage Barca-Hall.

NOW, THEREFORE, be it resolved that we as the City Council of the City of Marina, along with the entire Marina community, do hereby proclaim and extend our collective pride and congratulations to Dean for his achievements as a national gymnastics champion. We wish to thank him publicly for demonstrating such exemplary dedication, years of hard work, and success!

Dated this 16th day of June 2026

Bruce Delgado
Mayor

Liesbeth Visscher
Mayor Pro Tem

Brian McCarthy
Council Member

Kathy Biala
Council Member

Jenny McAdams
Council Member

Agenda Item: **10a**

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **120 - City Mgr/HR/Risk**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.010 - Prof Svc Admin - Muni Code**										
10149 - Code Publishing Inc. - General Code	GCI0019957	MMC WebUpdate	Paid by Check # 109394		05/28/2026	06/02/2026	06/02/2026		06/05/2026	196.00
			Account **6300.010 - Prof Svc Admin - Muni Code** Totals				Invoice Transactions	1		$196.00
Account **6300.465 - Prof Svc Legal - Special Counsel**										
11425 - Formation Environmental, LLC	8727	Expert Witness Svc-Lone RMC Lonestar StateWaterResConBoard	Paid by EFT # 7763		07/28/2024	05/28/2026	05/28/2026		06/05/2026	3,120.00
11425 - Formation Environmental, LLC	9455	RMC Lonestar Litigation - June 2025	Paid by EFT # 7763		06/29/2025	05/28/2026	05/28/2026		06/05/2026	675.00
11425 - Formation Environmental, LLC	10231	RMC Lonestar Litigation - Oct-Nov. 2025	Paid by EFT # 7763		11/30/2025	05/28/2026	05/28/2026		06/05/2026	3,001.88
11425 - Formation Environmental, LLC	10230	RMC Lonestar Litigation - Sept.-Nov. 2025	Paid by EFT # 7763		11/30/2025	05/28/2026	05/28/2026		06/05/2026	107,619.42
11425 - Formation Environmental, LLC	10307	RMC Lonestar Litigation - December 2025	Paid by EFT # 7763		12/28/2025	05/28/2026	05/28/2026		06/05/2026	8,650.00
11033 - Sara Steck Myers	06-01-26	Professional Services - MPWSP - Mar-May 2026	Paid by EFT # 7772		06/01/2026	06/01/2026	06/01/2026		06/05/2026	11,490.00
			Account **6300.465 - Prof Svc Legal - Special Counsel** Totals				Invoice Transactions	6		$134,556.30
Account **6300.570 - Prof Svc Other**										
11289 - Cypress Court Reporting, Inc.	14004	CA Coastal Commission Hearing - Nov. 17, 2025 Partial Transcript	Paid by Check # 109397		05/20/2026	05/22/2026	05/22/2026		06/05/2026	306.94
			Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	1		$306.94
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
12430 - STURDY OIL COMPANY	306066	City Fuel	Paid by Check # 109429		05/23/2026	05/29/2026	05/29/2026		06/05/2026	210.73
12430 - STURDY OIL COMPANY	294540	City Fuel	Paid by Check # 109429		02/06/2026	06/02/2026	06/02/2026		06/05/2026	104.19
			Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals				Invoice Transactions	2		$314.92
Account **6500.700 - Training & Travel Training & Travel**										
10667 - Layne Long - Employee	06-01-26	Mileage Reimbursement - May 27-28, 2026 CDP Coastal Commission	Paid by Check # 109407		06/01/2026	06/01/2026	06/01/2026		06/05/2026	167.18

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **120 - City Mgr/HR/Risk**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6500.700 - Training & Travel Training & Travel**										
12377 - Municipal Resource Group, LLC	260495	Training	Paid by Check # 109439		05/14/2026	05/18/2026	05/18/2026		06/05/2026	3,325.00
Account **6500.700 - Training & Travel Training & Travel** Totals							Invoice Transactions	2		$3,492.18
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	12		$138,866.34
Division **000 - Non-Div** Totals							Invoice Transactions	12		$138,866.34
Department **120 - City Mgr/HR/Risk** Totals							Invoice Transactions	12		$138,866.34
Department **125 - I. T.**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.330 - Prof Svc IT - Information Tech Svc**										
10897 - TechRx Technology Services Corporation	13756	IT Support - May 2026	Paid by EFT # 7774		06/01/2026	06/01/2026	06/01/2026		06/05/2026	11,400.00
Account **6300.330 - Prof Svc IT - Information Tech Svc** Totals							Invoice Transactions	1		$11,400.00
Account **6300.331 - Prof Svc IT - Website Svc**										
10897 - TechRx Technology Services Corporation	14004	Zoom - May 2026	Paid by EFT # 7774		05/20/2026	06/01/2026	06/01/2026		06/05/2026	599.82
Account **6300.331 - Prof Svc IT - Website Svc** Totals							Invoice Transactions	1		$599.82
Account **6360.076 - Maint & Repairs Copier**										
10406 - Monterey Bay Systems	513981	City Hall Copier Maintenance Contract-June-Aug. 2026	Paid by EFT # 7770		05/26/2026	05/22/2026	05/22/2026		06/05/2026	701.22
Account **6360.076 - Maint & Repairs Copier** Totals							Invoice Transactions	1		$701.22
Account **6360.342 - Maint & Repairs IT - System Annual Maint**										
10897 - TechRx Technology Services Corporation	13790	Ninite Subscription June 2026	Paid by EFT # 7774		06/01/2026	06/01/2026	06/01/2026		06/05/2026	216.00
10897 - TechRx Technology Services Corporation	13783	Amazon Glacier - Subscription - June 2026	Paid by EFT # 7774		06/01/2026	06/01/2026	06/01/2026		06/05/2026	475.00
10897 - TechRx Technology Services Corporation	13770	Veeam Subscription - June 2025	Paid by EFT # 7774		06/01/2026	06/01/2026	06/01/2026		06/05/2026	544.00
10897 - TechRx Technology Services Corporation	13786	Veeam O365 Backup & Glacier Storage - June 2026	Paid by EFT # 7774		06/01/2026	06/01/2026	06/01/2026		06/05/2026	400.00
10905 - Taygeta Scientific, Inc.	000423-R-0090	Computer Network Defense - June 2026	Paid by Check # 109431		06/01/2026	06/02/2026	06/02/2026		06/05/2026	2,833.33

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **125 - I. T.**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.342 - Maint & Repairs IT - System Annual Maint**										
10905 - Taygeta Scientific, Inc.	000708-R-0063	Barracuda Spam Firewall - June 2026	Paid by Check # 109431		06/01/2026	06/02/2026	06/02/2026		06/05/2026	585.60
Account **6360.342 - Maint & Repairs IT - System Annual Maint** Totals								Invoice Transactions	6	$5,053.93
Account **6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade**										
10897 - TechRx Technology Services Corporation	13766	Citywide MS Office 365 - June 2026	Paid by EFT # 7774		06/01/2026	06/01/2026	06/01/2026		06/05/2026	3,041.60
Account **6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade** Totals								Invoice Transactions	1	$3,041.60
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	10	$20,796.57
Division **000 - Non-Div** Totals								Invoice Transactions	10	$20,796.57
Department **125 - I. T.** Totals								Invoice Transactions	10	$20,796.57
Department **150 - City Attorney**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc**										
11964 - Shute Mihaly & Weinberger LLP	296914	City Attorney Services - April 2026	Paid by EFT # 7773		05/26/2026	05/28/2026	05/28/2026		06/05/2026	29,505.87
11964 - Shute Mihaly & Weinberger LLP	296911	Code Enforcement - April 2026	Paid by EFT # 7773		05/26/2026	05/28/2026	05/28/2026		06/05/2026	11,831.85
11964 - Shute Mihaly & Weinberger LLP	296921	Finance - April 2026	Paid by EFT # 7773		05/26/2026	05/28/2026	05/28/2026		06/05/2026	3,425.40
11964 - Shute Mihaly & Weinberger LLP	296915	Fire Department - April 2026	Paid by EFT # 7773		05/26/2026	05/28/2026	05/28/2026		06/05/2026	103.80
11964 - Shute Mihaly & Weinberger LLP	296913	Human Resources and Risk - April 2026	Paid by EFT # 7773		05/26/2026	05/28/2026	05/28/2026		06/05/2026	519.00
11964 - Shute Mihaly & Weinberger LLP	296917	Planning Commission/Development - April 2026	Paid by EFT # 7773		05/26/2026	05/28/2026	05/28/2026		06/05/2026	33,330.25
11964 - Shute Mihaly & Weinberger LLP	296918	Parks - April 2026	Paid by EFT # 7773		05/26/2026	05/28/2026	05/28/2026		06/05/2026	2,110.60
11964 - Shute Mihaly & Weinberger LLP	296919	Police Department - April 2026	Paid by EFT # 7773		05/26/2026	05/28/2026	05/28/2026		06/05/2026	1,698.85
11964 - Shute Mihaly & Weinberger LLP	296920	Public Works - April 2026	Paid by EFT # 7773		05/26/2026	05/28/2026	05/28/2026		06/05/2026	11,221.80

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **150 - City Attorney**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc**										
10257 - Goldfarb & Lipman	494410	General - April 2026	Paid by EFT # 7765		05/29/2026	06/02/2026	06/02/2026		06/05/2026	2,123.25
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc** Totals								Invoice Transactions	10	$95,870.67
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	10	$95,870.67
Division **000 - Non-Div** Totals								Invoice Transactions	10	$95,870.67
Department **150 - City Attorney** Totals								Invoice Transactions	10	$95,870.67
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6150.500 - Medical Vision**										
10607 - Vision Service Plan	06-01-26.	VSP Adjustment (06.2026)	Paid by EFT # 7776		06/01/2026	06/01/2026	06/01/2026		06/05/2026	257.59
Account **6150.500 - Medical Vision** Totals								Invoice Transactions	1	$257.59
Account **6300.217 - Prof Svc Fin - Business Lic Services**										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN063674	April 2026 BL Admin Fee	Paid by EFT # 7767		04/30/2026	06/02/2026	06/02/2026		06/05/2026	999.95
Account **6300.217 - Prof Svc Fin - Business Lic Services** Totals								Invoice Transactions	1	$999.95
Account **6300.570 - Prof Svc Other**										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN063675	April 2026 HDL - TOT	Paid by EFT # 7767		04/30/2026	06/02/2026	06/02/2026		06/05/2026	2,622.05
Account **6300.570 - Prof Svc Other** Totals								Invoice Transactions	1	$2,622.05
Account **6380.150 - Utilities Comm Phone System**										
10758 - AT & T CALNET3	000025298946	CALNET3-9391023477 (582-9803)	Paid by Check # 109386		05/27/2026	06/02/2026	06/02/2026		06/05/2026	32.46
10758 - AT & T CALNET3	000025298940	CALNET3-9391023471 (582-0100)	Paid by Check # 109386		05/27/2026	06/02/2026	06/02/2026		06/05/2026	67.41
Account **6380.150 - Utilities Comm Phone System** Totals								Invoice Transactions	2	$99.87
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	May 2026 56-018	208 Palm Avenue	Paid by Check # 109409		05/12/2026	05/24/2026	05/24/2026		06/05/2026	300.82
10349 - Marina Coast Water District	May 2026 56-020	304 Hillcrest Avenue	Paid by Check # 109409		05/12/2026	05/24/2026	05/24/2026		06/05/2026	109.63
10349 - Marina Coast Water District	May 2026 56-017	208 Palm Avenue, Unit A	Paid by Check # 109409		05/12/2026	05/24/2026	05/24/2026		06/05/2026	84.45

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	May 2026 56-025	327 Reindollar Avenue Sewer	Paid by Check # 109409		05/12/2026	05/24/2026	05/24/2026		06/05/2026	43.48
				Account **6380.500 - Utilities Water & Sewer** Totals				Invoice Transactions	4	$538.38
Account **6400.635 - Material & Suppl Postage Shipping**										
10480 - Pitney Bowes	3107910865	Postage Meter Quarterly Lease - March-June 2026	Paid by Check # 109417		05/30/2026	06/02/2026	06/02/2026		06/05/2026	1,566.89
				Account **6400.635 - Material & Suppl Postage Shipping** Totals				Invoice Transactions	1	$1,566.89
Account **6600.600 - Other Charges Other**										
11889 - Gladwell Govermental Services Inc	6065	Records Retention Legal Review FY 25-26	Paid by Check # 109402		01/25/2026	05/22/2026	05/22/2026		06/05/2026	75.00
				Account **6600.600 - Other Charges Other** Totals				Invoice Transactions	1	$75.00
Account **6600.625 - Other Charges Printing Svc**										
12398 - Final Option Corp / Pacific Printing	59025	Marina Bifold Postcard Mailer and mailing Svc.	Paid by Check # 109398		05/29/2026	06/01/2026	06/01/2026		06/05/2026	14,648.60
				Account **6600.625 - Other Charges Printing Svc** Totals				Invoice Transactions	1	$14,648.60
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	12	$20,808.33
				Division **000 - Non-Div** Totals				Invoice Transactions	12	$20,808.33
				Department **190 - Citywide Non-Dept** Totals				Invoice Transactions	12	$20,808.33
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10107 - California Towing & Transport	215540	JUMP START CALL #275340437	Paid by Check # 109391		05/26/2026	06/25/2026	05/26/2026		06/05/2026	150.00
11458 - Ganete Solutions, Inc. / ArmorerLink	1805022	FIREARM MGMT SYSTM ANL SUBSCR & PHN SCAN ANL LIC 7/1/26-6/30/27	Paid by Check # 109400		06/01/2026	07/01/2026	06/02/2026		06/05/2026	2,900.00
12065 - Hasco Stations, LLC	HCL-061802-26	CAR WASH ACCT # 23680	Paid by Check # 109403		05/31/2026	06/15/2026	06/02/2026		06/05/2026	102.00
10326 - Language Line Services, Inc/LanguageLine Solutions	11903758	TRANSLATION SERVICES ACCT # 9020101064	Paid by Check # 109406		04/30/2026	05/30/2026	05/11/2026		06/05/2026	153.22
10342 - Monterey County Peace Officers Association-MCPOA	A19-00191	05/31/2026 MCPOA SHOOTING RANGE USE	Paid by Check # 109412		05/31/2026	06/02/2026	06/02/2026		06/05/2026	1,050.00
11899 - Robert Half International, Inc	66224585	ad	Paid by Check # 109422		05/18/2026	05/26/2026	05/26/2026		06/05/2026	1,930.97

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
11899 - Robert Half International, Inc	66269537	Admin Temp - JoAnn Wilson	Paid by Check # 109422		06/01/2026	06/03/2026	06/03/2026		06/05/2026	1,541.12
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	7	$7,827.31
Account **6360.342 - Maint & Repairs IT - System Annual Maint**										
10143 - CivicPlus, LLC	369995	Next Request Annual Fee 7/1/26 - 6/30/27	Paid by EFT # 7759		07/01/2026	07/31/2026	05/07/2026		06/05/2026	10,570.77
11957 - Flock Group, Inc. / Flock Safety	INV-92036	SOLAR VIDEO CAMERA PTZ, fka CONDOR	Paid by EFT # 7762		04/16/2026	05/16/2026	06/02/2026		06/05/2026	291.09
				Account **6360.342 - Maint & Repairs IT - System Annual Maint** Totals				Invoice Transactions	2	$10,861.86
Account **6360.570 - Maint & Repairs Other Svc Agr**										
12146 - MRC Smart Tech. Solutions/MR COPY INC DBA:XBS-WEST	IN5399827	METER READ	Paid by Check # 109414		05/29/2026	06/28/2026	06/02/2026		06/05/2026	196.66
				Account **6360.570 - Maint & Repairs Other Svc Agr** Totals				Invoice Transactions	1	$196.66
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	6143876014	PD DEPARTMENT CELL PHONES ACCT # 272493672-00001	Paid by EFT # 7775		05/18/2026	06/10/2026	05/26/2026		06/05/2026	2,485.28
				Account **6380.120 - Utilities Comm Mobile & Pager** Totals				Invoice Transactions	1	$2,485.28
Account **6380.150 - Utilities Comm Phone System**										
10057 - Avaya, Inc.	2222092354	MONTHLY HARDWARE SVCS ACCT #100828859	Paid by EFT # 7756		05/28/2026	05/28/2026	05/28/2026		06/05/2026	10.30
10057 - Avaya, Inc.	2222089706	MONTHLY HARDWARE SVCS ACCT #100828859	Paid by EFT # 7756		05/03/2026	05/26/2026	05/26/2026		06/05/2026	2.19
10374 - Maynard Group Inc.	IN2066785	UTILITIES PHONES ACCT #AC3746	Paid by EFT # 7769		06/01/2026	07/01/2026	06/02/2026		06/05/2026	681.25
				Account **6380.150 - Utilities Comm Phone System** Totals				Invoice Transactions	3	$693.74
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
12430 - STURDY OIL COMPANY	306066	City Fuel	Paid by Check # 109429		05/23/2026	05/29/2026	05/29/2026		06/05/2026	8,007.84
12430 - STURDY OIL COMPANY	294540	City Fuel	Paid by Check # 109429		02/06/2026	06/02/2026	06/02/2026		06/05/2026	3,959.38
				Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals				Invoice Transactions	2	$11,967.22
Account **6400.720 - Material & Suppl Safety Equip**										
10727 - Ace Hardware-Public Safety	094299	HVY DUTY SPONGE; METAL HOSE NOZL; 50FT HOSE COIL	Paid by Check # 109382		05/27/2026	06/10/2026	05/26/2026		06/05/2026	98.27

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.720 - Material & Suppl Safety Equip**										
11400 - BPS Tactical, Inc.	26020918	DUTY VESTS - SIEVERS, BAINS, MOROZOVA	Paid by Check # 109388		05/08/2026	06/07/2026	05/11/2026		06/05/2026	2,709.31
11400 - BPS Tactical, Inc.	26021002	MOLLE POCKETS LAPD BLUE	Paid by Check # 109388		05/19/2026	06/18/2026	05/20/2026		06/05/2026	568.71
10330 - LC ACTION POLICE SUPPLY LTD/LC ACTION POLICE SUPPL	485418	GLOCK ACCESSORIES RED DOT HOLSTER	Paid by Check # 109408		03/04/2026	04/03/2026	05/26/2026		06/05/2026	890.55
			Account **6400.720 - Material & Suppl Safety Equip** Totals				Invoice Transactions	4		$4,266.84
Account **6400.800 - Material & Suppl Uniform**										
10309 - Salinas Valley Pro Squad	023002	UNIFORM - T. BRANNON	Paid by Check # 109423		05/05/2026	06/04/2026	06/02/2026		06/05/2026	190.93
10309 - Salinas Valley Pro Squad	022908	UNIFORM - J. KOBAYASHI	Paid by Check # 109423		04/24/2026	05/24/2026	06/02/2026		06/05/2026	825.86
10309 - Salinas Valley Pro Squad	023039	UNIFORM - B. SIEVERS	Paid by Check # 109423		05/18/2026	06/17/2026	06/02/2026		06/05/2026	383.45
			Account **6400.800 - Material & Suppl Uniform** Totals				Invoice Transactions	3		$1,400.24
Account **6500.620 - Training & Travel POST**										
10629 - Anthony Aiello - Employee	5-18-26	Per Diem - Aiello - Intro to Supervision Course	Paid by Check # 109385		05/27/2026	05/27/2026	05/27/2026		06/05/2026	70.00
11752 - Francisco Tapia - Employee	5-18-26	Per Diem - Tapia - Intro to Supervision Course	Paid by EFT # 7764		05/27/2026	05/27/2026	05/27/2026		06/05/2026	70.00
11824 - Gabriel Rose - Employee	5-18-26	Per Diem - Rose - Intro to Supervision Course	Paid by Check # 109399		05/27/2026	05/27/2026	05/27/2026		06/05/2026	70.00
11659 - Shivdev Dhillon - Employee	5-18-26	Per Diem - Dhillon - Intro to Supervision Course	Paid by Check # 109425		05/27/2026	05/27/2026	05/27/2026		06/05/2026	70.00
11659 - Shivdev Dhillon - Employee	6-10-26	Per Diem - Dhillon Use of Force Decision Making	Paid by Check # 109425		05/28/2026	05/28/2026	05/28/2026		06/05/2026	35.00
			Account **6500.620 - Training & Travel POST** Totals				Invoice Transactions	5		$315.00
Account **6600.490 - Other Charges Membership Prof Orgs**										
10095 - California Police Chiefs Association	16417	7/1/26-6/30/27 CPCA DUES FOR 26-50 PERSONNEL	Paid by Check # 109389		07/01/2026	07/30/2026	05/26/2026		06/05/2026	559.00
			Account **6600.490 - Other Charges Membership Prof Orgs** Totals				Invoice Transactions	1		$559.00

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6600.780 - Other Charges Transcription Svc**										
10544 - SpeakWrite	6d5f18f3	TRANSCRIPTION SERVICES-ONLINE REPORTING	Paid by Check # 109426		06/01/2026	06/02/2026	06/02/2026		06/05/2026	426.12
Account **6600.780 - Other Charges Transcription Svc** Totals								Invoice Transactions	1	$426.12
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	30	$40,999.27
Division **000 - Non-Div** Totals								Invoice Transactions	30	$40,999.27
Department **210 - Police** Totals								Invoice Transactions	30	$40,999.27
Department **250 - Fire**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10250 - Gavilan Pest Control	0178257	Pest Control - 3260 Imjin Rd	Paid by Check # 109401		05/08/2026	05/18/2026	05/18/2026		06/05/2026	90.00
10841 - Art Black / Carmel Fire Protection	126227	Residential Fire Sprinkler Inspection for 3090 Samwill Court	Paid by EFT # 7755		05/22/2026	06/02/2026	06/02/2026		06/05/2026	230.00
10841 - Art Black / Carmel Fire Protection	126226	Residential Fire Sprinkler Inspection for 589 Inyo Court	Paid by EFT # 7755		05/22/2026	06/02/2026	06/02/2026		06/05/2026	230.00
10841 - Art Black / Carmel Fire Protection	126225	Residential Fire Sprinkler Inspection for 592 Inyo Court	Paid by EFT # 7755		05/22/2026	06/02/2026	06/02/2026		06/05/2026	230.00
10841 - Art Black / Carmel Fire Protection	126224	Residential Fire Sprinkler Inspection for 263 Santa Lucia Lane	Paid by EFT # 7755		05/22/2026	06/02/2026	06/02/2026		06/05/2026	230.00
10841 - Art Black / Carmel Fire Protection	126223	Residential Fire Sprinkler Inspection for 254 Santa Lucia Lane	Paid by EFT # 7755		05/22/2026	06/02/2026	06/02/2026		06/05/2026	230.00
10841 - Art Black / Carmel Fire Protection	126222	Residential Fire Sprinkler Inspection for 253 Laguna Seca Lane	Paid by EFT # 7755		05/22/2026	06/02/2026	06/02/2026		06/05/2026	230.00
10841 - Art Black / Carmel Fire Protection	126221	Residential Fire Sprinkler Inspection for 255 Laguna Seca Lane	Paid by EFT # 7755		05/22/2026	06/02/2026	06/02/2026		06/05/2026	230.00
Account **6300.570 - Prof Svc Other** Totals								Invoice Transactions	8	$1,700.00
Account **6360.566 - Maint & Repairs Other Equipment**										
12394 - Witmer Public Safety Group, Inc	INV903903	Shut Off Valve Swivel 1.5in NH	Paid by Check # 109436		06/02/2026	06/03/2026	06/03/2026		06/05/2026	472.83
Account **6360.566 - Maint & Repairs Other Equipment** Totals								Invoice Transactions	1	$472.83

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **250 - Fire**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.300 - Utilities Gas & Electric**										
10603 - Verizon Wireless	6144504021	371782403-00002 FD Mobile Apr 26 - May 25	Paid by EFT # 7775		05/25/2026	06/02/2026	06/02/2026		06/05/2026	584.40
Account **6380.300 - Utilities Gas & Electric** Totals								Invoice Transactions 1		$584.40
Account **6400.100 - Material & Suppl CSA 74 Funded**										
12459 - Ring Rescue Inc.	SO-1795	Ring Rescue Kit	Paid by Check # 109420		05/29/2026	05/29/2026	05/29/2026		06/05/2026	3,435.00
Account **6400.100 - Material & Suppl CSA 74 Funded** Totals								Invoice Transactions 1		$3,435.00
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
12430 - STURDY OIL COMPANY	306066	City Fuel	Paid by Check # 109429		05/23/2026	05/29/2026	05/29/2026		06/05/2026	2,016.15
12430 - STURDY OIL COMPANY	294540	City Fuel	Paid by Check # 109429		02/06/2026	06/02/2026	06/02/2026		06/05/2026	312.58
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions 2		$2,328.73
Account **6400.740 - Material & Suppl Special Dept Suppl**										
11393 - Carmel Roasters, Inc./Carmel Valley Coffee Roastin	75180	FD Coffee - 3 Boxes and Filters	Paid by Check # 109393		06/03/2026	06/03/2026	06/03/2026		06/05/2026	334.77
Account **6400.740 - Material & Suppl Special Dept Suppl** Totals								Invoice Transactions 1		$334.77
Account **6400.800 - Material & Suppl Uniform**										
12452 - TEXOMA INNOVATIONS, INC. / CREATIVE CASTING	26.0335	Set Up Fee for FD Belt Buckles	Paid by Check # 109432		05/14/2026	06/02/2026	06/02/2026		06/05/2026	400.00
Account **6400.800 - Material & Suppl Uniform** Totals								Invoice Transactions 1		$400.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 15		$9,255.73
Division **000 - Non-Div** Totals								Invoice Transactions 15		$9,255.73
Department **250 - Fire** Totals								Invoice Transactions 15		$9,255.73
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.065 - Maint & Repairs Bdg NonFlagship**										
10250 - Gavilan Pest Control	0178048	Pest Control - 2660 5th Ave	Paid by Check # 109401		05/08/2026	05/18/2026	05/18/2026		06/05/2026	105.00
12279 - RJ Parlay Inc./ClearBLu Environmental	35691	Cold Pressure Washer	Paid by Check # 109421		04/21/2026	05/21/2026	05/21/2026		06/05/2026	631.80
Account **6360.065 - Maint & Repairs Bdg NonFlagship** Totals								Invoice Transactions 2		$736.80
Account **6360.170 - Maint & Repairs Elevator Svc**										
10196 - State Labor Commissioner State of California-Dept. of Industrial Relations	S 2264425 SJ	Elevator Unit Invoice 097348	Paid by Check # 109427		03/12/2026	04/28/2026	04/28/2026		06/05/2026	675.00

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.170 - Maint & Repairs Elevator Svc**										
10196 - State Labor Commissioner State of California-Dept. of Industrial Relations	E 2239333 SJ	Conveyance Invoice Remittance 097348	Paid by Check # 109427		03/29/2026	04/28/2026	04/28/2026		06/05/2026	450.00
			Account **6360.170 - Maint & Repairs Elevator Svc** Totals				Invoice Transactions	2		$1,125.00
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	May 2026 56-011	3254 Abdy Way (Tate Park - Irrigation)	Paid by Check # 109409		05/05/2026	05/20/2026	05/20/2026		06/05/2026	657.30
10349 - Marina Coast Water District	May 2026 56-034	3240 De Forest Rd	Paid by Check # 109409		05/05/2026	05/20/2026	05/20/2026		06/05/2026	864.37
10349 - Marina Coast Water District	May 2026 56-098	3254 Abdy Way (Tate Park - Building)	Paid by Check # 109409		05/05/2026	05/20/2026	05/20/2026		06/05/2026	86.77
10349 - Marina Coast Water District	May 2026 56-106	306 Reservation Rd	Paid by Check # 109409		05/05/2026	05/20/2026	05/20/2026		06/05/2026	87.96
10349 - Marina Coast Water District	May 2026 56-014	3200 Del Monte Blvd	Paid by Check # 109409		05/05/2026	05/22/2026	05/22/2026		06/05/2026	3,072.88
10349 - Marina Coast Water District	Apr 2026 56-099	9th street West of 2nd Avenue	Paid by Check # 109409		04/27/2026	05/22/2026	05/22/2026		06/05/2026	1,690.85
10349 - Marina Coast Water District	Apr 2026 56-100	9th Street Irrigation Parcels L & M	Paid by Check # 109409		04/27/2026	05/22/2026	05/22/2026		06/05/2026	2,331.48
10349 - Marina Coast Water District	May 2026 56-001	209-13 Cypress Avenue	Paid by Check # 109409		05/12/2026	05/22/2026	05/22/2026		06/05/2026	237.11
10349 - Marina Coast Water District	Apr 2026 56-107	9th Street Irrigation	Paid by Check # 109409		04/27/2026	05/22/2026	05/22/2026		06/05/2026	1,192.79
10349 - Marina Coast Water District	Apr 2026 56-108	Imjin Pkwy & Marina Heights Irrigation	Paid by Check # 109409		04/27/2026	05/24/2026	05/24/2026		06/05/2026	2,246.54
10349 - Marina Coast Water District	Apr 2026 56-109	8th Street Hilltop Park Temp Irrigation	Paid by Check # 109409		04/27/2026	05/24/2026	05/24/2026		06/05/2026	696.75
10349 - Marina Coast Water District	May 2026 56-019	211 Hillcrest Avenue	Paid by Check # 109409		05/12/2026	05/24/2026	05/24/2026		06/05/2026	840.12
10349 - Marina Coast Water District	Apr 2026 56-112	NE Corner Imjin Pkwy & E Abrams Dr	Paid by Check # 109409		04/27/2026	05/24/2026	05/24/2026		06/05/2026	271.16
10349 - Marina Coast Water District	Apr 2026 56-103	2840 Fifth Avenue	Paid by Check # 109409		04/27/2026	05/24/2026	05/24/2026		06/05/2026	129.21
10349 - Marina Coast Water District	Apr 2026 56-102	9th St & 4th Ave	Paid by Check # 109409		04/27/2026	05/24/2026	05/24/2026		06/05/2026	134.44
10349 - Marina Coast Water District	Apr 2026 56-110	9th St & 4th Ave	Paid by Check # 109409		04/27/2026	05/24/2026	05/24/2026		06/05/2026	86.47
10349 - Marina Coast Water District	May 2026 56-111	Imjin Pkwy & Preston Dr	Paid by Check # 109409		05/19/2026	05/26/2026	05/26/2026		06/05/2026	5,167.84

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	May 2026 56-045	3100 Preston Drive	Paid by Check # 109409		05/19/2026	05/26/2026	05/26/2026		06/05/2026	3,433.36
Account **6380.500 - Utilities Water & Sewer** Totals								Invoice Transactions	18	$23,227.40
Account **6400.565 - Material & Suppl Office Supplies**										
12248 - Blue Triton Brands Inc	06E8720337299	209 Cypress Ave 4/15/26-5/14/26	Paid by Check # 109387		05/16/2026	06/02/2026	06/02/2026		06/05/2026	92.73
Account **6400.565 - Material & Suppl Office Supplies** Totals								Invoice Transactions	1	$92.73
Account **6400.737 - Material & Suppl Tools & Equip**										
10728 - Ace Hardware-Public Works	093835	Material – Facilities, Grounds	Paid by Check # 109383		03/24/2026	05/26/2026	05/26/2026		06/05/2026	27.29
Account **6400.737 - Material & Suppl Tools & Equip** Totals								Invoice Transactions	1	$27.29
Account **6400.742 - Material & Suppl Sprinklers/Plants/Fertilizer**										
10728 - Ace Hardware-Public Works	093827	Buildings and Grounds	Paid by Check # 109383		03/23/2026	05/26/2026	05/26/2026		06/05/2026	14.37
10728 - Ace Hardware-Public Works	093820	Material & Suppl – Grounds	Paid by Check # 109383		03/20/2026	05/26/2026	05/26/2026		06/05/2026	33.81
10728 - Ace Hardware-Public Works	093849	Material & Suppl – Grounds	Paid by Check # 109383		03/25/2026	05/26/2026	05/26/2026		06/05/2026	72.00
Account **6400.742 - Material & Suppl Sprinklers/Plants/Fertilizer** Totals								Invoice Transactions	3	$120.18
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	27	$25,329.40
Division **311 - Buildings & Grounds** Totals								Invoice Transactions	27	$25,329.40
Division **313 - Vehicle Maint**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
12443 - RAYA AUTOMOTIVE LLC	2686	Oil Change 2018 Chevrolet Colorado LT (White)	Paid by Check # 109438		05/29/2026	06/01/2026	06/01/2026		06/05/2026	51.00
12443 - RAYA AUTOMOTIVE LLC	2673	Diagnostic 2006 Ford F-450 Super Duty XL	Paid by Check # 109438		05/21/2026	06/01/2026	06/01/2026		06/05/2026	1,700.00
12443 - RAYA AUTOMOTIVE LLC	2684	Tow Truck 2022 Dodge Durango Pursuit (Black, #825)	Paid by Check # 109438		05/29/2026	06/01/2026	06/01/2026		06/05/2026	286.00
12443 - RAYA AUTOMOTIVE LLC	2676	Break Job and Oil Change 2022 Dodge Durango Pursuit (Black, #824	Paid by Check # 109438		05/14/2026	06/01/2026	06/01/2026		06/05/2026	731.00
12443 - RAYA AUTOMOTIVE LLC	2671	Oil Leak 2022 Dodge Durango Pursuit (Black, #825)	Paid by Check # 109438		05/08/2026	06/01/2026	06/01/2026		06/05/2026	1,020.00

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **310 - Public Works**										
Division **313 - Vehicle Maint**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
12443 - RAYA AUTOMOTIVE LLC	2658	2025 Ford Police Interceptor Utility Base (Black, #827	Paid by Check # 109438		04/29/2026	06/01/2026	06/01/2026		06/05/2026	340.00
12443 - RAYA AUTOMOTIVE LLC	2655	2021 Dodge Charger Pursuit (Black, #822)	Paid by Check # 109438		04/29/2026	06/01/2026	06/01/2026		06/05/2026	340.00
12443 - RAYA AUTOMOTIVE LLC	2645	2022 Dodge Durango Pursuit (Black, #825)	Paid by Check # 109438		04/17/2026	06/01/2026	06/01/2026		06/05/2026	1,105.00
12443 - RAYA AUTOMOTIVE LLC	2644	2021 Dodge Charger Pursuit (Black, #822)	Paid by Check # 109438		04/15/2026	06/01/2026	06/01/2026		06/05/2026	1,105.00
12443 - RAYA AUTOMOTIVE LLC	2641	2016 FORD Taurus (Gray, #810)	Paid by Check # 109438		04/14/2026	06/01/2026	06/01/2026		06/05/2026	51.00
12443 - RAYA AUTOMOTIVE LLC	2640	Oil Change 2021 Chevrolet Tahoe LT (Black, #821)	Paid by Check # 109438		04/14/2026	06/01/2026	06/01/2026		06/05/2026	51.00
12443 - RAYA AUTOMOTIVE LLC	2638	2025 Ford Police Interceptor Utility Base (Black, #829)	Paid by Check # 109438		04/14/2026	06/01/2026	06/01/2026		06/05/2026	51.00
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	12		$6,831.00
Account **6360.850 - Maint & Repairs Vehicle**										
12443 - RAYA AUTOMOTIVE LLC	2686	Oil Change 2018 Chevrolet Colorado LT (White)	Paid by Check # 109438		05/29/2026	06/01/2026	06/01/2026		06/05/2026	93.86
12443 - RAYA AUTOMOTIVE LLC	2673	Diagnostic 2006 Ford F-450 Super Duty XL	Paid by Check # 109438		05/21/2026	06/01/2026	06/01/2026		06/05/2026	1,029.60
12443 - RAYA AUTOMOTIVE LLC	2684	Tow Truck 2022 Dodge Durango Pursuit (Black, #825)	Paid by Check # 109438		05/29/2026	06/01/2026	06/01/2026		06/05/2026	301.53
12443 - RAYA AUTOMOTIVE LLC	2676	Break Job and Oil Change 2022 Dodge Durango Pursuit (Black, #824	Paid by Check # 109438		05/14/2026	06/01/2026	06/01/2026		06/05/2026	1,217.95
12443 - RAYA AUTOMOTIVE LLC	2671	Oil Leak 2022 Dodge Durango Pursuit (Black, #825)	Paid by Check # 109438		05/08/2026	06/01/2026	06/01/2026		06/05/2026	850.51
12443 - RAYA AUTOMOTIVE LLC	2658	2025 Ford Police Interceptor Utility Base (Black, #827	Paid by Check # 109438		04/29/2026	06/01/2026	06/01/2026		06/05/2026	371.45
12443 - RAYA AUTOMOTIVE LLC	2645	2022 Dodge Durango Pursuit (Black, #825)	Paid by Check # 109438		04/17/2026	06/01/2026	06/01/2026		06/05/2026	988.48
12443 - RAYA AUTOMOTIVE LLC	2644	2021 Dodge Charger Pursuit (Black, #822)	Paid by Check # 109438		04/15/2026	06/01/2026	06/01/2026		06/05/2026	1,467.48

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **310 - Public Works**										
Division **313 - Vehicle Maint**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.850 - Maint & Repairs Vehicle**										
12443 - RAYA AUTOMOTIVE LLC	2641	2016 FORD Taurus (Gray, #810)	Paid by Check # 109438		04/14/2026	06/01/2026	06/01/2026		06/05/2026	89.45
12443 - RAYA AUTOMOTIVE LLC	2640	Oil Change 2021 Chevrolet Tahoe LT (Black, #821)	Paid by Check # 109438		04/14/2026	06/01/2026	06/01/2026		06/05/2026	131.90
12443 - RAYA AUTOMOTIVE LLC	2638	2025 Ford Police Interceptor Utility Base (Black, #829)	Paid by Check # 109438		04/14/2026	06/01/2026	06/01/2026		06/05/2026	90.98
				Account **6360.850 - Maint & Repairs Vehicle** Totals			Invoice Transactions	11		$6,633.19
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	23		$13,464.19
				Division **313 - Vehicle Maint** Totals			Invoice Transactions	23		$13,464.19
				Department **310 - Public Works** Totals			Invoice Transactions	50		$38,793.59
Department **410 - Planning**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
12430 - STURDY OIL COMPANY	306066	City Fuel	Paid by Check # 109429		05/23/2026	05/29/2026	05/29/2026		06/05/2026	210.73
12430 - STURDY OIL COMPANY	294540	City Fuel	Paid by Check # 109429		02/06/2026	06/02/2026	06/02/2026		06/05/2026	104.19
				Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals			Invoice Transactions	2		$314.92
Account **6400.565 - Material & Suppl Office Supplies**										
12248 - Blue Triton Brands Inc	06E8720337299	209 Cypress Ave 4/15/26-5/14/26	Paid by Check # 109387		05/16/2026	06/02/2026	06/02/2026		06/05/2026	92.73
				Account **6400.565 - Material & Suppl Office Supplies** Totals			Invoice Transactions	1		$92.73
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	3		$407.65
				Division **000 - Non-Div** Totals			Invoice Transactions	3		$407.65
				Department **410 - Planning** Totals			Invoice Transactions	3		$407.65
Department **420 - Engineering**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
11784 - John Upshaw John Upshaw - DJ Monterey	2-20-2026	3 hours of DJ Service for NPWC	Paid by Check # 109404		02/20/2026	05/27/2026	05/27/2026		06/05/2026	900.00

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **420 - Engineering**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
12453 - MMJUMPERS & PARTY RENTALS LLC	22959	Vince DiMaggio Park NPWC event	Paid by Check # 109410		05/16/2026	05/27/2026	05/27/2026		06/05/2026	545.00
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	2	$1,445.00
Account **6370.540 - Shared Svc NPDES Contribution**										
10556 - California State Water Resources Control Board	SW-0334825	Annual Permit Fee	Paid by Check # 109390		01/07/2026	05/18/2026	05/18/2026		06/05/2026	673.00
				Account **6370.540 - Shared Svc NPDES Contribution** Totals				Invoice Transactions	1	$673.00
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	3	$2,118.00
				Division **000 - Non-Div** Totals				Invoice Transactions	3	$2,118.00
				Department **420 - Engineering** Totals				Invoice Transactions	3	$2,118.00
Department **440 - Economic Dev**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
11010 - Adams Ashby Group,Inc.	7628	2026 HOME Long-term Monitoring - Rockrose Gardens Apt.	Paid by Check # 109384		04/03/2026	05/22/2026	05/22/2026		06/05/2026	4,300.00
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	1	$4,300.00
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	1	$4,300.00
				Division **000 - Non-Div** Totals				Invoice Transactions	1	$4,300.00
				Department **440 - Economic Dev** Totals				Invoice Transactions	1	$4,300.00
Department **510 - Recreation & Culture**										
Division **100 - Admin**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	229085	Custodial Service for May 2026	Paid by EFT # 7758		05/26/2026	05/27/2026	05/27/2026		06/05/2026	906.47
				Account **6360.360 - Maint & Repairs Janitorial** Totals				Invoice Transactions	1	$906.47
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	6143833821	542484588-00001	Paid by EFT # 7775		05/17/2026	05/26/2026	05/26/2026		06/05/2026	207.64
				Account **6380.120 - Utilities Comm Mobile & Pager** Totals				Invoice Transactions	1	$207.64

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **510 - Recreation & Culture**										
Division **100 - Admin**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
12430 - STURDY OIL COMPANY	306066	City Fuel	Paid by Check # 109429		05/23/2026	05/29/2026	05/29/2026		06/05/2026	526.83
12430 - STURDY OIL COMPANY	294540	City Fuel	Paid by Check # 109429		02/06/2026	06/02/2026	06/02/2026		06/05/2026	260.49
			Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals				Invoice Transactions	2		$787.32
			Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	4		$1,901.43
			Division **100 - Admin** Totals				Invoice Transactions	4		$1,901.43
Division **511 - Youth**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	229085	Custodial Service for May 2026	Paid by EFT # 7758		05/26/2026	05/27/2026	05/27/2026		06/05/2026	350.00
			Account **6360.360 - Maint & Repairs Janitorial** Totals				Invoice Transactions	1		$350.00
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	6143833821	542484588-00001	Paid by EFT # 7775		05/17/2026	05/26/2026	05/26/2026		06/05/2026	64.01
			Account **6380.120 - Utilities Comm Mobile & Pager** Totals				Invoice Transactions	1		$64.01
			Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	2		$414.01
			Division **511 - Youth** Totals				Invoice Transactions	2		$414.01
Division **512 - Teen**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	229085	Custodial Service for May 2026	Paid by EFT # 7758		05/26/2026	05/27/2026	05/27/2026		06/05/2026	474.00
			Account **6360.360 - Maint & Repairs Janitorial** Totals				Invoice Transactions	1		$474.00
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	6143833821	542484588-00001	Paid by EFT # 7775		05/17/2026	05/26/2026	05/26/2026		06/05/2026	51.91
			Account **6380.120 - Utilities Comm Mobile & Pager** Totals				Invoice Transactions	1		$51.91
			Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	2		$525.91
			Division **512 - Teen** Totals				Invoice Transactions	2		$525.91

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **510 - Recreation & Culture**										
Division **513 - Senior**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	229085	Custodial Service for May 2026	Paid by EFT # 7758		05/26/2026	05/27/2026	05/27/2026		06/05/2026	329.00
Account **6360.360 - Maint & Repairs Janitorial** Totals								Invoice Transactions	1	$329.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$329.00
Division **513 - Senior** Totals								Invoice Transactions	1	$329.00
Division **514 - Sports**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	6143833821	542484588-00001	Paid by EFT # 7775		05/17/2026	05/26/2026	05/26/2026		06/05/2026	51.91
Account **6380.120 - Utilities Comm Mobile & Pager** Totals								Invoice Transactions	1	$51.91
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$51.91
Division **514 - Sports** Totals								Invoice Transactions	1	$51.91
Department **510 - Recreation & Culture** Totals								Invoice Transactions	10	$3,222.26
Fund **100 - General Fund** Totals								Invoice Transactions	156	$375,438.41

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **110 - Vehicle and Equipment**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6600.450 - Other Charges Leases & Rents**										
11491 - Enterprise FM Trust - Fleet Lease payments only	FBN5638215	Lease Payment for May 2026	Paid by EFT # 7761		05/05/2026	05/28/2026	05/28/2026		06/05/2026	33,060.30
Account **6600.450 - Other Charges Leases & Rents** Totals							Invoice Transactions	1		$33,060.30
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	1		$33,060.30
Division **000 - Non-Div** Totals							Invoice Transactions	1		$33,060.30
Department **000 - Non-Dept** Totals							Invoice Transactions	1		$33,060.30
Fund **110 - Vehicle and Equipment** Totals							Invoice Transactions	1		$33,060.30

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **255 - Housing Assistance Fund**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6600.400 - Other Charges - Fees**										
12067 - Sterling Management / Sterling Property Management	06-01-26	306 Reservation Road - HOA Fee - June 2026	Paid by Check # 109428		06/02/2026	06/02/2026	06/02/2026		06/05/2026	555.98
Account **6600.400 - Other Charges - Fees** Totals							Invoice Transactions 1			$555.98
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions 1			$555.98
Division **000 - Non-Div** Totals							Invoice Transactions 1			$555.98
Department **000 - Non-Dept** Totals							Invoice Transactions 1			$555.98
Fund **255 - Housing Assistance Fund** Totals							Invoice Transactions 1			$555.98

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **312 - 2015 GO Refunding Bonds Library**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.226 - Prof Svc Fin - Fees - Trustee**										
11250 - U.S. Bank	8199054	Acct# 6712129600/2015 General Obligation Refund. Bond Admin Fee	Paid by Check # 109433		05/22/2026	06/03/2026	06/03/2026		06/05/2026	636.00
				Account **6300.226 - Prof Svc Fin - Fees - Trustee** Totals				Invoice Transactions 1		$636.00
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions 1		$636.00
				Division **000 - Non-Div** Totals				Invoice Transactions 1		$636.00
				Department **000 - Non-Dept** Totals				Invoice Transactions 1		$636.00
				Fund **312 - 2015 GO Refunding Bonds Library** Totals				Invoice Transactions 1		$636.00

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **422 - Capital Projects - Measure X**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
11847 - BKF Engineers	26010504	Slurry Seal and Microsurfacing Streets	Paid by EFT # 7757		01/22/2026	05/27/2026	05/27/2026		06/05/2026	13,593.25
11847 - BKF Engineers	26010502	Marina Pavement Management Program	Paid by EFT # 7757		01/22/2026	05/26/2026	05/26/2026		06/05/2026	2,462.75
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions 2			$16,056.00
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions 2			$16,056.00
				Division **000 - Non-Div** Totals			Invoice Transactions 2			$16,056.00
				Department **000 - Non-Dept** Totals			Invoice Transactions 2			$16,056.00
				Fund **422 - Capital Projects - Measure X** Totals			Invoice Transactions 2			$16,056.00

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **462 - City Capital Projects**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10268 - Harris & Associates, Inc.	72380	Imjin Parkway Improvement Plan	Paid by EFT # 7766		05/21/2026	05/21/2026	05/21/2026		06/05/2026	39,781.52
10316 - Kimley-Horn & Associates, Inc.	35580705	Dunes & 2nd	Paid by Check # 109405		04/30/2026	05/28/2026	05/28/2026		06/05/2026	17,032.54
11489 - Wallace Group, Inc.	67967	Professional services rendered through April 30, 2026	Paid by Check # 109434		05/20/2026	05/27/2026	05/27/2026		06/05/2026	86,465.44
12409 - WithersRavenel, Inc.	191451	Facility Condition Assessment	Paid by Check # 109435		05/06/2026	05/22/2026	05/22/2026		06/05/2026	34,102.20
12266 - Yamabe & Horn Engineering, Inc.	55913	Marina Sidewalk Infill Project	Paid by Check # 109437		05/19/2026	06/03/2026	06/03/2026		06/05/2026	59,400.00
10728 - Ace Hardware-Public Works	094095	Vince DiMaggio Improvements	Paid by Check # 109383		04/27/2026	05/26/2026	05/26/2026		06/05/2026	54.44
10728 - Ace Hardware-Public Works	093815	Vince DiMaggio Improvements	Paid by Check # 109383		03/20/2026	05/26/2026	05/26/2026		06/05/2026	29.42
10728 - Ace Hardware-Public Works	094094	Vince DiMaggio Improvements	Paid by Check # 109383		04/27/2026	05/26/2026	05/26/2026		06/05/2026	105.76
10728 - Ace Hardware-Public Works	094092	Vince DiMaggio Improvements	Paid by Check # 109383		04/27/2026	05/26/2026	05/26/2026		06/05/2026	17.44
10728 - Ace Hardware-Public Works	094128	Vince DiMaggio Improvements	Paid by Check # 109383		04/30/2026	05/26/2026	05/26/2026		06/05/2026	116.84
10728 - Ace Hardware-Public Works	094122	Vince DiMaggio Improvements	Paid by Check # 109383		04/29/2026	05/26/2026	05/26/2026		06/05/2026	30.56
10728 - Ace Hardware-Public Works	094110	Vince DiMaggio Improvements	Paid by Check # 109383		04/28/2026	05/26/2026	05/26/2026		06/05/2026	91.92
10728 - Ace Hardware-Public Works	094101	Vince DiMaggio Improvements	Paid by Check # 109383		04/28/2026	05/26/2026	05/26/2026		06/05/2026	130.49
10316 - Kimley-Horn & Associates, Inc.	34527120	DEV. IMPACT FEE	Paid by Check # 109405		12/31/2025	05/07/2026	05/07/2026		06/05/2026	7,677.50
10316 - Kimley-Horn & Associates, Inc.	35654513	Del Monte Blvd & Beach Rd	Paid by Check # 109405		04/30/2026	05/26/2026	05/26/2026		06/05/2026	1,374.75
10316 - Kimley-Horn & Associates, Inc.	35779454	Del Monte - Reservation PS&E	Paid by Check # 109405		04/30/2026	06/03/2026	06/03/2026		06/05/2026	4,473.98
10831 - Kompan, Inc.	INV138082	Glorya Jean Tate Park	Paid by EFT # 7768		04/30/2026	06/03/2026	06/03/2026		06/05/2026	2,500.00
10425 - Monterey Peninsula Engineering	26-04-24	GLORYA JEAN TATE PARK IMPROVEMENTS PHASE 2 PROJECT	Paid by Check # 109413		04/30/2026	05/29/2026	05/29/2026		06/05/2026	163,089.35

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **462 - City Capital Projects**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
11489 - Wallace Group, Inc.	67905	Dunes Park Undergrounding	Paid by Check # 109434		05/20/2026	05/20/2026	05/20/2026		06/05/2026	2,348.00
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	19	$418,822.15
Account **6700.105 - Capital Outlay Construction**										
10349 - Marina Coast Water District	Jun 2026 WHP	City of Marina Windy Hill Park Improvements	Paid by Check # 109409		06/02/2026	06/03/2026	06/03/2026		06/05/2026	13,674.00
10108 - Capitol Barricade, Inc.	189408	Street signs	Paid by Check # 109392		05/13/2026	05/18/2026	05/18/2026		06/05/2026	10,325.52
				Account **6700.105 - Capital Outlay Construction** Totals				Invoice Transactions	2	$23,999.52
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	21	$442,821.67
				Division **000 - Non-Div** Totals				Invoice Transactions	21	$442,821.67
				Department **000 - Non-Dept** Totals				Invoice Transactions	21	$442,821.67
				Fund **462 - City Capital Projects** Totals				Invoice Transactions	21	$442,821.67

Accounts Payable by G/L Distribution Report

Payment Date Range 06/05/26 - 06/05/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **555 - Marina Airport**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc**										
11964 - Shute Mihaly & Weinberger LLP	296910	Airport - April 2026	Paid by EFT # 7773		05/26/2026	05/28/2026	05/28/2026		06/05/2026	7,127.60
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc** Totals							Invoice Transactions	1		$7,127.60
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
12430 - STURDY OIL COMPANY	306066	City Fuel	Paid by Check # 109429		05/23/2026	05/29/2026	05/29/2026		06/05/2026	316.10
12430 - STURDY OIL COMPANY	294540	City Fuel	Paid by Check # 109429		02/06/2026	06/02/2026	06/02/2026		06/05/2026	156.29
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals							Invoice Transactions	2		$472.39
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	3		$7,599.99
Division **000 - Non-Div** Totals							Invoice Transactions	3		$7,599.99
Department **000 - Non-Dept** Totals							Invoice Transactions	3		$7,599.99
Fund **555 - Marina Airport** Totals							Invoice Transactions	3		$7,599.99
Grand Totals							Invoice Transactions	185		$876,168.35

DRAFT

Agenda Item: **10b(1)**
City Council Meeting of
June 16, 2026

ACTION
MINUTES

Tuesday, May 19, 2026

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

THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).

Council Chambers
211 Hillcrest Avenue
Marina, California

AND

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

1. CALL TO ORDER: The meeting was called to order at 5:00 P.M.

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: Jenny McAdams, Brian McCarthy, Kathy Biala, Mayor/Chair Bruce C. Delgado

   MEMBERS ABSENT: Mayor Pro-Tem/Vice Chair Liesbeth Visscher

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS:

4. CLOSED SESSION:

   a. Real Property Negotiation (Govt. Code Section 54956.8)
      i. Property: Portion of 211 Hillcrest Avenue, Marina, Assessor's Parcel Number 032-303-013-000
      Negotiating Party: T-Mobile West LLC
      Negotiator(s): City Manager
      Terms: Price and Terms

      ii. Property: Portion of 211 Hillcrest Avenue, Marina, Assessor's Parcel Number 032-303-013-000
      Negotiating Party: CCTM1 LLC
      Negotiator(s): City Manager
      Terms: Price and Terms

b. Conference with Legal Counsel, Existing Litigation (Govt. Code § 54956.9(d)(1)) case(s)
   i. Application of California-American Water Company (U210W), Application 21-11-024, California Public Utilities Commission.

c. Conference with Legal Counsel, Anticipated Litigation (Govt. Code § 54956.9(d)(4)), 2 potential cases. City Council to consider initiation of litigation pursuant to Government Code § 54956.9(d)(4).

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

City Attorney Ortega reported out Closed Session: Council provided direction and no reportable action was taken.

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

6. SPECIAL PRESENTATIONS:

   a. Introduction of Martha Cortez, CDD Admin Assistant
   b. Poppy Month Proclamation
   c. Public Works week Proclamation
   d. Asian American and Pacific Islander Heritage Month Presentation
   e. Alexa Johnson, Housing Resource Center (McAdams)
   f. Fire Department Open House Volunteer certificates of recognition
   g. Summer Recreation programs

7. COUNCIL AND STAFF ANNOUNCEMENTS:

- City Manager Long announced that this evening was Tori Hannah's last day with the City. Spoke about Tori's financial career and retiring from the public sector
- Each Councilmember expressed their gratitude towards Tori for all the hard work she had done during her time with the city.

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.*

- Collen Courtney, See Monterey introduced herself to city staff and council as the new Community Relations Director.
- Karl Waller, owner of The Brass Tap – opened the brass tap in April 2024 and built the most successful brass tap in the history of the franchise. Our success is rooted in quality food, strong beverage offerings, and entertainment. Music is a central part of our operating model. We were opened for approximately one year before residents began moving into the

promenade rooftops and within the first few months of their move-in, we began receiving noise complaints. On August 15th we received a notice of violation. In response, we agreed to take steps to reduce noise, including moving our karaoke and DJ indoors. We have now a corrective measure that permanently requires we cease the use of amplified speakers and amplified noise. These actions will cause us to cancel several community events if left in force.

- Cassandra Waller, right now, the ordinance can leave businesses uncertain about what is allowed, acceptable sound levels, complaints, and the difference between commercial areas and residential neighborhoods. Asked the council to consider business friendly updates to the noise ordinance such as a live entertainment permit, clear sound standards, indoor entertainment rules, a warning and corrective process and different standards for commercial corridors. Asked the council to put this issue on the agenda for a future meeting and direct staff to review possible updates to the appropriate Marina Municipal codes.
- Renee Young, Economic Justice Organizer for the Monterey County Black Caucus, and I'm here tonight because we're deeply concerned about the ongoing enforcement actions being taken against The Brass Tap. This impacts local jobs, economic vitality, and raises serious questions about fairness, planning and accountability. The city helped create this environment. There's an amphitheater and entertainment space located within feet of The Brass Tap. How can the city promote and encourage musical performances in the same shared environment while simultaneously prohibiting a restaurant from operating within entertainment That is consistent with the vision the city itself approved. The Brass Tap was established before surrounding residential housing was fully built out. Residents moving into the area understood they were moving into an active mixed-use promenade adjacent to entertainment and nightlife, and near a college campus. concern is the lack of objective and measurable enforcement standards The city's own code references, measurable Sound levels at decibel standards, including measurements taken at property lines.
- LaVisha Franklin encourages the city of Marina to modernize its noise ordinance and create clearer, more business-friendly entertainment rules that still protect residents and neighborhoods. Marina's current ordinance may be too broad and unclear for businesses that are genuinely trying to operate responsibly as The Brass Tap is. Uncertainty discourages investment, creativity, and community events. Encourages the city to consider creating a live entertainment permit system for DJs, live music, karaoke, comedy, and cultural events. Asked the council to agendize a public discussion and direct staff to study potential updates to Chapter 9.24.
- Athena Burciaga spoke about college kids enjoying the atmosphere of The Brass Tap. Believes that The Brass Tap is a big part of the Marina culture. Is in favor of Black business, thriving black business in this town, being given a fair shake by the ordinances that we have in place.
- Eric Miller stationed at the former Fort Ord and has watched Marina go from barracks to CSUMB, to the new promenade. Lives across from The Brass Tap. You have done a wonderful job at revitalizing the area and making it more entertaining for a lot of us. Asked for support, but also to modernize the rules so that way business can flourish in the area.
- Terry Ward read a text message from someone in Prunedale expressing how they enjoy their Sunday family gatherings at The Brass Tap. Heartbreaking not to hear live music on Sundays. Surprised, the city council of Marina canceled the live music due to noise complaints. Should the complaint of a few individuals trump the positive experience of many? Why do the complaints of individuals move into such a development only to

complain about an activity approved by the city? An activity that was meant to enhance the ambiance and the positive experience from the whole community.

- Athena Suich invited the Council and the community to Marina's 1st ever MDA fundraiser, Fill the Boot Campaign on Saturday, May 30th from 10:00am-2:00pm at the Marina Target.
- Lyndon Tarver, NAACP supports agendizing the city ordinance on noise. Agrees with previous speaker about supporting the brass tap. It's time to update that ordinance and have The Brass Tap function as a fully Black business in the city of Marina. Why handicap them when you knew the Promenade area was mixed-use.
- Denise Turley asked has the business been offered the opportunity to soundproof its facilities so that it can be noisier inside and not as noisy outside? What is the SOMS in that area and is it posted?
- Maiaka Velazquez commented on the reading of the AAPI proclamation by Councilmember Biala. Disappointing that one of the very few Black American freedmen businesses left in Monterey County is now under attack for noise. Explore the council to do the research on the use of this tactic. The current noise ordinance is unclear, and it needs to be updated. We are requesting the city to create a live music entertainment permit for DJs, live music, karaoke, and comedy and cultural events to adopt clear sound limits within property lines and outside.
- Adam Pinterits urge the Council to consider, as you re-examine this ordinance, possibly, to really consider the fairness to the businesses. The brass tap is, to my best of my knowledge, did all the right things, went through all the steps, and got a use permit. So. Check out what is their use permit allow them to do, and let's not go back on that. let's make sure and support our business community, while also respecting the property rights of residents and business owners alike.
- Alastair Rodd commented on the World Cup coming up and looking forward to cheering very loudly outside at a local business and to do that at the heart of the Dunes area. Asked council to consider having a discussion, a public discussion on the noise ordinances for this city and what needs to change in chapter 9.24.
- Francine Rodd appreciates the fact can we figure out together how to solve challenges. Support the request for the council to agendize a public discussion or study session to discuss some options for updating the Marina Municipal Code that addresses noise. Agrees with the previous comments about the need to both protect residents from unreasonable noise and to support local businesses who need clear rules so that they can operate responsibly within those guidelines.

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 109169-109312, totaling $1,258,518.89
        Accounts Payable Successor Agency EFT No. 144, totaling $584.80

    b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*

        (1) April 21, 2026, Regular City Council Meeting

        (2) May 5, 2026, Special City Council Meeting

    c. CLAIMS AGAINST THE CITY:

        (1) Staff recommend that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Michael Jacquime Clark for a claim received on May 11, 2026.

    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. 2026-49**, establishing appropriations limit for FY 2026-27.

        (2) Adopting **Resolution No. 2026-50**, receiving the Fiscal Year 2026-27 Engineer's Report for the Seabreeze Landscape Maintenance Assessment District; declaring its intention to levy an assessment in fiscal year 2026-27 in that district; and calling a public hearing for June 16, 2026.

        (3) Adopting **Resolution No. 2026-51**, receiving the Fiscal Year 2026-27 Engineer's Report for the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District; declaring its intention to levy an assessment in fiscal year 2026-27 in that district; and calling a public hearing for June 16, 2026.

        (4) Adopting **Resolution No. 2026-52**, adopting a Vision Zero statement which would support roadway and safety goals and strengthen the City's Safe Streets and Roads for All (SS4A) grant application.

    g. APPROVAL OF AGREEMENTS: *(Not a Project under CEQA per Article 20, Section 15378)*

        (1) Adopting **Resolution No. 2026-53**, approving an agreement between the City of Marina and the Transportation Agency of Monterey County (TAMC) for the 2023 Regional Surface Transportation Program (RSTP) allocation of funding, and; approving the RSTP competitive funding grant application for EDC2126 The Downtown Vitalization and Implementation Projects.

(2) Adopting **Resolution No. 2026-54**, approving an agreement with ClientFirst Technology Consulting to provide bid assistance services for the Aquatic and Sports Center; approving an agreement with ClientFirst Technology Consulting to provide a city-wide security assessment and plan; and approving an agreement with ClientFirst Technology Consulting to provide assistance with public safety camera placement and supporting infrastructure design at the new Dunes and Sea Haven Parks.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:

(1) Adopting **Resolution No. 2026-55,** accepting the dedication of Public Improvements as shown on the approved Dunes (Formerly University Village) Improvement Plans and Parcel Map for Phase 2 North (Formerly Opportunity Site 1A).

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

(1) Receive Investment Reports for the City of Marina, City of Marina as Successor Agency to the Marina Redevelopment Agency, Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC), and Abrams B Non-Profit Corporation for the quarter ended March 31, 2026.

(2) Receive the City of Marina Third Quarter Budget Report – Fiscal Year 2025-26, which represents the quarter ended March 31, 2026; and consider receiving the HdL City of Marina Sales Tax Update for the period from October – December 2025.

(3) Receive the Abrams Park and Preston Park Third Quarter Informational Report for Fiscal Year 2025-26, which represents the quarter ended March 31, 2026.

(4) Receive Monterey-Salinas Transit May 11, 2026, Board Meeting Highlights.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING):

(1) Read by Title Only and consider adopting **Ordinance No. 2026-05**, approving the proposed amendments to Section 17.42.170 Short-Term Rentals (STR) of the Marina Municipal Code; and find that adoption of the ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the CEQA Guidelines.

m. APPROVE APPOINTMENTS: None

Councilmember McCarthy requested to pull agenda item 10l(1) for abstention/

DELGADO/BIALA: TO APPROVE THE CONSENT AGENDA MINUS 10l(1). 4-0-0-0 Motion Passes

DELGADO/MCADAMS: TO APPROVE AGENDA ITEM 10l(1). 3-0-0-1(McCarthy) Motion Passes

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. Conduct a public hearing on the proposed extension of Urgency Ordinance No. 2026-03, as required by Government Code sections 65858(a) and 65090; and adopt an ordinance extending the temporary moratorium on the establishment and operation of new short-term rentals for twenty-six (26) days, from May 22, 2026, through and including June 17, 2026, by a minimum 4/5 vote as required by Government Code section 65858(a).

Public Comments:

- Adam Pinterits there's a variety of reasons why someone may opt to rent on a short-term basis rather than on a permanent basis and urge the council to keep in mind that STRs are not strictly a competition for our permanent resident housing, but rather something that complements our TOT and Visitor Serving Economy.

BIALA/MCADAMS: TO CONDUCT A PUBLIC HEARING ON THE PROPOSED EXTENSION OF URGENCY ORDINANCE NO. 2026-03, AS REQUIRED BY GOVERNMENT CODE SECTIONS 65858(A) AND 65090; AND ADOPT AN ORDINANCE EXTENDING THE TEMPORARY MORATORIUM ON THE ESTABLISHMENT AND OPERATION OF NEW SHORT-TERM RENTALS FOR TWENTY-SIX (26) DAYS, FROM MAY 22, 2026, THROUGH AND INCLUDING JUNE 17, 2026, BY A MINIMUM 4/5 VOTE AS REQUIRED BY GOVERNMENT CODE SECTION 65858(A). 4-0-0-0 Motion Passes by Roll Call Vote

    b. Open a public hearing and consider adopting Resolution 2026- approving a Tree Removal Permit for the removal of 44 trees and approval of a Design Review Permit in support of a new car dealership on the property located at 2101 First Avenue (Opportunity Area 3.2 of the Dunes Development); and find that any environmental impacts from the recommended action have been previously reviewed in the environmental impact report for the University Village Specific Plan EIR (EIR NO. 2004091167).

Public Comments:

- Adam Pinterits wanted to congratulate the applicants on a well put together package and seeming to work well together with the city and what it needs in terms of diverse economic development. If we can so readily examine our tree ordinance, you all should be aware that other cities would be envious of this. I think serves as a great example not just for this development, but for all developments, and not just for the sake of development, but as you're, of course, aware, for the sake of insurance, which affects everyone from commercial to residential.

Council discussed the Nexus Nolan test, monument sign size, computer simulation of Highway One view, carwash, idling and paging noise, parameter lighting, branding, trees on property and along highway side of fence, vehicle deliveries.

DELGADO/BIALA: THAT (1) THIS COMES BACK TO US WITH SOME DEFINITION OF WHAT SPECIAL EVENTS, PUBLIC AND PRIVATE CAN HAPPEN; (2) WE GET OBJECTIVE STANDARDS FOR LIGHTING AND NOISE; (3) WE GET SOME DETAIL ON THE SIGN MONUMENT, PARTICULARLY SQUARE FOOTAGE, COMPARED TO WHAT'S IN TEMECULA; AND (4) THAT WE HAVE A REAL COMPUTER SIMULATION OF THE TYPE THAT TAMC DOES FOR TRANSPORTATION PROJECT, WHERE YOU KNOW EXACTLY WHAT IT'S GOING TO LOOK LIKE

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. 2026-56,** awarding the Construction Manager-At-Risk contract for the Marina Recreation and Aquatic Center to the highest ranked proposer, Otto Construction, Inc., of Monterey, CA.

Public Comments:

- Jesus Vega, North Coast States Carpenters Local Union 646. Thanked the city of Marina for potentially awarding the Construction Manager at Risk for the Marina Recreation Aquatic Center project to a responsible contractor, Otto Construction, which is committed to delivering quality work with skilled professionals. The North Coast States Carpenters Union looks forward to growing partnership with the city of Marina.

Council discussed labor standard in process, 5% contingency, labor standards being a part of the scoring process, subcontractor compliance with labor standards,

MCCARTHY/BIALA: TO ADOPT RESOLUTION NO. 2026-56, AWARDING THE CONSTRUCTION MANAGER-AT-RISK CONTRACT FOR THE MARINA RECREATION AND AQUATIC CENTER TO THE HIGHEST RANKED PROPOSER, OTTO CONSTRUCTION, INC., OF MONTEREY, CA. 4-0-0-0 Motion Passes

b. Adopting **Resolution No. 2026-57**, approving the Fiscal Year 2026-27 mid-cycle budget adjustments as outlined in the staff report, and provide direction for any other Council desired adjustments, and authorizing the Finance Director to make all necessary accounting and budgetary entries.

Public Comments:

- Erika Graham commented on the slide regarding Preston Park Reserve, wanted to make sure it included the funding for the maintenance of the fields, and also the expansion that was mentioned previously, is the city going to continue with that mixed, baseball, softball-soccer field expansion, or if, we have changed it.

Council discussed funding for Marina Equestrian Center, ballfields, Dunes Park. building fund, moving $2.1 million Preston Park in building fund. New hotel construction schedule, TOT funds, sidewalk shaving costs,

MCADAMS/MCCARTHY: TO ADOPT RESOLUTION NO. 2026-57, APPROVING THE FISCAL YEAR 2026-27 MID-CYCLE BUDGET ADJUSTMENTS AS OUTLINED IN THE STAFF REPORT, AND PROVIDE DIRECTION FOR ANY OTHER COUNCIL DESIRED ADJUSTMENTS, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE ALL NECESSARY ACCOUNTING AND BUDGETARY ENTRIES. **4-0-0-0 Motion Passes**

c. ~~Receive a presentation on past amendments to the Council Rules, (2) further amendments and refinements to such Rules; and (3) providing direction to City Attorney and Staff on other refinements or amendments to such Rules~~. ***Continued from May 5, 2026***

d. Sign Ordinance-Window Covering Update and possible council direction. ***Continued from May 5, 2026***

Public Comments:

- Osh asked the Council to consider reasonable exception based on the type of business. The grocery stores, like mine, the setup is very different from other businesses. propose a practical solutions allowing grocery stores to cover up to 100% of the windows where shelves are directly behind them. Supportive of keeping the front-facing windows clear and open without signage
- Denise Turley impressed that window signage has been removed and you can actually look into the store. As a consumer wanting to go into a business with its windows covered, it makes me a little wary. People need to feel safe and to be able to see out the windows.

Council discussed planning commission desire to regulate signs to 10% coverage. about a carve-out for HIPA A-type services. Possible grant program to assist in new sign costs. Enforcement

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 11:25 P.M.

_____

Anita Sharp, Deputy City Clerk

ATTEST:

_____

Bruce C. Delgado, Mayor

DRAFT

Agenda Item: **10b(2)**
City Council Meeting of
June 16, 2026

ACTION
MINUTES

Tuesday, June 2, 2026

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

THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).

Council Chambers
211 Hillcrest Avenue
Marina, California

AND

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

1. CALL TO ORDER: The meeting was called to order at 5:00 P.M.

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: Jenny McAdams, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Liesbeth Visscher, Mayor/Chair Bruce C. Delgado

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS: None

4. CLOSED SESSION:

   a. Conference with Legal Counsel, Anticipated Litigation (Govt. Code § 54956.9(d)(4)), 1 potential case. City Council to consider initiation of litigation pursuant to Government Code § 54956.9(d)(4).

   b. Conference with Legal Counsel: Existing Litigation (Govt. Code § 54956.9(d)(1)), 2 cases

      i. *Lazy Wheel MHP 101 LLC, et al. v. City of Marina, et al.*, 26CV002531, Monterey County Superior Court

      ii. *CEMEX - Consent Settlement Agreement and Cease and Desist Order*, CCC-17-CD-02, California Coastal Commission

   c. Public Employment Appointment (Govt. Code §54957(b))
   Position: City Manager

d. Real Property Negotiation (Govt. Code Section 54956.8)
   i. Property: Portion of APN No. 031-101-034
   Negotiating Party: Board of Trustees of The California State University
   Negotiator(s): City Manager
   Terms: Price and Terms

6:43 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. LGBTQ+ Pride Month Proclamation

   b. CSUMB SHTM Program Presentation on Gateway Hub Project.

7. COUNCIL AND STAFF ANNOUNCEMENTS:

- Interim Fire Chief Sweeney announced the launch of the 9-1-1 Nurse Navigation Program.
- Recreation Director Crisante announced the Grand Reopening Celebration of Glorya Jean Tate Park on Saturday, June 6 from 11 a.m. - 1 p.m.

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.*

- Denise Turley asked to provide clear directions about what exactly we do on a holiday weekend when they forget our trash. Asked if an update would be given now that school's out on any issues, anything that will change i.e... food banks, that kind of thing.
- Grace Silva-Santella spoke about the accident at the roundabout at Del Monte and Beach Rd. and asked about the status of an agenda item where an evaluation was to be done on that roundabout to see what could be done to Slow down the traffic.
- Nina Beety spoke about AT&T disconnecting local landline telephone services and ending lifeline service and other obligations they're required. Asked the city to take action to stop this. Noted Copper Line landlines are an essential infrastructure and built to work even in extended power outages and in most disasters. AT&T filed multiple petitions May 20th to the FCC to eliminate landlines and lifelines in areas of California, including the Monterey Peninsula and Salinas These petitions will be automatically granted by the FCC if there is no opposition.

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 109313-109381, totaling $1,585,429.60

    b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*

        (1) May 5, 2026, Regular City Council Meeting

    c. CLAIMS AGAINST THE CITY: None
    d. AWARD OF BID: None

    e. CALL FOR BIDS:

        (1) Adopting **Resolution No. 2026-58**, approving advertising and call for bids for the Del Monte Boulevard and Beach Road Intersection Improvements Project.

        (2) Adopting **Resolution No. 2026-59**, approving advertising and a call for bids for the construction of the Windy Hill Park Restroom Improvements Project.

    f. ADOPTION OF RESOLUTIONS: *(Not a Project under CEQA per Article 20, Section 15378)*

        (1) Adopting **Resolution No. 2026-60**, approving a request by Marina Station Phases 1 and 2, LLC., to release a portion of the performance security for public improvements in the Marina Station Phases 1 and 2 area in the amount of $11,349,900; and accepting a substitute performance bond security of $1,261,100 for the remaining punch list items.

        (2) Adopting **Resolution No. 2026-61**, denying the request submitted by Kris Cameron on behalf of the Fogtown Family Car Club to use the City of Marina logo.

        (3) Adopting **Resolution No. 2026-62**, accepting the rehabilitation of the Marina Arts Village and the completion of the Arts District Stabilization Project; and authorizing the filing of a Notice of Completion with the Monterey County Recorder's Office.

    g. APPROVAL OF AGREEMENTS: *(Not a Project under CEQA per Article 20, Section 15378)*

        (1) Adopting **Resolution No. 2026-63**, approving the Regulatory Agreement and Declaration of Restrictive Covenants between the City of Marina and Interim, Inc. for the Marina Kai development.

(2) Adopting **Resolution No. 2026-64**, approving FY 2026-2027 amendments to Exhibits A and B of the Memorandum of Understanding (MOU) between ReGen Monterey and its member agencies regarding compliance with SB 1383.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:

(1) Adopting **Resolution No. 2026-65**, authorizing the City Manager or his designee to accept a deed for the conveyance of the extension of 2nd Avenue; and described therein, from Shea Homes Limited Partnership to the City of Marina and to take all other actions necessary to accept and record said deed on behalf of the City of Marina.

i. MAPS: None
j. REPORTS: (RECEIVE AND FILE): None
k. FUNDING & BUDGET MATTERS: None
l. APPROVE ORDINANCES (WAIVE SECOND READING): None
m. APPROVE APPOINTMENTS: None

Mayor Delgado pulled agenda item 10e(1) for brief question to consultant and made comments on agenda items 10f(2) and 10g(2).

Councilmember McAdams commented on agenda item 10e(2).

Councilmember McCarthy commented on agenda item 10f(2) and 10g(2)

DELGADO/BIALA: TO APPROVE THE CONSENT AGENDA MINUS 10e(1). 5-0-0-0 Motion Passes

10e(1)
Public Works Director Hernandez stated that the biggest issue with that roundabout is northbound traffic going too fast. no vegetation in the middle of that roundabout. This project is going to change the striping for people going northbound and will merge the lanes sooner. We're planning a lot of vegetation in the center of that so that you can no longer see traffic around you, which forces you to slow down.

DELGADO/VISSCHER: TO APPROVE ADVERTISING AND CALL FOR BIDS FOR THE DEL MONTE BOULEVARD AND BEACH ROAD INTERSECTION IMPROVEMENTS PROJECT. 5-0-0-0 Motion Passes

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 adopting **Resolution No. 2026-66**, approving a Tree Removal Permit for the removal of 44 trees and approval of a Design Review Permit in support of a new car dealership on the property located at 2101 First Avenue (Opportunity Area 3.2 of the Dunes Development); and find that any environmental impacts from the recommended action have been previously reviewed in the environmental impact report for the University Village Specific Plan EIR (EIR NO. 2004091167).

Public Comments:

- Glenn Woodson commented that City of Monterey is also holding a meeting tonight and public comments related to their $10 million deficit and the loss of Mercedes to Marina. Marina does not have a deficit, and Mercedes will provide Marina with $2 million potentially in tax revenue every year. Commented about the trees on proponents' side and the trees on Caltrans right-of-way.

Council discussed allowed sign sizes, branding, CalTran's trees along Highway side of property, 3000 Kelvin lighting versus 4000 Kelvin lighting, security lighting, noise decibel level, silent paging system, portable hand vacuums and delivery truck route.

DELGADO/BIALA: THAT WE OPENED THE PUBLIC HEARING AND BASED ON FINDINGS, CONDITIONS OF APPROVAL, AND THE CEQA DETERMINATION REFERENCED HERETO DETERMINE:

1. **FIND THAT ANY ENVIRONMENTAL IMPACTS FROM THE RECOMMENDED ACTION HAVE BEEN PREVIOUSLY REVIEWED IN THE ENVIRONMENTAL IMPACT REPORT FOR THE UNIVERSITY VILLAGE SPECIFIC PLAN EIR (EIR NO. 2004091167).**
2. **APPROVE THE REMOVAL OF FORTY-FOUR (44) TREES SUBJECT TO CHAPTER 17.62 OF THE MARINA MUNICIPAL CODE AND THE UNIVERSITY VILLAGES SPECIFIC PLAN TREE REPLACEMENT STANDARDS.**
3. **DIRECT THE APPLICANT (UNSTOPPABLE GROUP) TO REPLANT REPLACEMENT TREES AT A 2:1 RATIO FOR EVERY TREE THAT IS REMOVED THAT ARE IN FAIR OR GOOD CONDITION WHICH INCLUDE TWENTY-TWO (22) TREES.**
4. **REQUIRE THE APPLICANT TO COMPLY WITH THE CONDITIONS OF APPROVAL AND THE RECOMMENDATION FROM THE ARBORIST REPORTS SUBMITTED BY DENISE DUFFY AND ASSOCIATES ON APRIL 18, 2025, MAY 12, 2025, AND FEBRUARY 2026, INCORPORATED BY REFERENCE INTO THIS RESOLUTION.**
5. **REQUIRE THE APPLICANT TO RETAIN TREES #712 AND #752 TO THE EXTENT FEASIBLE. IF SAID TREES CANNOT BE RETAINED THE APPLICANT SHALL SUBMIT DOCUMENTATION FOR REVIEW BY THE COMMUNITY DEVELOPMENT DIRECTOR AS TO WHY REMOVAL IS REQUIRED.**
6. **INCORPORATE BY REFERENCE THE RECITALS LISTED ABOVE, THE STAFF REPORT ACCOMPANYING THIS RESOLUTION, AND THE PROJECT REVISED CONDITIONS OF APPROVAL AS IDENTIFIED IN THIS PRESENTATION AS PRESENTED AT THE MAY 19, 2026 AND JUNE 2, 2026 CITY COUNCIL MEETINGS. (ATTACHMENT B TO THIS RESOLUTION). 4-1(McCarthy)-0-0 Motion Passes**

DELGADO/BIALA: THAT WE OPENED THE PUBLIC HEARING AND FIND THAT ANY ENVIRONMENTAL IMPACTS FROM THE RECOMMENDED ACTION HAVE BEEN PREVIOUSLY REVIEWED IN THE ENVIRONMENTAL IMPACT REPORT FOR THE UNIVERSITY VILLAGE SPECIFIC PLAN EIR (EIR NO. 2004091167).

1. **INCORPORATE BY REFERENCE THE RECITALS LISTED ABOVE, THE STAFF REPORT ACCOMPANYING THIS RESOLUTION, AND THE PROJECT REVISED CONDITIONS OF APPROVAL AS IDENTIFIED IN THIS PRESENTATION AS PRESENTED AT THE MAY 19, 2026 AND JUNE 2, 2026 CITY COUNCIL MEETINGS. (ATTACHMENT B TO THIS RESOLUTION).**
2. **INCORPORATE BY REFERENCE THE RECITALS LISTED ABOVE.**
3. **APPROVE A DESIGN REVIEW PERMIT FOR A NEW CAR DEALERSHIP ON THE PROPERTY LOCATED AT 2101 FIRST AVENUE (OPPORTUNITY AREA 3.2 OF THE DUNES DEVELOPMENT), INCLUDING THE CONDITIONS OF APPROVAL ATTACHED HERETO AS EXHIBIT B.**
4. **REQUIRE THE APPLICANT (UNSTOPPABLE GROUP) TO COMPLY WITH THE INCENTIVE AGREEMENT CONDITIONS OF APPROVAL PER CITY COUNCIL RESOLUTIONS 2025-49 AND 2025-83.**
5. **REQUIRE THE APPLICANT (UNSTOPPABLE GROUP) TO FILE A MASTER SIGN PROGRAM (MSP) FOR THE PROJECT FOR PLANNING COMMISSION CONSIDERATION AND APPROVAL PRIOR TO OCCUPYING THE BUILDING. SEPARATE FROM THE MASTER SIGN PROGRAM, PER THE INCENTIVE PACKAGE, PRIOR TO OCCUPYING THE BUILDING THE CITY COUNCIL SHALL RETAIN DESIGN APPROVAL FOR THE MONUMENT SIGN ON THE WESTERLY BORDER OF THE PROPERTY.**
6. **DIRECT STAFF TO PREPARE AND SUBMIT A NOTICE OF EXEMPTION (NOE) TO THE COUNTY CLERK WITHIN FIVE DAYS OF APPROVAL BY THE CITY COUNCIL.**
7. **INCORPORATE BY REFERENCE THE RECITALS LISTED ABOVE, THE STAFF REPORT ACCOMPANYING THIS RESOLUTION. 4-1(McCarthy)-0-0 Motion Passes**

b. Open a public hearing and adopt City Council **Resolution 2026-67**, approving the appeal of the Planning Commission's denial of Conditional Use Permit CUP26-000002 to establish a drive-thru lane at the previously approved gas station, convenience store, and car wash located at the northwest corner of Del Monte Blvd/2nd Avenue and Imjin Parkway; and find that the project will not result in new significant environmental impacts or effects or a substantial increase in the severity of significant effects previously identified in the University Village Specific Plan EIR (EIR NO. 2004091167).

Public Comments:

- Glenn Woodson spoke about the traffic pattern security and what it means, Planning Commission asked for a condition to be put on the development to have a traffic survey done after the first year.
- Cristina Medina Dirksen spoke in support of the application. Been watching that corner and am looking forward to having more options out there. Asked whether that intersection at any

point Caltrans will be improving? There was talk that it's on them to improve that bridge and the traffic flow, is that correct?

- Grace Silva-Santella mentioned the earlier presentation on what kind of community we want to be. Spoke about Central Marina and allowing drive-throughs at the corner of Reservation Road. Spoke about the current traffic issues on Imjin Parkway between the light at 2nd Ave and the entrances to Highway One.
- Surinder Rana this project was approved in 2023 with the condition that there will be a traffic circulations assessment even if the drive-through restaurant does not come up. The exit on Imjin is there and is associated with the approved project for the gas station.

Council discussed safety issues from exiting property directly onto Imjin Parkway versus exiting onto 2nd Avenue. Traffic study request after one year as part of Condition of Approval by Planning Commission. Responsibility for the bridge widening.

BIALA/VISSCHER: TO ADOPT RESOLUTION 2026-67, APPROVING THE APPEAL OF THE PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT CUP26-000002 TO ESTABLISH A DRIVE-THRU LANE AT THE PREVIOUSLY APPROVED GAS STATION, CONVENIENCE STORE, AND CAR WASH LOCATED AT THE NORTHWEST CORNER OF DEL MONTE BLVD/2ND AVENUE AND IMJIN PARKWAY; AND FIND THAT THE PROJECT WILL NOT RESULT IN NEW SIGNIFICANT ENVIRONMENTAL IMPACTS OR EFFECTS OR A SUBSTANTIAL INCREASE IN THE SEVERITY OF SIGNIFICANT EFFECTS PREVIOUSLY IDENTIFIED IN THE UNIVERSITY VILLAGE SPECIFIC PLAN EIR (EIR NO. 2004091167). 4-1(Delgado)-0-0 Motion Passes

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. 2026-68**, approving the recommendation from ReGen Monterey's Technical Advisory Committee Subgroup to initiate a competitive Request for Proposals (RFP) process for future solid waste, recycling, and organics collection services; and approving the Process Integrity Policy governing the procurement process.

Public Comments:

- Eileen Hu asked how did you pick the apartments that you talked to, I would have loved to participate.
- Liz Hall, Public Sector Manager, Waste Management, spoke in support of the council moving forward with an RFP process for the city of Marina.

- Emily Hanson, representing Republic Services. ReGen has really positioned itself well and very strategically incorporated all of the public ownership of the facilities. in support of the council moving forward with an RFP process.
- Kelly Johanson, VP GreenWaste. Reminded everybody that there are four years left on the contract, and that the contract also allows for a five-year extension. Requested that the city consider the five-year option to extend the contract. Stated rate increases have never gone higher than the CPI.
- Nick Becker, GM Pebble Beach Community Service District and chair of the Technical Advisory Committee subgroup. The Subgroup was tasked with going out to gather the data and the information for you as council members to make an informed decision. We hired some of the best consultants in the industry to do that and had support from the ReGen staff, which are highly regarded throughout the state of California. We did an extensive public and industry engagement, which revealed that there's a very competitive market out there. The RFP process is the way that we can assure that we're getting the best rates for our constituents.
- Kristen O`Hara, Communications Manager at Regen. Clarified their role in the process as simply the coordinator of the staff from the peninsula jurisdiction. We gathered the brightest minds together and essentially look at all the benefits of going in this direction or that direction. Thanked HF&H for their expertise in the industry. if you choose to go out to RFP You're going to be in really great hands no matter what is decided.
- Denise Turley expressed what residents want from the trash haulers: on-time service, We expect a truck to come out if service is interrupted, expect that when you tip the can, that the can be completely empty when it is returned to us. Prefers Green Waste as their hauler.

MCADAMS/MCCARTHY: TO ADOPT RESOLUTION NO. 2026-68, APPROVING THE RECOMMENDATION FROM REGEN MONTEREY'S TECHNICAL ADVISORY COMMITTEE SUBGROUP TO INITIATE A COMPETITIVE REQUEST FOR PROPOSALS (RFP) PROCESS FOR FUTURE SOLID WASTE, RECYCLING, AND ORGANICS COLLECTION SERVICES; AND APPROVING THE PROCESS INTEGRITY POLICY GOVERNING THE PROCUREMENT PROCESS. **5-0-0-0 Motion Passes**

b. Adopting **Resolution No. 2026-69**, amending the rate adjustment calculation of the franchise agreement with GreenWaste Recovery utilizing a sector specific uniform percentage adjustment and approving maximum rates to be charged by GreenWaste Recovery effective July 1, 2026, for collection of franchised solid waste, recycling, and organics.

Public Comments:

- Eileen Hu expressed her concerns regarding the trash rates for people living in apartments. Believes in the recycling bins but apartment residents should not have to pay extra for them. Prior to 2014, the recycling was included for apartment dwellers. Santa Cruz County residents both single-family homes and apartment dwellers pay the same fees.
- Denise Turley noted that the cost for apartments is more because there are more times the trash is collected during the week versus once a week for single-family homes.

Council discussed inequity of fees for single-family dwellings versus multi-family/apartments, low-income CARE discounts for apartment dwellers.

DELGADO/MCCARTHY: TO ADOPT RESOLUTION NO. 2026-69, AMENDING THE RATE ADJUSTMENT CALCULATION OF THE FRANCHISE AGREEMENT WITH GREENWASTE RECOVERY UTILIZING A SECTOR SPECIFIC UNIFORM PERCENTAGE ADJUSTMENT AND APPROVING MAXIMUM RATES TO BE CHARGED BY GREENWASTE RECOVERY EFFECTIVE JULY 1, 2026, FOR COLLECTION OF FRANCHISED SOLID WASTE, RECYCLING, AND ORGANICS. 5-0-0-0 Motion Passes

c. ~~Receive a presentation on past amendments to the Council Rules, (2) further amendments and refinements to such Rules; and (3) providing direction to City Attorney and Staff on other refinements or amendments to such Rules~~. ***Continued from May 5 and 19, 2026 – Continued to June 16, 2026***

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 11:52 P.M.

_____

Anita Sharp, Deputy City Clerk

ATTEST:

_____

Bruce C. Delgado, Mayor

DRAFT

Agenda Item: **10b(3)**
City Council Meeting of
June 16, 2026

ACTION
MINUTES

Tuesday, June 9, 2026

2:00 P.M. OPEN SESSION
6:00 P.M OPEN SESSION

SPECIAL MEETING
CITY COUNCIL

THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).

Council Chambers
211 Hillcrest Avenue
Marina, California

AND

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

1. CALL TO ORDER: The meeting was called to order at 2:00 P.M.
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: Jennifer McAdams, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Liesbeth Visscher, Mayor/Chair Bruce C. Delgado
3. OTHER ACTION:
   Habitat Management Plan Compliance Project and City-Wide Incidental Take Permit for Monterey Gilia Project

Site Visit: 2:00 p.m.

1. Meet at City Council Chambers at 2:00 and leave for NW Corner
   a. Site Visit # 1 – NW Corner from 2:30 – 3:00
2. Leave NW Corner for Cypress Knolls at 3:00
   a. Site Visit # 2 – Cypress Knolls from 3:15 – 3:30
3. Leave for Preston Park Ballfields at 3:30
   a. Site Visit # 3 – Preston Park Ballfields from 3:45 – 4:00
4. Leave for Marina Municipal Airport at 4:00
   a. Site Visit # 4 – Airport from 4:15 to 4:30.
5. Adjourn site visit and reconvene at Marina City Council Chambers at 6:00

Reconvene to City Council Chambers: 6:00 p.m.

1. Receive presentation from Denise Duffy and Associates and provide direction to staff.

Public Comments:

- Fred Watson, can we clarify that public use of the overgrown trails would be allowed, in addition to some other trails that are not overgrown. Can we pave the overrun trails? If invasive removal is presumed, whether that be in the long-term management plan or elsewhere, can it be in writing? Suggested potential to expand the HMA. Asked that we put in writing that there will be a class one trail associated with the Del Monte extension now proposed on that western edge of Cypress Knolls.
- Grace Silva-Santella enjoyed the site visits. Commented on serving on the planning commission and chaired the General Plan Update for 2000 where 2nd Avenue extension was discussed how critical and important that habitat is for Sand Gilia. Felt that extension was essential to the survival of Central Marina as South Marina began to develop, does not feel that way now.
- Nikki Nedeff representing the Monterey Bay chapter of the California Native Plant Society. CMPS wants the council to reduce the proposed development footprint that you have identified. You do not need to impact rare coastal resources in order to achieve both your housing and commercial development goals. Regarding the mitigation areas, presumably, there will be CDFW easements over the mitigation areas that are held by a qualified land trust and CMPS requests that the easements allow for some form of limited access For organized field trips.

Council discussed the northwest corner Habitat Management Area pathway/trail, Dadwal property violation area, exhaustion of existing mitigation areas, Salinas Avenue/Reservation Road site, Salinas Valley River habitat, land-use designation change, 2nd Avenue trail to Patton Parkway not connecting to residential streets, 5.4-acre potential restoration area and the criteria used to create this trail, Smith's Blue Butterfly habitat.

MCCARTHY/MCADAMS: THE CITY COUNCIL PROVIDED INPUT SUPPORTING THE CONCEPTUAL MITIGATION STRATEGY FOR THE CITYWIDE INCIDENTAL TAKE PERMIT AS PRESENTED BY STAFF, INCLUDING PROCEEDING WITHOUT A TRAIL THROUGH THE NORTHWEST CORNER HABITAT MANAGEMENT AREA AND FURTHER ACKNOWLEDGE THAT STAFF MAY CONTINUE EVALUATING POTENTIAL MITIGATION OPPORTUNITIES ASSOCIATED WITH THE DADWAL NOTICE OF VIOLATION, PROVIDE, HOWEVER, THAT ANY AGREEMENT, COMPENSATION, EASEMENT, ACQUISITION OR OTHER COMMITMENT BY THE CITY WILL RETURN TO CITY COUNCIL AT ANOTHER TIME. 4-1(DELGADO)-0-0 MOTION PASSES

4. ADJOURNMENT: The meeting was adjourned at 7:27 P.M.

_____
Anita Sharp, Deputy City Clerk

ATTEST:

_____
Bruce C. Delgado, Mayor

Agenda Item: **10c(1)**
June 16, 2026

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

RECEIVED
JUN 04 2026
By

CLAIM FORM

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

SECTION 1: CLAIMANT INFORMATION

Jaylah Cortez Vallez — [redacted]
Name of Claimant — Telephone Number (include area code)

[redacted]
Mailing Address — City — CA — Zip Code

SECTION 2: NOTICES

The person presenting this claim desires that notices be sent to the following address:

Henry Gomez Parent/Guardian — [redacted]
Name of Claimant — Telephone Number (include area code)

[redacted]
Mailing Address — City — CA — Zip Code

SECTION 3: CLAIM INFORMATION

Date of the occurrence/transaction which gave rise to the claim: 04/15/2026
Month, Day & Year

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

On April 15th, 2026, Claimant, was lawfully present at or around Los Arboles Middle School 294 Hillcrest Ave, Marina, CA 93933

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

Claimant was attending class, when she encountered a dangerous condition in the form of another student using pepper spray on her within the classroom. As such, Claimant instantly dealt with facial burns that extended to her eyes. Claimant is blind in one eye and her eye with vision remaining sustained injuries from this incident.

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

As a result of the incident on April 15th, 2026, Claimant has sustained multiple and severe injuries. Claimant has sustained general, special, actual, and compensatory damages, including but not limited to, necessary medical and related expenses, past, present, as well as mental, emotional, and physical pain and suffering.

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

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

Amount Claimed: $_____

Basis for computation: This matter is an unlimited civil case.

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

_____ Limited Civil Case X Non-Limited Civil Case

SECTION 4: INSURANCE INFORMATION (OPTIONAL – MAY BE COMPLETE IF CLAIM INVOLVES A MOTOR VEHICLE)

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

☐ Yes (If marked, please provide information below. ☐ No

_____ ( )_____

Name of Insurance Carrier Telephone Number (include area code)

_____

Mailing Address City State Zip Code

Policy Number: _____ Deductible: $_____

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

Vehicle Make: _____ Model: _____ Year: _____

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

Joe Kahn Esq. [redacted]

Name of Attorney/Representative Telephone Number (include area code)

[redacted]

Mailing Address City State Zip Code

Is the claim filed on behalf of minor? X Yes ☐ No If yes, please indicate:

Relationship to minor: Attorney Minor's date of birth: 07/12/2013

Month, Day & Year

SECTION 6: ADVISORY - CONDITION OF A FELONY

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

SECTION 7: CLAIMANT'S SIGNATURE (OR REPRESENTATIVE)

Joe Kahn

Signature of Claimant or Claimant's Attorney /Representative

6/3/2026

Date

SECTION 8: SUBMISSION OF CLAIM FORM

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

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

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

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

June 11, 2026 Agenda Item: **10f(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
June 16, 2026

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2026-, ADOPTING AN UPDATED LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

RECOMMENDATION: It is recommended that the City Council consider:

1. Adopting Resolution No. 2026-, adopting an updated list of projects for Fiscal Year 2026-27 funded by SB 1: The Road Repair and Accountability Act of 2017.

BACKGROUND:

On April 28, 2017 the Governor signed Senate Bill 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, Senate Bill 1 (SB 1): increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years.

The Road Repair and Accountability Act of 2017 provides $5.2 billion annually and is a significant investment in California's transportation infrastructure. Monterey County's share of the local streets and roads funding is approximately $22.4 million in fiscal year 2026/27.

Beginning November 1, 2017, the State Controller deposits various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding is apportioned by formula to eligible cities and counties for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

Prior to receiving an apportionment of RMRA funds from the State Controller in a fiscal year, a city or county must submit to the California Transportation Commission a list of projects proposed to be funded with these funds. All projects proposed to receive funding must be adopted by resolution by the applicable city council or county board of supervisors at a regular public meeting. The list of projects must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement. This report is due to the California Transportation Commission by July 1st of each year.

In addition to the project list report, for each fiscal year in which RMRA funds are received and expended, cities and counties must submit documentation to the California Transportation Commission that details the expenditure of all RMRA funds, including a description and location of each completed project, the amount of funds expended on the project, the completion date, and the estimated useful life of the improvement. This report on expenditures is due to the California Transportation Commission by October 1st of each year.

ANALYSIS:

As part of the City's Pavement Management Program's annual street maintenance project budget, the City has developed a fiscal year project list that will utilize the RMRA funds to supplement the financing of project administration and construction. This project list is substantially consistent with funding appropriations previously approved by the Council for Capital Improvement Program (CIP) Annual Street Resurfacing. The City Council can add more streets to the proposed lists and/or additional budget at a later date.

The proposed list (**"EXHIBIT A"**) is a representation of the City's intent for roadway maintenance projects to the California Transportation Commission to fulfill its annual reporting requirements and can be amended after submission. This action only pertains to the proposed expenditure of RMRA funds for the fiscal year 2026-2027. Once adopted, staff will enter the project list into the State SB1 Programs Project Intake website prior to the July 1st deadline.

FISCAL IMPACT:

Should the City Council approve this request, the entry of the City's proposed project list will allow the City to receive an estimated $649,554 of SB 1 revenue. The submission of the project list is a declaration of intent to the California Transportation Commission that the City will dedicate the RMRA funds towards roadway maintenance.

CONCLUSION:

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

Respectfully submitted,

_____

Scott Shepard, P.E.
Engineering Division
Public Works Department

REVIEWED/CONCUR:

_____

Ismael Hernandez
Public Works Director
City of Marina

_____

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $649,554 in RMRA funding in Fiscal Year 2026-27 from SB 1; and

WHEREAS, this is the tenth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate 25 lane miles throughout the City this year and similar projects into the future; and

WHEREAS**,** the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-lower-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Marina, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues:

Project Title: APR1801 Annual Street Resurfacing, Phase 1
Project Description: Phase 1 – Full Reconstruction & Overlay
Project Location: Various Locations (see Exhibit A)
Estimated Project Schedule: Start (6/27)– Completion (12/27) based on the component being funded with RMRA funds
Estimated Project Useful Life: 25 years

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Title: APR1801 Annual Street Resurfacing, Phase 2
Project Description: Phase 2 – Full Reconstruction & Overlay
Project Location: Various Locations (see Exhibit A)
Estimated Project Schedule: Start (11/26)– Completion (07/27) based on the component being funded with RMRA funds
Estimated Project Useful Life: 25 years

PASSED AND ADOPTED by the City Council of the City of Marina, State of California this 16th day of June 2026, by the following vote:

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

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

LOCATION NUMBER (No)	DWG No.		STREET	DESCRIPTION	TREATMENT	ADA CURB RAMPS	CR#	CR DWG No.
1	L-1	SS-1	BEACH ROAD	RESERVATION ROAD TO 436' W/O MARINA DRIVE	2" OVERLAY	2 RAMPS	CR1-CR2	CD-1
2	L-2	SS-2	BEACH ROAD	347' E/O MELANIE ROAD TO DE FOREST ROAD	2" OVERLAY	2 RAMPS	CR3-CR4	CD-2
3	L-3	SS-3	BELLE DRIVE	CARDOZA AVENUE TO END	2" OVERLAY	2 RAMPS	CR5-CR6	CD-3
4	L-4	SS-4	CALIFORNIA AVENUE	CARMEL AVENUE TO RESERVATION ROAD	2" OVERLAY	N/A	N/A	N/A
5	L-5	SS-5	CARMEL AVENUE	SEACREST AVENUE TO ZANETTA DRIVE	2" OVERLAY	2 RAMPS	CR7-CR8	CD-4
6	L-6	SS-6	CARMELO CIRCLE	CARMEL AVENUE TO END	2" OVERLAY	N/A	N/A	N/A
7	L-7	SS-7	CRESCENT STREET	PATTON PARKWAY TO REINDOLLAR AVENUE	2" OVERLAY	1 RAMP	CR9	CD-5
8	L-8	SS-8	DE FOREST ROAD	RESERVATION ROAD TO 304' N/O OAK CIRCLE	2" OVERLAY	4 RAMPS	CR10-CR13	CD-6, CD-7
9	L-9	SS-9	DE FOREST ROAD	304' N/O OAK CIRCLE TO BEACH ROAD	2" OVERLAY	2 RAMPS	CR14-CR15	CD-8
10	L-10	SS-10	DEL MONTE BLVD	518' N/O BEACH ROAD TO BEACH ROAD	2" MILL & OVERLAY	N/A	N/A	N/A
11	L-11, L-12	SS-11, SS-12	DUNES DRIVE	RESERVATION ROAD TO NORTH CITY LIMIT	2" OVERLAY	4 RAMPS	CR16-CR18,CR97	CD-9, CD-10
12	L-13	SS-13	EDDY STREET	CONCORD COURT TO SOUTH CUL-DE-SAC	2" MILL & OVERLAY	N/A	N/A	N/A
13	L-14	SS-4	EXETER PLACE	CALIFORNIA AVENUE TO END	2" OVERLAY	N/A	N/A	N/A
14	L-15	SS-22	FEHRING PLACE	MESSINGER DRIVE TO END	2" OVERLAY	2 RAMPS	CR19-CR20	CD-11
15	L-16	SS-13	FITZGERALD CIRCLE	BEACH ROAD TO END	2' OVERLAY	3 RAMPS	CR21-CR23	CD-12, CD-13
16	L-17	SS-14	FOREST CIRCLE	BAYER STREET TO END	2" OVERLAY	2 RAMPS	CR24-CR25	CD-14
17	L-18	SS-15	GREENBROOK PLACE	LAKEWOOD DRIVE TO END	2" OVERLAY	2 RAMPS	CR26-CR27	CD-15
18	L-19, L-20	SS-16, SS-17	HAYES CIRCLE	3RD AVENUE TO BOOKER STREET	2" OVERLAY	2 RAMPS	CR28-CR29	CD-16
19	L-21	SS-18	HILLCREST AVENUE	WEST END TO 138' W/O OWEN AVENUE	2" OVERLAY	4 RAMPS	CR30-CR33	CD-17, CD-18
20	L-22	SS-19	HILLCREST AVENUE	VAUGHAN AVENUE TO 120' E/O OTTO DRIVE	2" MILL & OVERLAY	6 RAMPS	CR34-CR39	CD-19, CD-20, CD-21
21	L-23	N/A	JOHNSON PLACE	TALLMON STREET TO END	2" OVERLAY	N/A	N/A	N/A
22	L-24	SS-20	KAILUA CIRCLE	NINOLE DRIVE TO END	2" OVERLAY	2 RAMPS	CR40-CR41	CD-22
23	L-25	SS-21	KENNEDY COURT	REINDOLLAR AVENUE TO SOUTH END	2" OVERLAY	N/A	N/A	N/A
24	L-26	SS-22	LAKE DRIVE	MESSINGER DRIVE TO RESERVATION ROAD	2" OVERLAY	2 RAMPS	CR42-CR43	CD-23
25	L-27	SS-23	LAKE DRIVE	270' S/O PALM AVENUE TO PALM AVENUE	2" OVERLAY	2 RAMPS	CR44-CR45	CD-24
26	L-18	SS-15	LAKEWOOD DRIVE	DREW STREET TO CARDOZA AVENUE	2" OVERLAY	4 RAMPS	CR46-CR49	CD-25, CD-26
27	L-28	SS-24	LAKEWOOD DRIVE	CARDOZA AVENUE TO ABDY WAY	2" OVERLAY	4 RAMPS	CR50-CR53	CD-27, CD-28
28	L-17	SS-14	LAVELL COURT	SALINAS AVENUE TO END	2" OVERLAY	2 RAMPS	CR54-CR55	CD-29
29	L-29	SS-25	LEWIS PLACE	BARRETT LANE TO END	2' OVERLAY	2 RAMPS	CR56-CR57	CD-30
30	L-30	SS-45	LIBERTY ENTRANCE	INDEPENDENCE AVENUE TO LIBERTY COURT	2" OVERLAY	4 RAMPS	CR58-CR61	CD-31, CD-32
31	L-31	SS-26	LIEVERY WAY	PARSON CIRCLE TO END	2" OVERLAY	N/A	N/A	N/A
32	L-32	SS-27	MAGYAR PLACE	MESSINGER DRIVE TO END	2" OVERLAY	2 RAMPS	CR62-CR63	CD-33
33	L-15	SS-22	MESSINGER DRIVE	SHOEMAKER PLACE TO LAKE DRIVE (N)	2" OVERLAY	N/A	N/A	N/A
34	L-33	SS-28	NEESON ROAD	INDIAN STREET TO WEST END	2" OVERLAY	4 RAMPS	CR93-CR96	CD-51
35	L-34	SS-29	NEESON ROAD	163' W/O EAST STREET TO INDIAN STREET	2" OVERLAY	N/A	N/A	N/A
36	L-3	SS-3	ORA COURT	CARDOZA AVENUE TO END	2" OVERLAY	N/A	N/A	N/A
37	L-35	SS-30	PENINSULA DRIVE	VISTA DEL CAMINO TO EUCALYPTUS STREET	2" OVERLAY	1 RAMP	CR64	CD-34
38	L-36	SS-31	REDWOOD DRIVE	REINDOLLAR AVENUE TO HILLCREST AVENUE	2" OVERLAY	2 RAMPS	CR65-CR66	CD-35
39	L-37	SS-32	REINDOLLAR AVENUE	MAX CIRCLE TO VAUGHAN AVENUE	2" OVERLAY	3 RAMPS	CR67-CR69	CD-36, CD-37
40	L-38	SS-33	RESERVATION ROAD	DEL MONTE BOULEVARD TO SEACREST AVENUE	2" OVERLAY	N/A	N/A	N/A
41	L-39	SS-24	SILVERWOOD PLACE	CARDOZA AVENUE TO END	2" OVERLAY	2 RAMPS	CR70-CR71	CD-38
42	L-40	SS-34	SUNRISE PLACE	SUNRISE AVENUE TO END	2" OVERLAY	N/A	N/A	N/A
43	L-41	SS-35	TAMARA COURT	CALIFORNIA AVENUE TO END	2" OVERLAY	N/A	N/A	N/A
44	L-42	SS-36	RESERVATION ROAD	BEACH ROAD TO SEASIDE COURT	2" OVERLAY	2 RAMPS	CR72-CR73	CD-39, CD-40
45	L-43	SS-37	VISTA DEL CAMINO	RESERVATION ROAD TO PENINSULA DRIVE	2" OVERLAY	1 RAMP	CR74	CD-41
46	L-44	N/A	WEBER CIRCLE	ZANETTA DRIVE TO END	2" OVERLAY	N/A	N/A	N/A
47	L-14	SS-4	WINDSOR COURT	CALIFORNIA AVENUE TO END	2" OVERLAY	N/A	N/A	N/A
48	L-45	SS-38	8TH STREET CUTOFF	CALIFORNIA AVENUE TO 6TH AVENUE	FULL RECONSTRUCTION	N/A	N/A	N/A
49	L-46	SS-39	8TH STREET CUTOFF	6TH AVENUE TO INTER-GARRISON RD	FULL RECONSTRUCTION	N/A	N/A	N/A
50	L-47	SS-40	BAYER STREET	CARMEL AVENUE TO RESERVATION ROAD	FULL RECONSTRUCTION	2 RAMPS	CR75-CR76	CD-42
51	L-48	SS-41	CARMEL AVENUE	DEL MONTE BOULEVARD TO SUNSET AVENUE	FULL RECONSTRUCTION	2 RAMPS	CR77-CR78	CD-43
52	L-49	SS-42	CARMEL AVENUE	SUNSET AVENUE TO SEACREST AVENUE	FULL RECONSTRUCTION	2 RAMPS	CR79-CR80	CD-44
53	L-50	SS-43	CARMEL AVENUE	ZANETTA DRIVE TO CRESCENT AVENUE	FULL RECONSTRUCTION	N/A	N/A	N/A
54	L-51	SS-44	EDDY CIRCLE	REINDOLLAR AVENUE TO NORTH END	FULL RECONSTRUCTION	N/A	N/A	N/A
55	L-52	SS-45	INDEPENDENCE AVE	REINDOLLAR AVENUE TO SOUTH END	FULL RECONSTRUCTION	2 RAMPS	CR81-CR82	CD-45
56	L-53	SS-31	MILRAY COURT	REDWOOD DRIVE TO END	FULL RECONSTRUCTION	2 RAMPS	CR83-CR84	CD-46
57	L-54	SS-46	PALM AVENUE	DEL MONTE BOULEVARD TO ELM AVENUE	FULL RECONSTRUCTION	N/A	N/A	N/A
58	L-55	SS-8	PARK CIRCLE	DE FOREST ROAD TO END	FULL RECONSTRUCTION	2 RAMPS	CR85-CR86	CD-47
59	L-56	N/A	REAMS COURT	BELLE DRIVE TO END	FULL RECONSTRUCTION	N/A	N/A	N/A
60	L-57	SS-25	BARRETT LANE	CARMEL AVENUE TO END	RUBBERIZED CAPE SEAL	N/A	N/A	N/A
61	L-58	SS-19	FREDRICK CIRCLE	HILLCREST AVENUE TO END	RUBBERIZED CAPE SEAL	2 RAMPS	CR87-CR88	CD-48
62	L-59	SS-47	BOSTICK AVENUE	113' N/O LARSON COURT TO ALEXIS COURT	RUBBERIZED CAPE SEAL	N/A	N/A	N/A
63	L-60	SS-48	KING CIRCLE	REINDOLLAR AVENUE TO SOUTH END	RUBBERIZED CAPE SEAL	2 RAMPS	CR89-CR90	CD-49
64	L-61	SS-3	STEVEN COURT	BELLE DRIVE TO END	RUBBERIZED CAPE SEAL	2 RAMPS	CR91-CR92	CD-50

Phase 1 Locations
Phase 2 Locations

Exhibit A
APR1801 Full Reconstruction
Phase 1 and Phase 2 locations

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Revisions

No.	Description	Date

95% PLANS NOT FOR CONSTRUCTION

BKF ENGINEERS
307 MAIN STREET
SUITE 120
SALINAS, CA 93901
(831) 205-5880
www.bkf.com

SCALE:	AS SHOWN NTS
DESIGN BY:	AS/WV/BD
DRAWN BY:	AS/WV/BD
CHECKED BY:	MC/RR/SD
CONSULTANT'S JOB No.	20230756-12

CITY OF MARINA
DEPARTMENT OF PUBLIC WORKS

2" OVERLAY, RECONSTRUCTION, & CAPE SEAL STREETS
KEY MAP & QUANTITY SUMMARY TABLE

City of Marina
Monterey County
California

City of Marina
209 Cypress Ave
Marina, CA 93933

DATE: DECEMBER 18, 2025

City of Marina
Project No.

Drawing No. **KM-1**

Sheet **4** of **186**

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES
0 1 2 3

Dec 18, 2025 - 8:22am K:\2023\230756_Marina_On-Call_Design_Services_12_TO_03_OverlayReconCapeSeal\DWG\SHEETS\03_KM-01.dwg asimeon

June 8, 2026 Item No. **10g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 16, 2026

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2026-, CALLING A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF CERTAIN CITY OFFICERS FROM COUNCIL DISTRICTS 1, DISTRICT 4 AND MAYOR (AT-LARGE); AND REQUESTING THAT THE COUNTY OF MONTEREY AGREE TO CONSOLIDATION OF SAID ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON SAID DATE, AND REQUESTING THE COUNTY TO RENDER ANY AND ALL SERVICES IN CONNECTION WITH SAID CONSOLIDATED ELECTION; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUNDS AND THE CITY MANAGER TO EXECUTE AN AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED HERETO, FOR THE PROVISION OF ELECTION SERVICES WITH MONTEREY COUNTY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY.

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2026-, calling for a general municipal election in the City of Marina on Tuesday, November 3, 2026, for the election of certain city officers; and

2. Requesting the County of Monterey agree to the consolidation of the election with the statewide general election and requesting the County Elections Department to render any and all services required to conduct the election; and

3. Authorizing the Finance Director to appropriate funds and the City Manager to take all actions necessary to effectuate such election and to execute a service agreement for the provision of election services between the City of Marina and Monterey County Elections Department/Registrar of Voters subject to final review and approval by City Attorney.

BACKGROUND:

The terms of Mayor Bruce C. Delgado, Councilmember Brian McCarthy and Councilmember Liesbeth Visscher will expire as of November 2026. On December 17, 2019, the City Council adopted Ordinance 2019-04 amending Chapter 2.06 of the Marina Municipal Code entitled "Municipal Elections" to add Section 2.06.020 establishing a by-district electoral system for four City Council members, with the office of Mayor to continue to be separately elected.

ANALYSIS:

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

Pursuant to EC Section12101 the first day for the City Council to call for an election and for the City Clerk to publish notice of the election, is June 29, 2026.

Pursuant to EC Section 10403 the last day for the City Council to file with the Elections Department a resolution requesting consolidation of an election for candidates or measures is August 7, 2026.

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

Consistent with past practice, when the City's election is consolidated and the County be requested to render specified services in connection with said consolidated election, the County requires a contract for any and all services. The form of a contract for the November 3, 2026, General Municipal Election is attached as **EXHIBIT A**.

FISCAL IMPACT:
Should the City Council approve this request, adequate funding is included in the FY 2025-26 and FY 26-27 Budgets, and will be charged to General Fund, City Administration, Elections, Account No. 11.112.65895. The County Elections Department has estimated the cost to the City for the consolidation of the November 3, 2026, election to be between $53,000.00 and $55,000.00.

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

Respectfully submitted,

_____
Anita Sharp
Deputy City Clerk
City of Marina

REVIEWED/CONCUR:

_____
Layne Long
City Manager
City of Marina

SOURCE OF FUNDING:
Should the City Council approve this request, adequate funding is included in the FY 2025-26 and FY 2026-2027 Budgets and will be charged to General Fund, City Administration, Elections, Account No. 11.112.65895.

Resolution No. 2026- ____

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

City of Marina

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

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

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

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

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

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

WHEREAS, on December 17, 2019, the City Council adopted Ordinance 2019-04 amending Chapter 2.06 of the Marina Municipal Code entitled "Municipal Elections" to add Section 2.06.020 establishing a by-district electoral system for four City Council members, with the office of Mayor to continue to be separately elected; and

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

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

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

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

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 3, 2026.

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the governing body of the City of Marina hereby orders an election be called and consolidated with any and all elections also called to be held on November 3, 2026, insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the City of Marina, and the City of Marina requests the Board of Supervisors of the County of Monterey to order such consolidation under Elections Code Section 10401 and 10403.

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

BE IT FURTHER RESOLVED AND ORDERED that the Monterey County Elections Department conduct the election for the purpose of electing two Members to this Governing Board on the November 3, 2026, ballot:

SEATS OPEN	OFFICE	TERM
Bruce C. Delgado	Mayor	Full Term of Four Years
Brian McCarthy	Councilmember - District 1	Full Term of Four Years
Liesbeth Visscher	Councilmember - District 4	Full Term of Four Years

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Marina on this 16th day of June 2026, by the following vote:

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

SIGNED:

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Shepherd-Sharp, Deputy City Clerk

SERVICE AGREEMENT FOR THE PROVISION OF ELECTION

SERVICES BETWEEN **City of Marina** AND

COUNTY OF MONTEREY DEPARTMENT OF ELECTIONS

November 3, 2026

This Agreement, entered into this _____ day of _____ 2026, by and between **City of Marina** and County of Monterey Department of Elections (hereinafter referred to as the Department);

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

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

SERVICES TO BE PERFORMED BY THE CITY:

1) No later than the 88th day prior to the election the City shall submit a resolution requesting the Department to conduct an election for the City on **November 3, 2026** and requesting election related services of the Department.

2) The City shall publish the Notice of Election and the Notice to File Declarations of Candidacy for the offices to be voted on, and/or the Notice to File Arguments for or against any measure.

3) The City shall submit to the Department in writing the exact number of offices to be voted on and the names and ballot designations of the candidates for those offices, and/or the exact ballot wording to be voted by no later than the 88th day prior to the election, or by the 83rd day prior to the election if Elections Code §§ 10225, 10229, and 10407 are applicable.

4) The City shall prepare and deliver to the Department the Voter Guide information containing, as applicable, candidates' statements of qualifications, ballot measure, tax rate statements, impartial analysis, arguments for or against and rebuttals thereto. The last day for the submission of primary arguments (300 words) and

impartial analysis shall be no later than **AUGUST 13, 2026.** The last day for the submission of rebuttal arguments (250 words) is **AUGUST 20, 2026**.

5) The City shall be responsible for reviewing and approving the language of the sample ballot and official ballot wording for candidates and measures.

SERVICES TO BE PERFORMED BY THE DEPARTMENT:

1) The Department shall select and contract with the sample and official ballot printer(s) on behalf of the City.

2) The Department shall prepare and deliver to the printer the official ballot information.

3) The Department shall issue, receive and process all ballots on behalf of the City matters.

4) The Department shall procure all necessary and appropriate polling place locations, hire polling place workers, and conduct the election in accordance with all applicable state, federal and local laws.

5) The Department shall prepare a Canvass of Votes Cast and submit a Certificate of Registrar of Voters to the City regarding the City matters.

6) The Department shall conduct other various and miscellaneous election activities as required including but not limited to all those required as the City's Election Official other than those described under "Services to be Performed by the City".

TERMS:

This Agreement shall be in effect for the performance of all services incident to the preparation and conduct of the election to be held on **NOVEMBER 3, 2026.**

The parties will use best efforts to perform services herein. However, in the event the Department is unable to perform services required under this Agreement that are beyond their control, including an employee strike, vendor conditions, natural disasters, war, or other similar conditions, the Department will be relieved of all obligations under this Agreement. The Department will provide reasonable notice, if practical, of any conditions beyond their control, including notice at least 60 days prior to **NOVEMBER 3, 2026** of vendor conditions affecting the election services. In the event a vendor does not perform, the Department will attempt to obtain substitute services.

CONSIDERATION:

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

The City shall make payment within 30 days of receipt of invoice from the Department.

CITY:

Signature: _____ Date: _____

Print Name: Layne Long

Title: City Manager

COUNTY:

Signature: _____ Date: _____

Print Name: Gina Martinez

Title: County of Monterey, Registrar of Voters

June 12, 2026 Item No. **10g(4)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 16, 2026

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2026-, APPROVING THE 8th STREET EASEMENT AGREEMENT BETWEEN THE CITY OF MARINA AND CALIFORNIA STATE UNIVERSITY, MONTEREY BAY (CSUMB), AND; ACCEPTING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND, AUTHORIZING ALL OTHER ACTIONS NECESSARY TO ACCEPT AND RECORD SAID EASEMENT AGREEMENT ON BEHALF OF THE CITY OF MARINA; AND, AUTHORIZING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE RESOLUTION IN THE MONTEREY COUNTY OFFICE OF THE COUNTY RECORDER

RECOMMENDATION:

It is requested that the City Council consider adopting Resolution No. 2026-,:

1. Approving the 8th Street Easement Agreement between the City of Marina and California State University, Monterey Bay (CSUMB), and;

2. Accepting and authorizing the City Manager to execute the agreement on behalf of City subject to final review and approval by the City Attorney;

3. Authorizing all other actions necessary to accept and record said easement agreement on behalf of the City of Marina, and;

4. Authorizing the City Clerk to record a certified copy of the resolution in the Monterey County office of the County Recorder.

BACKGROUND:

At the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance.

At the regular meeting of February 2, 2021, the City Council adopted Resolution No. 2021-06, approving the Residential Phase 2 East Final Map for The Dunes on Monterey Bay Development Project Subdivision. At the same meeting, City Council adopted Resolution No. 2021-05, approving the Public Improvement Agreement for the residential public improvements. The public improvements did not include the extension of 8th Street from 3rd Avenue to California Avenue or the ultimate improvements to California Avenue from 8th Street to Imjin Parkway.

At the regular meeting of November 7, 2023, the City Council adopted Resolution No. 2023-113, authorizing the City Manager to enter into two reimbursement/public improvement agreements for the right-of-way improvements for the segments of 8th Street and California Avenue mentioned above.

ANALYSIS:

Shea Homes Limited Partnership ("Developer") has submitted the 8th Street and California Avenue Improvement Plans to the City for review and approval. Staff has reviewed the improvement plans for construction and has found the plans to be in substantial conformance to City Standards, the Specific Plan requirements and Tentative Map conditions as amended. In order to complete the ultimate right-of-way improvements along 8th Street, additional right-of-way is needed within CSUMB's property as shown in **"EXHIBIT A"**. CSUMB has provided a draft easement agreement **("EXHIBIT B"**) that establishes the easement area required for the right of way improvements and maintenance responsibilities for those improvements. The Public Works Director, Community Development Director and City Manager will execute all necessary documents to establish the easement and execute the Agreement.

FISCAL IMPACT:

Should the City Council approve this request, the City has negotiated an easement cost of $813,764 for the areas shown within Exhibit A. Continued maintenance of the public street, northern sidewalk (adjacent to Hilltop Park), streetlights, and stormwater facilities shall be incorporated into the City's Public Works Maintenance schedule and funded by the City's General Fund maintenance budget for the different improvements. Maintenance of the southern multi-use pathway adjacent to CSUMB property shall be conducted and funded by CSUMB.

California Environmental Quality Act (CEQA)

The approval and recordation of the 8th Street Easement Agreement between the City of Marina and CSUMB was generally anticipated and analyzed in the Environmental Impact Report (EIR) prepared for the project and certified by the City Council through its adoption of Council Resolution No. 2005-127 on May 31, 2005 (SCH # 2004091167).

CONCLUSION:

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

Respectfully submitted,

_____

Edrie Delos Santos, P.E.
Engineering Division
Public Works Department

REVIEWED/CONCUR:

_____

Ismael Hernandez
Public Works Director
City of Marina

_____

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2026-

APPROVING THE 8th STREET EASEMENT AGREEMENT BETWEEN THE CITY OF MARINA AND CALIFORNIA STATE UNIVERSITY, MONTEREY BAY (CSUMB), AND; ACCEPTING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND, AUTHORIZING ALL OTHER ACTIONS NECESSARY TO ACCEPT AND RECORD SAID EASEMENT AGREEMENT ON BEHALF OF THE CITY OF MARINA; AND, AUTHORIZING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE RESOLUTION IN THE MONTEREY COUNTY OFFICE OF THE COUNTY RECORDER

WHEREAS, at the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance.

WHEREAS, at the regular meeting of February 2, 2021, the City Council adopted Resolution No. 2021-06, approving the Residential Phase 2 East Final Map for The Dunes on Monterey Bay Development Project Subdivision. At the same meeting, City Council adopted Resolution No. 2021-05, approving the Public Improvement Agreement for the residential public improvements. The public improvements did not include the extension of 8th Street from 3rd Avenue to California Avenue or the ultimate improvements to California Avenue from 8th Street to Imjin Parkway.

WHEREAS, at the regular meeting of November 7, 2023, the City Council adopted Resolution No. 2023-113, authorizing the City Manager to enter into two reimbursement/public improvement agreements for the right-of-way improvements for the segments of 8th Street and California Avenue mentioned above.

WHEREAS, Shea Homes Limited Partnership ("Developer") has submitted the 8th Street and California Avenue Improvement Plans to the City for review and approval. Staff has reviewed the improvement plans for construction and has found the plans to be in substantial conformance to City Standards, the Specific Plan requirements and Tentative Map conditions as amended. In order to complete the ultimate right-of-way improvements along 8th Street, additional right-of-way is needed within CSUMB's property as shown in **"Exhibit A"**. CSUMB has provided a draft easement agreement **("Exhibit B"**) that establishes the easement area required for the right of way improvements and maintenance responsibilities for those improvements. The Public Works Director, Community Development Director and City Manager will execute all necessary documents to establish the easement and execute the Agreement.

WHEREAS, should the City Council approve this request, the City has negotiated an easement cost of $813,764 for the areas shown within Exhibit A. Continued maintenance of the public street, northern sidewalk (adjacent to Hilltop Park), streetlights, and stormwater facilities shall be incorporated into the City's Public Works Maintenance schedule and funded by the City's General Fund maintenance budget for the different improvements. Maintenance of the southern multi-use pathway adjacent to CSUMB property shall be conducted and funded by CSUMB.

WHEREAS, the approval and recordation of the 8th Street Easement Agreement between the City of Marina and CSUMB was generally anticipated and analyzed in the Environmental Impact Report (EIR) prepared for the project and certified by the City Council through its adoption of Council Resolution No. 2005-127 on May 31, 2005 (SCH # 2004091167).

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

1. Approve the 8th Street Easement Agreement between the City of Marina and California State University, Monterey Bay (CSUMB), and;

2. Accept and authorizing the City Manager to execute the agreement on behalf of City subject to final review and approval by the City Attorney;

3. Authorize all other actions necessary to accept and record said easement agreement on behalf of the City of Marina, and;

4. Authorize the City Clerk to record a certified copy of the resolution in the Monterey County office of the County Recorder.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held on the 16th day of June 2026, by the following vote:

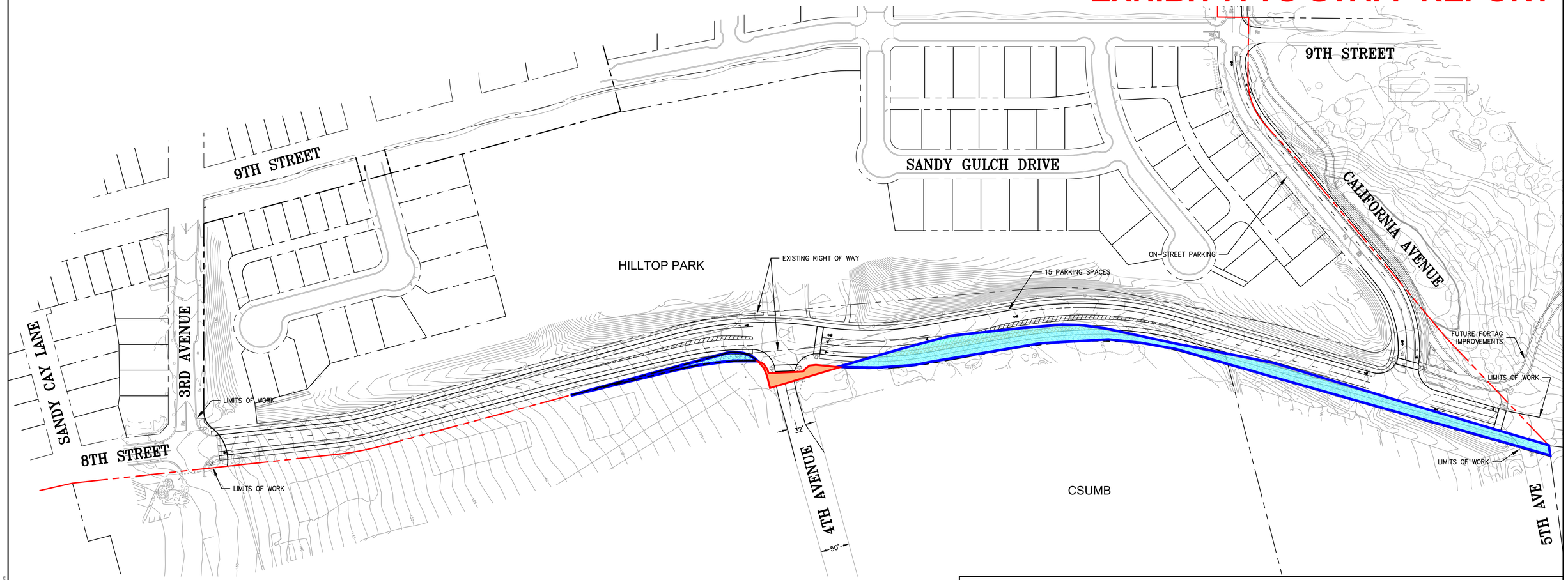
AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Bruce Delgado, Mayor

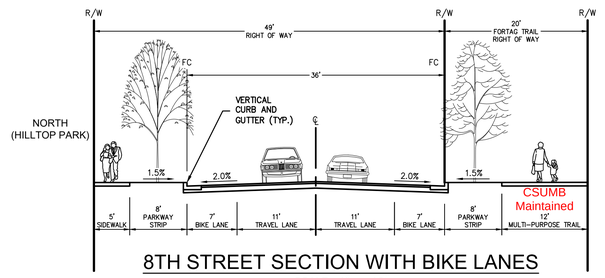
ATTEST:

_____
Anita Sharp, Deputy City Clerk

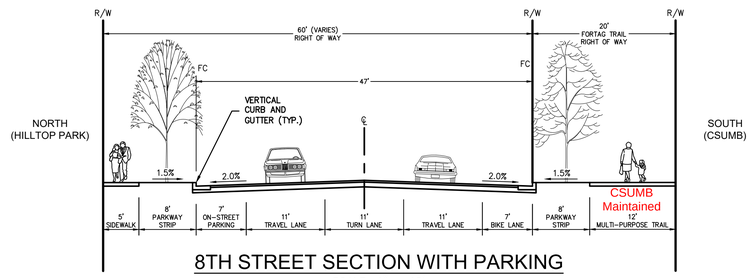
EXHIBIT A TO STAFF REPORT



8TH STREET
VERTICAL SCALE: 1" = 20'
HORIZONTAL SCALE: 1" = 100'



8TH STREET SECTION WITH BIKE LANES
SCALE: 1" = 10'



8TH STREET SECTION WITH PARKING
SCALE: 1" = 10'

LEGEND

CITY EASEMENT, 29,063 SF

CITY RIGHT OF WAY, 1,942 SF TO BE DEDICATED IN SEPARATE INSTRUMENT

\\FS2021\T Drive\Monterey Projects\3140\CAD\EXHIBITS\MTP\Phase 2\XB-CA_8TH-RAB-ALT1.dwg hwood Aug 13, 2025 - 9:56am

PHASE 2 EAST - RIGHT-OF-WAY MAP

THE DUNES ON MONTEREY BAY

CITY OF MARINA, CALIFORNIA

80 0 80 160 240 Feet
SCALE: 1" = 80'

August 13, 2025
Project No.:3140.30

Whitson ENGINEERS

Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

Sheet 2 of 2

EXHIBIT "A"
SHEET 1 OF 2
LEGAL DESCRIPTION OF A RIGHT-OF-WAY EASEMENT

Certain real property situate in the City of Marina, County of Monterey, State of California, described as follows:

Being a portion of that certain real property shown as Parcel 5 on that certain map filed for record in Volume 19 of Surveys at page 15 in the records of said County, more particularly described as follows:

Commencing at a point on the northerly boundary of said Parcel 5, said point also being the southwesterly corner of Parcel OS-2.3, as shown on that certain map filed for record in Volume 24 of Cities & Towns maps at page 73 in the records of said County; thence along said northerly boundary of Parcel 5

a) North 01°40'00" East, 19.79 feet; thence

b) Northerly 32.80 feet along the arc of a tangent curve to the left having a radius of 58.00 feet, through a central angle of 32°24'07" to the **POINT OF BEGINNING**; thence continuing along said curve

1) Northwesterly 58.31 feet, through a central angle of 57°35'53"; thence

2) North 88°20'00" West, 273.55 feet; thence departing said northerly boundary

3) South 86°41'09" East, 190.76 feet; thence

4) Easterly 133.97 feet along the arc of a tangent curve to the right having a radius of 505.86 feet, through a central angle of 15°10'26" to the POINT OF BEGINNING.

Containing 1,876 square feet, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

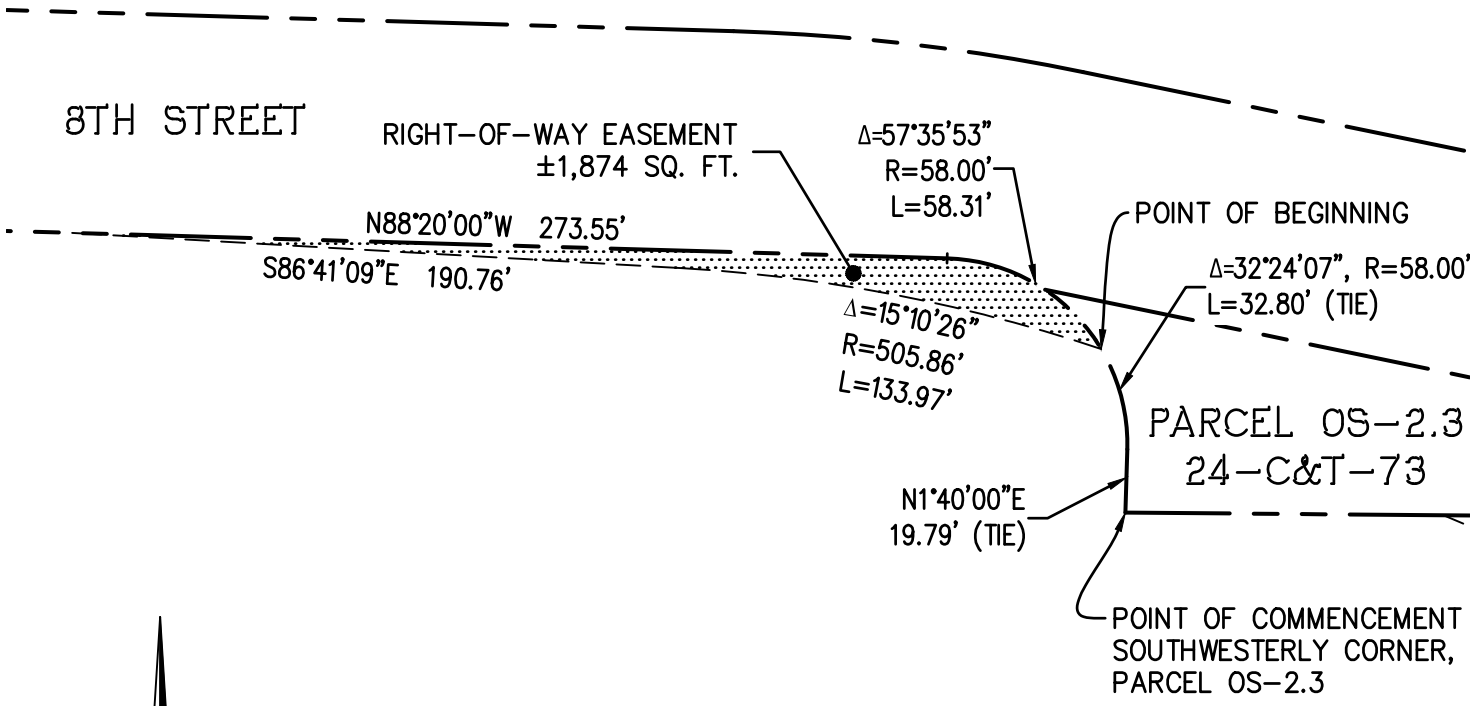
END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

5/8/2026
RICHARD P. WEBER P.L.S. DATE
L.S. NO. 8002
Job No.: 3140.30

EXHIBIT "A"
SHEET 2 OF 2

PARCEL OS-2.2
24-C&T-73



PARCEL 5
19-SURVEYS-15
APN: 031-101-034

60 0 60 120

SCALE: 1" = 60'

PLAT TO ACCOMPANY LEGAL DESCRIPTION

RIGHT-OF-WAY EASEMENT OVER A PORTION OF PARCEL 5, VOLUME 19, SURVEYS, PAGE 15

CITY OF MARINA, MONTEREY COUNTY, CALIFORNIA

MAY 2026

Whitson ENGINEERS

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

T:\Monterey Projects\3140\SURVEY\LEGAL DESC\8th Street\3140-8th Street-Plat.dwg

PROJECT No.: 3140.30

EXHIBIT "B"
SHEET 1 OF 3
LEGAL DESCRIPTION OF A RIGHT-OF-WAY EASEMENT

Certain real property situate in the City of Marina, County of Monterey, State of California, described as follows:

Being a portion of that certain real property shown as Parcel 5 on that certain map filed for record in Volume 19 of Surveys at page 15 in the records of said County, more particularly described as follows:

Beginning at a point on the northerly boundary of said Parcel 5, said point also being the most easterly corner of Parcel OS-2.3, as shown on that certain map filed for record in Volume 24 of Cities & Towns maps at page 73 in the records of said County; thence along said northerly boundary of Parcel 5

1) South 78°20'00" East, 110.24 feet; thence

2) Easterly 87.70 feet along the arc of a tangent curve to the right having a radius of 300.00 feet, through a central angle of 16°45'00"; thence

3) South 61°34'49" East, 217.94 feet to the most northerly corner of Parcel 5C, as shown on that certain map filed for record in Volume 27 of Surveys at page 151 in the Records of said County; thence along the westerly boundary of said Parcel 5C

4) South 02°20'00" West, 14.18 feet; thence departing said westerly boundary of Parcel 5C

5) North 56°50'19" West, 49.16 feet; thence

6) Northwesterly 147.55 feet along the arc of a tangent curve to the left having a radius of 562.00 feet, through a central angle of 15°02'35"; thence

7) Westerly 192.97 feet along the arc of a compound curve to the left having a radius of 962.00 feet, through a central angle of 11°29'35"; thence tangentially

8) North 83°22'30" West, 131.35 feet; thence

9) Westerly 123.80 feet along the arc of a tangent curve to the right having a radius of 649.00 feet, through a central angle of 10°55'47"; thence

10) Westerly 19.06 feet along a reverse curve to the left having a radius of 40.00 feet, through a central angle of 27°18'05"; thence

11) Westerly 21.43 feet along a reverse curve to the right having a radius of 40.00 feet, through a central angle of 30°41'59"; thence

12) Westerly 28.36 feet along the arc of a compound curve to the right having a radius of 659.00 feet through a central angle of 02°27'56" to a point on the southerly boundary of said Parcel OS-2.3; thence along said boundary of Parcel OS-2.3

13) South 89°30'00" East, 153.22 feet; thence

14) Easterly 146.17 feet along the arc of a tangent curve to the right having a radius of 750.00 feet, through a central angle of 11°10'00" to the POINT OF BEGINNING.

Containing 0.373 acres, more or less.

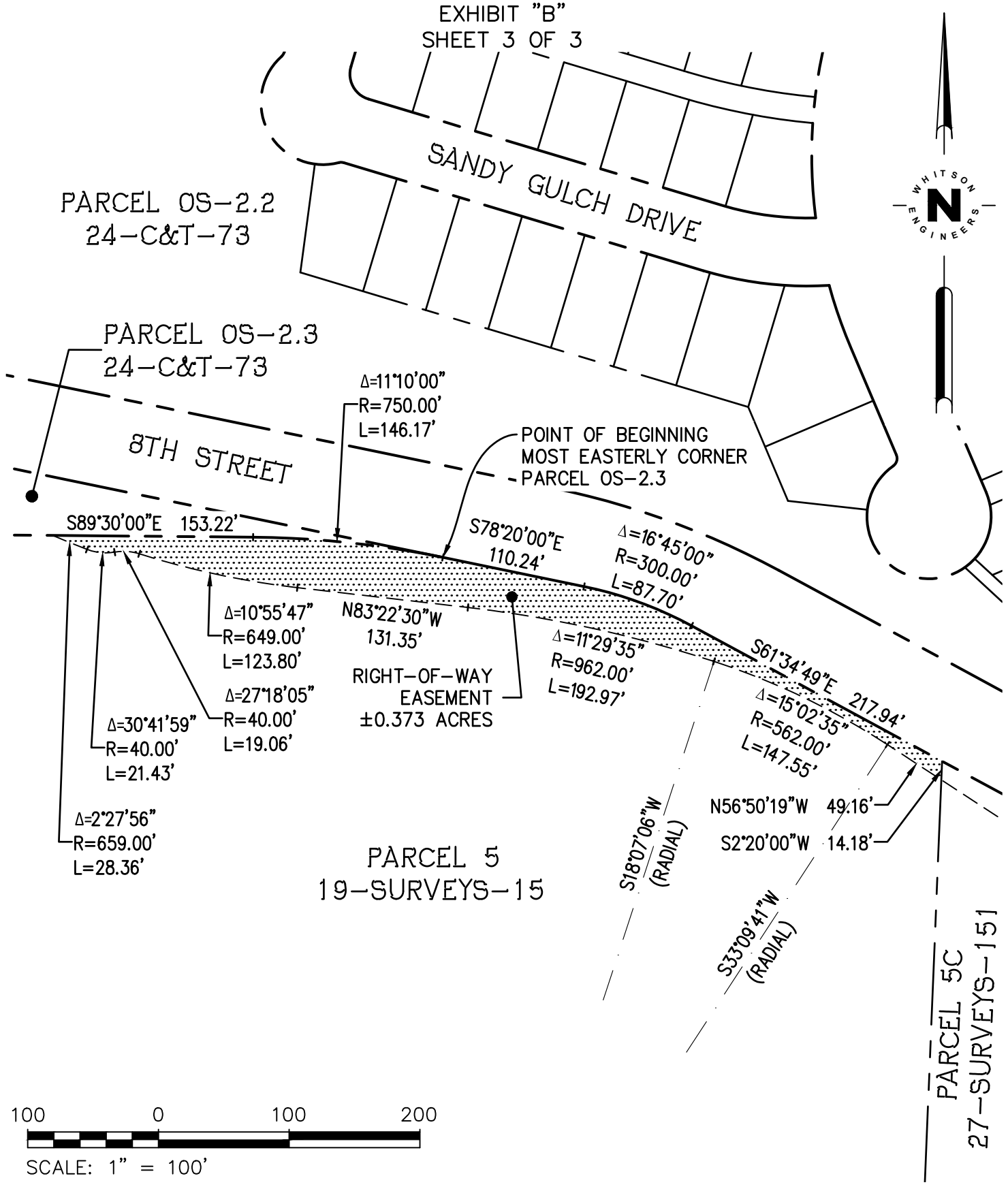
Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

5/12/2026
RICHARD P. WEBER P.L.S. DATE
L.S. NO. 8002
Job No.: 3140.30

EXHIBIT "B"
SHEET 3 OF 3



PLAT TO ACCOMPANY LEGAL DESCRIPTION

RIGHT-OF-WAY EASEMENT OVER A PORTION OF
PARCEL 5, VOLUME 19, SURVEYS, PAGE 15

CITY OF MARINA, MONTEREY COUNTY, CALIFORNIA

MAY 2026

Whitson ENGINEERS

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

PROJECT No.: 3140.30

T:\Monterey Projects\3140\SURVEY\LEGAL DESC\8th Street\3140-8th Street-Plat.dwg

EXHIBIT "C"
SHEET 1 OF 2
LEGAL DESCRIPTION OF A RIGHT-OF-WAY EASEMENT

Certain real property situate in the City of Marina, County of Monterey, State of California, described as follows:

Being a portion of that certain real property shown as Parcel 5C, as shown on that certain map filed for record in Volume 27 of Surveys at page 151 in the Records of said County, more particularly described as follows:

Beginning at the most northerly corner of said Parcel 5C; thence along the northeasterly boundary of said Parcel 5C

1) South 61°35'29" East, 82.34 feet; thence

2) South 56°50'19" East, 506.46 feet to the most easterly corner of said Parcel 5C; thence along the easterly boundary of said Parcel 5C

3) South 09°20'00" West, 20.77 feet; thence departing said easterly boundary

4) North 56°50'19" West, 589.64 feet to a point on the westerly boundary of said Parcel 5C; thence along said westerly boundary

5) North 02°20'00" East, 14.18 feet to the POINT OF BEGINNING.

Containing 0.251 acres, more or less.

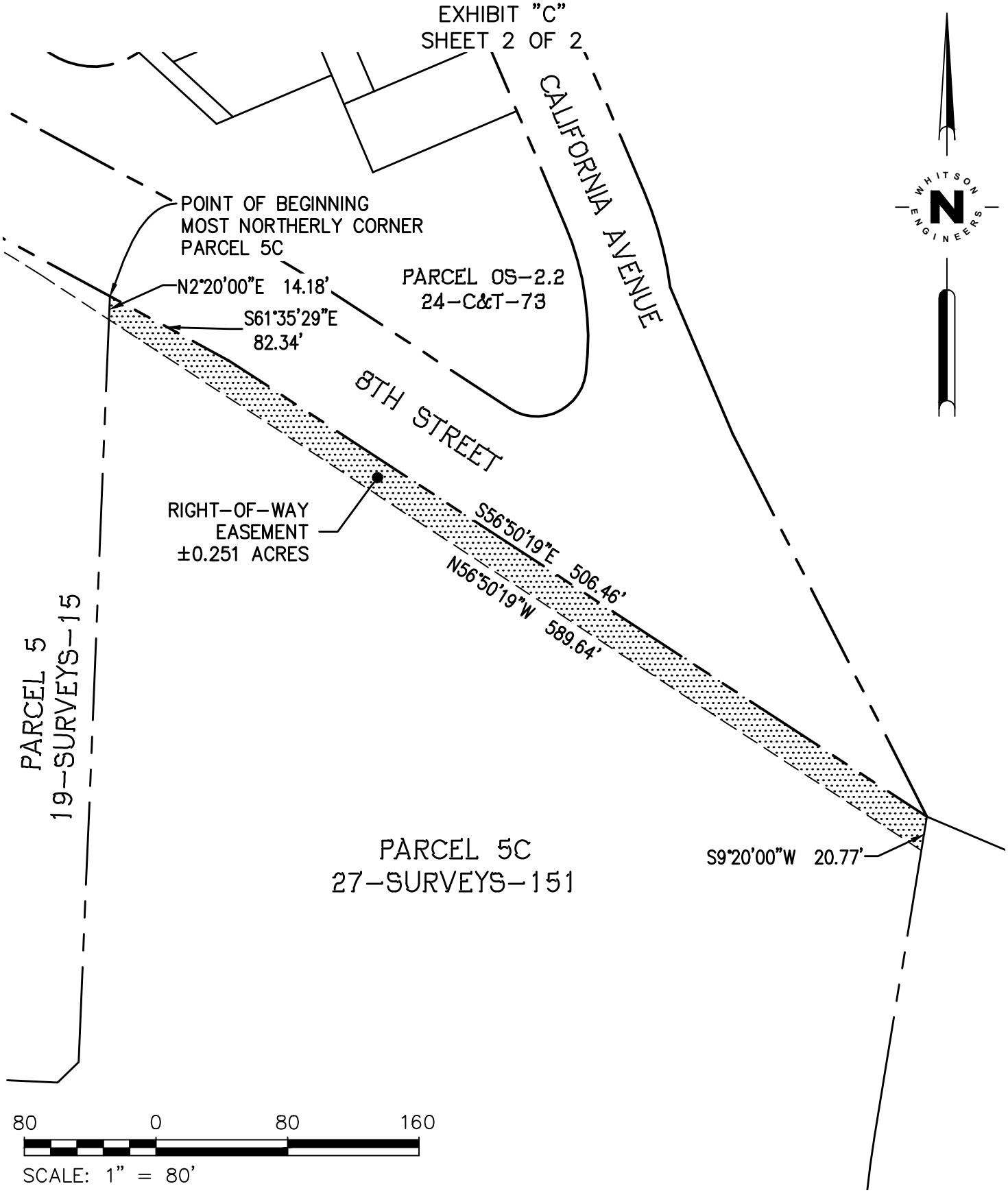
Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

5/14/2026
RICHARD P. WEBER P.L.S. DATE
L.S. NO. 8002
Job No.: 3140.30

EXHIBIT "C"
SHEET 2 OF 2



PLAT TO ACCOMPANY LEGAL DESCRIPTION

RIGHT-OF-WAY EASEMENT OVER A PORTION OF PARCEL 5C, VOLUME 27, SURVEYS, PAGE 151

CITY OF MARINA, MONTEREY COUNTY, CALIFORNIA

MAY 2026

Whitson ENGINEERS

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

PROJECT No.: 3140.30

T:\Monterey Projects\3140\SURVEY\LEGAL DESC\8th Street\3140-8th Street-Plat.dwg

June 9, 2026 Item No. **10g(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 16, 2026

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2026-, AUTHORIZING THE CITY MANAGER TO EXECUTE A REFUND SERVICES ENGAGEMENT AGREEMENT WITH MG ENVIRONMENTAL, LLC TO PURSUE POTENTIAL REIMBURSEMENT OF HAZARDOUS WASTE DISPOSAL FEES, SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2026-___ authorizing the City Manager to execute a Refund Services Engagement Agreement with MG Environmental, LLC to pursue potential refunds and reimbursements related to hazardous waste disposal fees and environmental regulatory charges on behalf of the City of Marina, subject to final review and approval by the City Attorney.

BACKGROUND:

The City conducts blight abatement and cleanup throughout the community. Some of these projects require the removal and disposal of hazardous materials, resulting in disposal fees and related charges paid by the City.

MG Environmental, LLC specializes in identifying and recovering eligible reimbursements associated with hazardous waste disposal fees and environmental regulatory charges. The firm has contacted the City regarding a potential opportunity to recover fees paid in connection with hazardous waste disposal activities occurring between 2021 and 2024.

Under the proposed Refund Services Engagement Agreement, MG Environmental would act as the City's authorized representative to review records, obtain disposal documentation, communicate with regulatory agencies, prepare and submit reimbursement claims, and pursue any eligible refunds or reimbursements on behalf of the City.

The agreement establishes an initial term of eighteen (18) months with automatic annual renewals unless terminated by either party. Compensation is based solely on a contingency fee equal to twenty-two percent (22%) of any reimbursement or refund successfully recovered. If no reimbursement is obtained, the City incurs no cost for MG Environmental's services.

ANALYSIS:

MG Environmental has indicated that government agencies may be eligible to recover certain hazardous waste disposal fees that were paid in connection with public projects and cleanup activities. Based on preliminary discussions with the firm, hazardous waste generated during City blight abatement and cleanup operations conducted between 2021 and 2024 may qualify for reimbursement.

The proposed agreement would authorize MG Environmental to review historical disposal records, manifests, hazardous waste profiles, and related documentation necessary to determine eligibility and pursue reimbursement claims. The agreement also includes an authorization allowing MG Environmental to obtain relevant records from treatment, storage, and disposal facilities used by the City.

Staff believes the contingency-based structure minimizes financial risk to the City because compensation is only due if funds are successfully recovered. The City is not responsible for MG Environmental's costs associated with investigating or pursuing claims, and there is no obligation to pay any fee unless a reimbursement is obtained.

FISCAL IMPACT:

There is no upfront fiscal impact associated with the proposed agreement. Compensation to MG Environmental would only be paid if a refund is successfully recovered on behalf of the City. Under the agreement, MG Environmental would receive twenty-two percent (22%) of any refund obtained, with the remaining balance retained by the City.

Because the amount of any potential refund is currently unknown, the fiscal benefit to the City cannot be determined at this time.

CONCLUSION:

The proposed agreement provides a no-upfront-cost opportunity for the City to pursue potential reimbursements related to hazardous waste disposal fees and environmental regulatory charges that may be owed to the City. Approval of the agreement would authorize MG Environmental to investigate and pursue eligible reimbursement and refund claims on the City's behalf.

Respectfully submitted,

_____

Ismael Hernandez
Public Works Director
City of Marina

REVIEWED/CONCUR

_____

Layne Long
City Manager
City of Marina

EXHIBITS:

Exhibit A - Refund Services Engagement Agreement between the City of Marina and MG Environmental, LLC

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO EXECUTE A REFUND SERVICES ENGAGEMENT AGREEMENT WITH MG ENVIRONMENTAL, LLC TO PURSUE POTENTIAL REIMBURSEMENT OF HAZARDOUS WASTE DISPOSAL FEES ON BEHALF OF THE CITY OF MARINA

WHEREAS, the City of Marina periodically conducts blight abatement, cleanup, and other public works activities that may require the handling, transportation, and disposal of hazardous materials; and

WHEREAS, the City has incurred hazardous waste disposal fees and related charges associated with such activities; and

WHEREAS, MG Environmental, LLC has identified a potential opportunity for the City to recover certain hazardous waste disposal fees and related charges paid between 2021 and 2024; and

WHEREAS, MG Environmental, LLC specializes in identifying and pursuing reimbursement opportunities associated with hazardous waste disposal fees and environmental regulatory charges; and

WHEREAS, under the proposed Refund Services Engagement Agreement, MG Environmental, LLC would act as the City's authorized representative to review records, obtain documentation, communicate with regulatory agencies, prepare and submit reimbursement claims, and pursue any eligible refunds on behalf of the City; and

WHEREAS, the proposed agreement provides for compensation to MG Environmental, LLC solely on a contingency basis equal to twenty-two percent (22%) of any reimbursement or refund successfully recovered, with no upfront cost to the City; and

WHEREAS, if no reimbursement or refund is recovered, the City shall have no obligation to compensate MG Environmental, LLC for its services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina hereby authorizes the City Manager to execute the Refund Services Engagement Agreement with MG Environmental, LLC, in substantially the form presented to the City Council, subject to approval as to form by the City Attorney, and to take all actions necessary to implement the agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Marina, duly held on the 16th day of June 2026, by the following vote:

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

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

Exhibit A

Refund Services Engagement Agreement between the City of Marina and MG Environmental, LL

MG Environmental LLC.

REFUND SERVICES ENGAGEMENT AGREEMENT

1. **Exclusive Engagement for Services**. Exclusive Engagement for Services. The undersigned client CITY OF MARINA (the "Client") in consideration of services to be rendered by MG Environmental, LLC (the "Company"), hereby engages the Company to represent them in pursuit of reimbursement of potential fee overpayments made to the CDTFA for filed returns 2021-2024 that may be improperly held by the State of California (a "Refund") that Client may be entitled to have refunded to Client. Client engages the Company as the Client's exclusive agent to obtain the Refunds which Company is pursuing and agrees to refer to Company any and all correspondence, notices, documents and to otherwise cooperate with Company in obtaining the Refunds. In no event shall Company be obligated to pursue any amounts owed to Client from the State of California outstanding for more than 3 years or otherwise owed to Client and unrelated to the Refunds which Company is pursuing. Company agrees to diligently pursue the issuance of Client's Refund(s) pursuant to the terms and conditions of this Agreement.

2. **Agency**. Client authorizes and empowers the Company, on behalf of and as agent for Client, to take all steps deemed necessary, in the sole discretion of Company, to secure Refund(s). Company shall have the power to conduct the following on behalf of Client (i) obtain and prepare and file documents, notices, or appeals; (ii) communicate with governmental authorities; (iii) obtain and submit supplemental information; (iv) attend hearings or meetings; (v) assist Client in negotiating settlements or refunds; and (vi) any other act expressly authorized by Client in writing.

3. **Term and Termination**. Client acknowledges the reoccurring possibility that a Refund may be available to Client. As a result, Company may, from time to time, notify Client of Company's determination that an additional Refund may be owed. Accordingly, the term of this agreement shall be for an initial term of 18 months after the Effective Date and shall automatically renew for successive one (1) year terms unless terminated pursuant to this Section 3. Client may terminate this Agreement effective as of the date that is the later of (i) thirty (30) days after written notice of intent to terminate is delivered to Company or (ii) conclusion of Company's pending proceedings for a Refund or Refunds, which shall be deemed concluded upon Client's receipt of a Refund and payment of the Contingency Fee (defined below) or upon Company's determination that a Refund(s) is not obtainable or otherwise owed. Company may terminate this Agreement at any time upon written notice to Client.

4. **Compensation for Services**. For Company's services, Client agrees to pay Company a contingency fee in an amount equal to twenty-two percent (22%) of a Refund (the "Contingency Fee"). The Contingency Fee shall be payable if the notice of determination issued by the State of California or other confirmation of issuance of the Refund is issued during the Term even if the Refund is actually received after expiration of the Term for any reason. The Contingency Fee shall be computed without deduction for addition to any out-of-pocket costs and expenses Company incurs on Client's behalf in connection with its services. Client agrees to remit payment for the Contingency Fee to Company no later than five (5) business days after its receipt of the Refund. Any unpaid Contingency Fee shall be subject to a monthly finance charge of one and one-half percent (1.5%) per month until Company receives full payment of the Contingency Fee. Company shall be solely responsible for all out-of-pocket expenses and costs associated with obtaining the Refund and Client shall have no obligation to reimburse Company for such costs and expenses, regardless of whether a Refund is obtained. The provisions of this Section 4 shall survive termination of this Agreement.

5. **Notice and Communication**. Client understands that the primary mechanism for communication between Client and Company will be through e-mail, including the sending of potentially time-sensitive document requests, however periodic phone calls may be necessary to expedite communication of necessary information. Client will provide Company with a primary point of contact for all correspondence related to Company's services. Client is responsible for monitoring and responding to emails and phone calls from Company in a timely manner and agrees to provide all requested information or approvals on a timely basis. Client will ensure that any emails from the Company's CFO, Art@MGEnvironmental.com email address are received and reviewed by Client. All notices required by this Agreement shall be sent by email and deemed received on the date of delivery.

DRAFT

6. **Client Acknowledgement**. Client agrees and acknowledges that a Refund is in no way guaranteed and Company expressly disclaims any liability for failure to obtain a Refund. Client expressly acknowledges that Company has made no representation or warranty regarding its ability to secure a Refund regardless of amount, or any representation or warranty regarding the time in which a Refund may be obtained. Nonetheless, Company has performed preliminary research and believes that there is substantial likelihood that a Refund can be obtained.

7. **Miscellaneous**. Except as may be specifically required by law, Client will not disclose or communicate any part of this Agreement to any other person. No waiver of any part of this Agreement will be effective unless it is in writing, and no such waiver will be construed to be a waiver of any other breach of this Agreement. In the event either party commences an action or proceeding against the other party to enforce its rights under this Agreement, the non-prevailing party shall pay the attorneys' fees and costs incurred by the prevailing party in connection with such action. This Agreement shall be governed by the laws of the State of California in accordance with the terms of the American Arbitration Association. Any dispute under this Agreement shall be resolved by binding arbitration conducted by the American Arbitration Association located in Sacramento, California. Any unlawful provision of the Agreement shall be severable. This Agreement represents the entire agreement of the parties and replaces any and all prior agreements concerning the subjects addressed herein. In deciding to sign this Agreement, neither party has relied on any express or implied promise, statement, or representation of the other party, whether oral or written, except as set forth herein. The effective date of this Agreement shall be the date this Agreement is executed by Client. This Agreement may be executed via DocuSign ® or other electronic means in counterparts and an electronic or .pdf copy shall be deemed original. Counterparts transmitted by email or other electronic means shall have the same force and effect as an original counterpart.

The parties have executed this Refund Services Engagement Agreement effective as of the date below. **Upon execution of this Agreement, please return a signed copy to Company at: Art@MGEnvironmental.com**

COMPANY:
MG Environmental, LLC,
a Delaware limited liability company

By:_____
_____
Name: Arthur McManus

Its: CFO

CLIENT:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Effective Date: _____

DRAFT

MG Environmental LLC.

Declaration of "Authorized Representative"

By signing this document below, I hereby authorize MG ENVIRONMENTAL, LLC to act as my "authorized representative" on behalf of CITY OF MARINA to obtain the following documents from any Treatment, Storage and Disposal Facility used by CITY OF MARINA.

[X] Shipping Documents, including manifests and any pertinent associated documents including, but not limited to:

- Land Disposal Restrictions (LDRs)
- Hazardous waste profiles
- Analytical data related to the generation and disposal of hazardous waste.

I hereby certify that I have authority to execute this letter designating MG Environmental, LLC to act as my Authorized Representative.

Signature	Title
Printed Name	Date

DRAFT

June 12, 2026 Item No. **10g(4)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 16, 2026

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2026-, APPROVING THE 8th STREET EASEMENT AGREEMENT BETWEEN THE CITY OF MARINA AND CALIFORNIA STATE UNIVERSITY, MONTEREY BAY (CSUMB), AND; ACCEPTING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND, AUTHORIZING ALL OTHER ACTIONS NECESSARY TO ACCEPT AND RECORD SAID EASEMENT AGREEMENT ON BEHALF OF THE CITY OF MARINA; AND, AUTHORIZING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE RESOLUTION IN THE MONTEREY COUNTY OFFICE OF THE COUNTY RECORDER

RECOMMENDATION:

It is requested that the City Council consider adopting Resolution No. 2026-,:

1. Approving the 8th Street Easement Agreement between the City of Marina and California State University, Monterey Bay (CSUMB), and;

2. Accepting and authorizing the City Manager to execute the agreement on behalf of City subject to final review and approval by the City Attorney;

3. Authorizing all other actions necessary to accept and record said easement agreement on behalf of the City of Marina, and;

4. Authorizing the City Clerk to record a certified copy of the resolution in the Monterey County office of the County Recorder.

BACKGROUND:

At the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance.

At the regular meeting of February 2, 2021, the City Council adopted Resolution No. 2021-06, approving the Residential Phase 2 East Final Map for The Dunes on Monterey Bay Development Project Subdivision. At the same meeting, City Council adopted Resolution No. 2021-05, approving the Public Improvement Agreement for the residential public improvements. The public improvements did not include the extension of 8th Street from 3rd Avenue to California Avenue or the ultimate improvements to California Avenue from 8th Street to Imjin Parkway.

At the regular meeting of November 7, 2023, the City Council adopted Resolution No. 2023-113, authorizing the City Manager to enter into two reimbursement/public improvement agreements for the right-of-way improvements for the segments of 8th Street and California Avenue mentioned above.

ANALYSIS:

Shea Homes Limited Partnership ("Developer") has submitted the 8th Street and California Avenue Improvement Plans to the City for review and approval. Staff has reviewed the improvement plans for construction and has found the plans to be in substantial conformance to City Standards, the Specific Plan requirements and Tentative Map conditions as amended. In order to complete the ultimate roadway and intersection improvements along 8th Street, additional right-of-way is needed within CSUMB's property as shown in **"EXHIBIT A"**. CSUMB has provided a draft easement agreement **("EXHIBIT B"**) that establishes the easement area required for the roadway and intersection improvements and maintenance responsibilities for those improvements. The Public Works Director, Community Development Director and City Manager will execute all necessary documents to establish the easement and execute the Agreement. The Trail area as shown on Exhibit A will remain owned and be maintained by CSUMB.

FISCAL IMPACT:

Should the City Council approve this request, the City has negotiated an easement cost of $143,612 for the areas shown within Exhibit A which shall be paid through the General Fund. Continued maintenance of the public street, northern sidewalk (adjacent to Hilltop Park), streetlights, and stormwater facilities shall be incorporated into the City's Public Works Maintenance schedule and funded by the City's General Fund maintenance budget for the different improvements. Maintenance of the southern multi-use pathway adjacent to CSUMB property shall be conducted and funded by CSUMB.

California Environmental Quality Act (CEQA)

The approval and recordation of the 8th Street Easement Agreement between the City of Marina and CSUMB was generally anticipated and analyzed in the Environmental Impact Report (EIR) prepared for the project and certified by the City Council through its adoption of Council Resolution No. 2005-127 on May 31, 2005 (SCH # 2004091167).

CONCLUSION:

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

Respectfully submitted,

_____

Edrie Delos Santos, P.E.
Engineering Division
Public Works Department

REVIEWED/CONCUR:

_____

Ismael Hernandez
Public Works Director
City of Marina

_____

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2026-

APPROVING THE 8th STREET EASEMENT AGREEMENT BETWEEN THE CITY OF MARINA AND CALIFORNIA STATE UNIVERSITY, MONTEREY BAY (CSUMB), AND; ACCEPTING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND, AUTHORIZING ALL OTHER ACTIONS NECESSARY TO ACCEPT AND RECORD SAID EASEMENT AGREEMENT ON BEHALF OF THE CITY OF MARINA; AND, AUTHORIZING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE RESOLUTION IN THE MONTEREY COUNTY OFFICE OF THE COUNTY RECORDER

WHEREAS, at the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance.

WHEREAS, at the regular meeting of February 2, 2021, the City Council adopted Resolution No. 2021-06, approving the Residential Phase 2 East Final Map for The Dunes on Monterey Bay Development Project Subdivision. At the same meeting, City Council adopted Resolution No. 2021-05, approving the Public Improvement Agreement for the residential public improvements. The public improvements did not include the extension of 8th Street from 3rd Avenue to California Avenue or the ultimate improvements to California Avenue from 8th Street to Imjin Parkway.

WHEREAS, at the regular meeting of November 7, 2023, the City Council adopted Resolution No. 2023-113, authorizing the City Manager to enter into two reimbursement/public improvement agreements for the right-of-way improvements for the segments of 8th Street and California Avenue mentioned above.

WHEREAS, Shea Homes Limited Partnership ("Developer") has submitted the 8th Street and California Avenue Improvement Plans to the City for review and approval. Staff has reviewed the improvement plans for construction and has found the plans to be in substantial conformance to City Standards, the Specific Plan requirements and Tentative Map conditions as amended. In order to complete the ultimate roadway and intersection improvements along 8th Street, additional right-of-way is needed within CSUMB's property as shown in **"Exhibit A"**. CSUMB has provided a draft easement agreement **("Exhibit B"**) that establishes the easement area required for the roadway and intersection improvements and maintenance responsibilities for those improvements. The Public Works Director, Community Development Director and City Manager will execute all necessary documents to establish the easement and execute the Agreement. The Trail area as shown on Exhibit A will remain owned and be maintained by CSUMB.

WHEREAS, should the City Council approve this request, the City has negotiated an easement cost of $143,612 for the areas shown within Exhibit A which shall be paid through the General Fund. Continued maintenance of the public street, northern sidewalk (adjacent to Hilltop Park), streetlights, and stormwater facilities shall be incorporated into the City's Public Works Maintenance schedule and funded by the City's General Fund maintenance budget for the different improvements. Maintenance of the southern multi-use pathway adjacent to CSUMB property shall be conducted and funded by CSUMB, and;

WHEREAS, the approval and recordation of the 8th Street Easement Agreement between the City of Marina and CSUMB was generally anticipated and analyzed in the Environmental Impact Report (EIR) prepared for the project and certified by the City Council through its adoption of Council Resolution No. 2005-127 on May 31, 2005 (SCH # 2004091167).

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

1. Approve the 8th Street Easement Agreement between the City of Marina and California State University, Monterey Bay (CSUMB), and;

2. Accept and authorizing the City Manager to execute the agreement on behalf of City subject to final review and approval by the City Attorney;

3. Authorize all other actions necessary to accept and record said easement agreement on behalf of the City of Marina, and;

4. Authorize the City Clerk to record a certified copy of the resolution in the Monterey County office of the County Recorder.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held on the 16th day of June 2026, by the following vote:

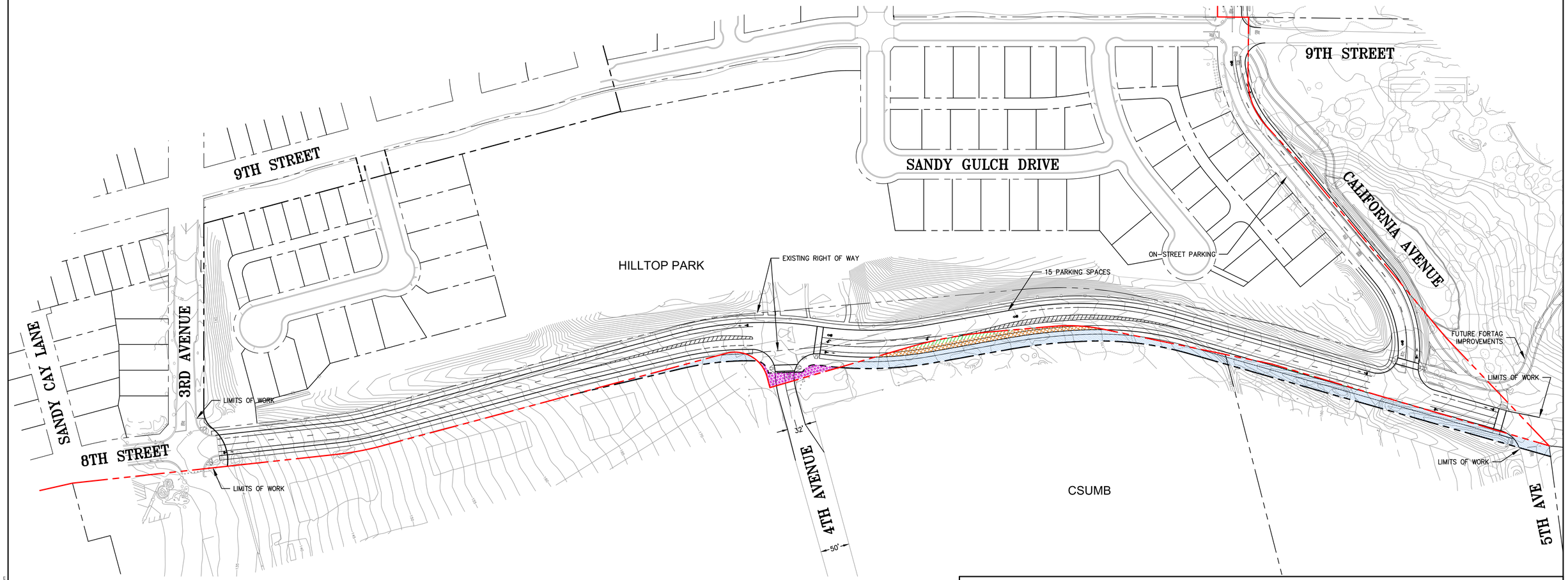
AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Bruce Delgado, Mayor

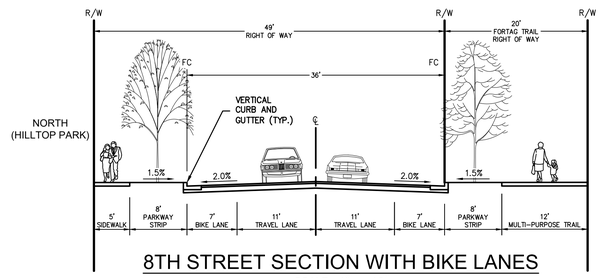
ATTEST:

_____
Anita Sharp, Deputy City Clerk

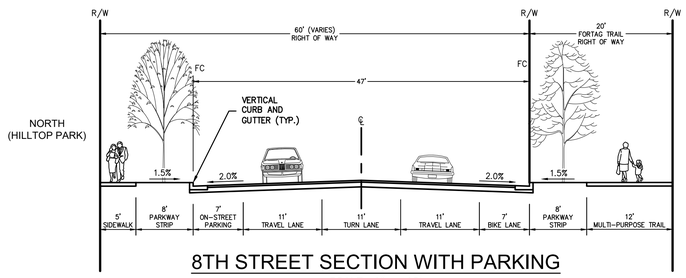
EXHIBIT A TO STAFF REPORT



8TH STREET
VERTICAL SCALE: 1" = 20'
HORIZONTAL SCALE: 1" = 100'



8TH STREET SECTION WITH BIKE LANES
SCALE: 1" = 10'



8TH STREET SECTION WITH PARKING
SCALE: 1" = 10'

LEGEND

ROAD RIGHT-OF-WAY EASEMENT	1,361 SF / 0.03 AC
TRAIL RIGHT-OF-WAY EASEMENT	24,404 SF / 0.56 AC
INTERSECTION RIGHT-OF-WAY EASEMENT	3,768 SF / 0.08 AC

\\FS2021\T Drive\Monterey Projects\3140\CAD\Exhibits\MT\Phase 2\RB-CA_8TH-RAB-ALT1.dwg hwood Aug 13, 2025 - 9:56am

PHASE 2 EAST - RIGHT-OF-WAY MAP

THE DUNES ON MONTEREY BAY

CITY OF MARINA, CALIFORNIA

80 0 80 160 240 Feet
SCALE: 1" = 80'

August 13, 2025
Project No.:3140.30

Whitson ENGINEERS
Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

EXHIBIT B TO STAFF REPORT

TLR No. [_____]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Location: Unincorporated Monterey County
Recording Fee $_____
Document Transfer Tax $ _____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
[ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

_____
Signature of declarant or agent determining tax

LD #

- SPACE ABOVE THIS LINE FOR RECORDER'S USE –

AGREEMENT AND GRANT OF EASEMENT

This Agreement and Grant of Easement is entered into by and between the Board of Trustees of The California State University, the State of California acting in its higher education capacity, on behalf of California State University, Monterey Bay, hereinafter called "Trustees", and City of Marina, a municipal corporation, hereinafter called "Grantee".

Trustees, pursuant to the provisions of Section 89048 of the California Education Code, and in consideration of the mutual promises contained herein, and the public benefit provided, hereby grant unto Grantee, its successors and assigns, an easement to excavate for, construct, reconstruct, replace (of initial or any other size), remove, inspect, operate and maintain facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, over and across that certain real property situated in the unincorporated as of the County of Monterey, State of California, described as follows:

(APN's 031-101-034)

> The parcel of land designated Parcel 5 as shown upon the Record of Survey Map filed for record in Volume 19 of Surveys at page 15 in the Monterey County Records.

The facilities and easement area are described as follows:

> Storm drain system improvements, curb, gutter, asphalt concrete pavement, street lights and electrical facilities, sidewalk, striping, traffic signs and other roadway appurtenances within the road rights-of-way as described in Exhibits "A-1 and B-1" attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantee's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said parcel of land.

DRAFT

THE PROVISIONS ON PAGES 3–4 HEREOF CONSTITUTE A PART OF THIS AGREEMENT AND GRANT OF EASEMENT.

Date _____

APPROVAL RECOMMENDED:

By _____
[_____]
[_____],
California State University, Monterey Bay

APPROVED: _____

By _____
[_____]
[_____]

APPROVED: BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

By _____
Paul Gannoe
Assistant Vice Chancellor
Capital Planning, Design & Construction

PROVIDED, this Agreement and Grant of Easement is subject to the following terms and conditions:

1. This Agreement and Grant of Easement is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.

2. Grantee agrees that any improvements or other property installed under the authority of this easement shall be constructed, altered, replaced, operated, and maintained in compliance with all applicable laws and regulations and shall be well and safely maintained by Grantee at all times while this Agreement and Grant of Easement is operative, and Grantee shall conduct all activities within the easement area in a safe, prudent, professional, and workmanlike manner and following any such activities shall leave the easement area in as near as practicable a condition that existed prior to such activities.

3. Whenever reasonably possible to do so, Grantee shall provide advance notice to California State University, Monterey Bay to the person or office and by the means specified by Trustees from time to time) prior to maintenance, cleaning and inspection activities in the easement, but such notice shall be a courtesy and not a requirement of this easement.

4. Grantee waives all claims against the State of California, Trustees, and its trustees, auxiliaries, affiliates, officers, directors, lessees, agents, employees, invitees, and volunteers (the "Indemnified Parties") for loss or damage caused by, arising out of, or in any way connected with Grantee's exercise of the rights granted under this easement, and Grantee agrees to save harmless, indemnify, and defend the Indemnified Parties from any and all loss, damage or liability which may be suffered or incurred by the Indemnified Parties caused by, arising out of, or in any way connected with any negligent act or omission or willful misconduct of Grantee or its employees or agents in its exercise of the rights hereby granted. The foregoing waiver and indemnification shall not apply to the extent that any such loss or damage is caused by the comparative negligence or willful misconduct of the Indemnified Parties.

5. Trustees reserve the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.

6. Trustees reserve the right to require Grantee, at Trustees' expense, to remove and relocate all improvements placed by Grantee upon said real property, upon determination by Trustees that the same interfere with future development of Trustees' property. Upon written notice and demand for removal and relocation of the improvements, Grantee shall remove and relocate the improvements to a feasible location on the property of Trustees. Such location must be feasible from an engineering and operating standpoint in the opinion of Grantee, and Trustees shall furnish Grantee with a good and sufficient grant of easement for the construction, installation, maintenance and operation of Grantee's improvements in such new location, on the same terms and conditions as herein stated, all without cost to Grantee, and Grantee thereupon shall reconvey to Trustees the easement herein granted.

7. This easement shall terminate in the event Grantee abandons or fails to use said easement for the purposes herein granted, for a continuous period of two (2) years. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to Trustees a quitclaim deed, to its right, title and interest hereunder, and shall, on Trustees' request, without cost to Trustees and within nine (9) months from written demand by Trustees remove all above ground improvements or other property placed by or for Grantee upon Trustees' real property and restore the premises as nearly as possible to the same condition they were in prior to the execution of this easement.

8. In making any excavation on said property of Trustees, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground and any landscaping or improvements thereon to as near the same condition as they were prior to such excavation as is practicable.

9. To the extent reasonably necessary for Grantee's use and enjoyment of the rights granted hereby, Trustees also grant to Grantee the right of ingress to and egress from the easement area over and across the lands of Trustees, by means of the roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Trustees, provided, that such right of ingress and egress shall not extend to any portion of the lands which is isolated from the easement area by any public road or highway, now crossing or hereafter crossing the lands.

10. Subject to the terms of Paragraph 2, Trustees further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation to Trustees, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

11. Trustees hereby covenant and agree not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

12. To the extent reasonably necessary for Grantee's use and enjoyment of the rights granted hereby, Trustees also grants to Grantee the right, from time to time, on a temporary basis, to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

13. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. Notwithstanding the foregoing, Grantee shall not voluntarily or by operation of law assign, transfer, license, or otherwise transfer all or any part of its rights, duties, or interests in this Agreement and Grant of Easement without Trustees' prior written consent, which may be granted or withheld in Trustee's sole discretion; provided, that Trustees' consent shall not be required for (a) assignments to any parent company, subsidiary or affiliates, under which the assignee accepts all of the obligations and liabilities hereunder, (b) assignments by operation of law in connection with any merger or consolidation of Grantee with or into a Person whether or not Grantee is the surviving or resulting Person, or (c) assignments to a purchaser of all of the outstanding equity securities of, or substantially all of the assets of, Grantee, provided, in each case, that such assignments or transfers do not result in a change of control of Grantee. Any attempt to make an assignment in violation of this provision shall be null and void.

14. This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

15. Grantee shall provide Trustees with a copy of the recorded version of this document.

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

State of California
County of _____)

On _____, before me, _____ Notary Public,
Insert name

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)
Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other _____

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

State of California
County of _____)

On _____, before me, _____ Notary Public,
Insert name

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)
Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other _____

June 11, 2026 Item No. **10h(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 16, 2026

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2026-, ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS AS SHOWN ON THE APPROVED DUNES (FORMERLY UNIVERSITY VILLAGE) IMPROVEMENT PLANS AND PARCEL MAP FOR PHASE 1B-PROMENADE, AUTHORIZING THE CITY CLERK TO RELEASE BOND SECURITIES, ACCEPT A WARRANTY BOND, AND RECORD ACCEPTANCE WITH THE MONTEREY COUNTY RECORDER'S OFFICE

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2026-, accepting the dedication of Public Improvements as shown on the approved Dunes (Formerly University Village) Improvement Plans and Parcel Map for Phase 1B-Promenade, and;
2. Authorizing the City Clerk to release bond securities, accept a warranty bond, and record acceptance with Monterey County Recorder's Office.

BACKGROUND:

At the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-127, certifying the Final Environmental Impact Report for the University Village Development Project.

At the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-128, approving the General Plan Amendments, Resolution No. 2005-130, for the Specific Plan, Resolution No. 2005-131, for the Tentative Map and Resolution No. 2005-132, Design Review for the regional retail, the Village Promenade and all residential phases for the former University Village Development Project.

At the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance.

At the regularly scheduled meeting of May 3, 2022, the City Council adopted Resolution No. 2022-52, approving an amendment to University Village Phase 1B-Promenade Tentative Map.

At the regularly scheduled meeting of March 21, 2023, the City Council adopted Resolution No. 2023-28, approving the Phase 1B-Promenade Public Improvement Agreement between the City of Marina and Shea Homes, LP. A Faithful Performance bond and a Labor and Materials bond have each been filed with the City Clerk in the amount of $2,748,297.00.

ANALYSIS:
The Improvements required by the improvement plans entitled "The Dunes on Monterey Bay Phase 1B-Promenade Improvement Plans" ("**Improvement Plans**"), and approved by the City Engineer on December 13, 2022, were completed by MCP in substantial conformance with the approved Improvement Plans for the project.

The Public Improvement Agreement states that a Guarantee and Warranty period will remain for one year after acceptance of the Improvements by the City Council.

Therefore, a request is being made by MCP to release all of the Faithful Performance bond. A new bond of 10% of the original Performance bond ($274,829.70) for public improvements in Phase 1B-Promenade will remain with the City Clerk as the Guarantee and Warranty Security for one (1) year after acceptance. Any repairs required during the Guarantee and Warranty period will be made by MCP, or the costs will be recovered from said bond. After the Warranty period, maintenance responsibilities for streetlights, sidewalks, pavement, and stormwater improvements will be covered by the City.

FISCAL IMPACT:
The fiscal impacts for maintenance of these improvements after the warranty period have been captured in the Community Facilities District, Dunes 2024-01.

CEQA Findings:
The City has determined this is not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

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

Respectfully submitted,

_____
Edrie Delos Santos, P.E.
Engineering Division
Public Works Department

REVIEWED/CONCUR:

_____
Ismael Hernandez
Public Works Director
City of Marina

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA ACCEPTING DEDICATION OF PUBLIC IMPROVEMENTS AS SHOWN ON APPROVED DUNES (FORMERLY UNIVERSITY VILLAGE) IMPROVEMENT PLANS AND PARCEL MAP FOR PHASE 1-PROMENADE, AUTHORIZING CITY CLERK TO RELEASE BOND SECURITIES, ACCEPTING A WARRANTY BOND, AND RECORD ACCEPTANCE WITH MONTEREY COUNTY RECORDER'S OFFICE

WHEREAS, at the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-127, certifying the Final Environmental Impact Report for the University Village Development Project, and;

WHEREAS, at the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-128, approving the General Plan Amendments, Resolution No. 2005-130, for the Specific Plan, Resolution No. 2005-131, for the Tentative Map and Resolution No. 2005-132, Design Review for the regional retail, the Village Promenade and all residential phases for the former University Village Development Project, and;

WHEREAS, at the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance, and;

WHEREAS, at the regularly scheduled meeting of May 3, 2022, the City Council adopted Resolution No. 2022-52, approving an amendment to University Village Phase 1B-Promenade Tentative Map, and;

WHEREAS, at the regularly scheduled meeting of March 21, 2023, the City Council adopted Resolution No. 2023-28, approving the Phase 1B-Promenade Public Improvement Agreement between the City of Marina and Shea Homes, LP. A Faithful Performance bond and a Labor and Materials bond have each been filed with the City Clerk in the amount of $2,748,297.00, and;

WHEREAS, the Improvements required by the improvement plans entitled "The Dunes on Monterey Bay Phase 1B-Promenade Improvement Plans" ("**Improvement Plans**"), and approved by the City Engineer on December 13, 2022, were completed by MCP in substantial conformance with the approved Improvement Plans for the project. The Public Improvement Agreement states that a Guarantee and Warranty period will remain for one year after acceptance of the Improvements by the City Council, and;

WHEREAS, a request is being made by MCP to release all of the Faithful Performance bond. A new bond of 10% of the original Performance bond ($274,829.70) for public improvements in Phase 1B-Promenade will remain with the City Clerk as the Guarantee and Warranty Security for one (1) year after acceptance. Any repairs required during the Guarantee and Warranty period will be made by MCP, or the costs will be recovered from said bond. After the Warranty period, maintenance responsibilities for streetlights, sidewalks, pavement, and stormwater improvements will be covered by the City, and;

WHEREAS, the fiscal impacts for maintenance of these improvements after the warranty period have been captured in the Community Facilities District, Dunes 2024-01, and;

WHEREAS, the City has determined this is not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

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

1. Accept dedication of Public Improvements as shown on the approved Dunes (Formerly University Village) Improvement Plans and Final Map for Phase 1B-Promenade;
2. Authorize the City Clerk to release Performance, and Labor and Materials bond securities;
3. Authorize the City Clerk to accept a warranty bond, and;
4. Authorize the City Clerk to record acceptance with Monterey County Recorder's Office.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 16th day of June 2026 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

EXHIBIT A TO
STAFF REPORT

PUBLIC IMPROVEMENT AGREEMENT

AGREEMENT FOR IMPROVEMENT OF STREETS, INSTALLATION OF STORM DRAINS AND OTHER PUBLIC WORKS FACILITIES
"The Dunes on Monterey Bay" Project
– Phase 1B the Promenade –

This Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities ("Agreement") is made and entered into this 14th day of June, 2023, by and between the City of Marina, herein called the "City," a municipal corporation, and Marina Community Partners, LLC, a Delaware limited liability company , a real property owner, developer or subdivider, herein called the "Developer."

WHEREAS, pursuant to the Development Agreement dated July 8, 2005, the Disposition and Development Agreement dated May 31, 2005, as amended by the Implementation Agreements, and the Quitclaim Deed dated September 21, 2006, Marina Community Partners, LLC, as the "Master Developer" is the owner of the land known as The Dunes Phase 1B; and

WHEREAS, on May 31, 2005, by Resolution 2005-130 the Master Developer received approval from the City for: (1) the University Village (now "The Dunes on Monterey Bay") Specific Plan (Resolution 2005-130); and (2) a Tentative Subdivision Map ("Tentative Map") consistent with the City's General Plan and the Specific Plan (Resolution 2005-131) subject to Conditions of Approval attached to Resolution 2005-131 including: Condition 3 requiring a subdivision improvement agreement and bonding; and Condition 18 requiring establishment of a Landscape and Lighting District ("LLD") prior to approval of the first Final Map; and

WHEREAS, the Master Developer conducted deconstruction and demolition activities affecting the Property (as defined below) under the terms of a Right of Entry Agreement from the City dated September 30, 2005; and

WHEREAS, the Marina Redevelopment Agency and the Master Developer entered into the Implementation Agreement Regarding University Village on September 6, 2006, which provided for construction of the project in three major phases, Phases 1, 2 and 3 and which further split Phase 1 into three separate sub phases termed Phase 1A, Phase 1B and Phase 1C, and established Conforming Clarification(s) to the Schedule of Performance for each sub phase; and

WHEREAS, on October 2, 2007, in Resolution 2007-229 the City approved a Final Map that included Phase 1B and a Subdivision Improvement Agreement. However, due to subsequent changes in economic conditions the Phase 1B Final Map was never recorded and a Subdivision Improvement Agreement for Phase 1B was never executed. The October 2, 2007, approval of the Phase 1B Final Map and the authority to enter into the Subdivision

Improvement Agreement, were rescinded by the adoption of Resolution 2015-16 approving a Public Improvement Agreement for Phase 1A First Phase/Residential; and

WHEREAS, following the Master Developer's invocation of an excused delay in the construction of Phase 1, Phase 2 and Phase 3 due to the impact of economic conditions on the feasibility of the project, on August 5, 2008, the Marina Redevelopment Agency and the Master Developer entered into the Second Implementation Agreement Regarding University Village to provide for the Master Developer's continued construction of the project in spite of the economic downturn and made certain changes to the Disposition and Development Agreement and to the Conforming Clarifications to the Schedule of Performance; and

WHEREAS, on August 12, 2008, in accordance with Resolution 2008-173 the City and the Master Developer entered into a Public Improvement Agreement to provide for the improvement of streets, installation of storm drains and other public works facilities for a portion of Phase 1C and 2 designated as residential in the Specific Plan (the "Initial Phase/Residential"); and

WHEREAS, on October 21, 2008, by Resolution 2008-209 the City approved an amendment to the Tentative Map affecting Phase 1B, adopting two additional Conditions of Approval to the Tentative Map and thereby changing the numbering of Condition 18 to Condition 20; and

WHEREAS, on May 18, 2010, by Resolution 2010-13(MRA) the Marina Redevelopment Agency and the City, by Resolution 2010-75, approved a modification to the Schedule of Performance; and

WHEREAS, The Master Developer remains obligated under the Disposition and Development Agreement and Development Agreement for the balance of the Project not yet conveyed to third parties; and

WHEREAS, the Conditions of Approval of the Tentative Map, as adopted by Resolution 2005-131 and as amended by Resolution 2008-209 require the establishment of a Landscape and Lighting District prior to recording of a final map; and

WHEREAS, on June 2, 2015, by Resolution 2015-01 the City approved the formation of Community Facilities District No. 2015-01 (The Dunes); and

WHEREAS, by Resolution 2015-11 the Master Developer received approval from the City for an amendment to Conditions of Approval Nos.3 and 20 (Resolution 2008-209) for the Tentative Map which provided for the establishment of a Community Facilities District in lieu of a Landscape and Lighting District and permitted the Developer to record a final map for Phase 1C First Phase/Residential prior to the establishment of the Community Facilities District but that the City shall not accept any of the infrastructure improvements or easements for Phase 1C First Phase/Residential to be maintained by the

Community Facilities District, including infrastructure improvements to be completed by the Developer, until such time as the Community Facilities District is established; and

WHEREAS, on December 9, 2021, the City approved the Site and Architectural Design Review Application (SADRA) for the Promenade, a portion Phase 1B of the Dunes on Monterey Bay Specific Plan, as shown on **Exhibit A**; and

WHEREAS, on May 3, 2022, by Resolution 2022-52, the City approved a Tentative Subdivision Map amendment for Phase 1B of the Dunes On Monterey Bay, as shown on **Exhibit B**; and

WHEREAS, the Developer will subsequently submit for approval by the City and subsequent recording with the office of the Monterey County Recorder, a final map ("Final Map") for Phase 1B; and

WHEREAS, revised improvement plans entitled "The Dunes on Monterey Bay, Phase 1B" herein the "Improvement Plans," signed by the City Engineer on _____, 2022, and incorporated herein by reference, have been submitted to the City for approval and acceptance, including certain streets constituting a portion of Phase 1B of The Dunes on Monterey Bay Project, referred to herein as Phase 1B the Promenade development area, or the "Project," located on and along 2nd Avenue, from Jetty Street to a portion of 8th Street, and the southerly end of General Stilwell Drive, herein the "Property". Improvements are to include new storm drain system, curb, gutter, asphalt concrete pavement, streetlights and electrical facilities, sidewalk, striping, traffic signs, and survey monuments, as shown on **Exhibit C**, herein the "Improvements;" and

WHEREAS, the City will not accept any of the Phase 1B public improvements to be constructed pursuant to this Agreement until all the conditions of this Agreement are satisfied in full; and

WHEREAS, the Developer requires certain utilities and public works facilities in order to service the Project under the minimum standards established by the City; and

WHEREAS, the City, by and through its City Council, has enacted certain Codes, Ordinances and Resolutions and certain Rules and Regulations have been promulgated concerning the subject matter of this Agreement; and

WHEREAS, the City has certain responsibilities for maintenance and operation of such Improvements, utilities and public service facilities after acceptance by City, and for providing the necessary connecting system, and the City has agreed to discharge those responsibilities following its acceptance of the Improvements.

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

SECTION 1

The recitals to this Agreement are hereby incorporated into the terms of this Agreement. All applicable Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America concerning the subject matter of this Agreement are hereby referred to and incorporated herein to the same effect as if they were set out a length herein. Said Codes, Ordinances, Resolutions, Rules and Regulations include, but are not limited to, the following: The Municipal Code of the City of Marina, including the current Zoning Ordinance, and the currently adopted California Building Code.

SECTION 2

The Developer agrees:

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

b. To annex the Property to Community Facilities District No.2015-01 to provide for the imposition of special assessments on the Property providing funding for the maintenance of the Improvements to be constructed by the Developer pursuant to this Agreement in a timely manner in order to ensure that the annexation to the Community Facilities District is accomplished prior to the sale or conveyance of any portion of the Property.

c. To grant to the City or other entities entitled thereto, from property owned by the Developer, without charge and free and clear of monetary liens and encumbrances, any and all public, private, utility, drainage, construction or access easements and rights of way (herein "easements") in and to the Property necessary for the City, in order that the storm drain and street improvements to said real property may be extended; however, City shall not be obligated to accept any such easement, right-of-way or improvements thereon prior to the annexation of the Property to the Community Facilities District. At no cost to the Developer, City and Developer will work cooperatively with the owners of other real property to acquire all easements necessary to construct the Improvements. At no cost to the City, City agrees to support Developer in acquisition of easements necessary to construct the Improvements and to accept said easements upon execution of easement grant deeds to the City by grantors, subject to the condition set forth above regarding the annexation to the Community Facilities District. City also agrees to issue Developer and/or Developer's contractors encroachment permits necessary to accomplish said work.

Prior to acceptance of the Improvements by the City, to indemnify, defend with counsel of City's choice and hold the City and any of its officials, boards and commissions and members thereof, agents and employees, free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including

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

d. To construct and improve all public works facilities and other improvements described on the Engineer's Estimate referenced in Section 3 of this agreement and the Improvement Plans submitted to the City in furtherance of this Agreement on file with the City. All construction and improvements shall be completed in accordance with all standards established in the applicable Codes, Ordinances, Resolutions, Rules and Regulations, all applicable laws and this Agreement, and in accordance with the grades, plans, and specifications approved by the City Engineer or his or her designee. Developer shall furnish two good and sufficient bonds, in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the City's public Improvements, guaranteeing Developer's performance of this Agreement: (1) a Payment Bond on a form provided by the City; and (2) a Faithful Performance Bond, both of which must be secured from a surety company admitted to do business in California. Each bond shall set forth a time period for performance by the contractor of its obligations and the terms and conditions on which the City may obtain the proceeds of the bond. Alternatively, the Developer may provide a cash deposit in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the City's public Improvements to guarantee Developer's performance of this Agreement.

The Faithful Performance Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the City's public Improvements described in this agreement, and shall secure payment to City of any loss due to the default of the Developer or its contractors or their inability or refusal to perform this contract, and to guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished. The performance bond shall by its terms remain in full force and effect for a period of not less than one year after completion of the Improvements by Developer and acceptance of the Improvements by the City, provided that Developer may substitute for the performance bond securing the warranty described above with a separate warranty bond issued by an admitted surety in the amount of ten percent (10%) of the total contract price of the Improvements (provided that amount of said bond shall not be less than One Thousand Dollars ($1,000) to cover the one-year warranty period. Government Code §66499.7, and as it may hereafter be amended, extended, or otherwise modified, shall apply to a request by Developer for release, in whole or in part, of the Faithful Performance Bond.

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

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

e. At all times during the term of this Agreement and until the City's public Improvements constructed by Developer are accepted by City, Developer shall, at no cost to City obtain and maintain (a) a policy of general liability and property damage insurance in the

minimum amount of Two Million Dollars ($2,000,000), combined single limit for both bodily injury and property damage; (b) workers' compensation insurance as required by law; and (c) broad form "Builder's Risk" property damage insurance limits of not less than 100% of the estimated value of the City's public Improvements to be constructed by Developer pursuant to this Agreement (Builders Risk Insurance is not required when only mass grading and roadway-related improvements consisting of no structures are to be constructed).

All such policies shall provide that thirty (30) days written notice must be given in advance to City prior to termination, cancellation or modification. The insurance specified in (a) above shall name City as additional insured and the insurance (b) shall name the City as a loss payee, and (c) shall provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Developer or Developer's contractors or their respective employees. Developer hereby waives, and Developer shall cause each of its contractors and subcontractors to waive, all rights to recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an occurrence basis and not on a claims made basis and shall be issued by insurance companies acceptable to City. Prior to commencing any work pursuant this Agreement, Developer shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained.

f. Not to offer for dedication to and acceptance by the City any of the public improvements constructed by Developer and located on the Property until such time as the Property is annexed to the Community Facilities District.

g. Not to convey, transfer, assign, or sell in one transaction or a series of transactions, subsequent to recordation of the Final Map for Phase 1B – the Promenade and prior to the annexation to the Community Facilities District, any portion or interest of the Developer in the Property or the Project. Notwithstanding the foregoing, Developer may transfer, assign or sell in one transaction or a series of transactions all or any portion or interest of the Developer in the Property or the Project with consent of the City, such consent not to be unreasonably delayed, conditioned or withheld, to any entity which controls, is controlled by or is under common control with the Developer or the Master Developer, provided that said assignee assumes, in full, the obligations of Developer under this Agreement.

SECTION 3

An estimate of the cost for construction of the City's public Improvements and performing land development work in connection with the public Improvements according to the Improvement Plans has been made and has been approved by the City Engineer or his or her designee. That estimated amount is Two Million Seven Hundred and Forty-

Eight Thousand Two Hundred Ninety Seven Dollars ($2,748,297). The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this Agreement by reference.

SECTION 4

Developer will commence substantial construction of the Improvements required by this Agreement within the time period set forth in the Conforming Clarifications to the Schedule of Performance ("Schedule of Performance") between City and Master Developer, as the Schedule of Performance may be subsequently amended. All the provisions of this Agreement and all work to be done pursuant to the terms of this Agreement are to be completed within the time periods set forth in such Schedule of Performance. Developer shall maintain such public works facilities and other improvements described in this Agreement at Developer's sole cost and expense at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property. City shall accept the Improvements no later than six (6) months after such time as the Improvements are (i) completed to the satisfaction of the City Engineer, (ii) the annexation to the CFD is completed and (iii) the City is in receipt of funds from the CFD to maintain the Improvements.

SECTION 5

a) Default of Developer shall include, but not be limited to: (1) failure to timely commence construction of the Improvements; (2) failure to timely complete construction of the Improvements; (3) failure to timely commence and complete the annexation of the Property to the Community Facilities District; (4) failure to timely cure any defect of the Improvements; (5) failure to perform substantial construction work for a period of sixty calendar days after commencement of the work; (6) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Developer fails to discharge within thirty days; (7) commencement of a foreclosure action against the project or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or (8) failure to perform any other obligation under this Agreement. Notwithstanding the foregoing, Developer shall not be in default under this Agreement if it cures any default within thirty days' notice of such default, or if the default may not reasonably be curing within such time period, if it commences to cure within thirty days and thereafter diligently proceeds to complete the cure.

b) City reserves to itself all remedies available to it at law or in equity for breach of Developer's obligations under this Agreement. City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate City's damages in the event of default by the Developer. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the

actual cost of construction or installation of the Improvements and, therefore, City's damages for Developer's default shall not exceed the cost of completing the Improvements. The sums provided by the security for the Improvements may be used by City for the completion of the Improvements in accordance with the Improvement Plans referenced herein.

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

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

SECTION 6

That the following General Stipulations and any attached stipulations shall be completed, subject to the approval of the City Engineer.

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 City Engineer or his or her designee.

4. All construction work shall be coordinated so that the existing residents and/or businesses have access to their properties.

5. All improvements shall be installed per the approved Improvement Plans.

6. The Developer shall provide to the City of Marina electronic copy of the "As Built" Improvement Plans as an AutoCAD drawing file (DWG format, AutoCAD 2002 minimum or latest version).

7. Any reimbursements due the Developer, unless specified otherwise in writing in this agreement, will expire ten (10) years after the date of execution of this agreement.

8. Until the roads on the Property are open to the public, Developer shall give good and adequate warning to the public of each and every dangerous condition on the existing public roads, and will take all reasonable actions to protect the public from such dangerous condition.

SECTION 7

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law. Developer shall make a deposit for inspection services as required by City of Marina's Municipal Code (Ordinance No. 2018-03) as may be updated from time to time. At any time the City's costs associated with inspection services for the project exceed the deposit amount(s) provided, Developer shall deposit additional funds with the City within 30 days of a request made in writing by the City to the Developer. The City will provide Developer with quarterly statements of actual costs paid for inspection services and a final statement of costs as well as a refund of unused funds (if any) will be provided within 30 days of final acceptance of the public Improvements by the City, or as otherwise agreed to by the parties in writing.

SECTION 8

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

SECTION 9

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

SECTION 10

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

SECTION 11

Acceptance of the work, or any portion of the work on behalf of the City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all Improvements and only after the annexation of the Property to the Community Facilities District. Such acceptance shall not constitute a waiver of defects by City.

SECTION 12

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

SECTION 13

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

SECTION 14

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

SECTION 15

Time is of the essence of this Agreement.

SECTION 16

This Agreement, the Conditions, the Disposition and Development Agreement as amended by the Implementation Agreements, the Agreement for Improvement of Streets,

Installation of Storm Drains and Other Public Works Facilities "The Dunes on Monterey Bay' Project A Portion of Phase 1C – First Phase Residential, the Agreement Forming Community Facilities District No. 2015-01, and the Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities "The Dunes on Monterey Bay, Phase 1B the Promenade" constitute the entire agreement of the parties with respect to the subject matter. All modifications, amendments or waivers of the terms of this Agreement must be in writing and signed by an authorized representative of the parties.

SECTION 17

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

.

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

ATTEST:

Anita Sharp, Deputy City Clerk

CITY OF MARINA

6-14-23

Layne Long
City Manager

APPROVED AS TO FORM:

Heidi A. Quinn

City Attorney

IN WITNESS WHEREOF Developer has executed this agreement as of Dec 9, 2022

MARINA COMMUNITY PARTNERS, LLC, a Delaware limited liability company.

BY: SHEA HOMES LIMITED PARTNERSHIP, a California Limited Partnership

It's: Sole Partner

By: _____

It's: DONALD A. HEER AUTHORIZED AGENT

By: _____

It's: STEVE LUCAS AUTHORIZED AGENT

EXHIBIT A

City of Marina

City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831- 884-1278; FAX 831- 384-9148
www.cityofmarina.org

December 9, 2021

VIA ELECTRONIC MAIL ONLY
Don.Hofer@sheahomes.com
Doug.Yount@sheahomes.com
Marina Community Partners
Shea Homes – Northern California

Subject: Administrative Approval for the Dunes on Monterey Bay, Promenade Project SADRA

Please be advised that the Site and Architectural Design Review Application (SADRA) for the Promenade, a portion Phase 1B of the Dunes on Monterey Bay Specific Plan (the Project), submitted on July 19, 2021 is approved, subject to the Findings of Fact and the Conditions of Approval described below.

FINDINGS

1. The design of the project is generally consistent with the policies, programs and development standards of the University Villages (the Dunes on Monterey Bay) Specific Plan as amended, the Development Agreement, Settlement Agreement, Operating Agreement Clarifying and Modifying Certain Project Approvals for the Specific Plan for the Dunes on Monterey Bay, and the City of Marina Zoning Ordinance, as applicable.

2. As conditioned, the Project is designed and will be constructed and maintained so located, that the project, as conditioned, will not:

   a) Be unsightly, undesirable or obnoxious in appearance to the extent that it will hinder the orderly and harmonious development of the City because the project will replace previous military land uses with upscale mixed-used development that provides a variety of housing opportunities, and goods and services for residents and visitors.

   b) Impair the desirability of tenancy or investment or occupation in the City because the proposed project will provide a new development and improvements that benefit both visitors and residents.

   c) Limit the opportunity to obtain the optimum use and value of the land and improvements because the project will help increase the number jobs in Marina while providing necessary services to the residents and visitors to Marina.

   d) Otherwise adversely affect the general welfare of the community because the project will have an overall positive effect on the general welfare of the community.

CONDITIONS

1. Prior to the submittal of any application for grading or building permits:

   a) Adjustments to the boundaries and acreage on file with the City are permitted without necessitating a Specific Plan Amendment, provided the total gross acreage of the development area does not change by more than 10% increase or decrease in of the original gross acreage approved under the Specific Plan. The Applicant shall provide a revision to Land Use Summary Table 5.1 of the Specific Plan summary of acreage, including open space, and dwelling units that have been adjusted to assure compliance with Chapter 5.6 of the Specific Plan to ensure the percentage of change is acceptable

   b) The Applicant shall provide a summary of dwelling units in each phase of the Specific Plan that have been adjusted to ensure the permitted number of dwelling units and density per acre is not exceeded.

   c) The Applicant shall provide a summary of open space within each phase of the Specific Plan to ensure that the minimum amount of developed parkland is consistent with the Specific Plan and the additional standard of 0.2 acres for every 40 dwelling units is maintained.

   d) A 'SimTraffic' analysis shall be provided to the City Engineer for the 2nd Avenue corridor between 8th Street and Imjin Parkway to evaluate the operations of traffic flow with the proposed development and the intersection controls described below.

      i. Unless proven otherwise by the traffic analysis, the intersection of 11th St/2nd Ave shall be Right-in, Right-out (RIRO) only. This intersection is too close to the 10th St and GSW Drive intersections for additional signal access. The left turn pockets at GSW Drive and 10th St are back-to-back and shortening these turn pockets is not recommended and may result in left-turn queues overflowing into the through lanes, resulting in grid lock on the road network in the area.

      ii. Unless proven otherwise by the traffic analysis, the proposed access street driveway between 9th Street and 10th Street shall be RIRO only.

      iii. The intersection of 10th St/2nd Ave shall be signalized with full movements allowed.

      iv. The current all-way-stop control at 9th St/2nd Ave may be a bottleneck for the north-south movements along 2nd Avenue. Evaluate the traffic impacts from existing and proposed development for possible traffic improvements for the intersection.

      v. Signal interconnect or a signal adaptive system shall be installed along the 2nd Avenue corridor between 8th street and Imjin Parkway to accommodate progression of vehicle movement along the corridor. The short block spacing and signalization will result in congestion if signals are not operating efficiently.

2. Prior to any grading or other site modifications:

   a) Civil Improvement Plans and Sections C.1.1 through C.3.3 shall be revised to reflect modified road alignments, sidewalks and trails including such improvements within the Linear Park, and other open space elements, building pads and parking areas within the Promenade area.

   b) The Site Plan for the Promenade shall be revised to incorporate the realignment of the northerly access drive and parking spaces as proposed by the Applicant, together with location of transit stops. The revised plan shall be accompanied by an analysis of traffic flow, parking and queuing capacity at 2nd Avenue during AM/PM peak hours.

   c) Driveway entrances, emergency access improvements and parking lot radius within the development shall be designed to the satisfaction of the Marina Fire Department.

   d) Detailed plans shall be provided for the linear park and the multi-purpose trail along 8th street from the Village Square to 1st Avenue. Details shall include landscaping, the location of street furniture, public artwork, sculpture garden, other features and trail improvements within the linear park and along 8th Street.

3. Prior to the issuance of building permits:

   a) The Applicant shall provide detailed plans for all common areas depicted on SP-1 of the plans dated 7.16.21. The plans shall include location and specifications of artwork, sculpture and commemorative features as required by the Specific Plan. Windbreaks shall be incorporated wherever possible. Maintenance of these features shall be the responsibility of the Community Facilities District. In addition to the features described above, the following shall be incorporated into the detailed plans:

      The Village Square public space shall at a minimum, features that will encourage people to gather and incorporate fire pits, tables, chairs, passive sitting areas, outdoor performance areas, vertical elements, artwork and sculptures, game playing, dog clean-up facilities, electrical outlets in locations appropriate for small entertainment, decorative flatwork elements and lawn space.

      i. The Linear Park public space extending south from the Village Square shall at a minimum include a sidewalk, passive sitting areas, dog clean-up facilities, Publically accessible restrooms shall be provided within one of the commercial buildings surrounding the Village Square. The restrooms will be directly accessible from public areas and open during normal business hours of the adjacent commercial businesses.

   b) Detailed Lighting and Landscape plans shall be submitted for the Promenade that comply with the requirements of the Specific Plan (which exclude palm trees). Lighting and illumination plans shall include photometric contours.

c) The Applicant shall submit a Master Sign Program for The Dunes at Monterey Bay Specific Plan project area. At a minimum, the Program shall encompass and address permanent specific plan community identification (i.e. community entry monument/feature signs and general design criteria such as a logo, font, sign shapes, colors, etc.), sign standards and potential location criteria for future temporary signage, and conceptual permanent signage standards for future individual developments (residential, commercial, institutional, etc. including quantity, general location(s), sign type(s), and aesthetics (color, font, logos, etc.).

4. Prior to building occupancy:

a) All landscaping, irrigation and lighting in the Promenade area adjacent to building structures shall be installed, inspected and approved prior to building occupancy.

b) Entry monumentation, street signs and wayfinding signs shall be installed in and around the Promenade.

c) All street furniture, sidewalks, trail elements, decorative flatwork and other amenities adjacent to building structures shall be installed and functional prior to building occupancy.

Please contact me at 831-884-1238 or by email at chopper@cityofmarina.org if you have any questions or need any additional information.

Respectfully,

Christy Hopper
Planning Services Manager
City of Marina

e: Layne Long, City Manager
Matt Mogensen, Assistant City Manager
Brian McMinn, Public Works Director
Edrie De Los Santos, CSG
Steve Flint, RGS
File

EXHIBIT B

RESOLUTION NO. 2022-52

THE CITY COUNCIL OF THE CITY OF MARINA HEREBY APPROVES THE TENTATIVE MAP AMENDMENT TO THE DUNES ON MONTEREY BAY (FORMERLY UNIVERSITY VILLAGES) PHASE 1B-PROMENADE TENTATIVE MAP (EIR SCH NO. 2004091167).

WHEREAS, at the regular meeting of May 31, 2005, City Council adopted Resolution No. 2005-127, certifying the Environmental Impact Report for the University Village Development Project, Resolution No. 2005-130, approving the University Village Specific Plan, Resolution No. 2005-131, approving the University Village Tentative Map and Resolution No. 2005-132, approving Sign Program for Regional Retail, Village promenade, Site Plans, Landscaping Plans, Lighting Plans and Building Elevations for Residential Units; and,

WHEREAS, at the regular meeting of October 2, 2007, the City Council adopted Resolution No. 2007-229, approving Phase 1C Final Map for The Dunes Development Project Subdivision (formerly University Village) and approving Subdivision Improvement Agreement between City of Marina and Marina Community Partners, LLC, (MCP); and,

WHEREAS, at the regular meeting of the Planning Commission on October 9, 2008, the Planning Commission reviewed and recommended that City Council open a public hearing and certify and Addendum to the Environmental Impact Report (EIR SCH No. 2004091167) originally approved by Council on May 31, 2005, approve an amended tentative map (Resolution No. 2008-27), and approve a revised site plan for the Dunes Phase 1B, subject to conditions; and,

WHEREAS, at the regular meeting of October 21, 2008, the City Council adopted Resolution No. 2008-209, certifying an addendum to the Environmental Impact Report EIR SCH No. 2004091167, approving an amended tentative map and conditions of approval, revised site plan for the Dunes Phase 1B and revised Project and Tenant Sign Criteria, subject to conditions; and,

WHEREAS, at the regular meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140 approving an Operating Agreement for the Dunes on Monterey Bay, including but not limited to, the Specific Plan, Development Agreement, the Schedule of Performance, and the 2019 project pro formas; and,

WHEREAS, as part of the approved Schedule of Performance, MCP is responsible for the construction of approximately 27,285 sq. ft of commercial pads, which the parcels are included in this amended Tentative Map; and,

WHEREAS, Marina Community Partners (MCP) proposes amendments to the previously approved Tentative Map for Phase 1B area of the Dunes on Monterey Bay (formerly University Villages). The request changes from the approved amended 2008 Tentative Map are as follows:

1. Remainder Parcel – Individual Lot Lines and Right of Way for the Linear Park Street have been incorporated into the overall site plan.
2. Remainder Parcel – Parcels have been added to create individual lot for residential buildings.
3. Property Lines – The property lines shown in the amended Tentative Map have been refined to adjust to the current design site plan for the commercial, retail, live-work and residential units.

4. Parcels – Parcels have been adjusted and added for private streets, open space area to assist with the amended Commercial Association, which will be annexed into the existing CAM.
5. Grading – The project grading concept has not substantially changed. The current grading has been refined to fit the current layout of the new site plan.
6. Street Sections – Street sections have been adjusted to reflect existing road conditions built on the site. All sections are consistent with the Specific Plan.
7. Right of Way entry to the town square from the south is realigned and narrowed to promote a more friendly pedestrian access between all the retail centers for the project.

WHEREAS, the City of Marina Planning Division determined the project is consistent with the Environmental Impact Report (SCH No.2004091167) certified for the University Villages Specific Plan and no new environmental impacts will occur and the City Council will take action on the final CEQA determination; and,

WHEREAS, at a public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, said Planning Commission did affirm the findings regarding the referenced case, and further, did recommend that the City Council approve the Amended Tentative Map, subject to conditions; and,

WHEREAS, at a public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, the City Council did affirm the findings regarding the referenced case, and further, did find the following facts to justify approval of the Amended Tentative Map, subject to conditions, as follows:

1. The proposed amended map proposes no changes to the adopted Specific Plan for the project and is consistent with the City of Marina General Plan and University Villages Specific Plan in that this proposal consolidates land uses so as to avoid urban sprawl by making efficient use of lands designated for residential uses.
2. The design or improvement of the proposed subdivision is consistent with the City of Marina General Plan and University Villages Specific Plan in that the proposed amended tentative map will implement the Specific Plan which allows for the creation of a unique fully integrated community of diverse housing types, infrastructure and recreational facilities.
3. The site remains physically suitable for development in that the proposed grading plan will allow for the general retention of the natural topography of the site, with limited need for retaining walls.
4. The site remains physically suitable for the proposed density of development in that the proposal is consistent with the General Plan commercial floor area ratio (FAR) and residential densities.
5. The design of the subdivision or the proposed amended improvements are not likely to cause substantial environmental damage nor substantially injure fish or wildlife or their habitat in that a biology report was prepared as part of the Environmental Impact Report in accordance with the California Environmental Quality Act and appropriate mitigations will be imposed.

6. The design of the amended subdivision or type of improvements are not likely to cause serious public health problems in that an Environmental Impact Report was prepared in accordance with the California Environmental Quality Report and findings were made that public health problems will be a less than significant impact with the implementation of appropriate mitigation measures.
7. The proposed amended tentative map does not contemplate or propose substantial changes in the prior project modifications, which will or would require major revisions of EIR No. 2004091167, due to the involvement of new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the EIR above. Rather, the proposed modification concerns a change in, and construction related to, the approved uses within a specific area of The Dunes on Monterey Bay, which specific area is approved for retails, commercial and residential mixed use.

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

1. Find the Project exempt from the California Environmental Act (CEQA) pursuant to State CEQA Guidelines Section 15183; and,
2. Approving the Phase 1B Tentative Map Amendment, subject to finds and conditions of approval.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 3rd day of May 2022, by the following vote:

AYES, COUNCIL MEMBERS: Medina Dirksen, Burnett, Berkley, Biala, Delgado
NOES, COUNCIL MEMBERS: None
ABSENT, COUNCIL MEMBERS: None
ABSTAIN, COUNCIL MEMBERS: None

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

EXHIBIT B

AMENDED TENTATIVE MAP

FOR CONDOMINIUM PURPOSES

UNIVERSITY VILLAGES - PHASE 1B

MARINA, CALIFORNIA

PROJECT DESCRIPTION

UNIVERSITY VILLAGES SPECIFIC PLAN IS A 237.6 ACRE RESIDENTIAL AND MIXED-USE PROJECT. THE PROGRAMME IS A 154 ACRE EXPANSION OF THE UNIVERSITY VILLAGES PROJECT AND INCLUDES RESIDENTIAL USE, COMMERCIAL USE, SCHOOLS, PARKS, TRAILHEADS, AND VILLAGE SQUARE.

SHEET INDEX

1 TM01 TITLE SHEET
2 TM02 EXISTING CONDITIONS & DEMOLITION PLAN
3 TM03 EXISTING CONDITIONS & DEMOLITION PLAN
4 TM04 BOUNDARY MAP DETAIL
5 TM05 LOTS & PARCELS
6 TM06 PROPOSED PUBLIC RIGHT OF WAY & EASEMENTS
7 TM07 STREET SECTIONS (PROPOSED PUBLIC RIGHT OF WAY)
8 TM08 GRADING AND DRAINAGE PLAN
9 TM09 GRADING AND DRAINAGE PLAN
10 TM10 GRADING SECTIONS
11 TM11 UTILITY PLAN
12 TM12 UTILITY PLAN

LOT SUMMARY

USE	LOTS	ACREAGE
RESIDENTIAL	LOTS 2-5, 8, 10, 14-16, 21-26, 31-39	4.84
CONDOMINIUM	LOTS 6, 9, 11-13, 18, 20	3.34
PUBLIC STREETS	LOTS 7, 28, 30, 32	2.18
PRIVATE STREET/DRIVE AISLE	LOTS 1, 27, 29, 31, 36	2.19
OPEN SPACE	LOTS 18	0.69
TOTAL		13.24

LOT 18 TO BE DEDICATED TO THE CITY OF MARINA FOR PUBLIC SCHOOL PURPOSES

RESIDENTIAL CONDOMINIUM UNIT SUMMARY

TYPE	LOTS	UNITS
LANDMARK	LOTS 6, 16, 14, 21	13
FLATS	LOTS 3-5, 15, 16, 23-25	23
TOWNHOMES	LOTS 33, 34, 35	18
TOTAL		84

NOTE: LOT 17 NOT USED

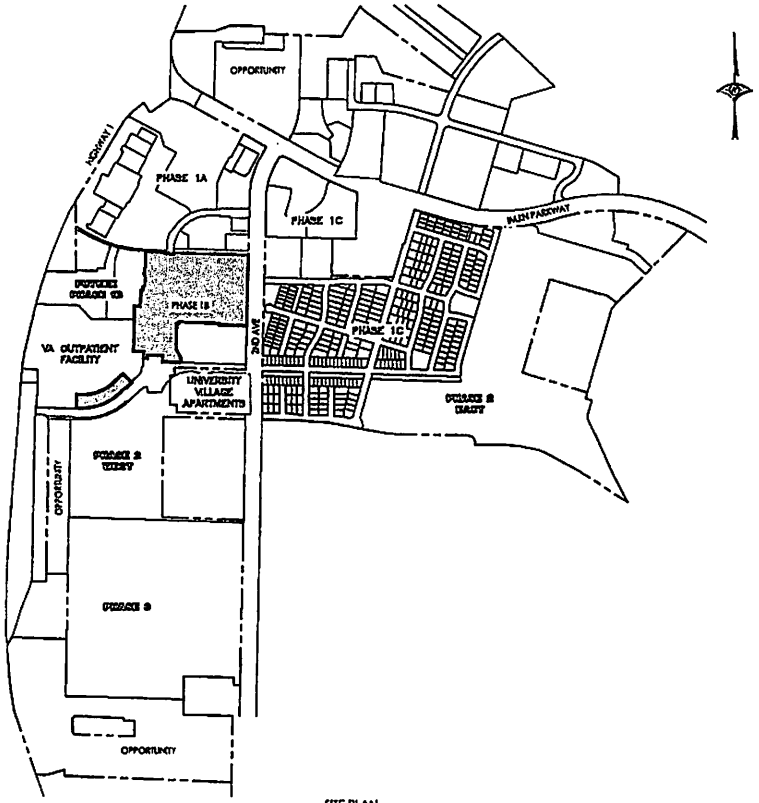
LEGEND

PROPOSED / EXISTING

- STORM DRAIN
- SEWER LINE
- WATER LINE
- RECYCLED WATER
- STORM DRAIN INLET
- STORM DRAIN MANHOLE
- SEWER MANHOLE
- FIRE HYDRANT
- WATER SERVICE
- FIRE SERVICE
- SEWER SERVICE
- PROJECT BOUNDARY
- EASEMENT
- ACCESS EASEMENT
- CURB AND GUTTER TO BE REMOVED WITH 3" MIN OVERLAY
- PAVEMENT TO BE REMOVED (TYP)
- BUILDING OVERHANG
- HARDSCAPE
- TAZON ENCLOSURE
- STREET LIGHT
- CHASE ELEVATION
- SLOPE
- SWALE

ABBREVIATIONS

AU ACCESSIBLE UNIT
CONC CONCRETE
EASEMENT
EVAE EMERGENCY VEHICLE ACCESS EASEMENT
FACE OF CURB
FF FINISHED FLOOR
FH FIRE HYDRANT
LANDSCAPE
MCWD MARINA COAST WATER DISTRICT
PUE PUBLIC UTILITY EASEMENT
RW RECYCLED WATER
SD STORM DRAIN
SSE SANITARY SEWER EASEMENT
SW SANITARY SEWER
SW SIDEWALK
TOC TOP OF CURB
TOL TOP OF VALLEY GUTTER
TOP TOP OF PLANTER CURB
W WATER



SITE PLAN
SCALE: 1"=400'

VICINITY MAP
NTS

GENERAL NOTES

1. OWNER/DEVELOPER/SUBDIVIDER: MARINA COMMUNITY PARTNERS, LLC
2. CIVIL ENGINEER: WOOD RODGERS, INC. 4670 WILLOW RD, SUITE 125 PLEASANTON, CA 94588
3. CONDOMINIUM ENGINEER: BOHLKEN STEVENS & ASSOCIATES 3001 KERNER BLVD PLEASANTON, CA 94559
4. UTILITY CONSULTANT: ENGINEERING DESIGN SCIENCES, INC. 2825 CROW CANYON PLACE SAN RAMON, CA 94583
5. LANDSCAPE ARCHITECT: CA COLLABORATIVE 160 ADMIRAL HEIMANN SAN CLEMENTE, CA 92672
6. ASSESSOR'S PARCEL NUMBERS: 031-303-029 THROUGH 43, 031-303-047, LOTS 8-10 & 24, AND THE REMAINDER OF PARCEL 031-303-039
7. SITE AREA: 13.4 +/- ACRES
8. GENERAL PLAN DESIGNATION: NEIGHBORHOOD DISTRICT - UNIVERSITY VILLAGE
9. CURRENT LAND USE: VACANT AND UNIMPROVED, CURRENTLY USED BY TEMPORARY CONSTRUCTION TRAILERS FOR THE CONDO PROJECT
10. CURRENT ZONING: MULTIPLE USE UNDER THE UNIVERSITY VILLAGE SPECIFIC PLAN (UVSP)
11. PROPOSED LAND USE: CONDOMINIUM, RESIDENTIAL, AND PARKS OR PUBLIC OPEN SPACES.
12. UTILITIES:
    - SANITARY SEWER/POTABLE WATER/RECYCLED WATER: MARINA COAST WATER DISTRICT 11 RESERVATION ROAD MARINA, CA 93933
    - STORM DRAIN: SPECIAL DISTRICT
    - GAS & ELECTRIC: PACIFIC GAS & ELECTRIC 499 WEBB STREET MARINA, CA 93901
    - TELEPHONE: AT&T 2180 CALIFORNIA AVE STE B SAND CITY, CA 93955
    - CABLE COMPANY: COMCAST CABLE 3488 RESERVATION RD MONTEREY, CA 93940
    - FIRE: MARINA FIRE DEPARTMENT 211 HILLCREST MARINA, CA 93933
13. THE PROPOSED GRADING AS SHOWN IS PRELIMINARY AND IS SUBJECT TO FINAL DESIGN.
14. ALL GRADING SHALL BE DONE IN CONFORMANCE WITH THE RECOMMENDATIONS AND CONDITIONS OF THE GEOTECHNICAL ENGINEERING REPORT FOR THE BALANCE OF PHASE 1 OF UNIVERSITY VILLAGES, PREPARED BY BOHLKEN STEVENS & ASSOCIATES DATED FEBRUARY 21, 2020 AND SUPPLEMENTAL LETTER DATED OCTOBER 14, 2021.
15. UTILITY LOCATIONS, STREET GRADES, AND LOT DIMENSIONS ARE PRELIMINARY AND ARE SUBJECT TO FINAL ENGINEERING DESIGN AND FIELD FIXING.
16. FINAL MAPS MAY BE FILED IN MULTIPLE PHASES.
17. APPROVAL OF THIS TENTATIVE MAP ALLOWS FOR FURTHER SUBDIVISION AND CONDOMINIUM LINES AS PROVIDED IN SECTION 66424 AND 66427 OF THE SUBDIVISION MAP ACT.
18. ALL EXISTING EASEMENTS AS SHOWN ON THESE PLANS ARE TO REMAIN UNLESS CONCRETE NOTED. NEW EASEMENTS SHALL BE DEDICATED TO THE APPROPRIATE AGENCIES. PEDESTRIAN ACCESS AND EMERGENCY ACCESS EASEMENTS WILL BE REQUIRED WITHIN PUBLIC RIGHT-OF-WAYS.
19. TOPOGRAPHY SHOWN IS BASED ON AN AERIAL SURVEY BY WESTON ENGINEERS, FLOWN IN DECEMBER 2018. ELEVATIONS ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) WITH TIES TO NATIONAL GEODETIC SURVEY CONTROL STATIONS GS7219 AND GS7135.
20. REIMBURSABLE UTILITY COSTS TO BE ADDRESSED AS PART OF THE UNIVERSITY DEVELOPMENT AGREEMENT.
21. FINAL ENGINEERING DESIGN MAY REQUIRE CHANGES TO THE LOCATION OF INFRASTRUCTURE AND DRAINAGE FACILITIES.
22. ALL SIZES, AREAS, VOLUMES, LOCATIONS AND DISTANCES CONFIRMED HEREON ARE ONLY APPROXIMATE AND ARE NOT INTENDED, NOR SHOULD THEY BE ACCEPTED AS EXACT MEASUREMENTS

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
4670 WILLOW ROAD, SUITE 125, PLEASANTON, CA 94588
PH: 925.847.1899 FAX: 925.847.1893

BOARDS / AGENCIES	DATE	SUBMITTAL
CITY	11/2021	1ST SUBMITTAL
MCWD	11/2021	1ST SUBMITTAL
CITY	12/2021	2ND SUBMITTAL
MCWD	12/2021	2ND SUBMITTAL
CITY	1/2022	3RD SUBMITTAL
MCWD	1/2022	3RD SUBMITTAL

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 1B
TITLE SHEET
MARINA, CALIFORNIA

SCALE: N/A
DRAWN: GR
JOB No.:3088.015

SHEET
TM01
1 OF 12

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 1B

EXISTING CONDITIONS & DEMOLITION PLAN

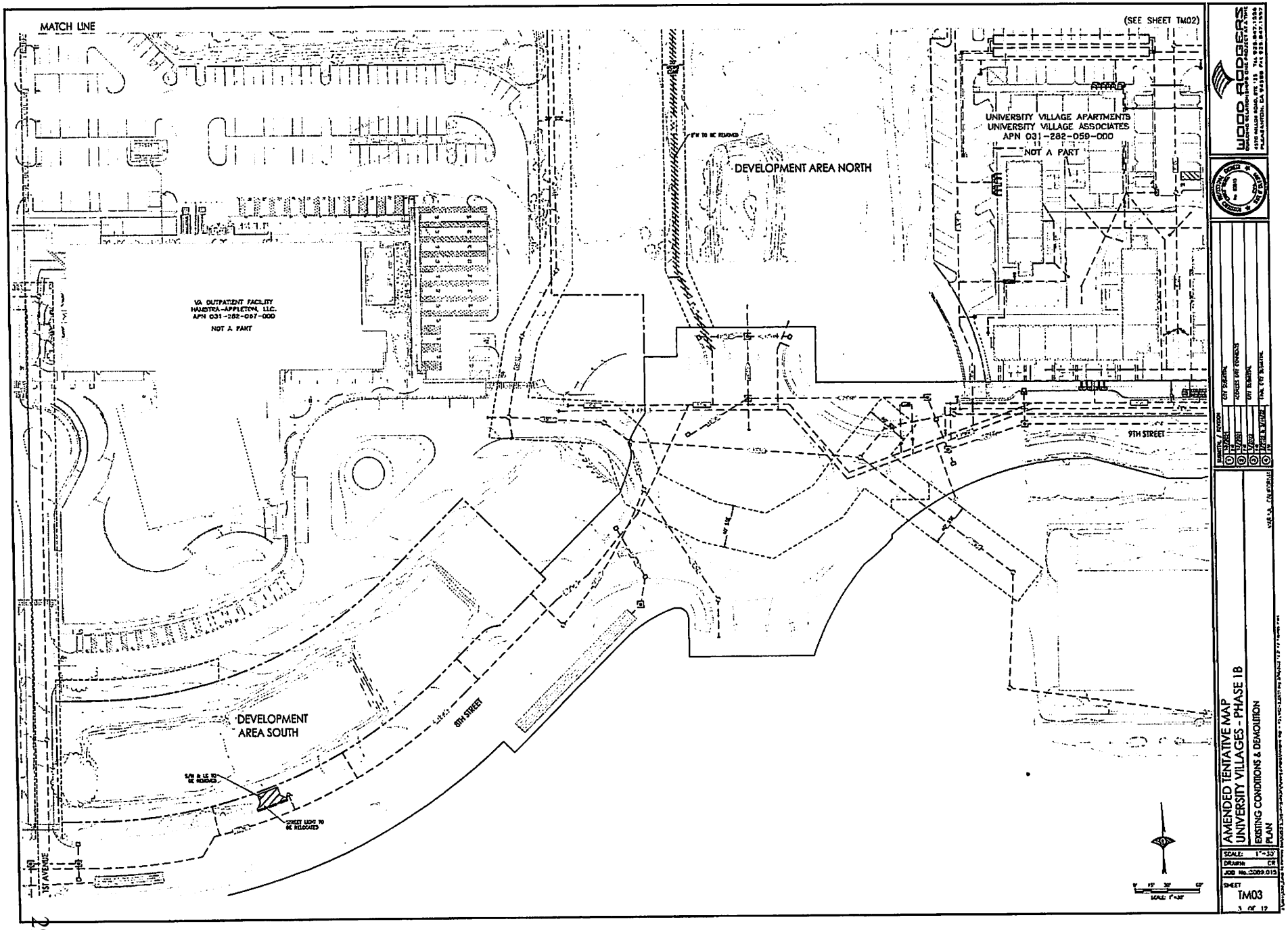
SHEET TM02
2 OF 13

SCALE: 1"=30'
DRAWN: CS
JOB No.3288.01B

SUBMITTAL / REVISION	
1	12/2021 CITY SUBMITTAL
2	3/2021 AGENCY CITY COMMENTS
3	7/2022 CITY SUBMITTAL
4	1/2023 FINAL CITY SUBMITTAL

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
4670 WILLOW ROAD, STE 125 PLEASANTON, CA 94588
TEL 925.847.1288 FAX 925.847.1587

EXHIBIT B



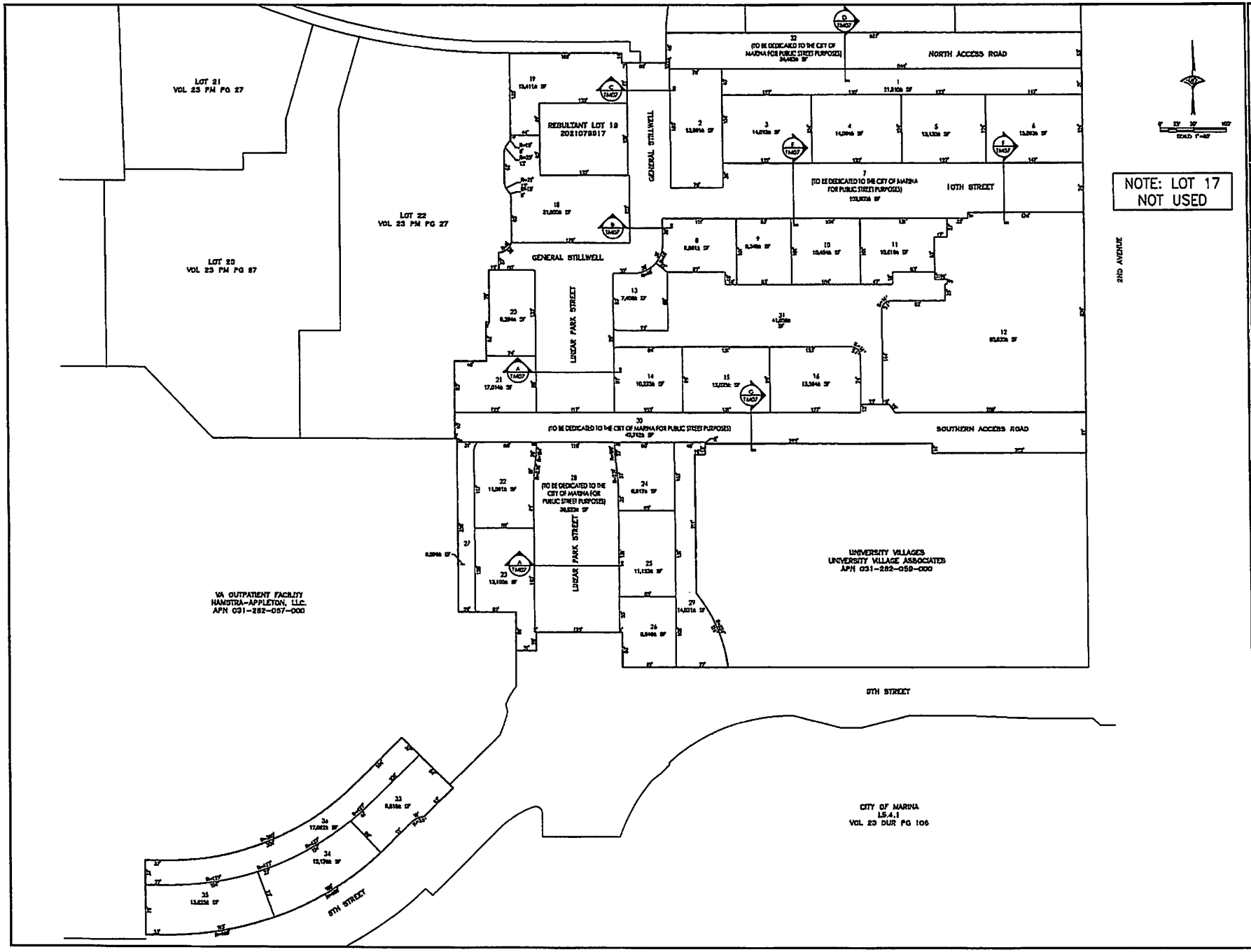
WOOD RODGERS

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 1B
EXISTING CONDITIONS & DEMOLITION PLAN

SCALE: 1"=30'
DRAWN: CW
JOB No. 2009.015
SHEET TM03
3 OF 12

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 1B
BOUNDARY MAP EXHIBIT
WOOD RODGERS
9TH STREET
8TH STREET
2ND AVENUE
CITY OF MARINA
UNIVERSITY VILLAGES ASSOCIATES
APN 031-282-059-000
VA OUTPATIENT FACILITY
APN 031-282-067-000
REMAINDER
VOL 23 PM PG 27
RESULTANT LOT 11
RESULTANT LOT 12
RESULTANT LOT 13
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 21
LOT 22
LOT 23
LOT 24
SCALE 1"=60'
EXHIBIT B

EXHIBIT B



WOOD RODGERS

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 1B

LOTS & PARCELS

SCALE: 1"=50'
DRAWN: CR
JOB No.0069.015

SHEET
TM05
5 OF 19

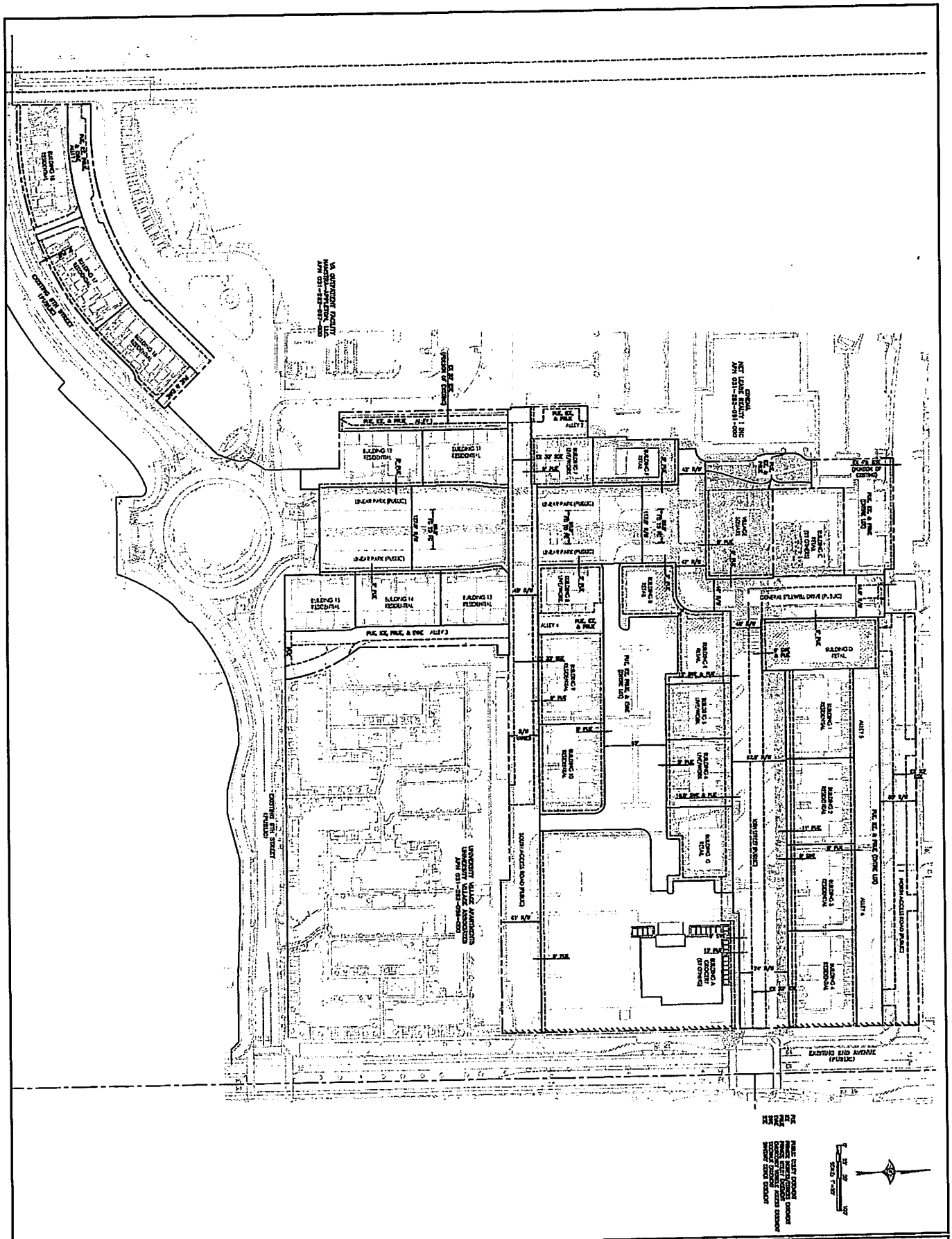

EXISTING 3RD STREET (PUBLIC)
EXISTING 2ND AVENUE (PUBLIC)
GENERAL STILWELL DRIVE (P.U.E.)
LINEAR PARK (PUBLIC)
BUILDING 12 RESIDENTIAL
BUILDING 13 RESIDENTIAL
BUILDING 14 RESIDENTIAL
BUILDING 15 RESIDENTIAL
BUILDING 16 RESIDENTIAL
BUILDING 17 RESIDENTIAL
BUILDING 18 RESIDENTIAL
BUILDING 19 RESIDENTIAL
BUILDING 20 RESIDENTIAL
BUILDING 21 RESIDENTIAL
BUILDING 22 RESIDENTIAL
BUILDING 23 RESIDENTIAL
BUILDING 24 RESIDENTIAL
BUILDING

EXHIBIT C

IMPROVEMENT PLANS FOR

THE DUNES PROMENADE - PHASE 1B

CITY OF MARINA, MONTEREY COUNTY, CA

DEVELOPER
SHEA HOMES - MARINA COMMUNITY PARTNERS
110 TENTH STREET
MARINA, CA 93933
(925) 840-4644
CONTACT: MICK CAO

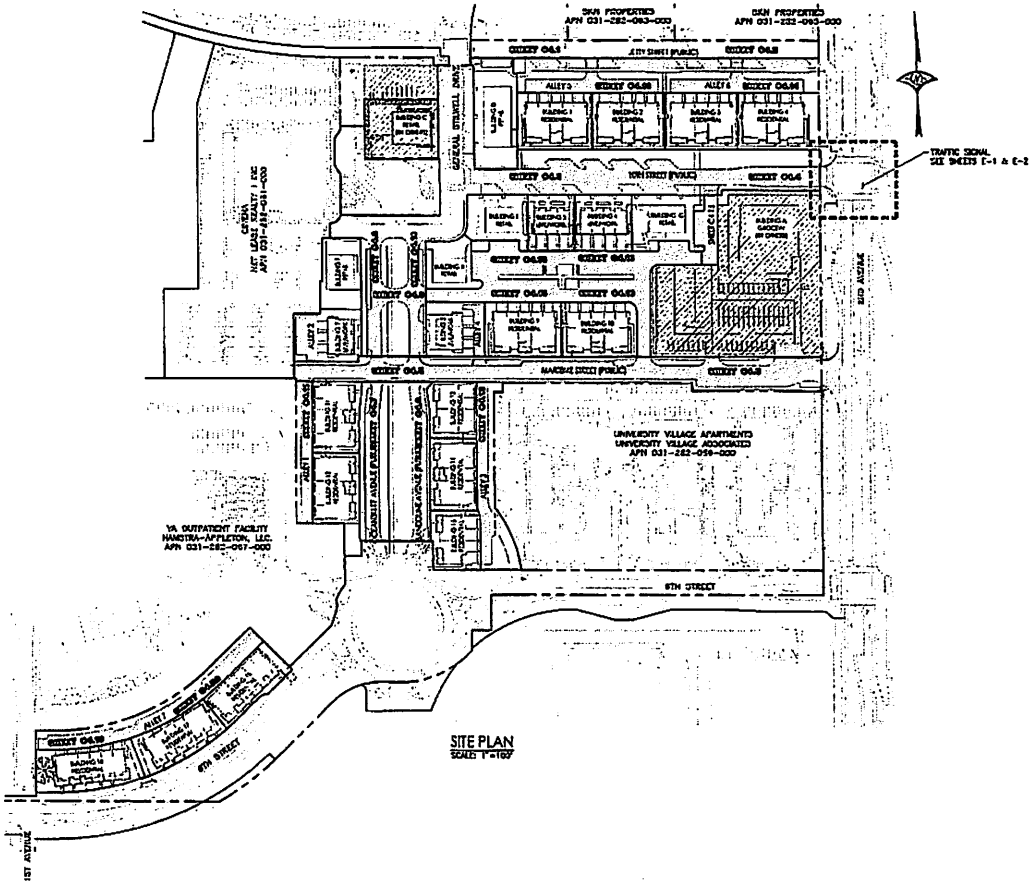
CIVIL ENGINEER
WOOD RODGERS, INC.
4670 WILLOW ROAD, SUITE 123
PLEASANTON, CA 94588
(925) 847-1847
CONTACT: KARISE MOSCA, PE

SHEET INDEX

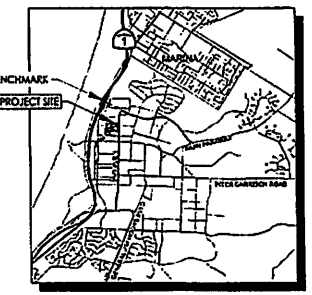
1	C0.0	TITLE SHEET
2	C0.1	GENERAL NOTES
3	C1.1	DEMOLITION PLAN
4	C1.2	DEMOLITION PLAN
5	C1.3	EASEMENT PLAN
6	C2.1	TYPICAL STREET SECTIONS
7	C2.2	TYPICAL STREET SECTIONS
8	C2.3	DETAILS
9	C2.4	STORM DRAIN DETAILS
10	C2.5	STORM DRAIN DETAILS
11	C2.6	MCWD WATER DETAILS
12	C2.7	MCWD SEWER DETAILS
13	C3.1	UTILITY MAP
14	C3.2	UTILITY MAP
15	C3.3	WATER PLAN
16	C4.1	JETTY STREET STA 0+00 TO 4+00
17	C4.2	JETTY STREET STA 4+00 TO 7+50
18	C4.3	10TH STREET STA 1+00 TO 5+25
19	C4.4	10TH STREET STA 5+25 TO 8+00
20	C4.5	MARITIME STREET STA 9+75 TO 15+00
21	C4.6	MARITIME STREET STA 15+00 TO 19+75
22	C4.7	OCEANCLIFF AVENUE
23	C4.8	OCEANCLIFF AVENUE & DRIVE C
24	C4.9	SANDDUNE AVENUE
25	C4.10	SANDDUNE AVENUE
26	C4.11	ALLEY 1 & 2
27	C4.12	ALLEY 3 & 4
28	C4.13	ALLEY 5
29	C4.14	ALLEY 8
30	C4.15	SHARED PARKING LOT
31	C4.16	SHARED PARKING LOT
32	C4.17	DRIVE C & DRIVE E PROFILES
33	C4.18	DRIVE D, DRIVE B, & DRIVE A PROFILES
34	C4.19	ALLEY 7
35	C4.20	ALLEY 7 & DRA
36	C4.21	6TH STREET
37	C4.22	STORM DRAIN CROSSING PROFILE
38	C5.1	STRIPING NOTES AND DETAILS
39	C5.2	STRIPING PLAN
40	C5.3	STRIPING PLAN
41	C6.1	SOLID WASTE ACCESS PLAN
42	C7.0	FINE GRADING INDEX
43	C7.1	FINE GRADING - BLDG D, 1, & 2
44	C7.2	FINE GRADING - BLDG 3
45	C7.3	FINE GRADING - BLDG 4
46	C7.4	FINE GRADING - BLDG C & 6
47	C7.5	FINE GRADING - BLDG 5, E, & B
48	C7.6	FINE GRADING - BLDG F & 7
49	C7.7	FINE GRADING - BLDG 8
50	C7.8	FINE GRADING - BLDG 9 & 10
51	C7.9	FINE GRADING - BLDG 11 & 12
52	C7.10	FINE GRADING - BLDG 13, 14, & 15
53	C7.11	FINE GRADING - BLDG 16
54	C7.12	FINE GRADING - BLDG 17 & 18
55	C7.13	FINE GRADING SECTIONS
56	C8.1	CURB RAMPS 1-6
57	C8.2	CURB RAMPS 10-14, 17, 23-24, & 51
58	C8.3	CURB RAMPS 15-22, 25-31 & 8
59	C8.4	CURB RAMPS 32-44
60	C8.5	CURB RAMPS 45-50
61	C8.6	INTERSECTION GRADING
62	C10.1	EROSION CONTROL NOTES & DETAILS
63	C10.2	EROSION CONTROL PLANS
64	C10.3	DUST CONTROL PLAN
65	E-1	TRAFFIC SIGNAL PLAN
66	E-2	TRAFFIC SIGNAL PLAN

DEFERRED SUBMITTAL
- JOINT TRENCH

SEPARATE PERMIT
- LANDSCAPE & IRRIGATION DESIGN
- SITE & STREET LIGHTING DESIGN



SITE PLAN
SCALE: 1"=100'



VICINITY MAP
NTS

LEGEND

PROPOSED		EXISTING
	PROJECT BOUNDARY	
	CENTERLINE	
	EASEMENT LINE	
	PROPERTY LINE	
	RIGHT OF WAY	
	FENCE	
	CURB AND GUTTER	
	SIDEWALK	
SS	SEWER LINE	SS
	SEWER MANHOLE	
SD	STORM DRAIN	SD
	DRAIN MANHOLE	
	DRAIN INLET	
W	WATER MAIN	W
RW	RECYCLED WATER MAIN	RW
	WATER VALVE	
150	CONTOURS	150
2%	SLOPE	
	AC PAVEMENT	
OHU	OVERHEAD UTILITIES	OHU
JT	JOINT TRENCH	JT
GAS	GAS	GAS
	ARMY PUMP AND TREAT	
	BLOW OFF ASSEMBLY	
	FIRE HYDRANT ASSEMBLY	
	AIR RELEASE VALVE	
	BACKFLOW PREVENTOR	
	WATER METER	
	MONUMENT	
	INFILTRATION BLANKET	

BENCHMARK

THE BENCHMARK FOR THIS SURVEY IS A SURVEY PCH LOCATED ESTABLISH THE SOUTHBOUND LANES OF MONROE 1 AND THE SOUTHBOUND CUTBACK TO 12TH STREET, APPROXIMATELY 100 FEET NORTH FROM THE NORTHWEST CORNER OF THE 12TH ST. BRIDGE OVER STATE HIGHWAY 1, 8.4 FEET EAST OF THE WEST FACE OF THE AS OPE.

STAMPED "CA-MPOK-0 STA. 05-90 MON 001"
NCS PID: GM1318
ELEVATION = 83.00 FEET
DATUM = NAVD88

MARINA COAST WATER DISTRICT
APPROVED FOR CONSTRUCTION

MICHAEL A. McCULLY, PE 43008 — DATE
DISTRICT ENGINEER

CITY OF MARINA
APPROVED FOR CONSTRUCTION

BRIAN MORBIN, PE 84143 — DATE
CITY ENGINEER

811 Know what's below. Call 811 before you dig.

WOOD RODGERS
REGISTERED PROFESSIONAL ENGINEER BRIAN MORBIN No. 84143 CIVIL STATE OF CALIFORNIA
PRELIMINARY
DATED: _____

1	9/4/2015	THE DUNES PROMENADE	BM

DATE: SEPTEMBER 2015
SCALE: H:1"=100' V: N/A
DESIGNED BY: K. MOSCA
DRAWN BY: A. DUST
CHECKED BY: K. MOSCA

WOOD RODGERS
4670 WILLOW ROAD, SUITE 123, PLEASANTON, CA 94588
TEL: 925.847.1844 FAX: 925.847.1857

IMPROVEMENT PLANS FOR
THE DUNES PROMENADE
TITLE SHEET
MONTEREY COUNTY, CALIFORNIA
CITY OF MARINA

PROJECT NO. 3085.013
DRAWING C0.0
SHT 1 OF 66

MST HIGHLIGHTS
Board of Directors Meeting
June 8, 2026

RECOGNIZED JUNE MST EMPLOYEE OF THE MONTH
The MST Board adopted Resolution 2026-19 recognizing Ursulla Scardina, Communications Specialist as Employee of the Month for June 2026 and for her outstanding contribution to MST and the entire community.

RECOGNIZED APTA EMERGING LEADERS GRADUATE
The MST Board recognized Emma Patel, Planning Manager, as a May 2026 graduate of the APTA Emerging Leaders Program.

RECOGNIZED NATIONAL SAFETY MONTH
The MST Board received a special presentation recognizing MST as the recipient of the APTA Safe, Clean, and Efficient GOLD Award and announced the Employee BBQ dates.

APPROVED FY2026 PROGRAM OF PROJECTS
The MST Board of Directors approved the FY2026 Federal Program of Projects and authorized the filing of the appropriate grant applications with the Federal Transit Administration and Caltrans.

ADOPTED FY2027 – FY2028 OPERATING AND CAPITAL BUDGET
The MST Board held a public hearing, adopted the FY2027 – FY2028 Operating and Capital Budget, approved Resolution 2026-20 authorizing the filing of Federal Grant applications, and authorized staff to apply to the Transportation Agency for Monterey County for Transportation Development Act Local Transportation Funds and State Transit Assistance for FY 2027.

AUTHORIZED A CONTRACT WITH JAWNT FOR RELOADABLE TRANSIT/PARKING PAYMENT CARDS
The MST Board authorized the General Manager/CEO or their designee to enter into a three (3) year contract with Jawnt for reloadable cEMV transit/parking payment cards, with the option to extend for two (2) additional one (1) year terms, in an amount not to exceed $2,101,206, including option years.

RECEIVED REPORT FROM NOMINATING COMMITTEE AND CONDUCTED ELECTION OF OFFICERS

The MST Board received a report from the nominating committee, conducted an election of officers, and appointed Tony Barrera from the City of Salinas, to serve as the MST Board Chair and appointed Luis Alejo, from the County of Monterey, to serve as the MST Board Vice Chair for fiscal years 2027 and 2028.

NEXT MST BOARD MEETING

The next regular MST Board meeting is scheduled for July 13, 2026.

June 11, 2026 Item No. **11a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 16, 2026

CITY COUNCIL OPEN PUBLIC HEARING, TAKE TESTIMONY FROM THE PUBLIC AND CONSIDER ADOPTING RESOLUTION NO. 2026-, CONFIRMING DIAGRAM, ASSESSMENT AND ORDERING LEVY OF $182.42 FOR FY 2026-27 ASSESSMENT FOR THE SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT, AND; AUTHORIZING THE CITY CLERK TO FILE A CERTIFIED COPY OF THE DIAGRAM AND ASSESSMENT WITH THE MONTEREY COUNTY AUDITOR-CONTROLLER PRIOR TO AUGUST 1, 2026

REQUEST:
It is requested that the City Council:

1. Open public hearing and take testimony from the public;
2. Consider adopting Resolution No. 2026-, confirming diagram, assessment and ordering levy of $182.42 for FY 2026-27 assessment for Seabreeze Landscape Maintenance Assessment District; and,
3. Authorize the City Clerk to file a certified copy of the diagram and assessment with the Monterey County Auditor-Controller prior to August 1, 2026

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.

At the regular meeting of May 19, 2026, the City Council adopted Resolution No. 2026-50, receiving the FY 2026-27 Engineer's Report for Seabreeze Landscape Maintenance Assessment District and calling a public hearing for June 16, 2026, on the proposed intention to levy and collect assessments for the District.

ANALYSIS:
Based on the Engineer's Report **(EXHIBIT A),** the assessment has been set in the amount of $182.42. This is the same amount as the prior year's assessment and represents the maximum assessment authorized through the District's formation proceedings in 1996.

Staff recommends continuing the existing assessment of $182.42 per parcel for FY 2026-27. As discussed in the Engineer's Report, annual expenditures and administrative costs are projected to exceed annual revenues, resulting in a declining fund balance. While no assessment increase is proposed for FY 2026-27, staff anticipates conducting outreach with District property owners during the coming year regarding potential future assessment adjustments and long-term funding options to address the District's long-term financial sustainability.

FISCAL IMPACT:
Should the City Council approve this request, the anticipated revenue for the FY 2026-27 assessment levy is $6,749.54 for the purpose of the landscape maintenance district.

The levying of the assessment is the first step to collect the assessments to fund the landscape maintenance district.

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

Respectfully submitted,

_____
Scott Shepard, P.E.
Public Works Department
City of Marina

REVIEWED/CONCUR:

_____
Ismael Hernandez
Public Works Director
City of Marina

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CONFIRMING DIAGRAM AND ASSESSMENT AND ORDERING LEVY OF $182.42 FOR FY 2026-27 ASSESSMENT FOR THE SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT AND AUTHORIZING THE CITY CLERK TO FILE A CERTIFIED COPY OF THE DIAGRAM AND ASSESSMENT WITH THE MONTEREY COUNTY AUDITOR-CONTROLLER PRIOR TO AUGUST 1, 2026

WHEREAS, on June 4, 1996, the City ordered the formation of the Seabreeze Landscape Maintenance District pursuant to Streets and Highway Code §22594, and;

WHEREAS, the City Engineer filed the Engineer's Report, fiscal year 2026-27, required by Streets and Highways Code §22622 for said District, and;

WHEREAS, on May 19, 2026, the City Council adopted Resolution No. 2026-50 receiving the Fiscal Year 2026-27 Engineer's Report, declaring its intention to levy and collect assessments within the District, and setting a public hearing for June 16, 2026, and;

WHEREAS, said public hearing was held on June 16, 2026, and;

WHEREAS, levying of the assessment is the first step to collect the assessments to fund the landscape maintenance districts, and;

WHEREAS, provisions of this resolution are severable and if any provision is determined to be impermissible then the remainder of the resolution shall remain in full force and effect, and;

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

1. The City does hereby confirm the diagram and assessment as described in the Engineer's Report on file with the City Clerk.

2. The City does hereby order the levy and collection of said assessment, $182.42, for FY 2026-27 assessment for the Seabreeze Landscape Maintenance Assessment District.

3. It is the intention of the City of Marina that any monetary advance made by it during any fiscal year to cover a deficit in the improvement fund of the Seabreeze Landscape Maintenance Assessment District shall be repaid from the next annual assessments levied and collected within the Seabreeze Landscape Maintenance Assessment District.

4. The City Clerk is hereby authorized and directed to file a certified copy of said diagram and assessment with the Monterey County Auditor prior to August 1, 2026.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 16th day of June 2026, by the following vote:

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

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

CITY OF MARINA
MONTEREY COUNTY
CALIFORNIA

SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

ENGINEER'S REPORT

FY 2026-2027

Council Members:

B. DELGADO, MAYOR

L. VISSCHER	B. MCCARTHY
K. BIALA	J. MCADAMS

LAYNE LONG	City Manager
ANITA SHEPHERD-SHARP	Deputy City Clerk
RENÉ ORTEGA	City Attorney
ISMAEL HERNANDEZ	Public Works Director

Prepared By
City of Marina
Public Works Department

SEABREEZE
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

FY 2026-2027

INTRODUCTION

This Engineer's Report has been prepared for the Seabreeze Landscape Maintenance Assessment District (LMD) pursuant to the provisions of the California Streets and Highways Code, Landscaping and Lighting Act of 1972. The purpose of this report is to provide an updated description of the District, identify the improvements being maintained, establish the method of assessment apportionment, and present the estimated costs and revenues required for the ongoing operation and maintenance of public improvements within the District.

The report also includes updated financial information for Fiscal Year 2026-2027 and forward projections to assist the City Council in understanding the long-term fiscal condition of the District under current assumptions.

DISTRICT DESCRIPTION

The Seabreeze Landscape Maintenance Assessment District is located on the north side of Beach Road and west of Marina Drive within the City of Marina, Monterey County, California. The District consists of thirty-seven residential parcels that were developed with complete infrastructure improvements, including streets, underground utilities, drainage facilities, and landscaped buffer areas.

The District was formed to ensure the long-term maintenance of certain common landscape and infrastructure improvements that were constructed as part of the original subdivision development and dedicated for ongoing public benefit. These improvements include street frontage landscaping, perimeter buffer areas, and landscape zones adjacent to drainage and transportation corridors.

IMPROVEMENTS MAINTAINED

The improvements maintained by the District include landscaped areas along the northerly side of Beach Road and within designated buffer zones adjacent to the Southern Pacific Railroad corridor and drainage percolation basin. These areas consist of ground cover, shrubs, and trees, as well as associated irrigation systems including piping, valves, controllers, emitters, and sprinkler infrastructure.

The District also provides for the maintenance, repair, and replacement of associated improvements as necessary to ensure the continued functionality and appearance of the landscaped areas. All improvements are maintained in accordance with the approved landscape and streetscape plans prepared for the Seabreeze subdivision.

DISTRICT BOUNDARIES

The District consists of 37 residential parcels as shown on the Assessment Diagram (Exhibit A). Each parcel receives a proportionate benefit from the maintenance of the common landscaped areas.

METHOD OF APPORTIONMENT (EXHIBIT D)

The costs associated with the maintenance of the District improvements are apportioned equally among all thirty-seven parcels. Each parcel receives a substantially equal benefit from the ongoing maintenance of the common landscaped areas, and therefore each parcel is assessed an equal share of the total annual costs. For Fiscal Year 2025–2026, the maximum assessment authorized under the original formation proceedings and consistent with Proposition 218 is $182.42 per parcel. Based on this assessment level, the total annual revenue generated by the District is approximately $6,750.

ESTIMATED COST OF IMPROVEMENTS

The annual cost of maintaining the District improvements is based on contracted services, administrative support, and cost allocation charges necessary to sustain operations.

Table 1
Fiscal Year 2026-2027

Category	Amount
Landscape Maintenance Contract	$2,793
Administrative Services (Engineering + Report Preparation)	$3,605
Cost Allocation Plan Charges	$1,740
Legal Advertising	$230
Total Estimated Expenditures	**$8,368**

REVENUE AND FUNDING

The District is funded entirely through annual assessments levied on the thirty-seven parcels within its boundaries. For Fiscal Year 2026-2027, total assessment revenue is estimated at approximately $6,750, based on an equal per-parcel assessment of $182.42. These revenues are intended to fully fund the annual cost of maintaining the District improvements.

FUND BALANCE AND LONG-TERM OUTLOOK

Historical and projected fund balances indicate the following trend:

Table 2

Fiscal Year	Ending Fund Balance
FY 2024-25	$477
FY 2025-26	$157
FY 2026-27 (est.)	$(1,019)
FY 2027-28 (est.)	$(2,373)
FY 2028-29 (est.)	$(3,910)

While annual revenues currently offset annual expenditures, projected multi-year costs reflect gradual increases primarily driven by inflationary adjustments to contracted services and administrative allocations. Under current assumptions, the District is projected to experience declining fund balance levels in future fiscal years. Following the trends of prior years the district will become insolvent in the FY 27/28 without significant changes to service levels, administrative costs, or funding adjustments to maintain long-term fiscal sustainability.

ADMINISTRATIVE CONSIDERATIONS

A significant portion of total District expenditures consists of administrative support and City cost allocation charges required to manage, contract, and oversee maintenance activities.

Given the relatively small scale of the District, administrative costs represent a substantial proportion of total annual expenditures.

SUMMARY

The Seabreeze Landscape Maintenance Assessment District continues to provide essential maintenance services that support the long-term functionality and appearance of common landscaped areas benefiting all parcels within the District. Under current funding assumptions, annual revenues are generally sufficient to support near-term maintenance obligations.

However, projected financial trends indicate that the District operates within a narrow fiscal margin, with limited capacity to absorb cost increases or unforeseen maintenance needs. Multi-year projections suggest a gradual decline in fund balance under existing revenue and cost assumptions, reflecting the impact of inflationary pressures and fixed revenue constraints.

ALTERNATIVES FOR CONSIDERATION

The City may consider the following general alternatives regarding long-term District operations:

Alternative 1: Maintain Existing Assessment Structure
Continue operations under the existing assessment rate and service levels. This alternative would require the city to adsorb a significant portion of administrative costs over the long-term operational outlook.

Alternative 2: Evaluate Revenue Adjustment Process
Considering updated assessments to align revenues with projected long-term expenditure and administrative cost increases. City staff changes, subject to applicable procedural requirements under Proposition 218. City staff will prepare an initial estimated assessment increase value to align expense with revenue outreach with Landscape Maintenance District residents to assess viability of the assessment increase.

Alternative 3: Evaluate Long-Term Service Structure
Considering potential modifications to the district's long-term maintenance and administrative structure to optimize efficiency and sustainability of service delivery. Reducing expenditures and administrative costs to align with revenue.

Alternative 4: Dissolve the Landscape Maintenance District
This would require the city to maintain the landscape in City right-of-way but with a minimal cost increase to existing maintenance budgets.

CONCLUSION
Throughout FY2026/2027 City staff will work with Landscape Maintenance District residents and provide outreach and coordination to address the above alternatives for long-term district operations. Results of this outreach and a recommendation for suture Landscape Maintenance District operation will be brought to council in Quarter 1 of 2027 during the FY2027/2028 hearing and budgetary planning for this Landscape Maintenance District .

This report is intended to provide an updated technical and fiscal overview of the District for Fiscal Year 2025–2026 and forward-looking planning purposes. All findings are presented for consideration by the City Council in evaluating the ongoing maintenance and funding structure of the district.

ENGINEER'S REPORT EXHIBITS
This report includes the following exhibits:

EXHIBIT A - An Assessment Diagram and Boundary Map showing all the parcels of the real property within the Assessment District and location of the landscaped areas to be maintained by the Assessment District. The Diagram is keyed to Exhibit C by the separate "Assessment District".

EXHIBIT B - Spreadsheet showing estimated costs for FY 2025-2026, FY 2026-2027, FY 2027-2028 and FY2028-2029.

EXHIBIT C - An assessment roll showing the amount proposed to be assessed against each parcel of real property within this Assessment District. In addition to the Assessors Parcel Number each parcel has been assigned a separate "Assessment Number" which corresponds to the lot number of each parcel.

EXHIBIT D - A statement of the method by which the undersigned determined the amount to be assessed against each parcel based on the benefits to be derived by each parcel, respectively, from the improvements.

Respectfully submitted,

_____
Scott Shepard, PE
City Engineer

EXHIBIT C

SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

ASSESSMENT ROLL FOR

FISCAL YEAR 2026-2027

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
1	033-082-001	$182.42
2	033-082-002	$182.42
3	033-082-003	$182.42
4	033-082-004	$182.42
5	033-082-005	$182.42
6	033-082-006	$182.42
7	033-082-007	$182.42
8	033-082-008	$182.42
9	033-082-009	$182.42
10	033-082-010	$182.42
11	033-082-011	$182.42
12	033-082-012	$182.42
13	033-082-013	$182.42
14	033-082-014	$182.42
15	033-082-015	$182.42
16	033-082-016	$182.42
17	033-082-017	$182.42
18	033-082-018	$182.42
19	033-082-019	$182.42
20	033-082-020	$182.42
21	033-082-021	$182.42
22	033-082-022	$182.42

SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

ASSESSMENT ROLL FOR

FISCAL YEAR 2026-2027

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
23	033-082-023	$182.42
24	033-082-024	$182.42
25	033-082-025	$182.42
26	033-082-026	$182.42
27	033-082-027	$182.42
28	033-082-028	$182.42
29	033-082-029	$182.42
30	033-082-030	$182.42
31	033-082-031	$182.42
32	033-082-032	$182.42
33	033-082-033	$182.42
34	033-082-034	$182.42
35	033-082-035	$182.42
36	033-082-036	$182.42
37	033-082-037	$182.42

EXHIBIT D

METHOD OF DETERMINATION OF ASSESSMENT SPREAD

The costs of maintaining the landscaped improvements within the Seabreeze Landscape Maintenance Assessment District provide a special benefit to all properties within the District. These benefits are considered substantially equal in nature due to the uniform access and reliance on the common landscaped areas and associated improvements by each parcel.

Therefore, the total annual costs of maintenance and administration are apportioned equally among the thirty-seven residential parcels within the District, as shown on the Assessment Diagram (Exhibit A). Each parcel is assigned an equal share of the total annual assessment in accordance with the original formation methodology and consistent with the requirements of the Landscaping and Lighting Act of 1972

EXHIBIT B
SEABREEZE LANDSCAPE MAINTENANCE DISTRICT

Summary	Actual FY 2025-2026	Estimates FY 2026-2027	Estimates FY 2027-2028	Estimates FY 2028-2029
Beginning Cash Balance, July 1st	**$ 477**	**$ 157**	**$ (1,019)**	**$ (2,373)**
(a) Total Assessment Revenues (37 Parcels)	**$ 6,750**	**$ 6,750**	**$ 6,750**	**$ 6,751**
Expenditures				
Contractor Services				
(b) Landscape Maintenance Contract	$ 2,034	$ 2,793	$ 2,877	$ 2,963
Utilities	$ -	$ -	$ -	$ -
Large Tree Trimming	$ -	$ -	$ -	$ -
Extraordinary Maintenance	$ -	$ -		
Plant Replacement	$ -	$ -	$ -	$ -
Administrative Services				
Administration (Incl. Engineers Report)	$ 3,070	$ 3,162	$ 3,257	$ 3,355
Cost Allocation Plan Charges	$ 1,740	$ 1,740	$ 1,740	$ 1,740
Legal Advertising	$ 226	$ 230	$ 230	$ 230
Total Expenditures	**$ 7,070**	**$ 7,925**	**$ 8,104**	**$ 8,288**
(c) Net Change in Fund Balance	**$ (320)**	**$ (1,175)**	**$ (1,354)**	**$ (1,537)**
(d) Ending Fund Balance, June 30th	**$ 157**	**$ (1,019)**	**$ (2,373)**	**$ (3,910)**

(a) Maximum Assessment per Prop 218 is $182.42 per parcel. The assessment amount for FY26-27 is consistent with FY25-26 at $182.42 per parcel.

(b) Maintenance Costs are shown as increasing per fiscal year by an estimated Consumer Cost Index (CPI) of 3% as allowed by the Contract Specifications.

(c) Net Change in Fund Balance equals the Total Expenditures subtracted from Total Assessment Revenue for that Fiscal Year.

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

(e) Financial projections are based on current service levels, known cost estimates, and assumed annual inflation factors. Actual revenues and expenditures may vary from these projections due to changes in contract pricing, maintenance needs, or other unforeseen conditions.

June 11, 2026 Item No. **11b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 16, 2026

CITY COUNCIL OPEN PUBLIC HEARING, TAKE TESTIMONY FROM THE PUBLIC AND CONSIDER ADOPTING RESOLUTION NO. 2026-, CONFIRMING DIAGRAM, ASSESSMENT AND ORDERING LEVY OF $77.14 FOR THE FY 2026-27 ASSESSMENT FOR THE MONTEREY BAY ESTATES LIGHTING & LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT; AND AUTHORIZING THE CITY CLERK TO FILE A CERTIFIED COPY OF THE DIAGRAM AND ASSESSMENT WITH THE MONTEREY COUNTY AUDITOR-CONTROLLER PRIOR TO AUGUST 1, 2026

REQUEST:

It is requested that the City Council:

1. Open public hearing and take testimony from the public;

2. Consider adopting Resolution No. 2026-, confirming diagram, assessment and ordering levy of $77.14 for FY 2026-27 assessment for the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District; and

3. Authorize the City Clerk to file a certified copy of the diagram and assessment with the Monterey County Auditor-Controller prior to August 1, 2026.

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 & 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.

At the regular meeting of May 19, 2026, the City Council adopted Resolution No. 2026-51, receiving the FY 2026-27 Engineer's Report for Monterey Bay Estates Lighting & Landscape Maintenance Assessment District and calling a public hearing for June 16, 2026, on the proposed intention to levy and collect assessments for the District.

ANALYSIS:

Based on the Engineer's Report **(EXHIBIT A)**, the assessment has been set in the amount of $77.14. This is the same amount as the prior year's assessment and represents the maximum assessment currently authorized for the District.

Staff recommends continuing the existing assessment of $77.14 per parcel for FY 2026-27. The District currently maintains a positive fund balance and remains financially stable in the near term. However, as discussed in the Engineer's Report, projected expenditures and administrative costs are expected to gradually increase while assessment revenues remain fixed, resulting in a gradual decline in available reserves.

While no assessment increase is proposed for FY 2026-27, staff anticipates conducting outreach with District property owners during the coming year regarding potential future assessment adjustments and long-term funding options to support the District's continued financial sustainability.

FISCAL IMPACT:
Should the City Council approve this request, the anticipated revenue for the FY 2026-27 assessment levy is $12,496.68 for the purpose of the landscape maintenance district.

Levying of the assessment is the first step to collect the assessments to fund the landscape maintenance district.

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

Respectfully submitted,

_____
Scott Shepard, P.E.
Public Works Department
City of Marina

REVIEWED/CONCUR:

_____
Ismael Hernandez
Public Works Director
City of Marina

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CONFIRMING THE DIAGRAM AND ASSESSMENT AND ORDERING LEVY OF $77.14 FOR FY 2026-27 ASSESSMENT FOR THE MONTEREY BAY ESTATES LIGHTING & LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT AND AUTHORIZING THE CITY CLERK TO FILE A CERTIFIED COPY OF THE DIAGRAM AND ASSESSMENT WITH THE MONTEREY COUNTY AUDITOR-CONTROLLER PRIOR TO AUGUST 1, 2026

WHEREAS, on October 3, 1989, the City ordered the formation of the Monterey Bay Estates Lighting & Landscape Maintenance District pursuant to Streets and Highway Code §22594, and;

WHEREAS, the City Engineer filed the Engineer's Report, Fiscal Year 2026-2027, required by Streets and Highways Code §22622 for said District, and;

WHEREAS, on May 19, 2026, the City Council adopted Resolution No. 2026-51 receiving the Fiscal Year 2026-27 Engineer's Report, declaring its intention to levy and collect assessments within the District, and setting a public hearing for June 16, 2026; and

WHEREAS, said public hearing was held on June 16, 2026, and;

WHEREAS, levying of the assessment is the first step to collect the assessments to fund the landscape maintenance districts, and;

WHEREAS, provisions of this resolution are severable and if any provision is determined to be impermissible then the remainder of the resolution shall remain in full force and effect, and;

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

1. The City does hereby confirm the diagram and assessment as described in the Engineer's Report on file with the City Clerk.

2. The City does hereby order the levy and collection of said assessment, $77.14, for FY 2026-27 assessment for the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District.

3. It is the intention of the City of Marina that any monetary advance made by it during any fiscal year to cover a deficit in the improvement fund of the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District shall be repaid from the next annual assessments levied and collected within the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District.

4. The City Clerk is hereby authorized and directed to file a certified copy of said diagram and assessment with the Monterey County Auditor prior to August 1, 2026.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 16th day of June 2026, by the following vote:

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

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

CITY OF MARINA
MONTEREY COUNTY
CALIFORNIA

MONTEREY BAY ESTATES LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

ENGINEER'S REPORT

FY 2026-2027

Council Members:

B. DELGADO, MAYOR

L. VISSCHER	B. MCCARTHY
K. BIALA	J. MCADAMS

LAYNE LONG	City Manager
ANITA SHEPHERD-SHARP	Deputy City Clerk
RENÉ ORTEGA	City Attorney
ISMAEL HERNANDEZ	Public Works Director

Prepared By
City of Marina
Public Works Department

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

FY 2026-2027

INTRODUCTION

This Engineer's Report has been prepared for the Monterey Bay Estates Landscape Maintenance Assessment District (LMD) pursuant to the provisions of the California Streets and Highways Code, Landscaping and Lighting Act of 1972. The purpose of this report is to provide an updated description of the District, identify the improvements being maintained, establish the method of assessment apportionment, and present the estimated costs and revenues required for the ongoing operation and maintenance of public improvements within the District.

The report also includes updated financial information for Fiscal Year 2026-2027 and forward projections to assist the City Council in understanding the long-term fiscal condition of the District under current assumptions.

DISTRICT DESCRIPTION

The Monterey Bay Estates Landscape Maintenance Assessment District is located within the City of Marina, Monterey County, California, and consists of residential parcels developed with associated infrastructure improvements, including streets, utilities, drainage facilities, and landscaped common areas.

The District was formed to provide for the long-term maintenance of landscaped improvements and related infrastructure that serve a common benefit to all properties within the District.

IMPROVEMENTS MAINTAINED

The District provides for the maintenance of landscaped areas, including ground cover, shrubs, trees, irrigation systems, and associated appurtenances such as controllers, valves, piping, and sprinkler infrastructure.

Maintenance activities include routine landscaping services, irrigation system operation and repair, replacement of plant material, and upkeep of drainage-adjacent landscaping areas to preserve both functional and aesthetic conditions.

DISTRICT BOUNDARIES

The District consists of 162 residential parcels as shown on the Assessment Diagram (Exhibit A). Each parcel receives a proportionate benefit from the maintenance of the common landscaped areas.

METHOD OF APPORTIONMENT (EXHIBIT D)

Costs associated with the maintenance of District improvements are apportioned equally among all parcels within the District. Each parcel receives a substantially equal benefit from the ongoing maintenance of shared landscaped areas; therefore, each parcel is assessed an equal share of the total annual costs.

The assessment methodology is consistent with the original formation proceedings and compliant with Proposition 218 requirements.

ESTIMATED COST OF IMPROVEMENTS

The annual cost of maintaining the District improvements is based on contracted services, administrative support, and cost allocation charges necessary to sustain operations.

Table 1
Fiscal Year 2026-2027

Category	Amount
Landscape Maintenance Contract	$5,988
Administrative Services (Engineering + Report Preparation)	$3,605
Cost Allocation Plan Charges	$2871
Legal Advertising	$216
Total Estimated Expenditures	**$7,306**

REVENUE AND FUNDING

The District is funded entirely through annual assessments levied on the 162 parcels within its boundaries. For Fiscal Year 2026-2027, total assessment revenue is estimated at approximately $12,497, based on an equal per-parcel assessment of $77.14. These revenues are intended to fully fund the annual cost of maintaining the District improvements.

FUND BALANCE AND LONG-TERM OUTLOOK

Historical and projected fund balances indicate the following trend:

Table 2

Fiscal Year	Ending Fund Balance
FY 2024-25	$6,944
FY 2025-26	$6,177
FY 2026-27 (est.)	$ 7,608
FY 2027-28 (est.)	$7,306
FY 2028-29 (est.)	$6,709

While the District is currently in a positive fund balance position and remains financially stable in the near term, projections indicate a gradual decline over the multi-year planning horizon. This trend is primarily driven by ongoing inflationary increases in maintenance and administrative costs, combined with relatively fixed revenue capacity under the current assessment structure.

Although the District is not presently in financial distress, continued downward pressure on fund balance suggests that the current funding model may not be fully sustainable in the long term without future adjustments.

ADMINISTRATIVE CONSIDERATIONS
A significant portion of annual District expenditures is associated with administrative services and Citywide cost allocation charges required to manage contracts, oversee maintenance activities, and ensure compliance with applicable requirements.

Given the relatively small scale of the District, administrative costs represent a meaningful component of total annual expenditures and contribute to long-term fund balance decline.

CONCLUSION
The Monterey Bay Estates Landscape Maintenance Assessment District continues to provide essential services that support the appearance and functionality of common landscaped areas benefiting all parcels within the District.

The District is currently in stable financial condition with positive fund balances. However, long-term projections indicate a gradual decline in reserves under existing assumptions, reflecting the impact of inflation and fixed assessment revenue constraints.

ENGINEER'S REPORT EXHIBITS
This report includes the following exhibits:

EXHIBIT A - An assessment diagram and boundary map showing all of the parcels of the real property within the Assessment District. The diagram is keyed to Exhibit C by the separate "Assessment Number".

EXHIBIT B - Spreadsheet showing actual and estimated maintenance costs for FY 2025-2026, FY 2026-2027, FY 2027-2028, FY2028-2029.

EXHIBIT C - An assessment roll showing the amount proposed to be assessed against each parcel of real property within this Assessment District. In addition to the Assessor's Parcel Number each parcel has been assigned a separate "Assessment Number" which corresponds to that parcel's lot number.

EXHIBIT D- A statement of the method by which the undersigned determined the amount to be assessed against each parcel based on the benefits to be derived by each parcel, respectively, from the improvements.

Respectfully submitted,

_____
Scott Shepard, PE
City Engineer

EXHIBIT C

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2026-2027

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
1	032-541-01	$77.14
2	032-541-02	$77.14
3	032-541-03	$77.14
4	032-541-04	$77.14
5	032-541-05	$77.14
6	032-541-06	$77.14
7	032-541-07	$77.14
8	032-541-08	$77.14
9	032-541-09	$77.14
10	032-541-10	$77.14
11	032-541-11	$77.14
12	032-541-12	$77.14
13	032-541-13	$77.14
14	032-541-14	$77.14
15	032-541-15	$77.14
16	032-541-16	$77.14
17	032-541-17	$77.14
18	032-541-18	$77.14
19	032-541-19	$77.14
20	032-541-20	$77.14
21	032-541-21	$77.14
22	032-555-38	$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
23	032-555-02	$77.14
24	032-542-01	$77.14
25	032-542-02	$77.14
26	032-542-03	$77.14
27	032-542-04	$77.14
28	032-542-05	$77.14
29	032-542-06	$77.14
30	032-542-07	$77.14
31	032-542-08	$77.14
32	032-542-09	$77.14
33	032-542-10	$77.14
34	032-542-11	$77.14
35	032-542-12	$77.14
36	032-542-13	$77.14
37	032-542-14	$77.14
38	032-542-15	$77.14
39	032-542-16	$77.14
40	032-542-17	$77.14
41	032-542-18	$77.14
42	032-542-25	$77.14
43	032-542-26	$77.14
44	032-542-21	$77.14
45	032-542-22	$77.14
46	032-542-23	$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
47	032-542-24	$77.14
48	032-543-01	$77.14
49	032-543-02	$77.14
50	032-543-03	$77.14
51	032-543-04	$77.14
52	032-543-05	$77.14
53	032-543-06	$77.14
54	032-543-07	$77.14
55	032-543-08	$77.14
56	032-543-09	$77.14
57	032-543-10	$77.14
58	032-543-11	$77.14
59	032-543-12	$77.14
60	032-543-13	$77.14
61	032-543-14	$77.14
62	032-543-15	$77.14
63	032-543-16	$77.14
64	032-543-17	$77.14
65	032-543-18	$77.14
66	032-543-19	$77.14
67	032-551-01	$77.14
68	032-551-02	$77.14
69	032-551-03	$77.14
70	032-551-04	$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
71	032-551-05	$77.14
72	032-551-06	$77.14
73	032-551-07	$77.14
74	032-551-08	$77.14
75	032-551-09	$77.14
76	032-551-10	$77.14
77	032-551-11	$77.14
78	032-551-12	$77.14
79	032-551-13	$77.14
80	032-551-14	$77.14
81	032-551-15	$77.14
82	032-551-16	$77.14
83	032-551-17	$77.14
84	032-551-18	$77.14
85	032-552-01	$77.14
86	032-552-02	$77.14
87	032-552-03	$77.14
88	032-552-04	$77.14
89	032-552-05	$77.14
90	032-552-06	$77.14
91	032-552-07	$77.14
92	032-552-08	$77.14
93	032-552-09	$77.14
94	032-552-10	$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
95	032-552-11	$77.14
96	032-552-12	$77.14
97	032-552-13	$77.14
98	032-552-14	$77.14
99	032-552-15	$77.14
100	032-552-16	$77.14
101	032-552-17	$77.14
102	032-552-18	$77.14
103	032-553-01	$77.14
104	032-553-02	$77.14
105	032-553-03	$77.14
106	032-553-04	$77.14
107	032-553-05	$77.14
108	032-553-06	$77.14
109	032-553-07	$77.14
110	032-553-08	$77.14
111	032-553-09	$77.14
112	032-553-10	$77.14
113	032-553-11	$77.14
114	032-553-12	$77.14
115	032-553-13	$77.14
116	032-553-14	$77.14
117	032-553-15	$77.14
118	032-553-16	$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
119	032-553-17	$77.14
120	032-553-18	$77.14
121	032-554-01	$77.14
122	032-554-02	$77.14
123	032-554-03	$77.14
124	032-554-04	$77.14
125	032-554-05	$77.14
126	032-554-06	$77.14
127	032-554-07	$77.14
128	032-554-08	$77.14
129	032-555-03	$77.14
130	032-555-39	$77.14
131	032-555-05	$77.14
132	032-555-06	$77.14
133	032-555-07	$77.14
134	032-555-08	$77.14
135	032-555-09	$77.14
136	032-555-10	$77.14
137	032-555-11	$77.14
138	032-555-12	$77.14
139	032-555-13	$77.14
140	032-555-14	$77.14
141	032-555-15	$77.14
142	032-555-16	$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
143	032-555-17	$77.14
144	032-555-18	$77.14
145	032-555-19	$77.14
146	032-555-20	$77.14
147	032-555-21	$77.14
148	032-555-22	$77.14
149	032-555-23	$77.14
150	032-555-24	$77.14
151	032-555-25	$77.14
152	032-555-26	$77.14
153	032-555-27	$77.14
154	032-555-28	$77.14
155	032-555-29	$77.14
156	032-555-30	$77.14
157	032-555-31	$77.14
158	032-555-32	$77.14
159	032-555-33	$77.14
160	032-555-34	$77.14
161	032-555-35	$77.14
162	032-555-36	$77.14

EXHIBIT D

METHOD OF DETERMINATION OF ASSESSMENT SPREAD

The maintenance and servicing of landscaping improvements and public lighting facilities within the Monterey Bay Estates Lighting and Landscape Maintenance Assessment District specially benefit all parcels within the District.

Because each residential lot receives substantially equal special benefit from the continued maintenance, operation, and servicing of these improvements, the assessment is apportioned equally among the 162 residential parcels within the District.

The annual assessment for Fiscal Year 2026-2027 is $77.14 per parcel, which does not exceed the maximum assessment previously authorized.

EXHIBIT B

MONTEREY BAY ESTATES LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

Summary	ACTUAL FY 2025-2026	Estimates FY 2026-2027	Estimates FY 2027-2028	Estimates FY 2028-2029
Beginning Cash Balance, July 1st	**$ 6,177**	**$ 7,608**	**$ 7,306**	**$ 6,709**
[(a)]Total Assessment Revenues (162 Parcels)	**$ 12,497**	**$ 12,497**	**$ 12,497**	**$ 12,497**
Expenditures				
Contractor Services				
[(b)] Landscape Maintenance Contract	$ 4,365	$ 5,988	$ 6,168	$ 6,353
Utilities	$ 120	$ 120	$ 120	$ 120
Large Tree Trimming	$ -	$ -	$ -	$ -
Extraordinary Maintenance	$ -	$ -	$ -	$ -
Plant/Tree Removal/Replacement	$ -	$ -	$ -	$ -
Administrative Services				
Administration (Incl. Engineers Report)	$ 3,500	$ 3,605	$ 3,713	$ 3,825
Cost Allocation Plan Charges	$ 2,871	$ 2,871	$ 2,871	$ 2,872
Legal Advertising	$ 209	$ 216	$ 222	$ 229
Total Expenditures	**$ 11,065**	**$ 12,799**	**$ 13,094**	**$ 13,398**
[(c)]Net Change in Fund Balance	**$ 1,431**	**$ (303)**	**$ (597)**	**$ (901)**
[(d)]Ending Fund Balance, June 30th	**$ 7,608**	**$ 7,306**	**$ 6,709**	**$ 5,807**

[(a)] Maximum Assessment per Prop 218 is $77.14 per parcel. The assessment amount for FY25-26 is consistent with FY24-25 at $77.14 per parcel.

[(b)] Maintenance Costs are shown as increasing per fiscal year by an estimated Consumer Cost Index (CPI) of 3% as allowed by the Contract Specifications.

[(c)] Net Change in Fund Balance equals the Total Expenditures subtracted from Total Assessment Revenue for that Fiscal Year.

[(d)] End Fund Balance equals the Net Change in Fund Balance plus the Beginning Cash Balance of that Fiscal Year.

[(e)] Administrative Services for Fiscal Year 2026-2027 include estimated staff support for annual district administration, preparation and review of the Engineer's Report, assessment coordination, contractor oversight, resident correspondence, and public hearing support.

[(f)] Estimated annual staff time for administration includes approximately 20 hours of Assistant Engineer support and 4 hours of City Engineer review and oversight.

[(g)] Projected expenditures for Fiscal Year 2027-2028 include an estimated 3% inflationary adjustment applied to applicable maintenance and administrative cost categories to reflect anticipated increases in labor, materials, contractual services, and operating expenses.

June 16, 2026 Item No. **13a**

Honorable Mayor and Members
of the City Council

City Council Meeting
of June 16, 2026

CITY COUNCIL RECEIVE PRESENTATION FROM FM3 CONSULTANT REGARDING COMMUNITY OPINION SURVEY AND PROVIDE DIRECTION TO STAFF REGARDING MARINA UTILITY USERS TAX (UUT) AND RELATED RESOLUTION SUBMITTING A UUT MEASURE TO VOTERS

RECOMMENDATION:

It is recommended that the City Council:

1. Receive presentation from FM3 Consultant regarding Community Opinion Survey; and
2. Provide direction to staff regarding the specific characteristics of a potential Marina Utility User Tax (UUT), including rate, covered utilities, and exemptions.

BACKGROUND:

Aging City Facilities, City Facility Citizens Advisory Committee, and City's Previous Discussions Regarding Utility User Tax

As has been discussed at several previous City Council meetings over the last year, the City's population has more than doubled since its incorporation in 1975, yet the City still relies on the same aging and deteriorating fire stations, police station, and city facilities that were built for a much smaller population. Many City buildings do not meet modern safety standards, are inaccessible to residents with disabilities, and suffer from mold, asbestos, and leaks. The cost to modernize and/or replace these facilities is beyond what the City's current revenues can support.

On September 23, 2025, the City Council held a special Study Session to discuss a pathway forward on meeting the needs for new City facilities, including a police station, fire station, emergency operations center, community center facilities, a new city hall and council chamber and potential funding strategies for constructing these new facilities.

Following the September 2025 discussion, Council directed staff to establish a City Facility Citizens Advisory Committee (CFCAC) to work with Tripepi Smith, staff, and other consultants as appropriate; initiate community outreach efforts, including tours, public meetings, and engagement opportunities to involve residents early in the process; conduct further research into funding mechanisms such as bonds and utility user tax options, potential exemptions, and case studies form other cities; and provide Council with preliminary analysis of voter demographics, past election results, and a summary of the City's available facility sites.

On December 16, 2025, staff and the CFCAC presented additional information to Council regarding potential funding strategies, including a general tax ballot measure in the form a Utility Users Tax, or UUT.

On January 21, 2026, staff and the CFCAC presented to Council the City Facilities Citizens Advisory Committee Report and Recommendations. At this same meeting, Council requested additional UUT-related information, including evaluating the UUT supporting information, identifying utilities that could be taxed, and reviewing potential tax exemptions.

Following that meeting, staff worked with Keyser Marston to update the UUT estimates by extracting PG&E Data that was specific to Marina, requesting average commercial and residential revenues from the Marina Coast Water District; and using the City's franchise fee information to estimate potential cable TV revenues. This updated information was presented to Council on March 3, 2026, including the following chart, which summarizes applicability and exemptions for UUTs in nearby cities:

Utility User Tax Applicability and Exemptions for Nearby Cities
City of Marina, CA

			Applicability of Utility User Tax							
City	UUT Rate	Exemptions	Gas	Electric	Phone / Mobile	Water	Sewer	Cable	Streaming	Waste Services
Monterey	2% Residential 5% Non-Residential	Any person using electrical and gas services who qualifies for and participates in the local electrical and gas corporation "Low Income Rate Assistance" program (LIRA),	X	X	X	X				
Pacific Grove	5%	Enrolled in Social Security Administration's Supplemental Security Income Program for the Aged, Blind and Disabled (Title XVI, Social Security Act, as amended) and have household income less than $12,000 per year.	X	X	X	X		X		
Salinas	6%: electric, gas, water 5% phone, cable	Head of a household is sixty-five years old or older.	X	X	X	X		X	may fall under "video services"	
Santa Cruz	8.50%	Seniors and PG&E CARE program enrollees: exempts first $100 per month of electricity and gas charges.	X	X	X	X	X	X	may fall under "video"	X
Watsonville	5.5%: telecommunications / video; 6%: water, gas, electric	Gas and electric exemptions: a) PG&E CARE Program enrollees b) 65 years old or older and head of the household; c) Eligible for Social Security Administration's Supplemental Income Program for the Aged, Blind and Disabled	X	X	X	X		X	X	
Seaside	6%	a) 65 years old or older or b) Eligible for Social Security Administration's Supplemental Income Program for the Aged, Blind and Disabled	X	X	X	X		X		

Prepared by Keyser Marston Associates, Inc.
Filename: UUT estimate 2-6-26; applicability; 2/7/2026; dd: Page 6 of 9

At the March 3, 2026 Council meeting, staff also outlined funding options for critical city facility projects—a City Hall/Council Chamber, Police Department, and Fire Station—with total project costs of $69.25 million, of which roughly $19.3 million is partially funded, leaving about $49.98 million still needed. A second scenario added a Recreation Campus/Hillcrest project, raising total facility needs to $77.88 million with about $57.6 million remaining to be funded. (All figures are adjusted for an estimated 15% inflation assuming construction begins in 2027.)

Since the March 3, 2026 Council meeting, staff has further evaluated the options for a UUT in Marina, including potential rate(s), covered utilities, exemptions, and potential legal limitations.

As the Council has previously determined, the UUT would be a general tax, meaning that its revenues would be available for general municipal purposes. Accordingly, it would require only a simple majority (50% +1) vote to pass.

Summary of Fairbank, Maslin, Maullin, Metz & Associates (FM3) *Polling Results*

The City hired the survey research firm FM3 to gather resident viewpoints in a scientifically valid sampling of the community to evaluate public perception about critical services in the City and the potential for a UUT measure to address those critical needs. FM3 conducted a survey on the opinions of local funding for public facilities for the City of Marina. The survey interviewed 312 of the likely voters for the November 2026 election and was conducted through telephone and online interviews. Among other things, the survey tested the following proposed ballot question:

> **MARINA 911 EMERGENCY, PUBLIC SAFETY, COMMUNITY SERVICES MEASURE.** To ensure firefighters, paramedics, police officers response to emergencies/ natural disasters by funding police/fire stations; prevent disruptions to City services; provide safe play places for children, and provide general municipal services, shall the City of Marina's measure establishing a 7% utility users' tax, generating approximately $3,600,000 annually until ended by voters, be adopted, requiring low-income rates, public spending disclosure, audits, all funds spent locally, be adopted?

In general, the survey concluded:

- A UUT measure for the City of Marina is viable for the November 2026 ballot, as long as the City is committed to ongoing outreach and communications about the measure and its impacts.
- On the initial vote, support is very close to the majority vote threshold needed for passage.
- The total support is similar to results on past bond measures, but this measure requires only a simple majority of voter approval, not the two-thirds required for a bond measure.
- When voters are provided with additional information about the proposed measure. support for the measure jumps to 65% and it remains well above the majority vote threshold after simulating robust opposition messaging.
- After information and opposition, support is higher than in past surveys, bolstered by an increasing number of Marina voters who perceive that the City needs additional funding.
- There are several extremely high priorities for a potential measure, focused on services and outcomes from infrastructure investments, including:
    - Maintaining safe/clean drinking water
    - Emergency/natural disaster response
    - Public safety
    - Accessibility for disabled residents
    - Repairing streets and potholes
    - Preventing disruptions to City services

- It is also a high priority for voters that the measure includes fiscal accountability provisions such as spending disclosure, oversight and audits.
- An advisory measure does not seem to be necessary or helpful for the measure.
- There is more support for a 7% UUT with low-income rates or exemptions than for a flat rate of 5%.

ANALYSIS:

Based on previous direction from Council, and staff's evaluation of existing UUTs in nearby jurisdictions, staff recommends that a Marina UUT ordinance have the following applicability and exemptions:

- Applies to water, gas, electric, telecommunications (including mobile), and video (including cable, satellite, and streaming);[1]
- 7% blanket tax rate
- Exemptions for certain low income households and seniors, to be further determined by City Council (see table below for proposed specific exemption approaches)

The following table shows the projected revenues from a UUT tax with these features, including variations depending on exemption types:

Table 1
Estimated Utility User Tax (UUT) Revenue and Bond Capacity with a 7% Rate and Alternative Exemption Approaches
City of Marina, CA

Assumes water, gas, electric, telecommunications, video (including cable, satellite, streaming) subject to 7% UUT.

Approach to Exemptions or Reduction to UUT	Estimated %Marina Households Eligible [3]	Annual UUT Estimate with 7% UUT [1] ($Millions)			Preliminary Estimate of Bond Capacity [2] ($Millions)		
		Full Exemption from UUT	Half regular rate on all utilities (3.5% UUT)	Exempt for gas & electric	Full Exemption from UUT	Half regular rate on all utilities (3.5% UUT)	Exempt for gas & electric
Estimate with No Exemptions (for comparison)		*$4.4*			*$66.8*		
Low Income based on PG&E Care [4]	30%	$3.5	$4.0	$4.1	$53.3	$60.1	$62.3
Low Income (CARE)[4] and Seniors 65+ under $75,000 /yr	34%	$3.4	$3.9	$4.0	$50.9	$58.9	$61.0
Low Income (CARE)[4] and Seniors 65+ under $100,000 /yr	38%	$3.2	$3.8	$4.0	$48.9	$57.9	$60.3
Low Income (CARE)[4] and all Seniors 65+	46%	$2.9	$3.7	$3.8	$44.5	$55.7	$58.2

EXHIBIT A includes additional data from Keyser Marston showing the estimated per household costs for each exemption alternative.

If the City Council decides to pursue a UUT ordinance and measure, staff recommends that the Council direct it to bring back a draft resolution placing the measure on the ballot for Council

[1] Earlier staff presentations had not included cable, satellite, and streaming, based in part on staff's initial belief that administering and collecting taxes for these services would be difficult. However, upon further discussion with Keyser Marston, staff now understands that administering and collecting on these services is feasible. Thus, staff now recommends including these services in the UUT.

consideration at its July 7, 2026 meeting. The very last day to place any measure on the ballot for the November 2026 election is Friday, August 7, 2026, so the Council could potentially adopt the resolution at its August 3, 2026 meeting. However, staff recommends that the Council consider the resolution sooner in case changes need to be made or Council wants staff to provide additional information following the initial presentation of the draft resolution.

Future Actions

If the City Council directs staff to continue pursuing a UUT measure, staff will draft a resolution to present to the Council at its July 7, 2026 meeting, which will contain the ballot question and draft UUT ordinance. If adopted by the Council, the resolution will order the measure to be submitted to the voters at the November 3, 2026 general election.

FISCAL IMPACT:

There is no fiscal impact currently. If the voters approve the tax measure, the tax measure would generate substantial additional revenues, projected to range from $2.9 million to $ 4.1 million annually, depending upon exemptions included in the tax measure.

CONCLUSION:

Staff requests that the City Council provide definitive direction regarding the following questions:

- Does the City Council wish to direct staff to prepare a draft resolution and UUT ordinance to present at the next Council meeting? If so:
    - What utilities should be taxed?
    - At what rate(s)?
    - What specific exemption(s) should the ordinance include?

_____
Layne P. Long
City Manager
City of Marina

REVIEWED/CONCUR:

_____
René A. Ortega
City Attorney
City of Marina

2066302.8

EXHIBIT A

Table 1
Estimated Utility User Tax (UUT) Revenue and Bond Capacity with a 7% Rate and Alternative Exemption Approaches
City of Marina, CA

Assumes water, gas, electric, telecommunications, video (including cable, satellite, streaming) subject to 7% UUT.

Approach to Exemptions or Reduction to UUT	Estimated %Marina Households Eligible [3]	Annual UUT Estimate with 7% UUT [1] ($Millions)			Preliminary Estimate of Bond Capacity [2] ($Millions)		
		Full Exemption from UUT	Half regular rate on all utilities (3.5% UUT)	Exempt for gas & electric	Full Exemption from UUT	Half regular rate on all utilities (3.5% UUT)	Exempt for gas & electric
Estimate with No Exemptions (for comparison)		*$4.4*			*$66.8*		
Low Income based on PG&E Care [4]	30%	$3.5	$4.0	$4.1	$53.3	$60.1	$62.3
Low Income (CARE)[4] and Seniors 65+ under $75,000 /yr	34%	$3.4	$3.9	$4.0	$50.9	$58.9	$61.0
Low Income (CARE)[4] and Seniors 65+ under $100,000 /yr	38%	$3.2	$3.8	$4.0	$48.9	$57.9	$60.3
Low Income (CARE)[4] and all Seniors 65+	46%	$2.9	$3.7	$3.8	$44.5	$55.7	$58.2

Notes

(1) Estimates assume UUT applies to water, gas, electric, telecommunications, video (including cable, satellite, streaming). Internet cannot be taxed. Data on utility use by age or income is not available and thus average usage is assumed (with consideration of PG&E Care rates). The impact of exemptions may be less than estimated to the extent lower income and senior households spend less on utilities.

(2) Reflects preliminary estimates by the City's Municipal Advisor, Fieldman, Rolapp & Associates. KMA is not advising or recommending any action be taken by the City with respect to any prospective new or existing municipal financial products or issuance of municipal securities (including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues). KMA is not acting as a municipal advisor and does not assume any fiduciary duty, including, without limitation, a fiduciary duty pursuant to Section 15B of the Exchange Act.

(3) Estimated based upon data available from the California Low Income Oversight Board and U.S. Census data for the City of Marina.

(4) Assumes any household demonstrating they are under 200% of the federal poverty limit also qualifies for the low-income exemption (same criteria as PG&E Care).

Table 2A
Residential UUT Estimate Based on Estimated Per Household Utility Costs, With PG&E Care Exemption Approach
City of Marina, CA **DRAFT**

		Non-PG&E Care		PG&E Care [3]		All Households	
Number Households [1]		70%	5,789	30%	2,465	100%	8,254
Residential Utility Use							
Monthly Utility Cost		Avg per HH [2]	Total	Avg per HH [2]	Total	Avg per HH	Total
Electric		$166	$961,000	$90	$221,000	$143	$1,182,000
Gas		$74	$426,000	$59	$145,000	$69	$571,000
Water		$82	$475,000	$82	$202,000	$82	$677,000
Phone / Mobile		$110	$637,000	$110	$271,000	$110	$908,000
Video (streaming, cable, satellite)		$91	$527,000	$91	$224,000	$91	$751,000
Total Per Month		$523	$3,026,000	$431	$1,063,000	$495	$4,089,000
Annual Utility Cost			$36,300,000		$12,800,000		$49,100,000
Monthly UUT from Residential							
1% UUT	1%	$5.20	$30,300	$4.30	$10,600	$5.00	$40,900
5% UUT	5%	$26.10	$151,300	$21.60	$53,200	$24.80	$204,500
7% UUT	7%	$36.60	$211,800	$30.20	$74,400	$34.70	$286,200
7% UUT, Full Exemption	7%	$36.60	$211,800	$0.00	$0	$25.70	$211,800
7% UUT, 3.5% Rate	7%	$36.60	$211,800	$15.10	$37,200	$30.20	$249,000
7% UUT, PG&E Exemption	7%	$36.60	$211,800	$19.80	$48,800	$31.60	$260,600

(1) Reflects the number of occupied housing units per DOF as of January 1, 2025. See note 3 regarding estimated PG&E CARE participation.

(2) See Table 3 for information on estimated monthly cost per household.

(3) The percentage of households participating in PG&E CARE for Monterey County is estimated to be 28% based on data available from the Low Income Oversight Board. Data specific to Marina was not available. Marina was assumed to have a similar CARE Program rate of participation to the County as a whole. Assumes households that demonstrate they are under 200% of the federal poverty limit would also qualify (same criteria as PG&E Care).

Table 2B
Residential UUT Estimate Based on Estimated Per Household Utility Costs, With PG&E Care + Seniors <$75k Exemption Approach
City of Marina, CA **DRAFT**

		Non-PG&E Care / Non-Senior		PG&E Care + Seniors Under $75,000 [3]		All Households	
Number Households [1]		66%	5,410	34%	2,844	100%	8,254
Residential Utility Use							
Monthly Utility Cost		Avg per HH [2]	Total	Avg per HH [2]	Total	Avg per HH	Total
Electric		$166	$899,000	$100	$284,000	$143	$1,183,000
Gas		$74	$398,000	$61	$173,000	$69	$571,000
Water		$82	$444,000	$82	$234,000	$82	$678,000
Phone / Mobile		$110	$595,000	$110	$313,000	$110	$908,000
Video (streaming, cable, satellite)		$91	$492,000	$91	$259,000	$91	$751,000
Total Per Month		$523	$2,828,000	$444	$1,263,000	$496	$4,091,000
Annual Utility Cost			$33,900,000		$15,200,000		$49,100,000
Monthly UUT from Residential							
1% UUT	1%	$5.20	$28,300	$4.40	$12,600	$5.00	$40,900
5% UUT	5%	$26.10	$141,400	$22.20	$63,200	$24.80	$204,600
7% UUT	7%	$36.60	$198,000	$31.10	$88,400	$34.70	$286,400
7% UUT, Full Exemption	7%	$36.60	$198,000	$0.00	$0	$24.00	$198,000
7% UUT, 3.5% Rate	7%	$36.60	$198,000	$15.50	$44,200	$29.30	$242,200
7% UUT, PG&E Exemption	7%	$36.60	$198,000	$19.80	$56,400	$30.80	$254,400

(1) Reflects the number of occupied housing units per DOF as of January 1, 2025. See note 3 regarding estimated PG&E CARE participation.

(2) See Table 3 for information on estimated monthly cost per household. PG&E Care + Senior column utility costs reflects a weighted average of non-PG&E Care and PG&E Care rates.

(3) Estimated based upon data available from the California Low Income Oversight Board and U.S. Census data for the City of Marina.

Table 2C
Residential UUT Estimate Based on Estimated Per Household Utility Costs, With PG&E Care + Seniors <$100k Exemption Approach
City of Marina, CA **DRAFT**

		Non-PG&E Care / Non-Senior		PG&E Care + Seniors Under $100,000 [3]		All Households	
Number Households [1]		62%	5,130	38%	3,124	100%	8,254
Residential Utility Use							
Monthly Utility Cost		Avg per HH [2]	Total	Avg per HH [2]	Total	Avg per HH	Total
Electric		$166	$852,000	$106	$330,000	$143	$1,182,000
Gas		$74	$378,000	$62	$193,000	$69	$571,000
Water		$82	$421,000	$82	$257,000	$82	$678,000
Phone / Mobile		$110	$564,000	$110	$344,000	$110	$908,000
Video (streaming, cable, satellite)		$91	$467,000	$91	$284,000	$91	$751,000
Total Per Month		$523	$2,682,000	$451	$1,408,000	$496	$4,090,000
Annual Utility Cost			$32,200,000		$16,900,000		$49,100,000
Monthly UUT from Residential							
1% UUT	1%	$5.20	$26,800	$4.50	$14,100	$5.00	$40,900
5% UUT	5%	$26.10	$134,100	$22.50	$70,400	$24.80	$204,500
7% UUT	7%	$36.60	$187,700	$31.60	$98,600	$34.70	$286,300
7% UUT, Full Exemption	7%	$36.60	$187,700	$0.00	$0	$22.70	$187,700
7% UUT, 3.5% Rate	7%	$36.60	$187,700	$15.80	$49,300	$28.70	$237,000
7% UUT, PG&E Exemption	7%	$36.60	$187,700	$19.80	$62,000	$30.30	$249,700

(1) Reflects the number of occupied housing units per DOF as of January 1, 2025. See note 3 regarding estimated PG&E CARE participation.

(2) See Table 3 for information on estimated monthly cost per household. PG&E Care + Senior column utility costs reflects a weighted average of non-PG&E Care and PG&E Care rates.

(3) Estimated based upon data available from the California Low Income Oversight Board and U.S. Census data for the City of Marina.

Table 2D
Residential UUT Estimate Based on Estimated Per Household Utility Costs, With PG&E Care + All Seniors Exemption Approach
City of Marina, CA **DRAFT**

		Non-PG&E Care / Non-Senior		PG&E Care + All Seniors [3]		All Households	
Number Households [1]		54%	4,472	46%	3,782	100%	8,254
Residential Utility Use							
Monthly Utility Cost		Avg per HH [2]	Total	Avg per HH [2]	Total	Avg per HH	Total
Electric		$166	$743,000	$116	$439,000	$143	$1,182,000
Gas		$74	$329,000	$64	$242,000	$69	$571,000
Water		$82	$367,000	$82	$311,000	$82	$678,000
Phone / Mobile		$110	$492,000	$110	$416,000	$110	$908,000
Video (streaming, cable, satellite)		$91	$407,000	$91	$344,000	$91	$751,000
Total Per Month		$523	$2,338,000	$463	$1,752,000	$496	$4,090,000
Annual Utility Cost			$28,100,000		$21,000,000		$49,100,000
Monthly UUT from Residential							
1% UUT	1%	$5.20	$23,400	$4.60	$17,500	$5.00	$40,900
5% UUT	5%	$26.10	$116,900	$23.20	$87,600	$24.80	$204,500
7% UUT	7%	$36.60	$163,700	$32.40	$122,600	$34.70	$286,300
7% UUT, Full Exemption	7%	$36.60	$163,700	$0.00	$0	$19.80	$163,700
7% UUT, 3.5% Rate	7%	$36.60	$163,700	$16.20	$61,300	$27.30	$225,000
7% UUT, PG&E Exemption	7%	$36.60	$163,700	$19.80	$75,000	$28.90	$238,700

(1) Reflects the number of occupied housing units per DOF as of January 1, 2025. See note 3 regarding estimated PG&E CARE participation.

(2) See Table 3 for information on estimated monthly cost per household. PG&E Care + Senior column utility costs reflects a weighted average of non-PG&E Care and PG&E Care rates.

(3) Estimated based upon data available from the California Low Income Oversight Board and U.S. Census data for the City of Marina.

Table 3
Per Household Utility Cost Estimate
City of Marina, CA **DRAFT**

	Full PG&E Rates	PG&E Care Program Rate	
Electric			
Average Usage per Household Per Month, Marina [1]	384	384	kWh, Marina-specific data
Cost per kWh [2]	$0.37	$0.22	
Average Cost Per Month for Usage	$142	$84	
Base Services Fee	$24	$6	
Estimated Average Monthly Electric Cost	$166	$90	avg (will vary seasonally)
Gas Cost			
Average Usage per Household Per Month [1]	30.417	30.417	Therms, Marina-specific data
Cost per Therm	$2.42	$1.93	PG&E Tier 1 rate as of 2/1/26
Estimated Average Cost Per Month	$74	$59	avg (will vary seasonally)
Total Electric and Gas	$240	$148	avg (will vary seasonally)
Water [3]	$82	$82	Per MCWD
Phone / Mobile Providers [4]	$110	$110	
Streaming / Cable TV / Direct TV	$91	$91	uses local + national data (5)
Internet	not included	not included	Not allowed to apply UUT
Estimated Utility Cost Subject to UUT	**$523**	**$431**	

Notes:

(1) Reflects average usage for residential customers in Zip Code 93933 for 2025 as reported by PG&E.

(2) Adjusts current rates to account for estimated effect of recent changes to PG&E rate structure, with a higher base fee but lower usage rates.

(3) Estimate provided by MCWD for typical single family home in Marina.

(4) Reflects average U.S. household expenditure per DoxoInsights of $120 per month, adjusted to $110 to provide a conservative estimate given Marina-specific data is not available.

(5) Average per household expenditure for Cable and Direct TV ($45 per month) is calculated from 2025 gross revenues for the City of Marina derived from Franchise Fee collections. Data on per household streaming service expenditures ($46 per month) reflects a national average reported by Forbes.

Table 4
Commercial Utility User Tax Estimate
City of Marina, CA **DRAFT**

	Commercial	Note
Electric		
Aggregate Annual Commercial Electric Use	43,000,000	Extrapolated from one month of use data per PG&E (other months not disclosed)
Estimated Average Cost per kWh [(2)]	$0.25	Blended commercial/industrial rate assumption
Estimated Total Annual Cost	$10,750,000	
Gas Cost		
Aggregate Annual Gas Use - 2025	908,000	Therms, actual use for Marina per PG&E
Cost per Therm [(2)]	$2.00	Blended commercial rate assumption
Estimated Average Cost Per Month	$1,816,000	
Water [(3)]		
Total Annual Water Sales	$17,755,955	2024-25 CAFR for MCWD
Portion of Water Use in City of Marina	53%	Calculated from MCWD data on consumption by area.
Estimated water sales in City of Marina	$9,452,000	Total x 53%
Less: Portion Included in Residential Estimate	($8,124,000)	Monthly Estimate from Table 2 x 12
Estimated Commercial Water Use	$1,328,000	Balance of estimated Marina water sales
Phone / Mobile, Cable, Internet, Streaming	not estimated	Likely more limited expense for commercial customers.
Estimated Aggregate Commercial Utility Cost	**$13,894,000**	
Annual UUT - Commercial @1%	$140,000	
Annual UUT - Commercial @5%	$690,000	
Annual UUT - Commercial @7%	$970,000	

Table 5
Utility User Tax Applicability and Exemptions for Nearby Cities
City of Marina, CA

			Applicability of Utility User Tax							
City	**UUT Rate**	**Exemptions**	**Gas**	**Electric**	**Phone / Mobile**	**Water**	**Sewer**	**Cable**	**Streaming**	**Waste Services**
Monterey	2% Residential 5% Non-Residential	Any person using electrical and gas services who qualifies for and participates in the local electrical and gas corporation “Low Income Rate Assistance” program (LIRA).	X	X	X	X				
Pacific Grove	5%	Enrolled in Social Security Administration's Supplemental Security Income Program for the Aged, Blind and Disabled (Title XVI, Social Security Act, as amended) and have household income less than $12,000 per year.	X	X	X	X		X		
Salinas	6%: electric, gas, water 5% phone, cable	Head of a household is sixty-five years old or older.	X	X	X	X		X	may fall under "video services"	
Santa Cruz	8.50%	Seniors and PG&E CARE program enrollees: exempts first $100 per month of electricity and gas charges.	X	X	X	X	X	X	may fall under "video"	X
Watsonville	5.5%: telecommunications / video; 6%: water, gas, electric	Gas and electric exemptions: a) PG&E CARE Program enrollees b) 65 years old or older and head of the household; c) Eligible for Social Security Administration’s Supplemental Income Program for the Aged, Blind and Disabled	X	X	X	X		X	X	
Seaside	6%	a) 65 years old or older or b) Eligible for Social Security Administration’s Supplemental Income Program for the Aged, Blind and Disabled	X	X	X	X		X		

June 11, 2026 Item No. **13b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 16, 2026

CITY COUNCIL TO RECEIVE PRESENTATION FROM TRIPEPI SMITH REGARDING THE COMMUNITY FEEDBACK FORM AND PROVIDE DIRECTION TO STAFF REGARDING RESERVATION ROAD AND DEL MONTE BOULEVARD CORRIDORS AND DEL MONTE AND RESERVATION INTERSECTION IMPROVEMENTS.

REQUEST:
It is requested that the City Council:

1. Receive an informational update and presentation from Tripepi Smith regarding the community feedback form results; and
2. Receive presentation from Kimley-Horn regarding roundabout designs, traffic flow and traffic safety; and
3. Provide directions to city staff regarding short- and long-term improvements to downtown Marina, including pedestrian and bicyclist improvements and other enhancements to the Reservation Road and Del Monte Boulevard corridors and the Del Monte and Reservation intersection.

DISCUSSION:
One of the City Council's priorities has been making improvements to Downtown Marina. In 2025 the City Council approved a new streetscape plan for Del Monte Boulevard that includes new median improvements from Highway 1 to Reservation Road which includes future roundabouts at the Reindollar and Palm Avenue intersections. The Del Monte Boulevard median improvements were put on temporary hold pending community workshops and outreach regarding a roundabout at the Del Monte-Reservation Road intersection and potential new streetscape plan along Reservation Road from Del Monte to California Ave that includes traffic calming, new bicycle and pedestrian improvements and roundabouts.

Staff needs direction whether to move forward with the proposed roundabout design at Del Monte and Reservation intersection or to make improvements to the existing signal and pedestrian crossing.

(EXHIBIT A) contains the Executive Summary of the Downtown Community Outreach form that will be presented.

The following is information from previous community workshops and meetings:

- **(EXHIBIT B)** May 2025: Council presentation by Kimley-Horn on the Reservation Road corridor study.
- **(EXHIBIT C)** March 24: "From Vision to Action: Shaping Marina Together" in-person workshop facilitated by Tripepi Smith; 52 residents present.
- **(EXHIBIT D)** April 21: Presentation to Council by Tripepi Smith on findings from the March 24 workshop.
- **(EXHIBIT E)** May 19: Adoption of the Vision Zero Safety Action Plan

CONCLUSION:
This request is submitted for City Council consideration and comment.

Cyrah Caburian
Executive Assistant
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

Attachments:
Exhibit A – City of Marina Downtown Community Outreach Summary
Exhibit B – Kimley-Horn Reservation Road Corridor Study
Exhibit C – "From Vision to Action: Shaping Marina Together" Presentation
Exhibit D – Tripepi Smith Presentation on March 24 Workshop
Exhibit E – TAMC Vision Zero Safety Action Plan

Executive Summary

Between March-June 2026, the City of Marina led a community outreach campaign to gather public input on the community's priorities for the future of downtown Marina. This effort centered on how residents would like to see the city go "from vision to action" in implementing the adopted Downtown Vitalization Specific Plan.

Partnering with Tripepi Smith and other consulting partners, the City hosted an in-person community workshop on March 24 and opened an online feedback form from May 26-June 9. The City promoted these opportunities across its communications channels, including in its monthly e-newsletter, website, social media (boosted posts), printed flyers and public meeting announcements.

Overall, the city received a robust response from the community: 52 residents attended the workshop, and 231 respondents completed the feedback form. Taken together, the feedback provides valuable insights into the community's priorities for the Reservation Road and Del Monte Boulevard corridors and vision for a vibrant, safe and welcoming downtown.

Summary of Feedback

Across both the workshop and the feedback form, residents expressed a strong desire to transform the Del Monte Boulevard and Reservation Road corridors from car-centric thoroughfares into a more cohesive, welcoming downtown. The following themes emerged as the top community priorities:

- **Creating Gathering Spaces**: A significant majority of form respondents (69.7%) said it is "very important" to create a downtown where people can gather and socialize rather than just drive through. Workshop participants echoed this, requesting town squares, plazas and spaces for community events like farmers markets and festivals.

- **Improving Aesthetics and Streetscapes:** Enhancing streetscapes and aesthetics was identified as the top priority for the next 1-5 years by 66.2% of form respondents. Both workshop attendees and form respondents noted that the current environment is dominated by large parking lots and lacks visual appeal, emphasizing the need for more tree planting, landscaping and façade improvements.

- **Pedestrian and Bicycle Safety as a Core Priority:** Making the area safer for non-vehicular traffic is widely supported. In the form, 62.8% of respondents rated making downtown more walkable and bike-friendly as "very important". To increase the sense of safety, 52.4% of form respondents want safer crosswalks, 46.3% want dedicated bike lanes, and 40.3% requested wider sidewalks. Workshop participants similarly prioritized better multimodal connections and highly visible pedestrian crossings.

- **Traffic Calming:** A combined 66.7% of form respondents strongly support or support reducing traffic speeds to improve pedestrian and bicycle safety.

- **Divergent Views on Intersection Design and Roundabouts**: While there is majority consensus on slowing traffic, the mechanisms for doing so remain a point of debate. Workshop participants demonstrated limited support for roundabouts, frequently expressing a preference for traditional signalized intersections. In the online form, 51.9% of respondents cited “potential to improve traffic flow” as a primary influence in their opinion of roundabouts., while 49.8% of respondents cited "concerns about driver confusion” as a primary influencer. When asked directly about using roundabouts as a circulation tool downtown, the form revealed polarized opinions that leaned overall towards support: 35.9% strongly support them, while 20.8% strongly oppose them.

- **Thoughtful Development and Business Expansion**: The community wants an influx of new businesses but prefers to maintain Marina's unique, approachable scale. When asked what businesses they want most, form respondents overwhelmingly chose restaurants and cafés (76.2%), followed by arts, cultural, and family-friendly spaces (58.4%), and entertainment/nightlife (48.1%). Workshop discussions highlighted a preference for "horizontal mixed-use" development. Residents advised against overly dense or urbanized vertical developments, suggesting that any vertical mixed-use be limited to preserve visual openness and the city's character.

- **Strategic Implementation and Next Steps**: A recurring theme in the workshop was the community's desire to see visible action in the near term. Because larger infrastructure overhauls require long-term planning and funding, residents are eager for shorter-term, lower-cost improvements such as streetscape beautification, improved lighting and enhanced crosswalk striping.

Conclusion & Recommendations

The workshop and feedback form reinforced a clear direction from the community: future improvements to the Reservation Road and Del Monte Boulevard corridors should prioritize safety, walkability and overall quality of experience, while remaining consistent with Marina’s character. Residents also emphasized the importance of taking action in the near term, alongside continued planning for larger, long-term investments.

To effectively address community hesitation regarding roundabouts, the City should implement a multi-pronged educational campaign focused on building trust and familiarity. This approach should prioritize transparent data sharing and visual simulations to clearly demonstrate the safety and traffic flow benefits of any proposed changes. Additionally, targeted public awareness initiatives should be launched to educate residents on the rules of navigating roundabouts. Finally, for any future roundabout projects downtown, a phased rollout that includes temporary "quick-build" demonstrations could allow the community to comfortably experience the new traffic patterns before any permanent infrastructure is constructed.

The input from this outreach effort will help inform the City’s ongoing efforts to refine priorities, evaluate options and consider next steps in a way that reflects community values and supports a vibrant, functional downtown.

EXHIBIT B

Reservation Road Corridor Study

May 2025

CITY OF MARINA

Kimley»Horn

Downtown Vitalization Specific Plan

- Goal M-1:
  - Mobility - A downtown with safe and efficient pedestrian and vehicular circulation that encourages people to gather, walk, cycle, or use public transportation.

- Policy M-1.17
  - Support the implementation of roundabouts and lane reductions on Del Monte Boulevard. Similarly, continue to evaluate the *feasibility of lane reductions on Reservation Road to calm the flow of traffic* and further the City's goal of creating more inviting streetscapes.

Reservation Corridor Study Objectives

Determine an optimal Reservation Road streetscape design to achieve the vision and goals of downtown Marina

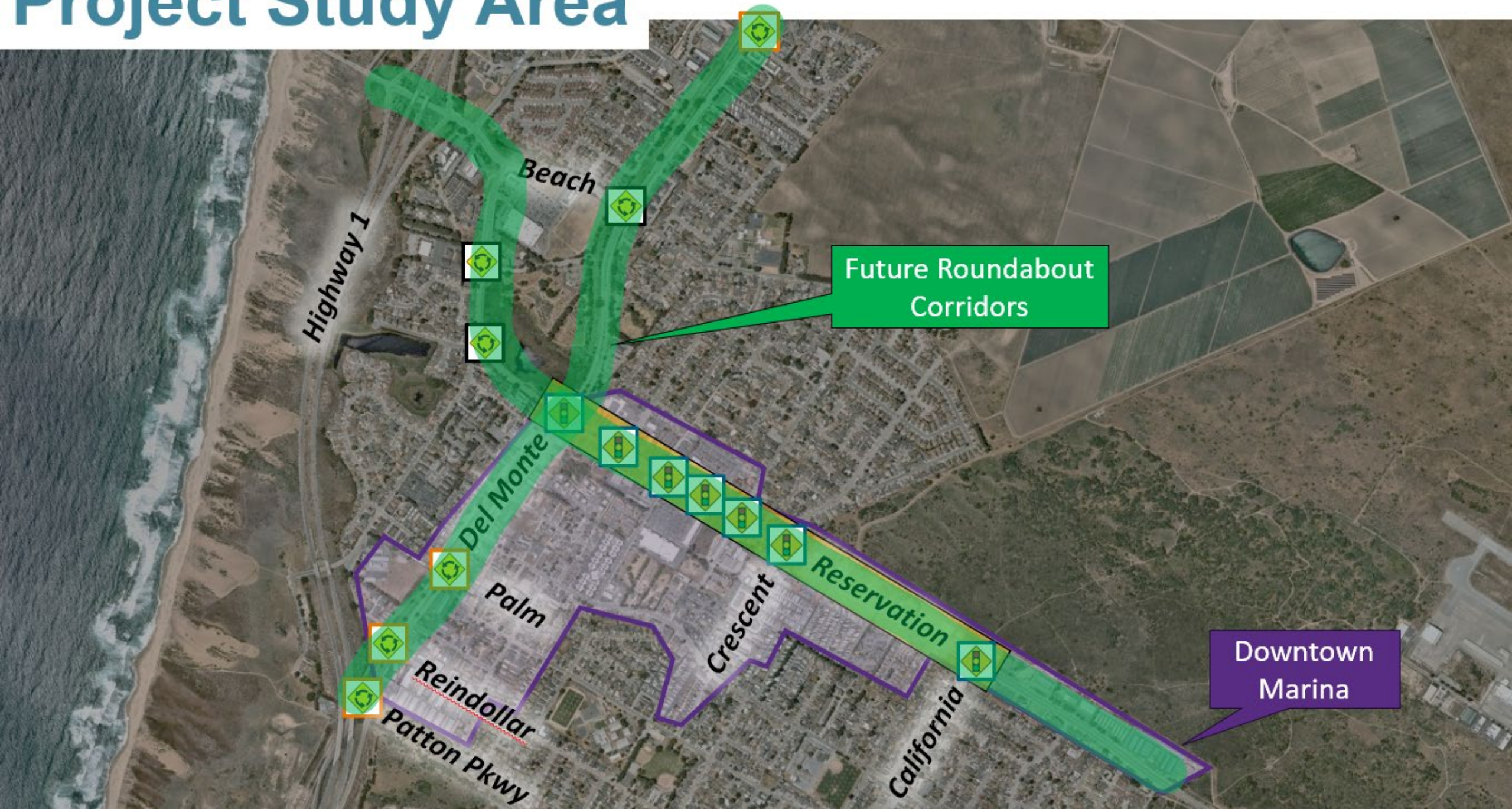
1. Test the feasibility of roundabouts along the corridor
2. Enhance access and safety for all users
3. Create a thriving downtown environment consistent with the Downtown Specific Plan
4. Maintain acceptable traffic operations

Corridor Study Overview

1. Corridor Alternatives (Signal vs Roundabout)
2. Corridor Analysis Results
3. Recommendations

Project Study Area

Project Study Area



1. Corridor Alternatives

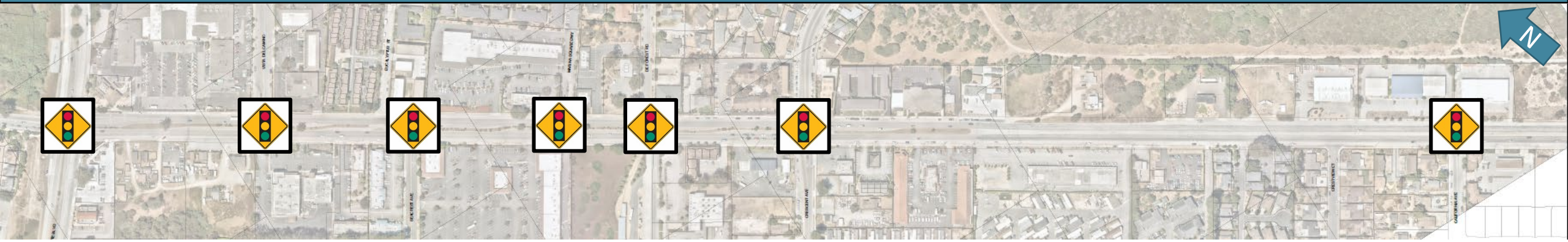
1. History of Del Monte/Reservation & Reservation Rd Corridor

2. Signal Control (Analysis from 2019 Downtown SP Study)
   - 4 Lane Road
   - 2 Lane Road

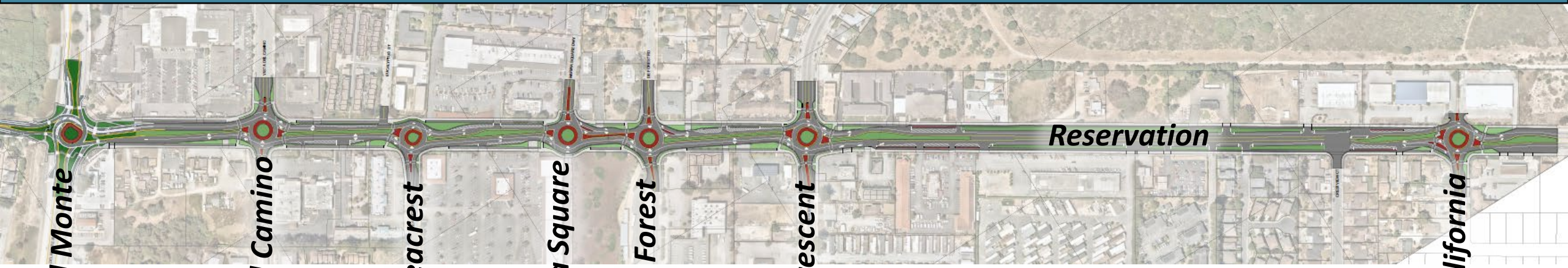
3. Roundabout Control (Current Study)
   - 2+ Lane Road
   - 4 Lane Road
   - 2 Lane Road (Interim Solution)

Corridor Alternatives

Signal Control – Option 1



Roundabout Control – Option 2



Del Monte

Vista Del Camino

Seacrest

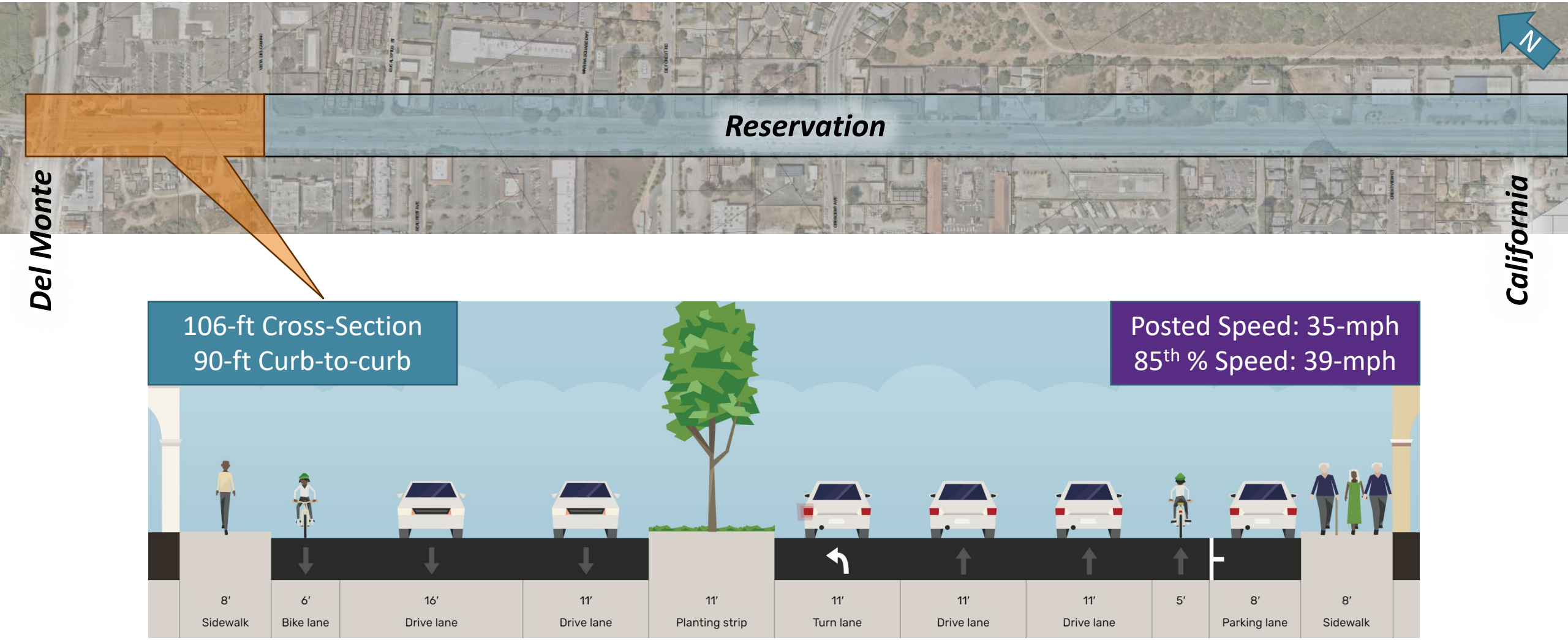
Marina Square

De Forest

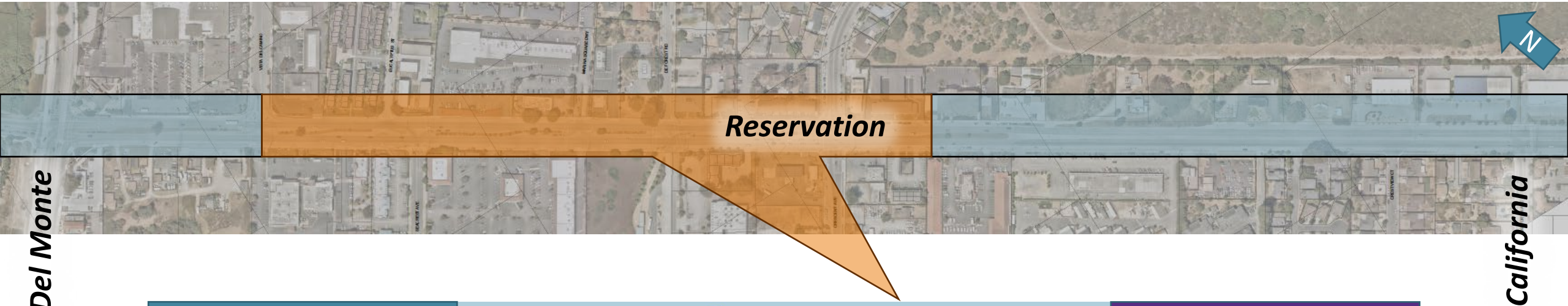
Crescent

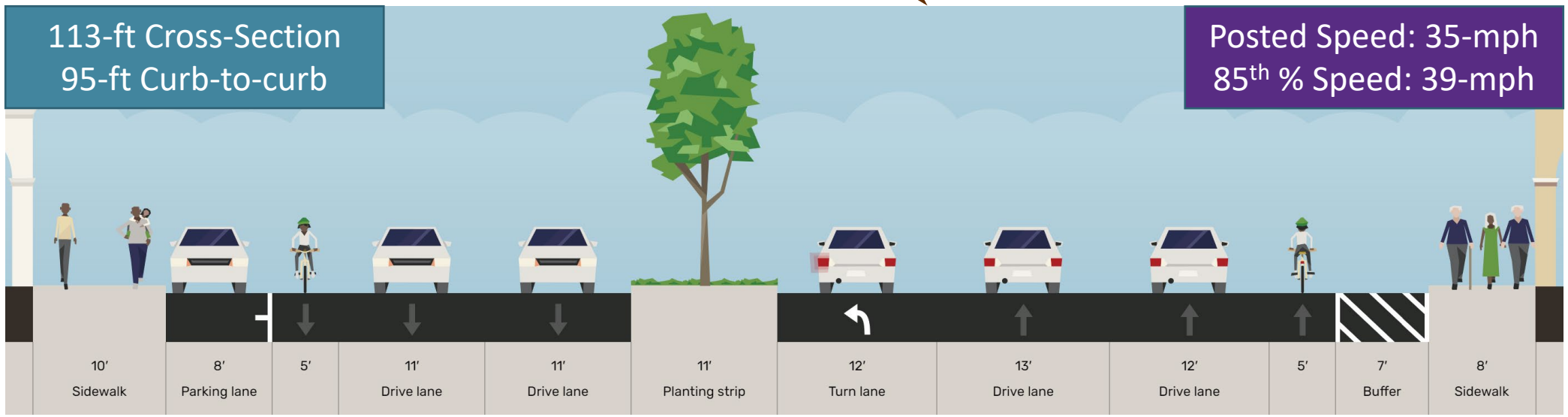
California

Signal Corridor (4-Lane Existing)
Del Monte to Vista Del Camino

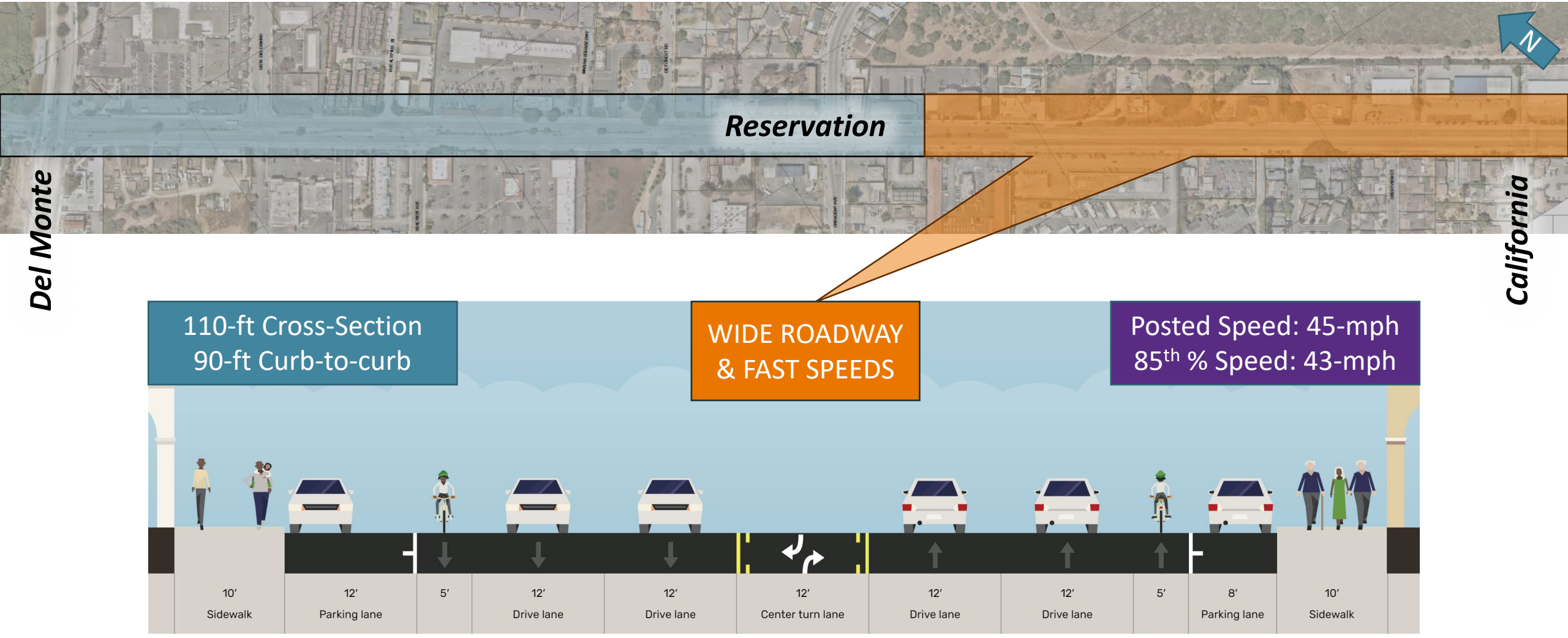


Signal Corridor (4-Lane Existing)
Vista Del Camino to Crescent

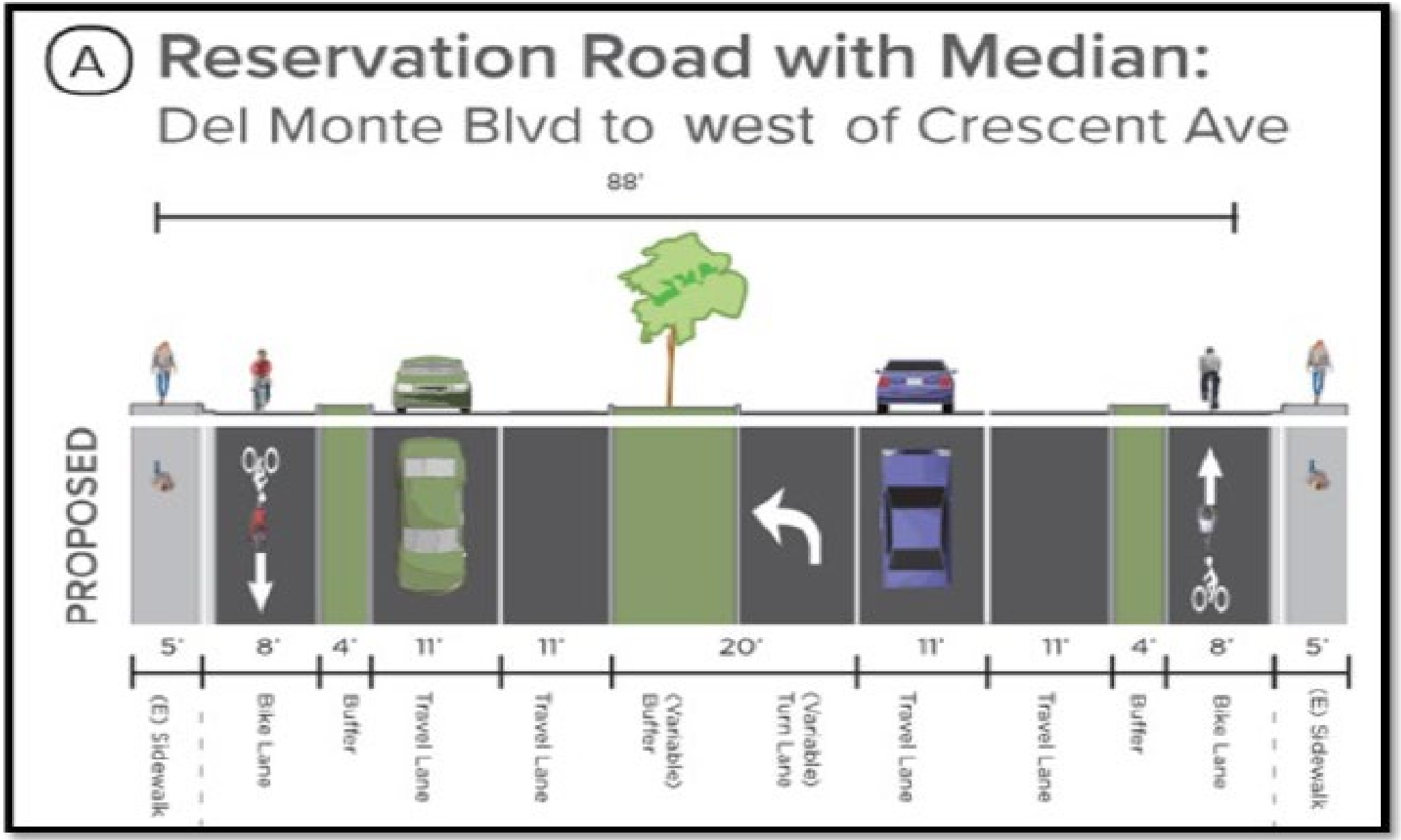




Signal Corridor (4-Lane Existing) Crescent to California



Downtown Specific Plan – Mobility



Downtown Specific Plan – Mobility

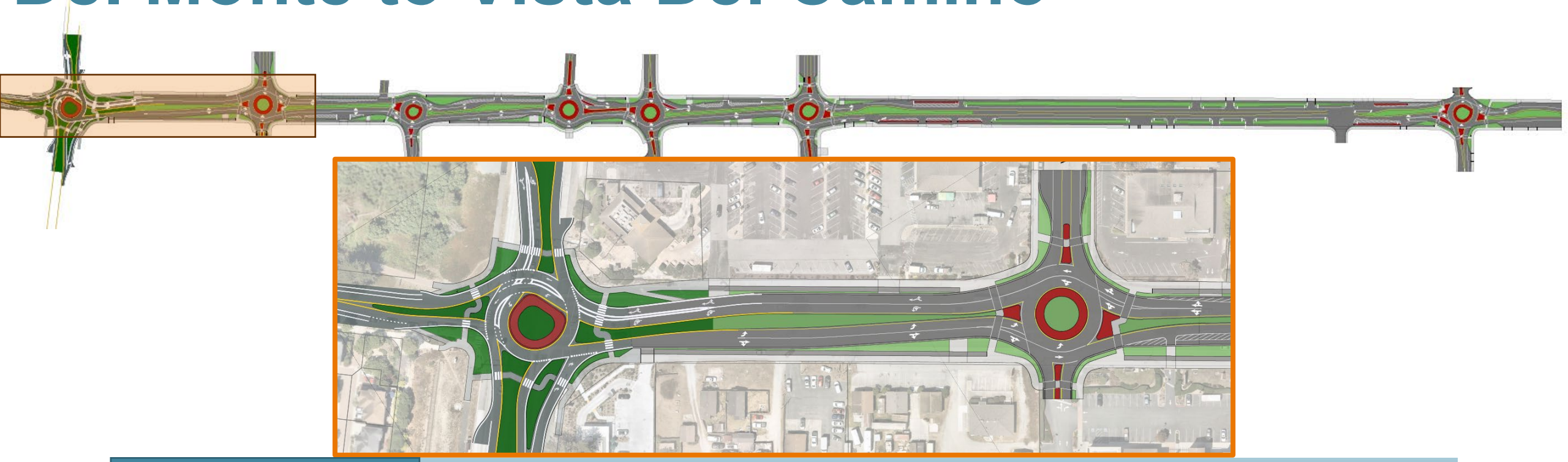
Table 5-2.

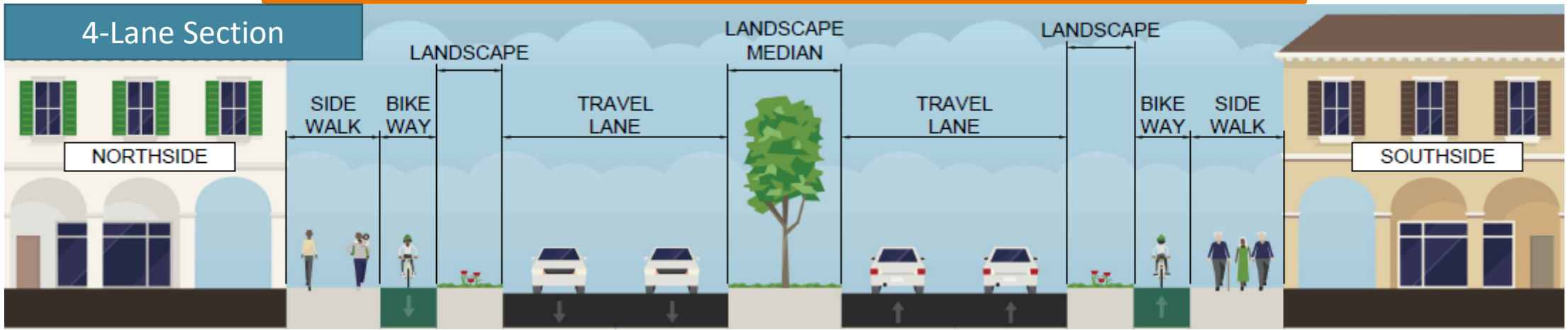
Speed Reduction Measure	Description
Road Width Reduction /Road Diet	Reducing the number and width of traffic lanes
Raised Median Island or Refuge Island	Raised island in the road center (median) narrows lanes and provides pedestrian with a safe place to stop while crossing wide streets.
Curb Extensions/Neckdowns/ Bulb-outs	Curb extensions at intersections that reduce the roadway width from curb to curb thereby reducing pedestrian crossing distance and slowing traffic.
Speed Tables/Raised Crosswalks	Ramped surface above roadway requiring drivers to slow while crossing pedestrian areas.
Reduced Corner Radii	The radius of street corners affects traffic turning speeds. A tighter radius forces drivers to reduce speed to safely make the turn.
Rumble Strips	Low bumps across road make noise when driven over
Roundabouts	Medium to large traffic circles requiring traffic to slow while navigating an intersection.
Pavement Treatments/Pavement Textures	Pavement treatments such as cobbles or bricks and markings to designate pedestrian oriented areas.
Bicycle Lanes	Marking bicycle lanes narrows traffic lanes, causing vehicles to slow
Perceptual Design Features	Patterns painted into road surfaces and other perceptual design features that encourage drivers to reduce their speeds
Street Trees and Landscaping	Planting trees or landscaping along a street visually narrows the street, thereby reducing vehicle speed
Reduced Speed Limits	Reduction of posted speed limits and enforcement of posted speed limits.
On-Street Parking	On-street parking (diagonal or parallel) can serve as a highly effective way to slow traffic in main street and neighborhood environments
Elimination of Turn Lanes	Turn lanes facilitate vehicular movement across pedestrian rights-of-way during walk cycles. Eliminating dedicated turn lanes can improve pedestrian safety by encouraging drivers to stop completely before making a turn.

Features incorporated with roundabout corridor

Roundabout Corridor
Del Monte to Vista Del Camino

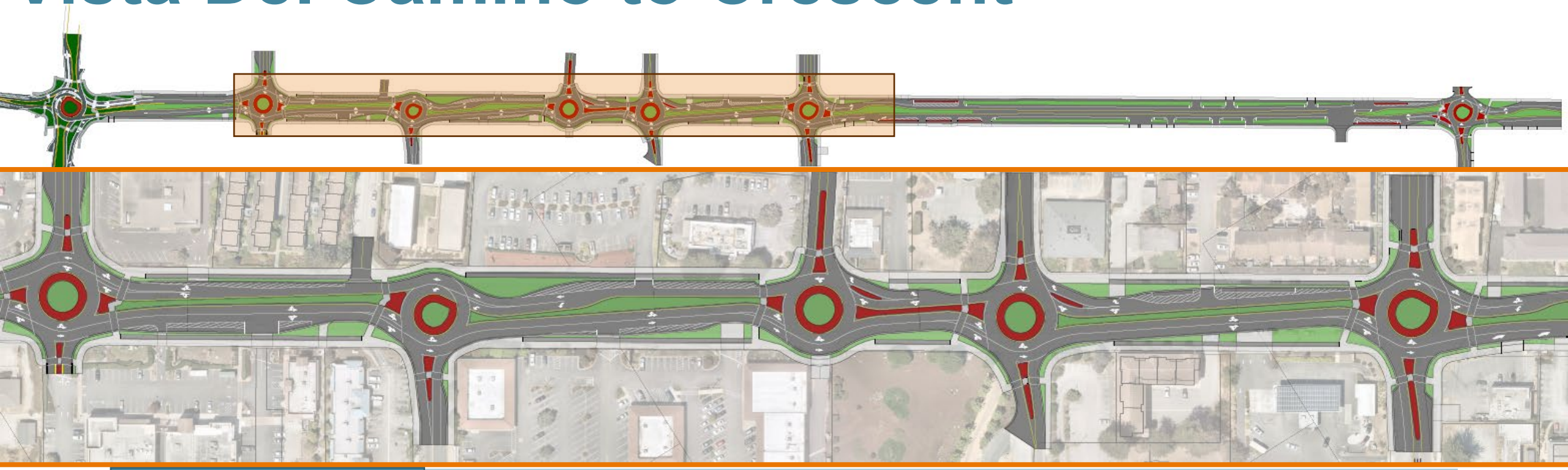
CONCEPT LAYOUT FOR ILLUSTRATIVE PURPOSES

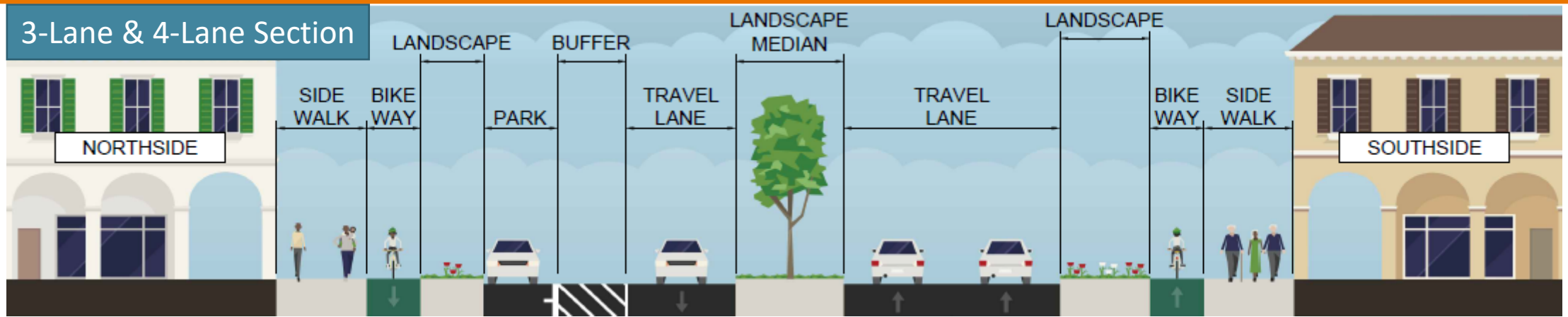




Roundabout Corridor
Vista Del Camino to Crescent

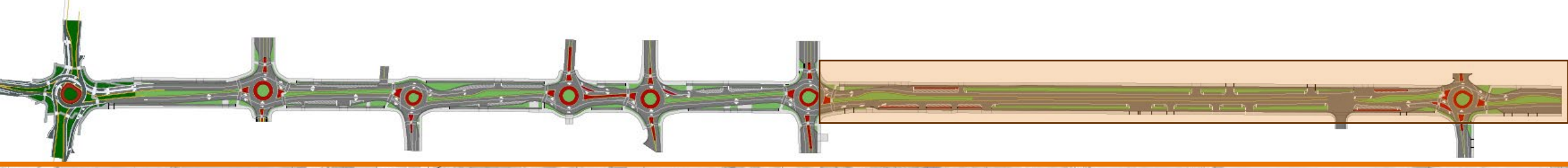
CONCEPT LAYOUT FOR ILLUSTRATIVE PURPOSES

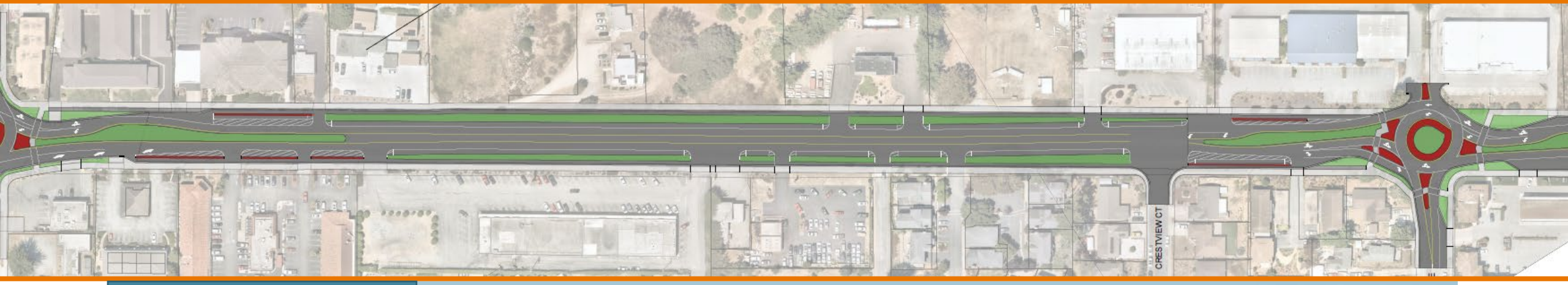


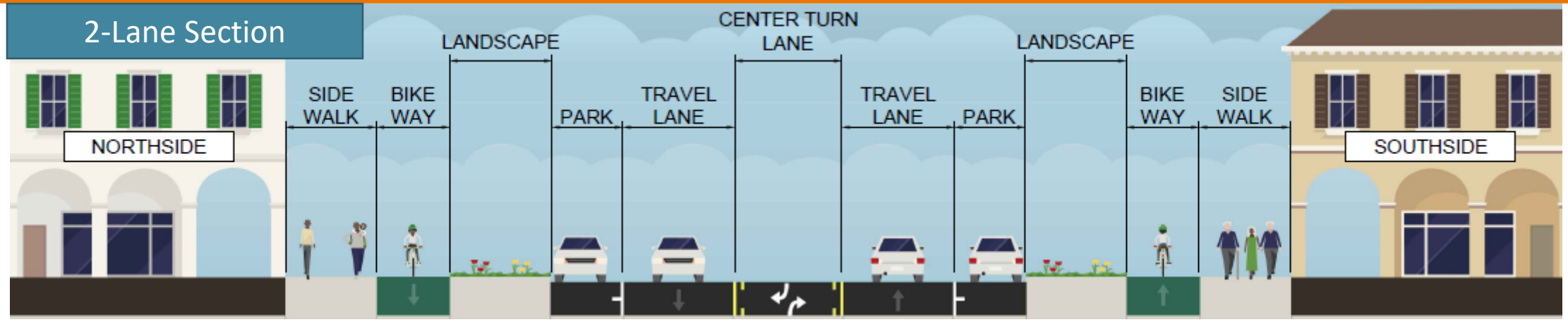


Roundabout Corridor
Crescent to California

CONCEPT LAYOUT FOR ILLUSTRATIVE PURPOSES

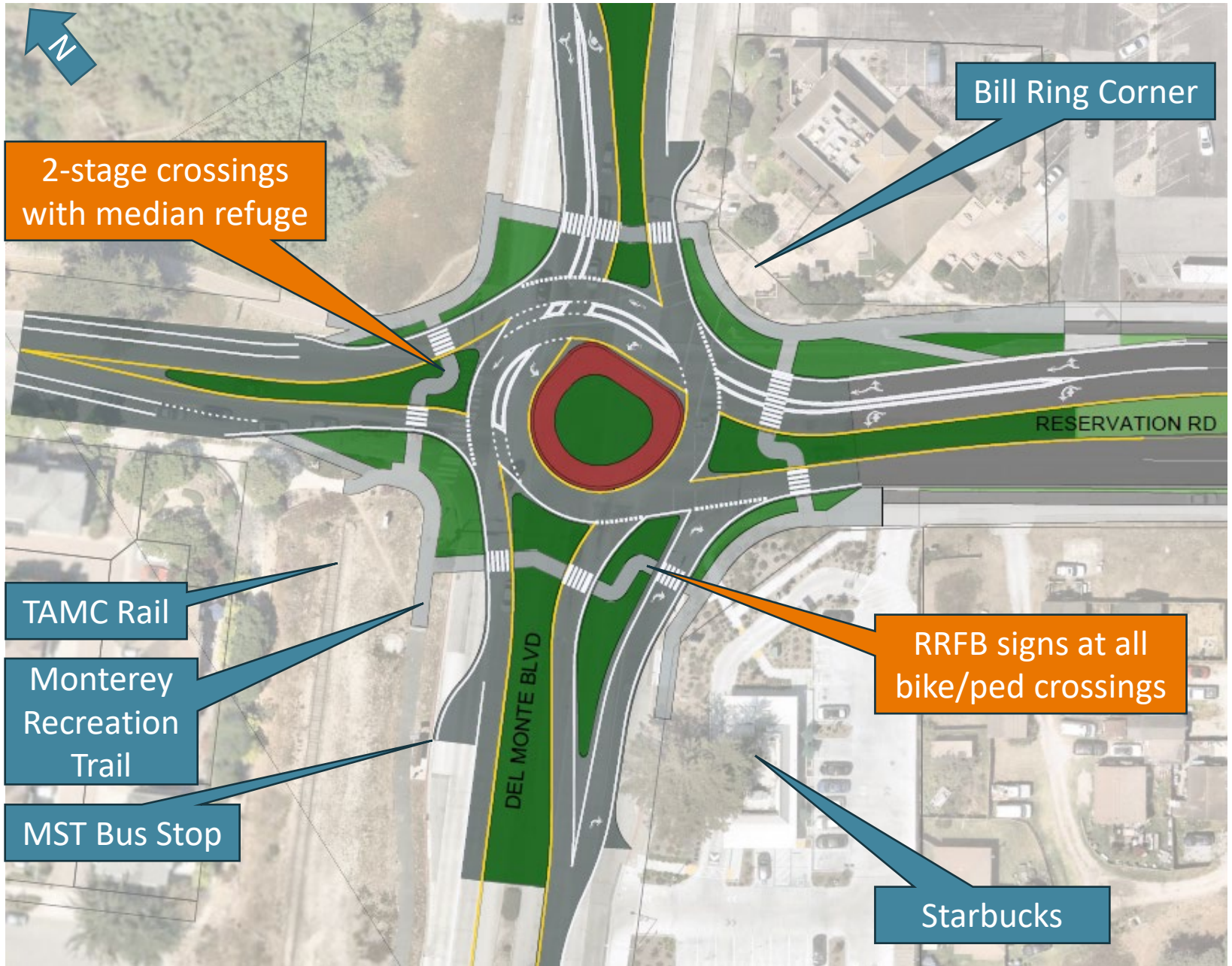






Del Monte / Reservation

CONCEPT LAYOUT FOR ILLUSTRATIVE PURPOSES



2. Corridor Analysis Results

Traffic Operations

- 2040 AM & PM Peak Volumes
  - Includes Downtown Specific Plan

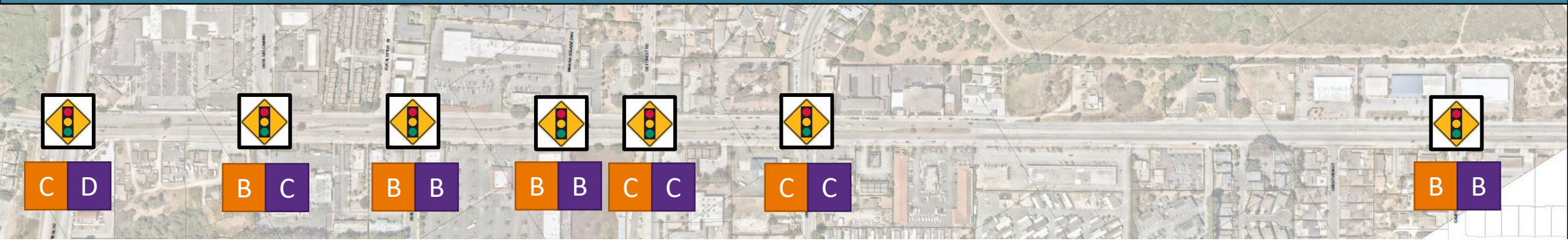
- Traffic simulation model and analysis using SIDRA & VISSIM
  - Ideal tool for roundabout vs signal comparison
  - Intersection vehicle delay, queues, level of service
  - Roadway travel times, speeds
  - Model bike, pedestrian, transit activity

Operations Summary

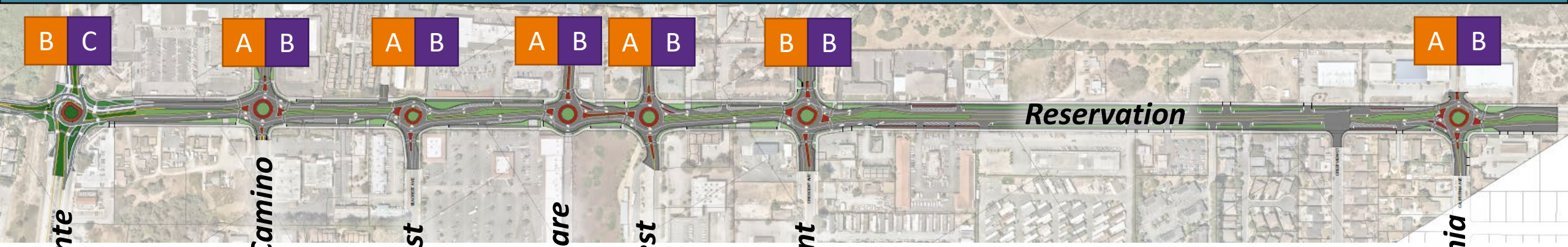
AM LOS | PM LOS

LOS Ranking A to F
LOS D is City Standard

Signal Control – Option 1



Roundabout Control – Option 2



Del Monte

Vista Del Camino

Seacrest

Marina Square

De Forest

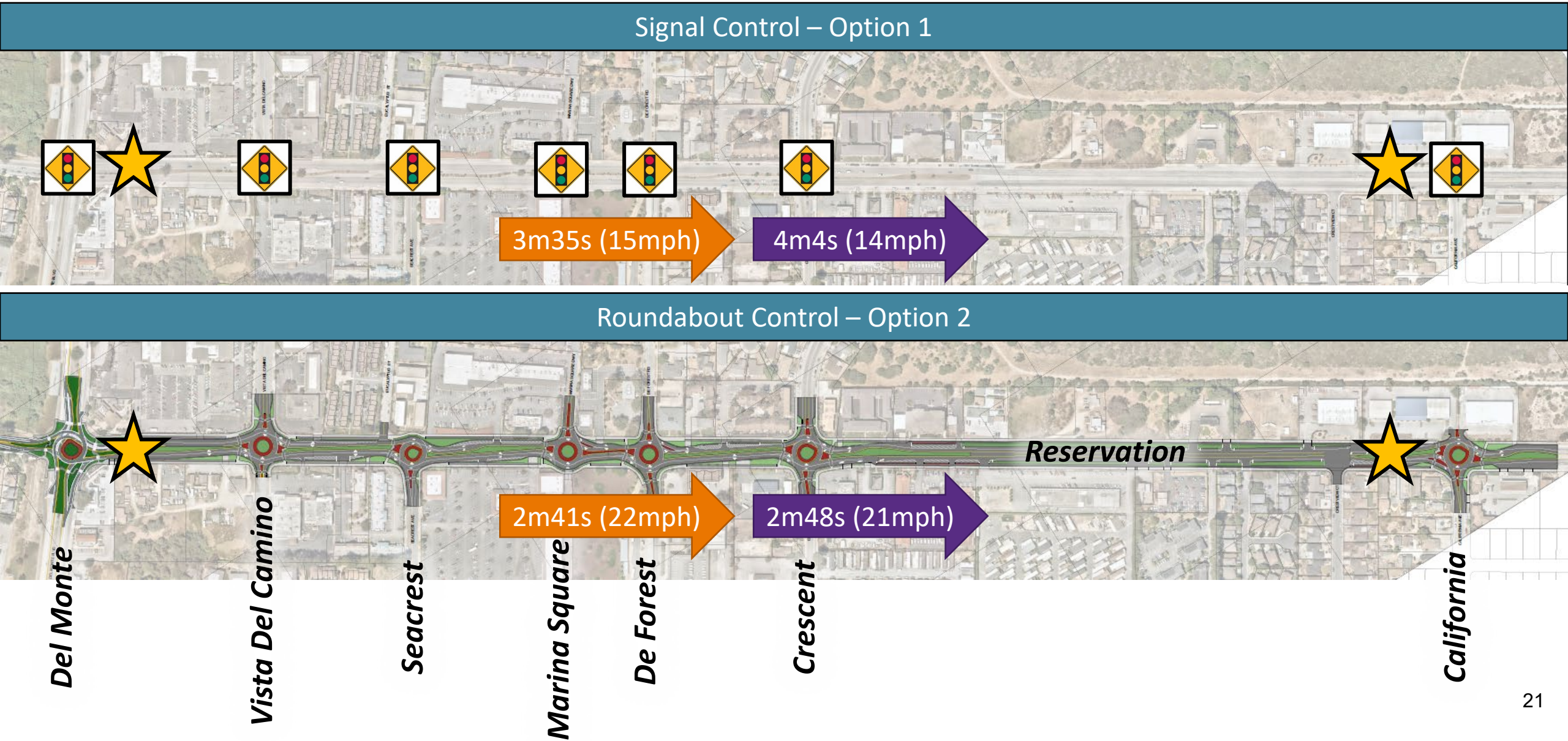
Crescent

California

Average Travel Times (Eastbound)

AM | PM

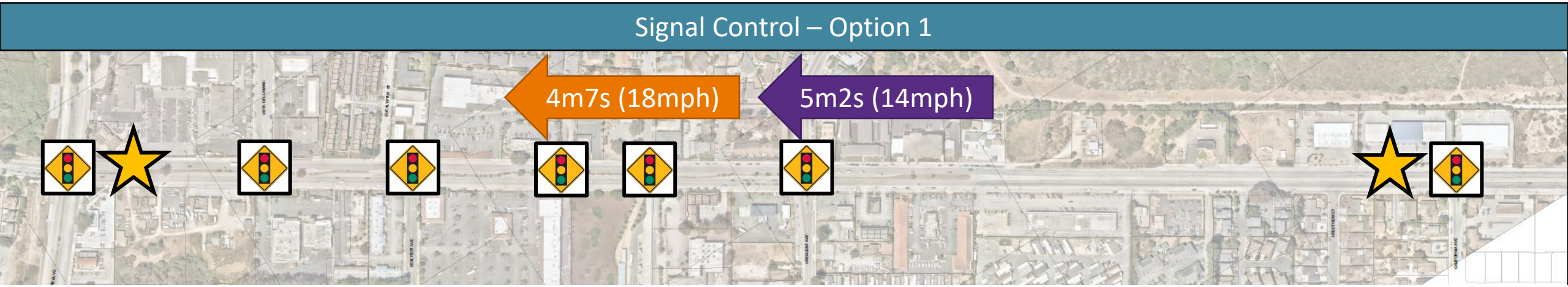
1-Mile Corridor

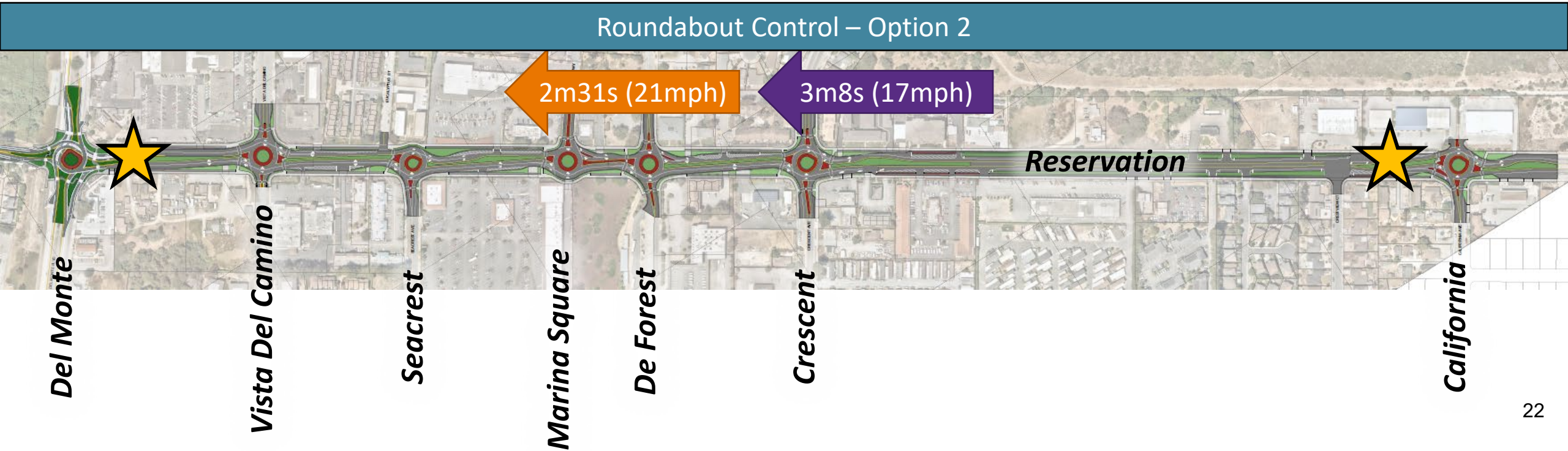


Average Travel Times (Westbound)

AM | PM

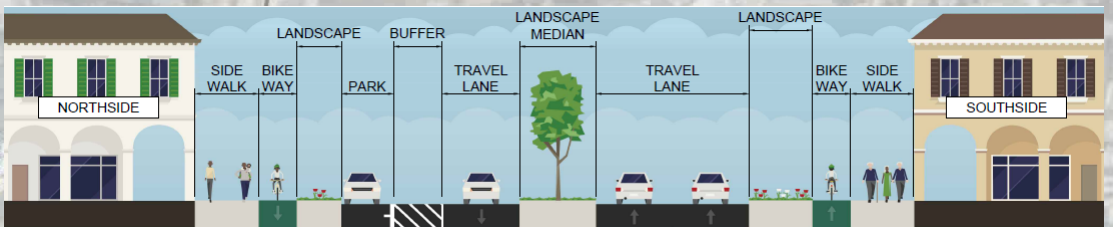
1-Mile Corridor





VISSIM Simulations

Year 2040 PM Peak



3. Recommendations

Corridor Summary – Safety

Criteria	Signal Option	Roundabout Option	Notes
Collision Severity Potential	High	Low	Signal: High speed, 32 vehicle conflict points at intersection RAB: Low Speed, 8 vehicle conflict points at intersection
Bicycle Access Improvement	Moderate	High	Signal: Protected Class II & IV facilities RAB: Separated Class I & IV facilities
Pedestrian Access Improvement	Moderate	High	Signal: Long crossing exposure in road RAB: Shorter crossing exposure & 2-stage crosswalk movements
Downtown SP Consistency for Traffic Calming	Moderate	High	RAB: Provides lane reductions, bulb-outs, landscaping, reduced speeds
Downtown SP Consistency for Active Transportation	Moderate	High	RAB: Reduced speeds accommodate bike, ped, and transit use on corridor

Corridor Summary – Operations

Criteria	Signal Option	Roundabout Option	Notes
Vehicle Delay	Moderate	Moderate	Signal: Standing queues RAB: Moving queues
Travel Time Along Corridor	Moderate	Low	Signal: Standing queues RAB: Moving queues
Transit & Emergency Vehicle Access Improvement	Moderate	Moderate	Transit and Emergency access maintained
Driver Adaptation Time	Low	Moderate	Signal: Existing condition RAB: Installed on other city streets
Driveway Impacts	Low	Moderate	Signal: Existing driveways maintained RAB: Right turn only access

Corridor Summary – Economic

Criteria	Signal Option	Roundabout Option	Notes
Capital Construction Cost	Moderate to High	High	Signal: Downtown SP cross-section requires reconstruction RAB: New infrastructure
Right of Way Impact	Low	Moderate	Signal: Downtown SP cross-section requires reconstruction RAB: New infrastructure, ROW impacts to corner properties
Ongoing Operation & Maintenance Cost	High	Moderate	Signal: Electricity & equipment RAB: Landscaping
Environmental Benefit	Moderate	High	Roundabouts promote active transportation and improved safety
Grant Funding Availability	Moderate to Low	High	Roundabouts promote active transportation and improved safety

Analysis Summary

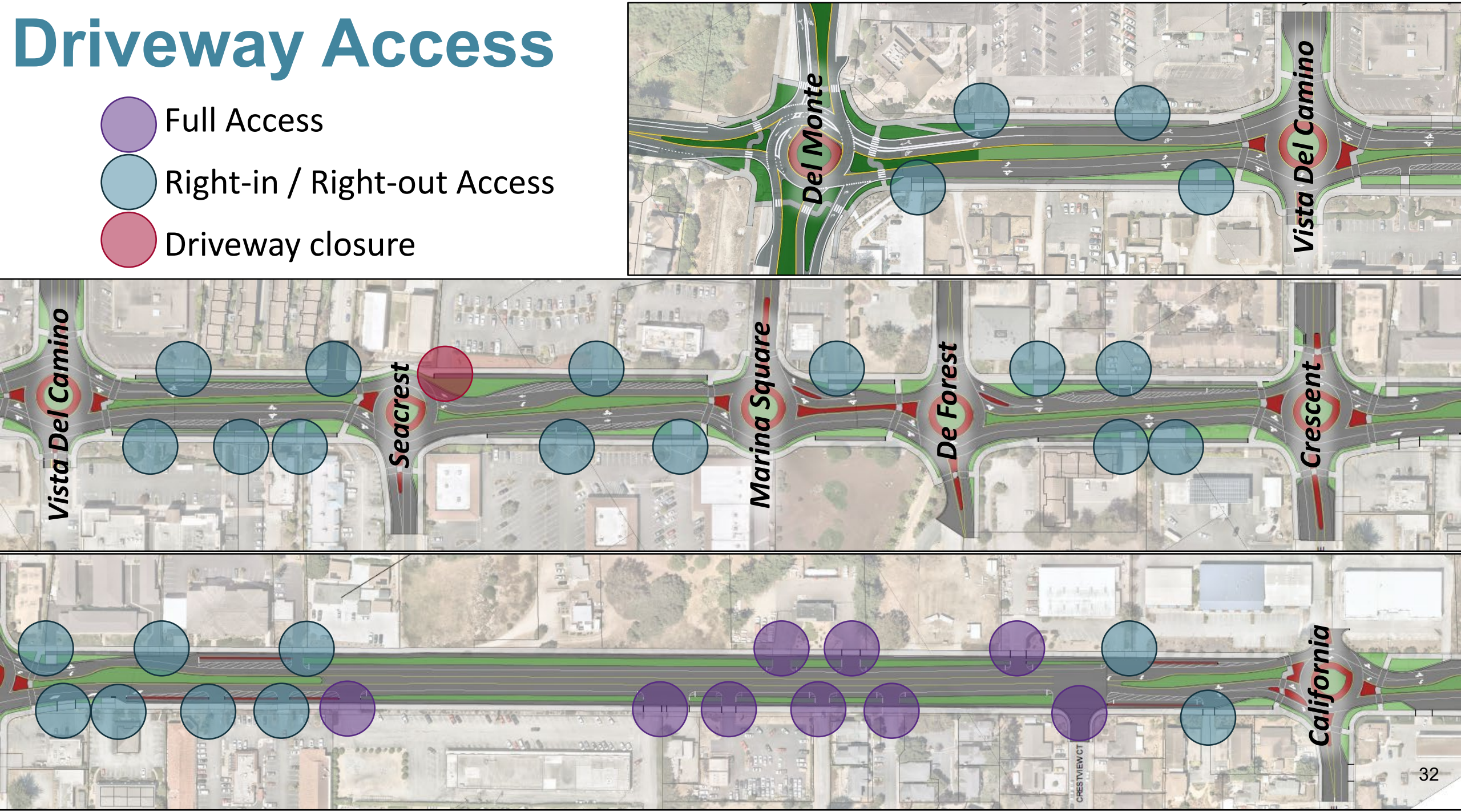
- A roundabout at Reservation / Del Monte intersection is feasible
- A roundabout corridor along Reservation Rd is feasible
- Interim Condition:
  - 2-lane roadway and single-lane roundabouts with turn lanes
  - 4-lane right of way
  - Partial buildout of Downtown Specific Plan

- Ultimate Condition:
  - 4-lane roadway and multi-lane roundabouts
  - Full buildout of Downtown Specific Plan

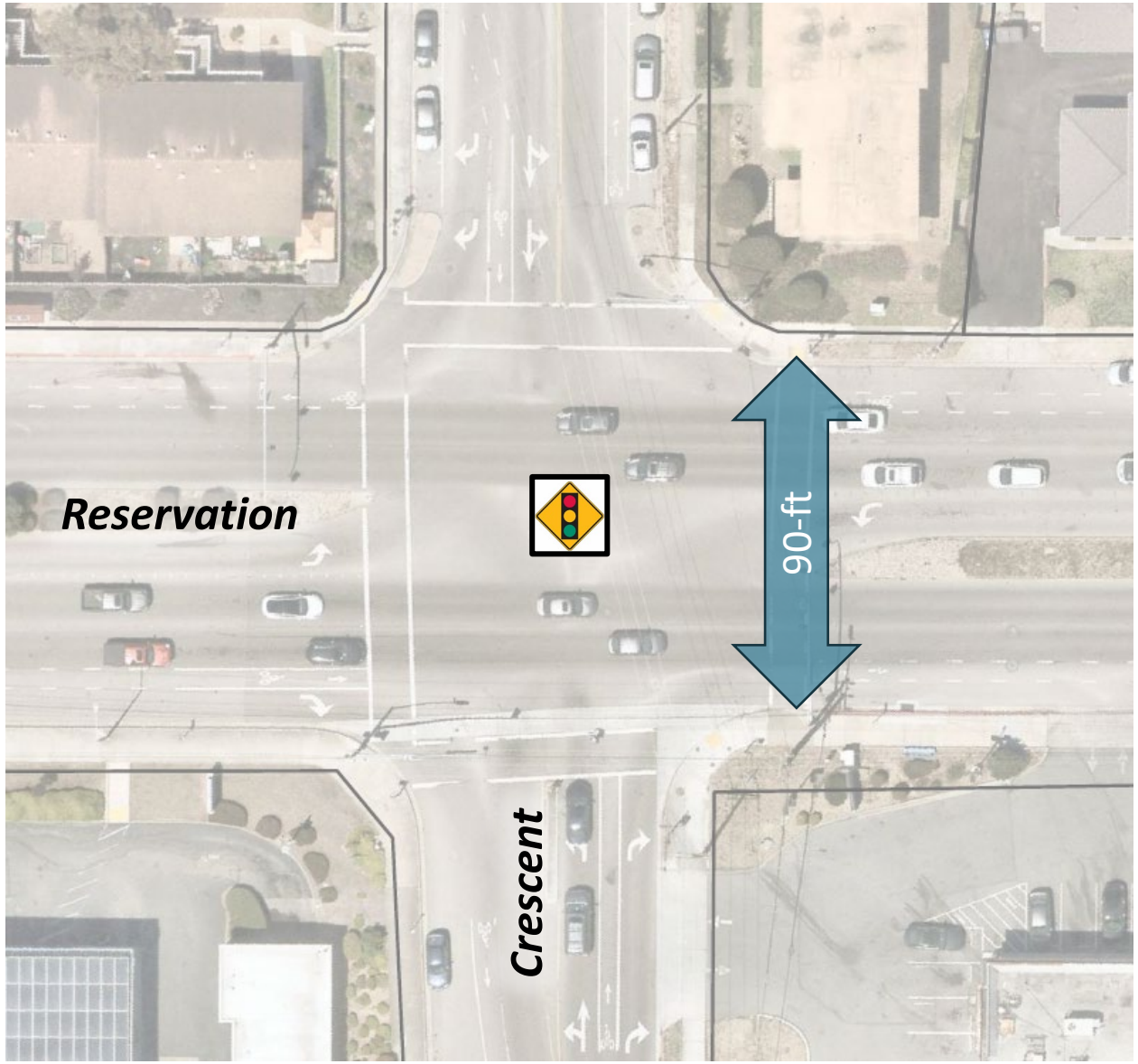
Next Steps & Discussion

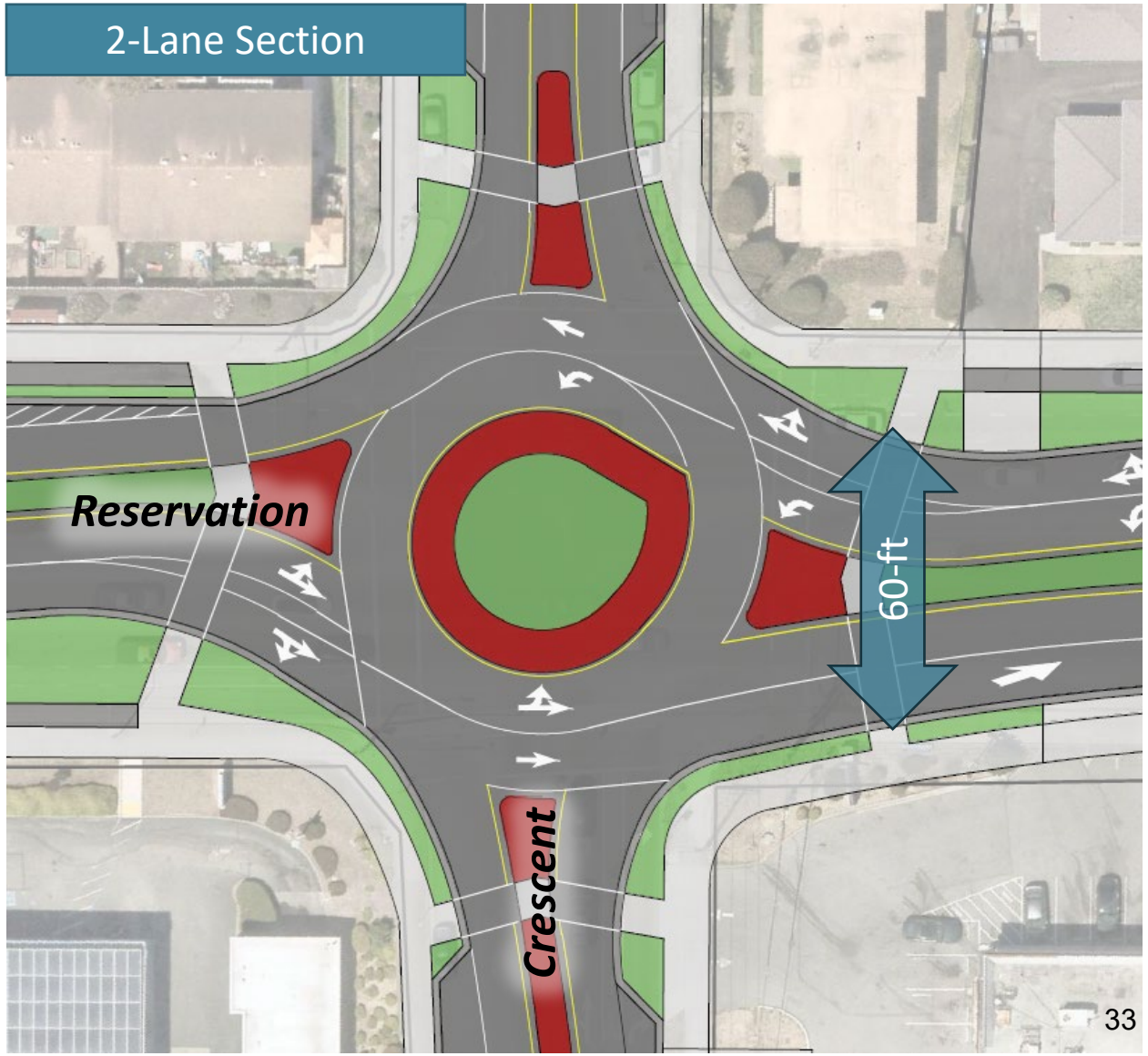
Driveway Access

- Full Access
- Right-in / Right-out Access
- Driveway closure

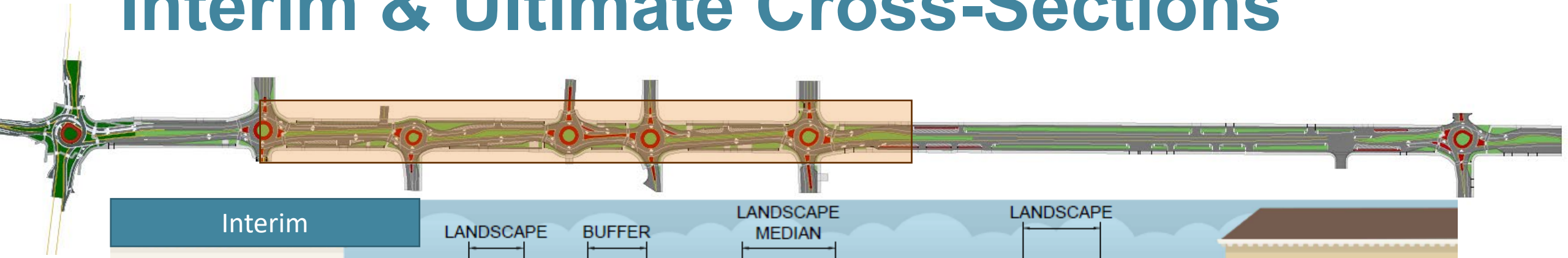


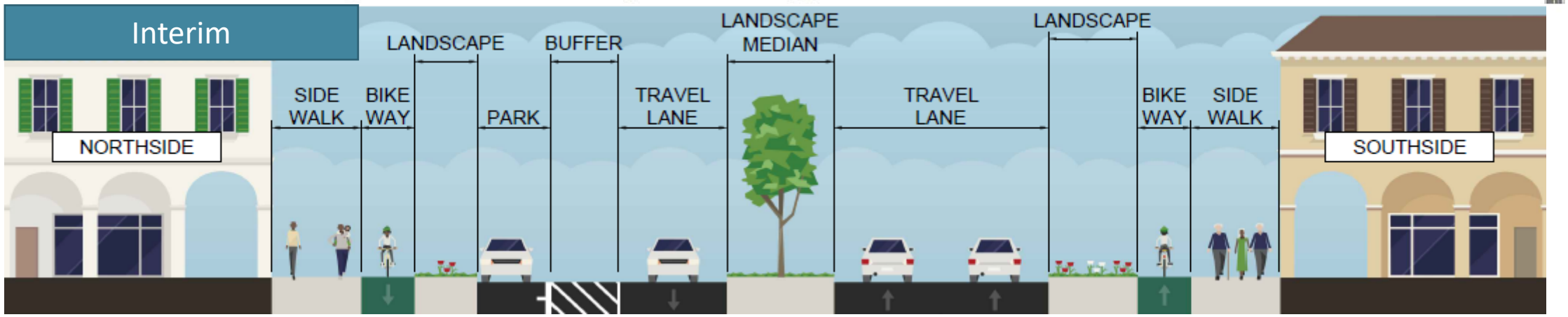
Pedestrian Crossing Exposure

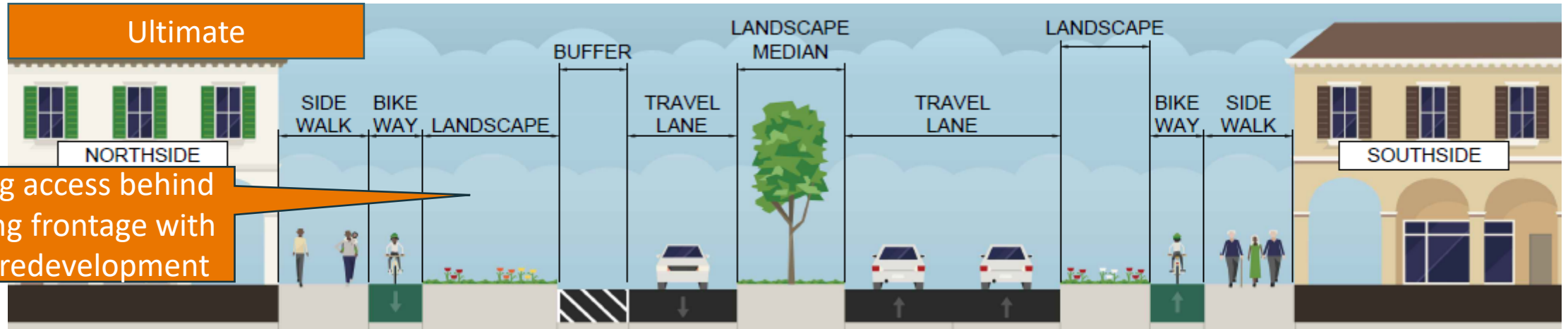




Roundabout Corridor
Interim & Ultimate Cross-Sections

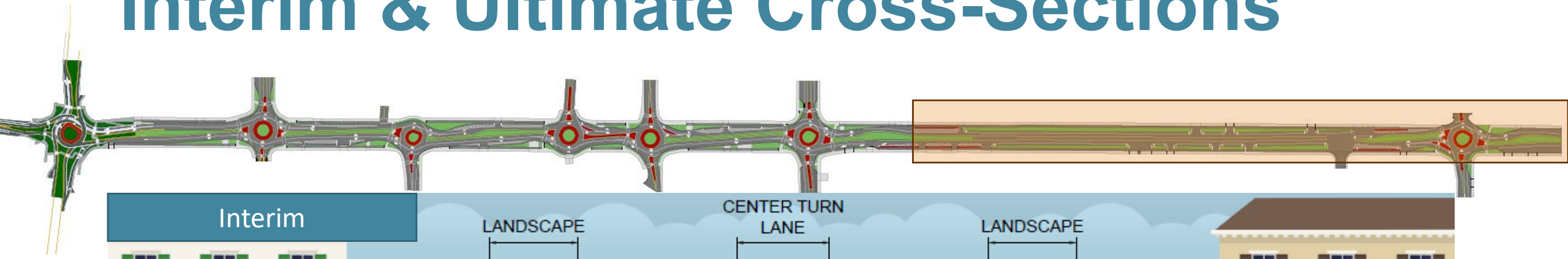


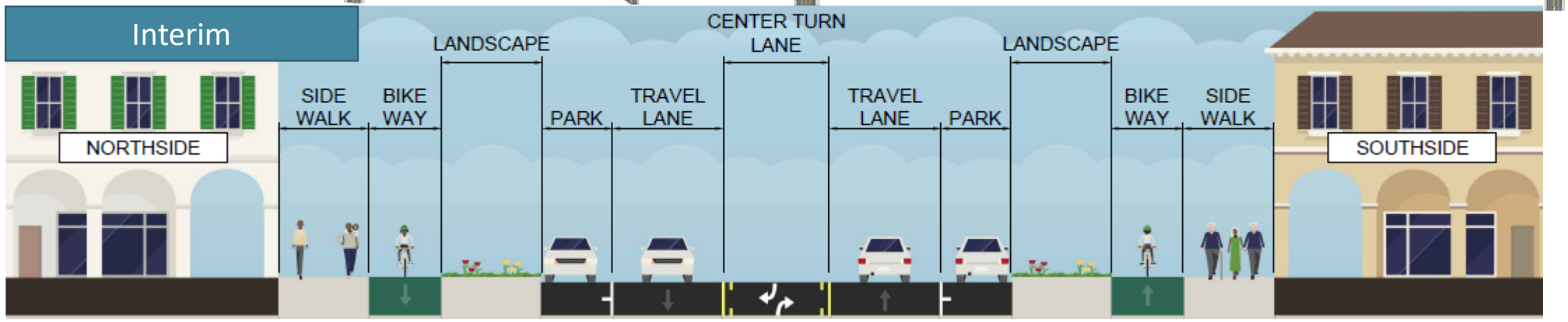


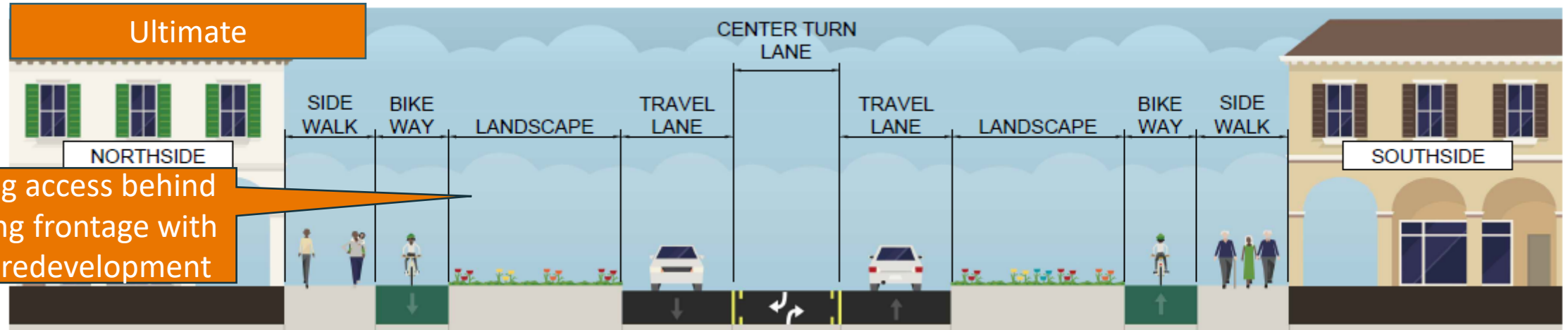


Parking access behind building frontage with DVSP redevelopment

Roundabout Corridor
Interim & Ultimate Cross-Sections



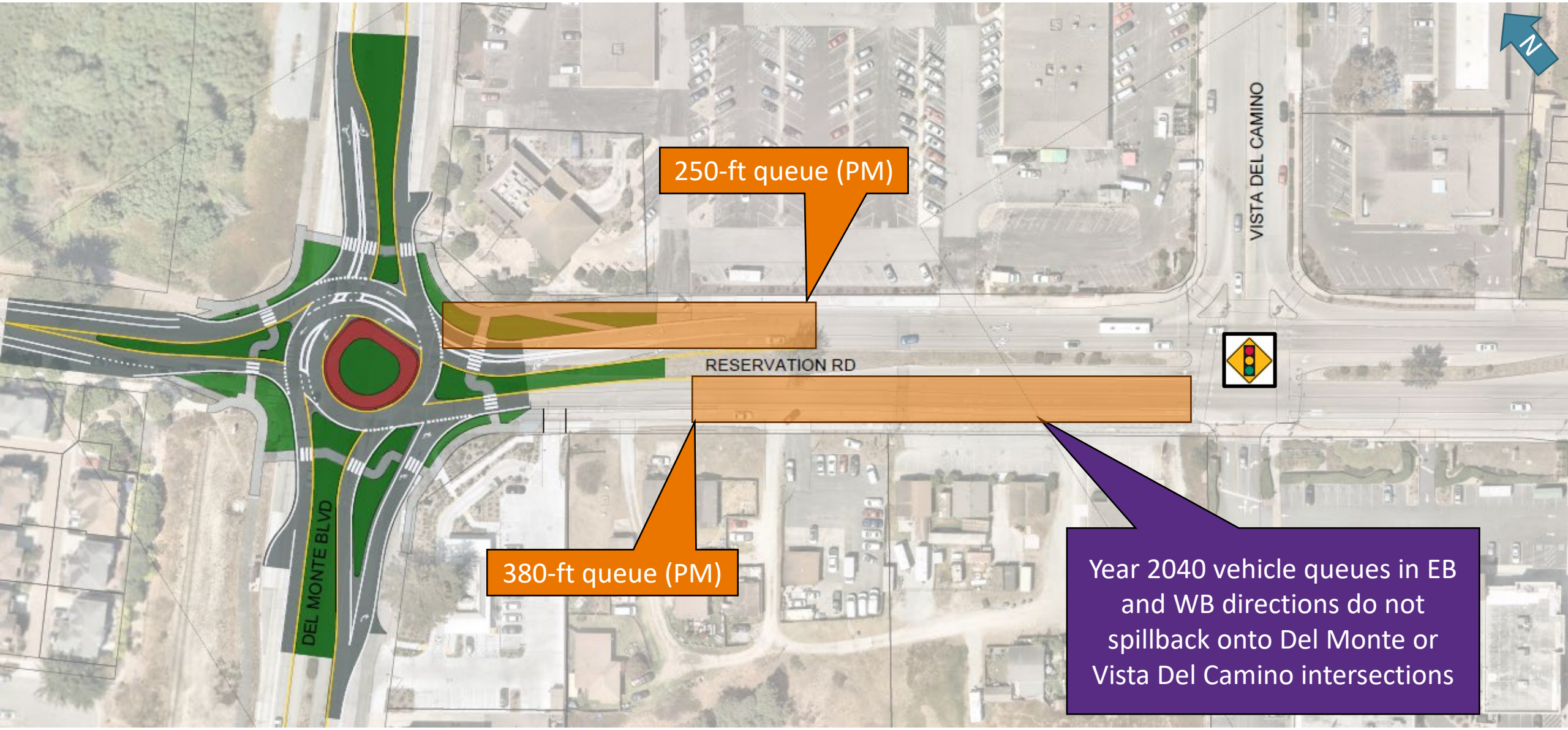




Parking access behind building frontage with DVSP redevelopment

Del Monte / Reservation Queues

CONCEPT LAYOUT FOR ILLUSTRATIVE PURPOSES

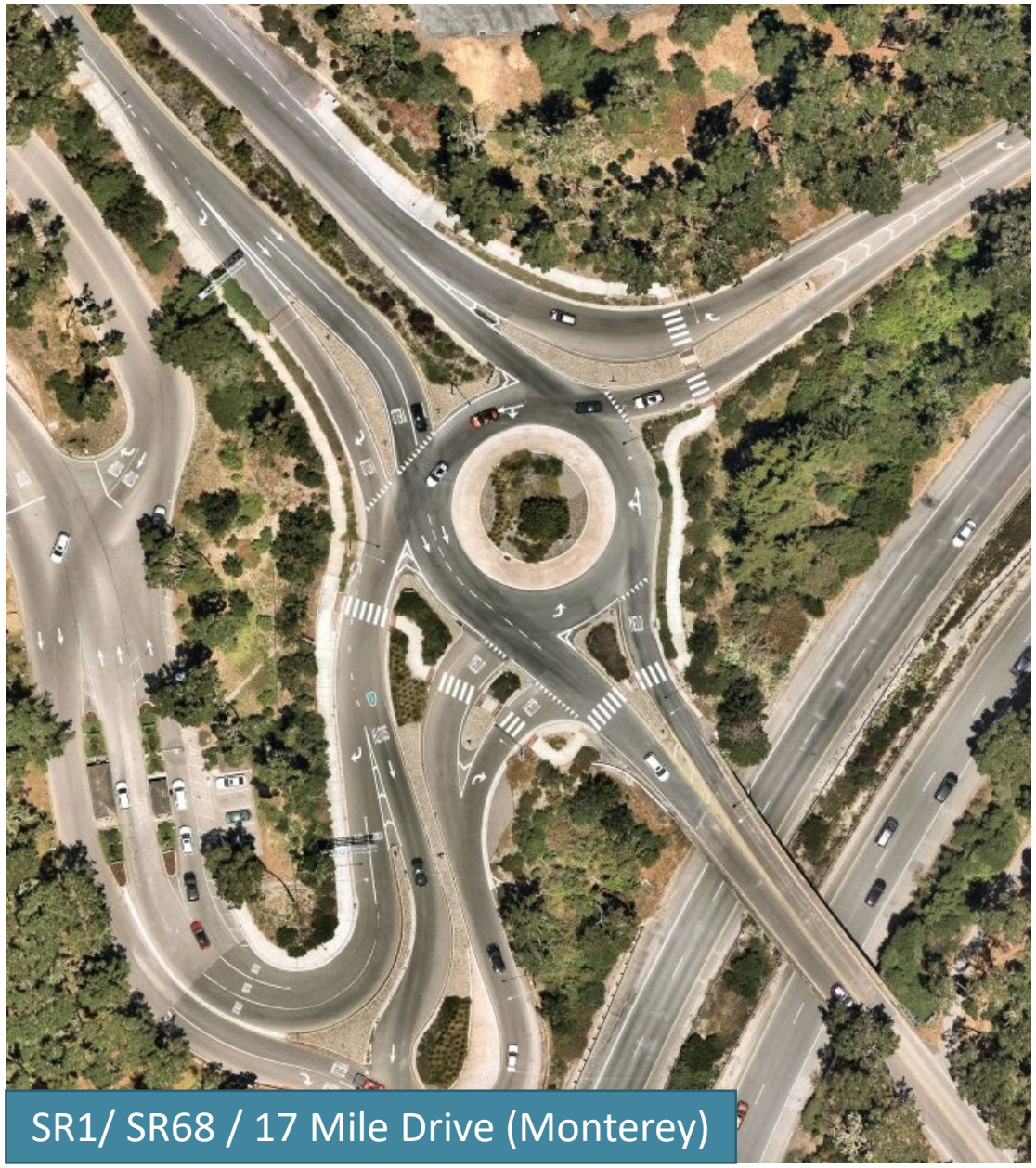


Multi-Lane Roundabouts

Beach/Pacific (Santa Cruz)

Alisal/Skyway (Salinas)

Multi-Lane Roundabouts



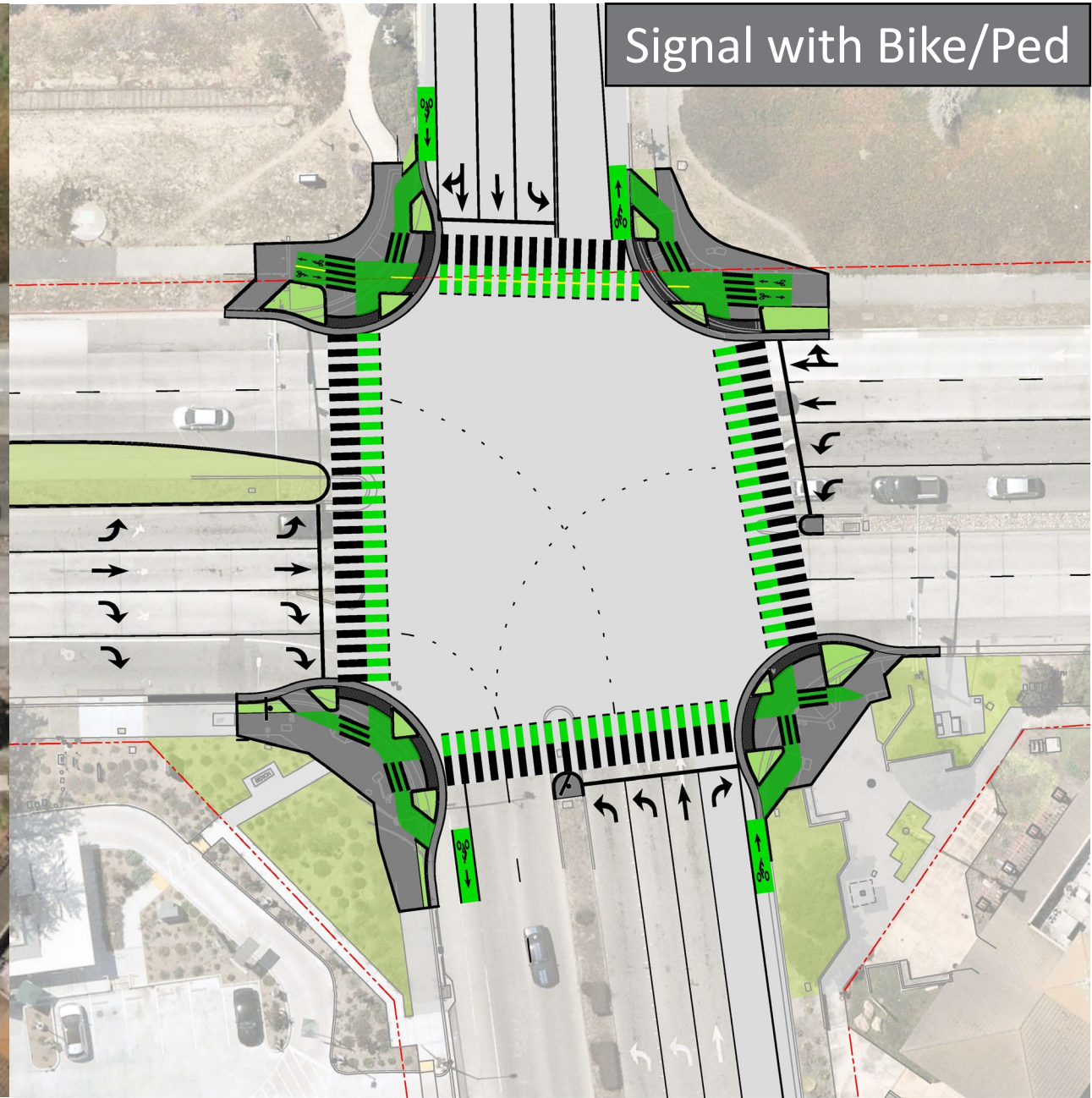
SR1/ SR68 / 17 Mile Drive (Monterey)

Del Monte / Reservation

CONCEPT LAYOUT FOR ILLUSTRATIVE PURPOSES

Existing

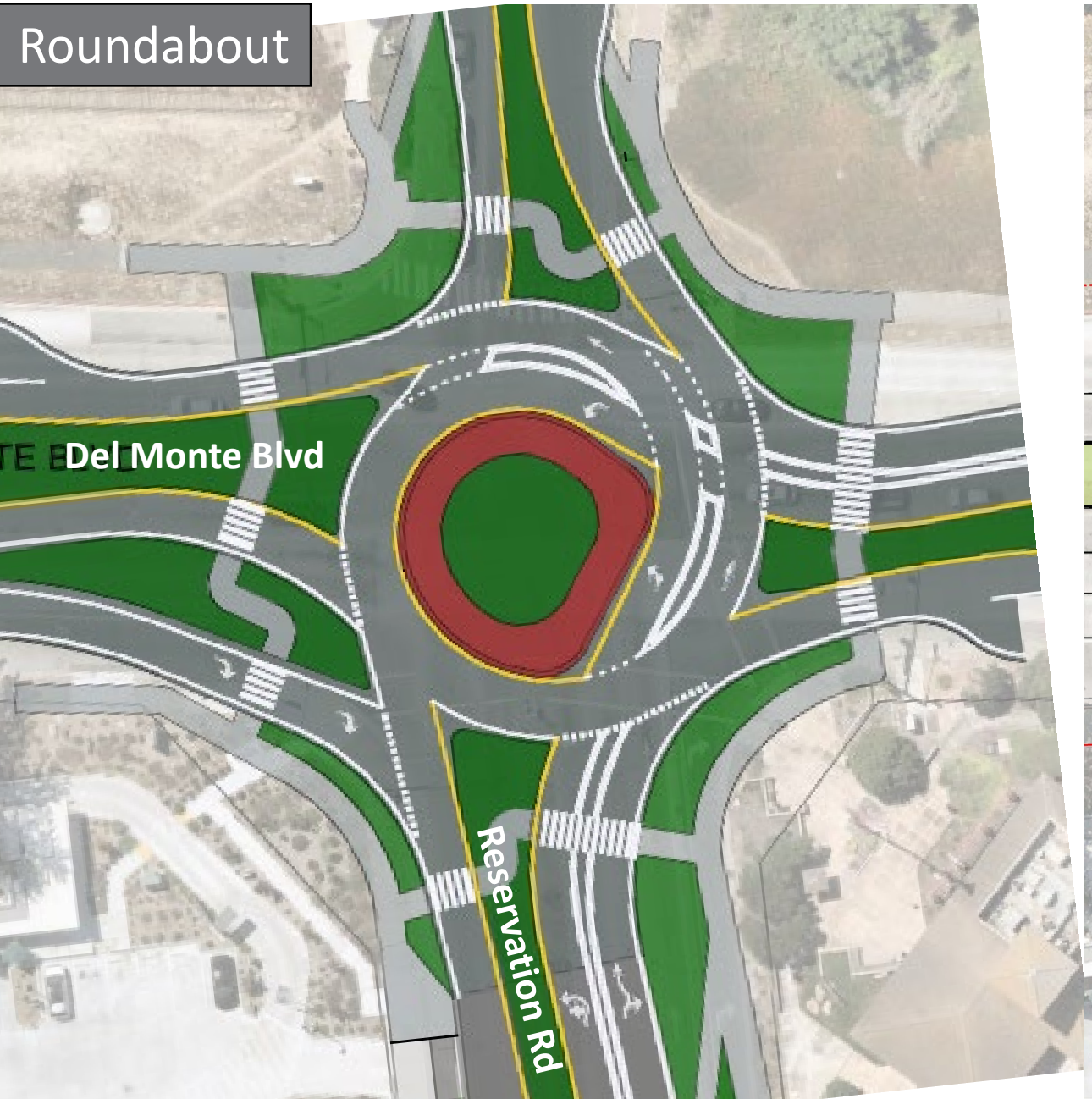
Signal with Bike/Ped



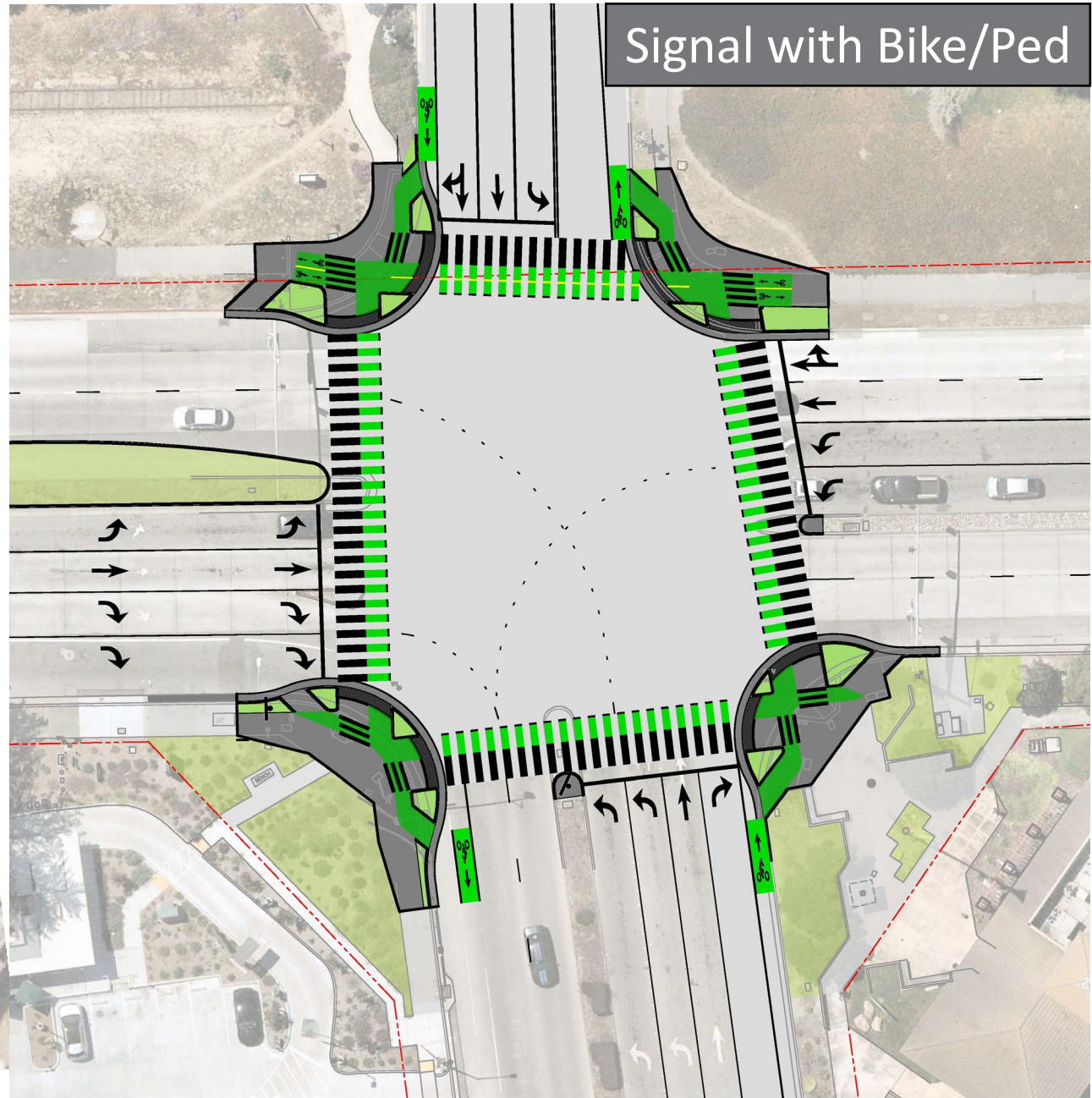
Del Monte / Reservation

CONCEPT LAYOUT FOR ILLUSTRATIVE PURPOSES

Roundabout



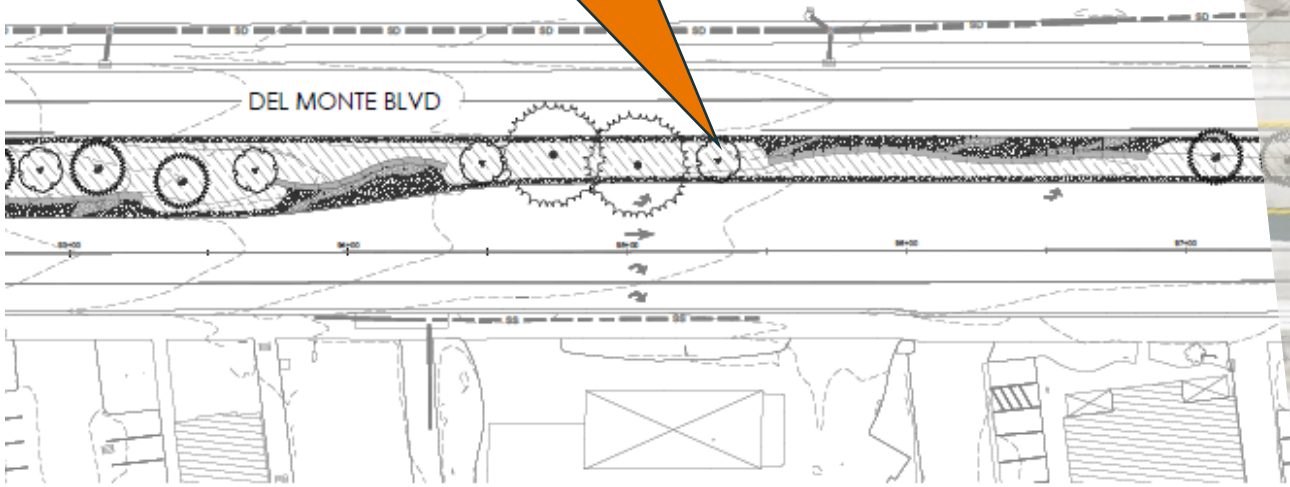
Signal with Bike/Ped



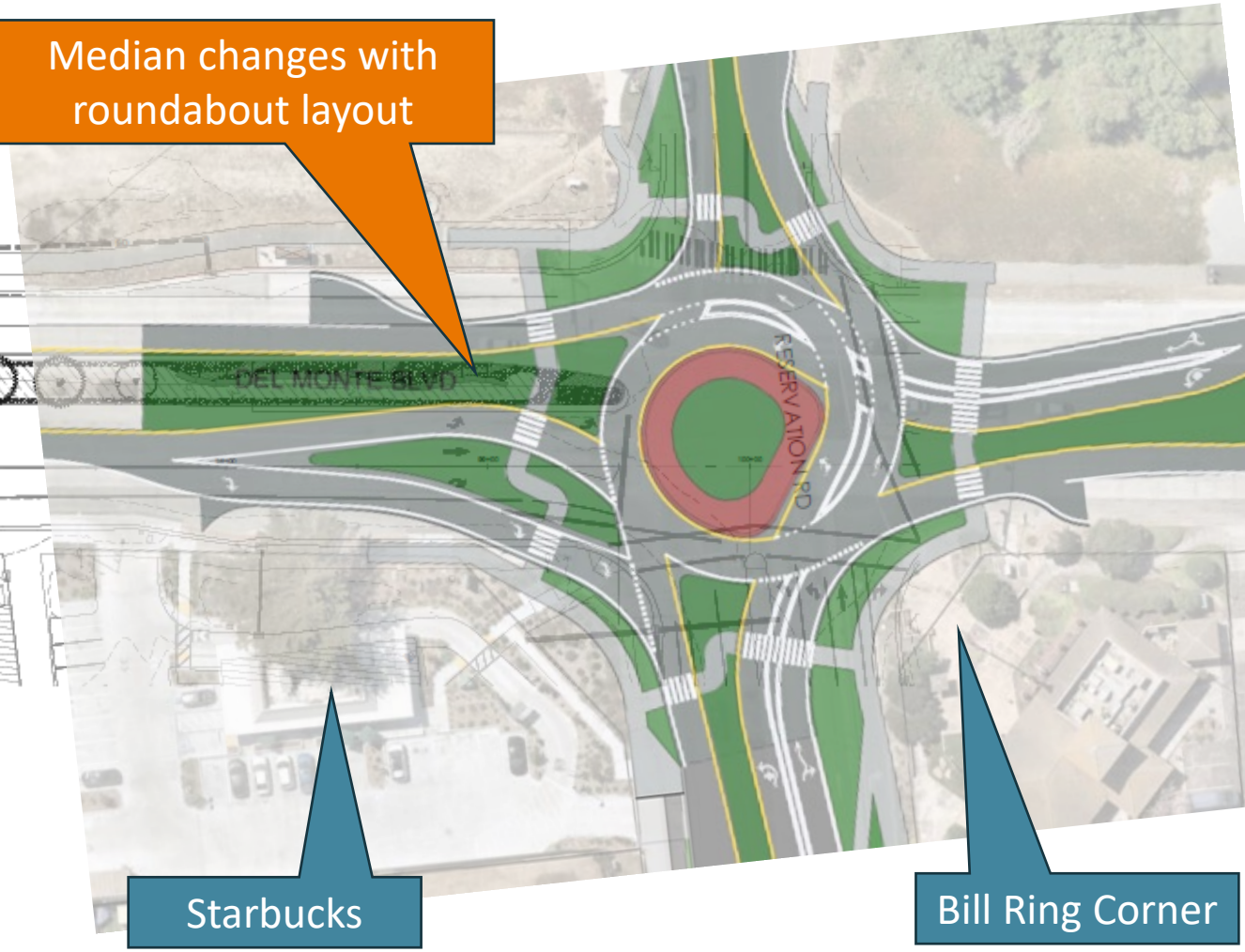
Del Monte / Reservation

CONCEPT LAYOUT FOR ILLUSTRATIVE PURPOSES

Proposed Del Monte Blvd Median Landscaping



Median changes with roundabout layout

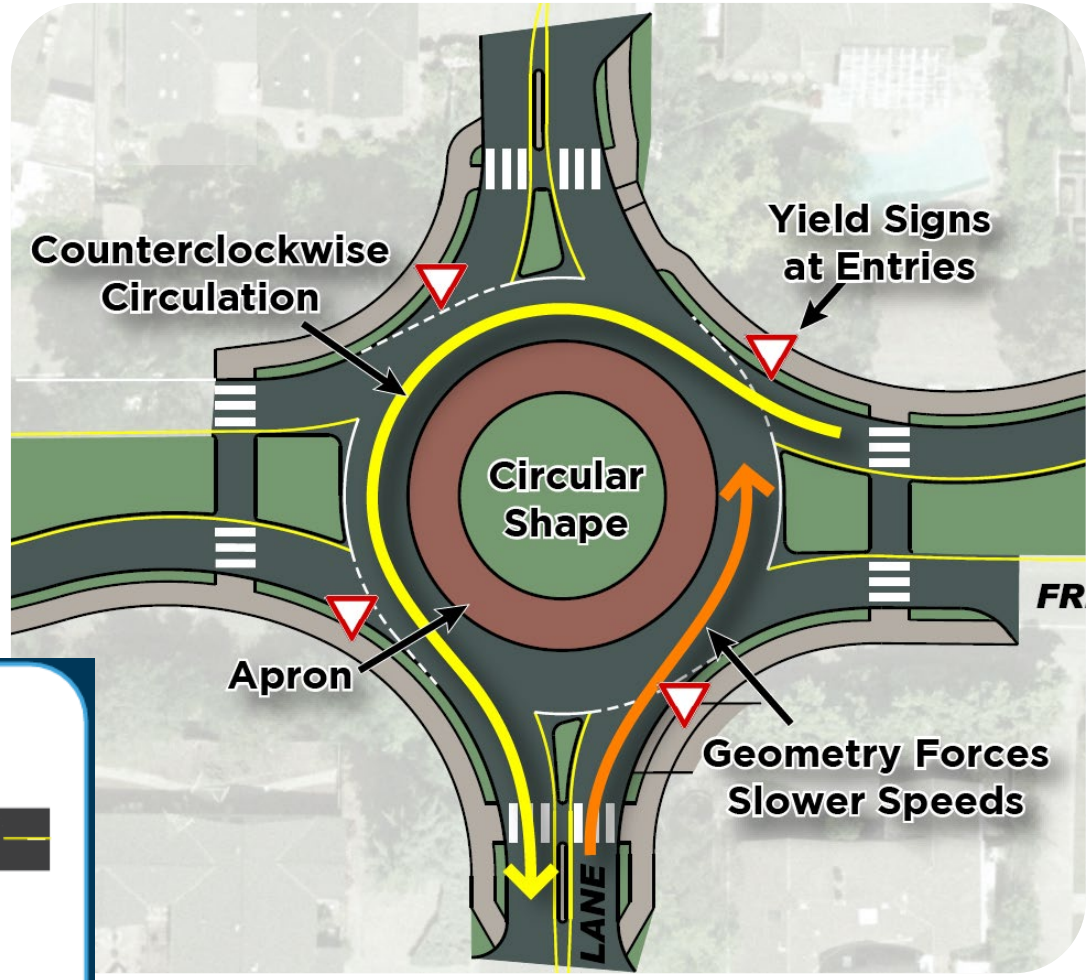


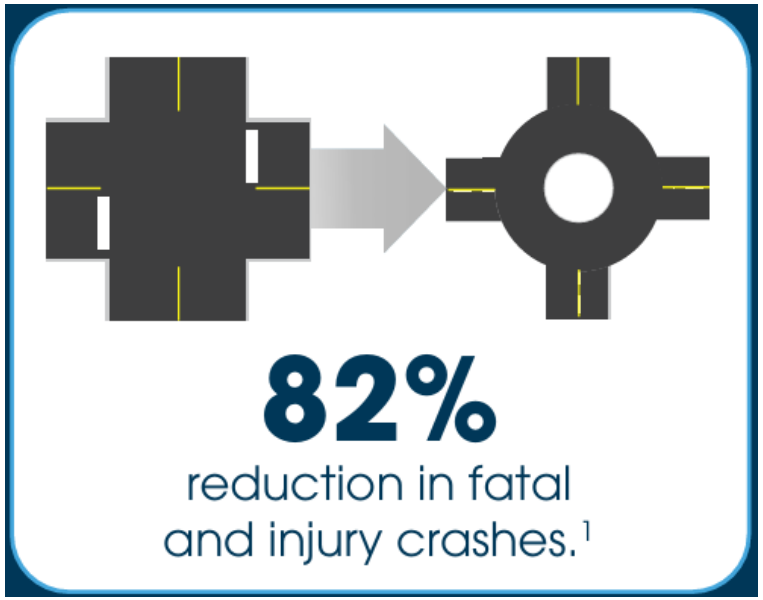
Starbucks

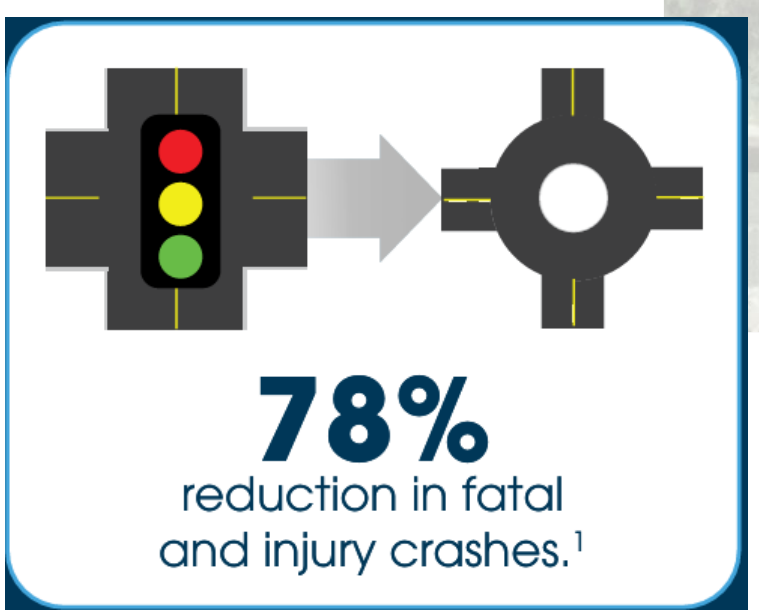
Bill Ring Corner

Roundabout Control

- Traffic Control - Yield at entry
- Traffic Deflection – Vehicles directed into One-way counterclockwise flow
- Geometrics – Circular road & entry angles designed to slow vehicle speeds





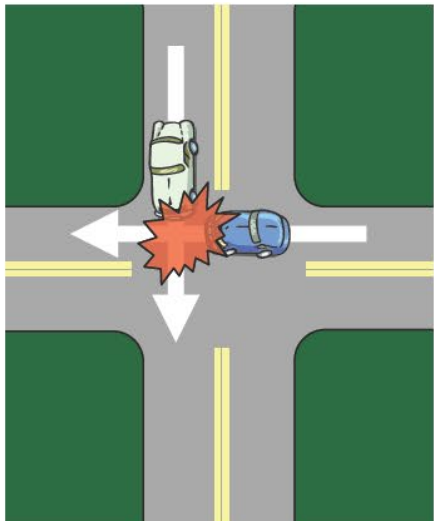


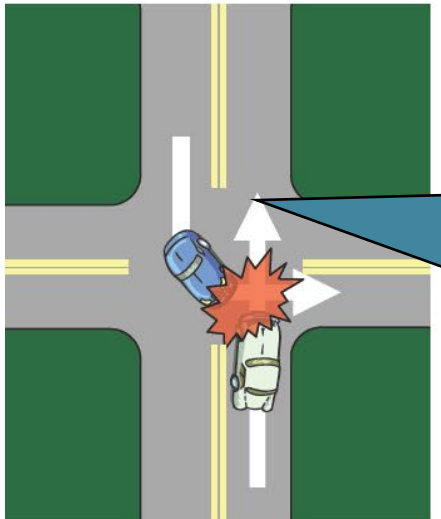
Source: FHWA

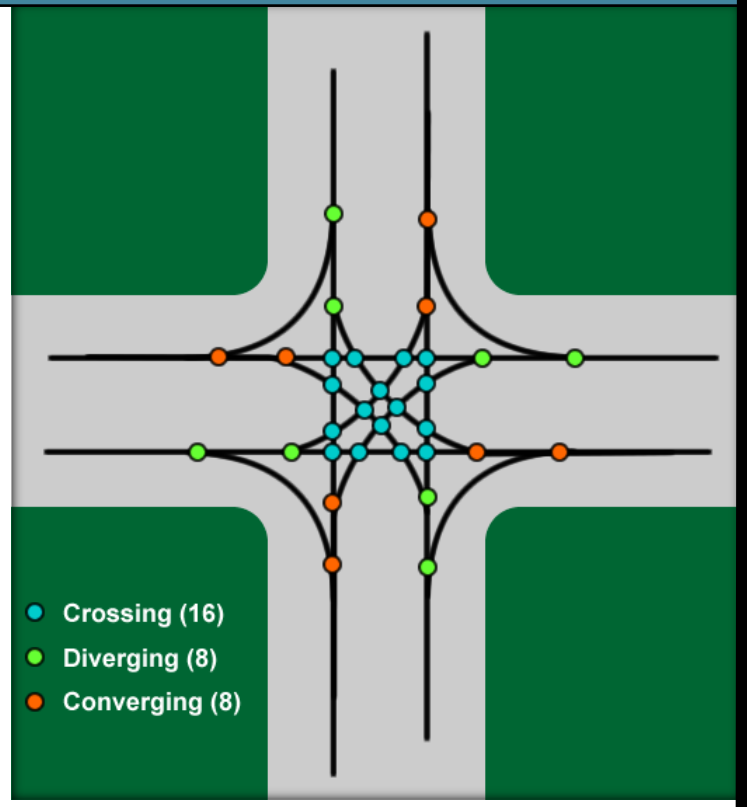
Roundabout Control

Typical 4-leg Intersection

HIGH SPEED



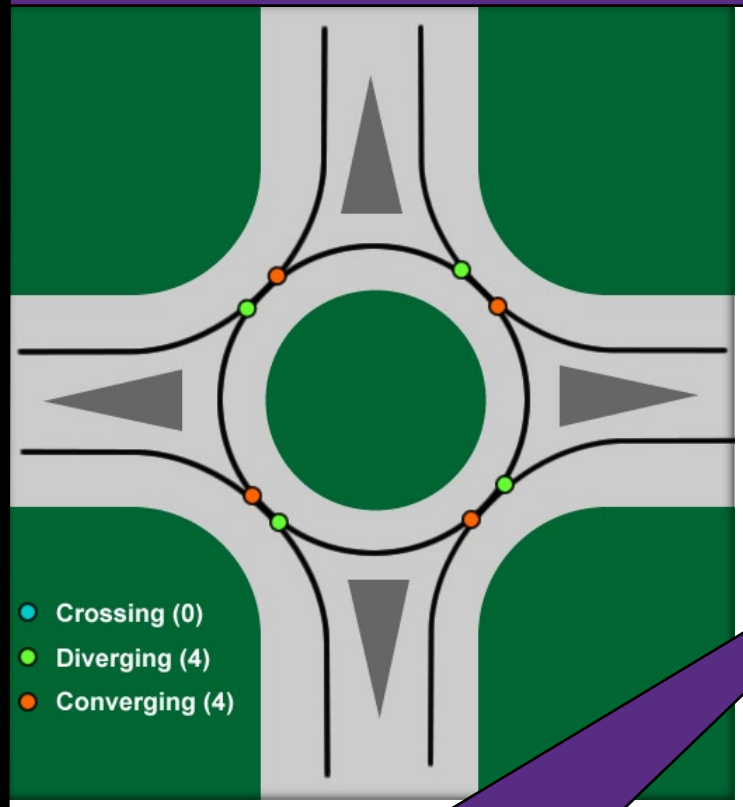


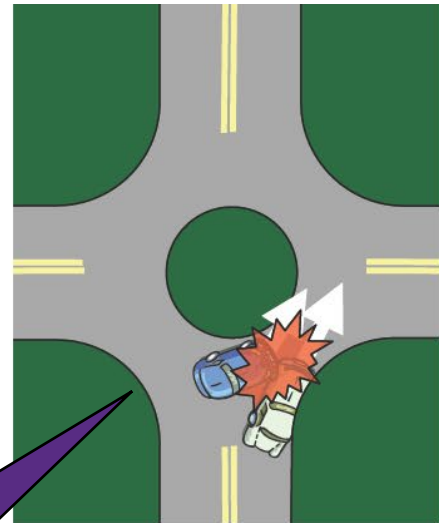


32 Conflict Points

Potential collisions are high severity broadside or head-on impacts

Roundabout





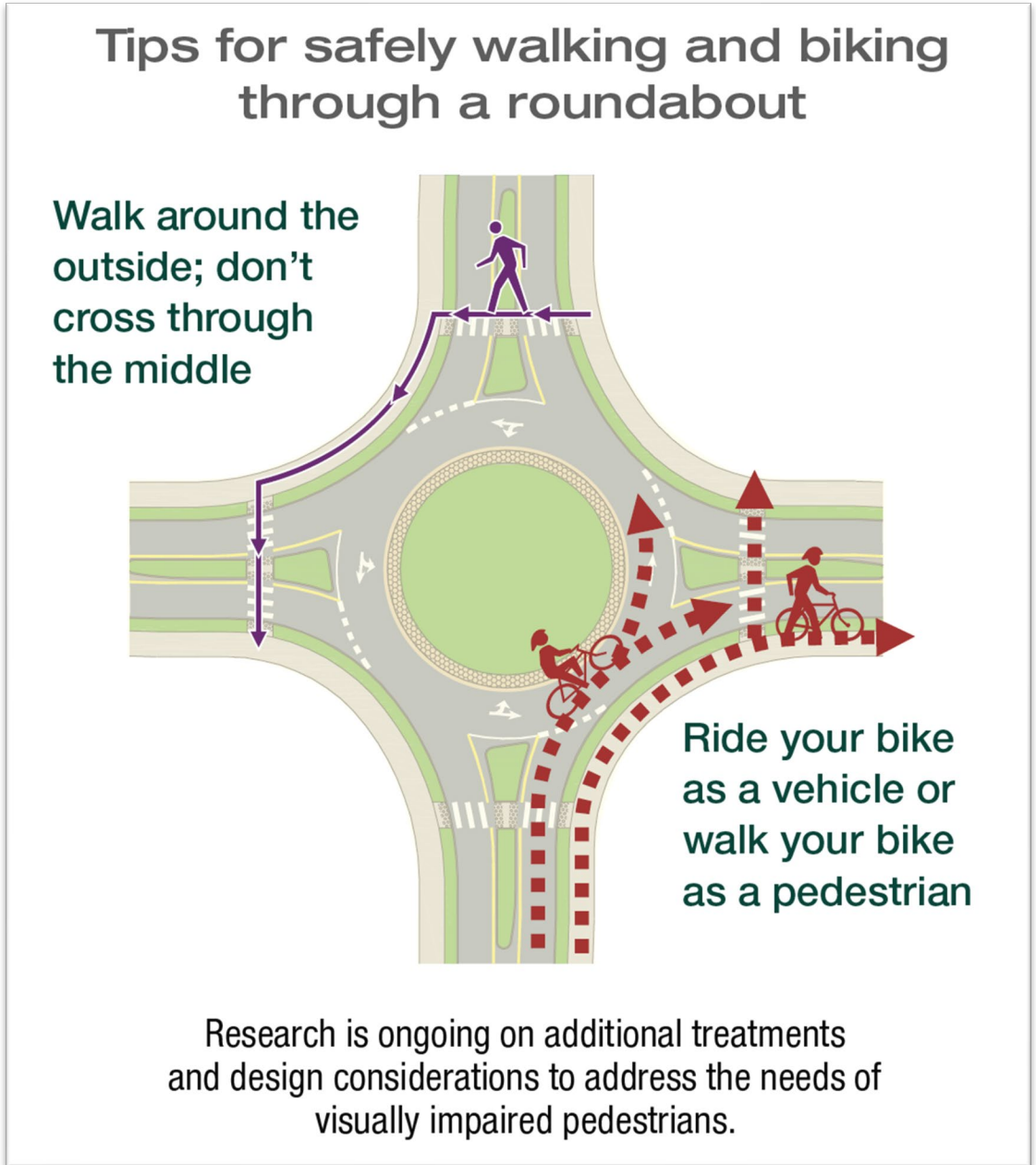
LOW SPEED

8 Conflict Points

Potential collisions are low severity sideswipe or rear-end impacts

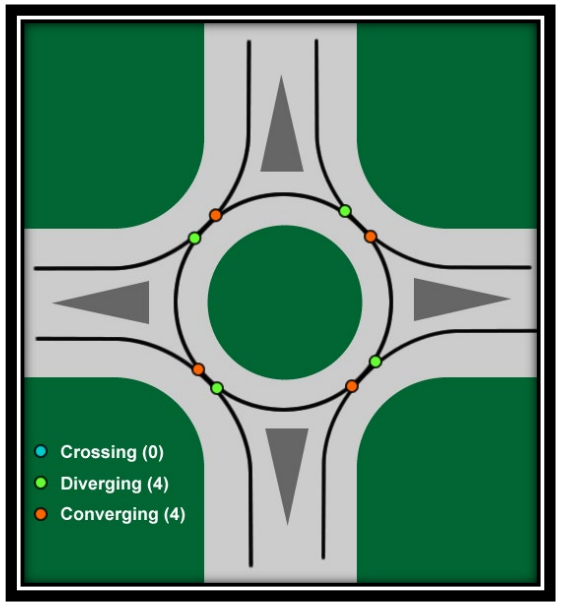
Source: FHWA

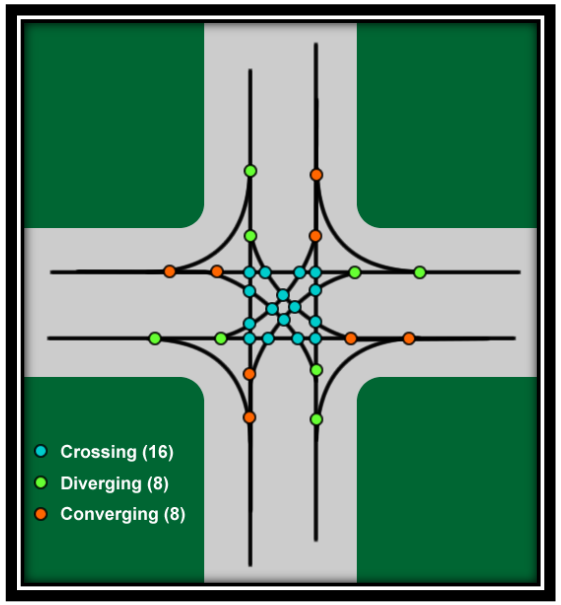
Pedestrian and Bicycle Circulation



Roundabouts are Good for Older Drivers

- Lower Speeds through roundabout
- Forgiving, mistakes not lethal
- Longer decision-making time
- No demand to accurately judge closing speeds of fast traffic
- Low energy crashes
- No wide visual scans
- Simple decision-making
- By 2020, the 85-percentile design driver will be someone aged 65 or older



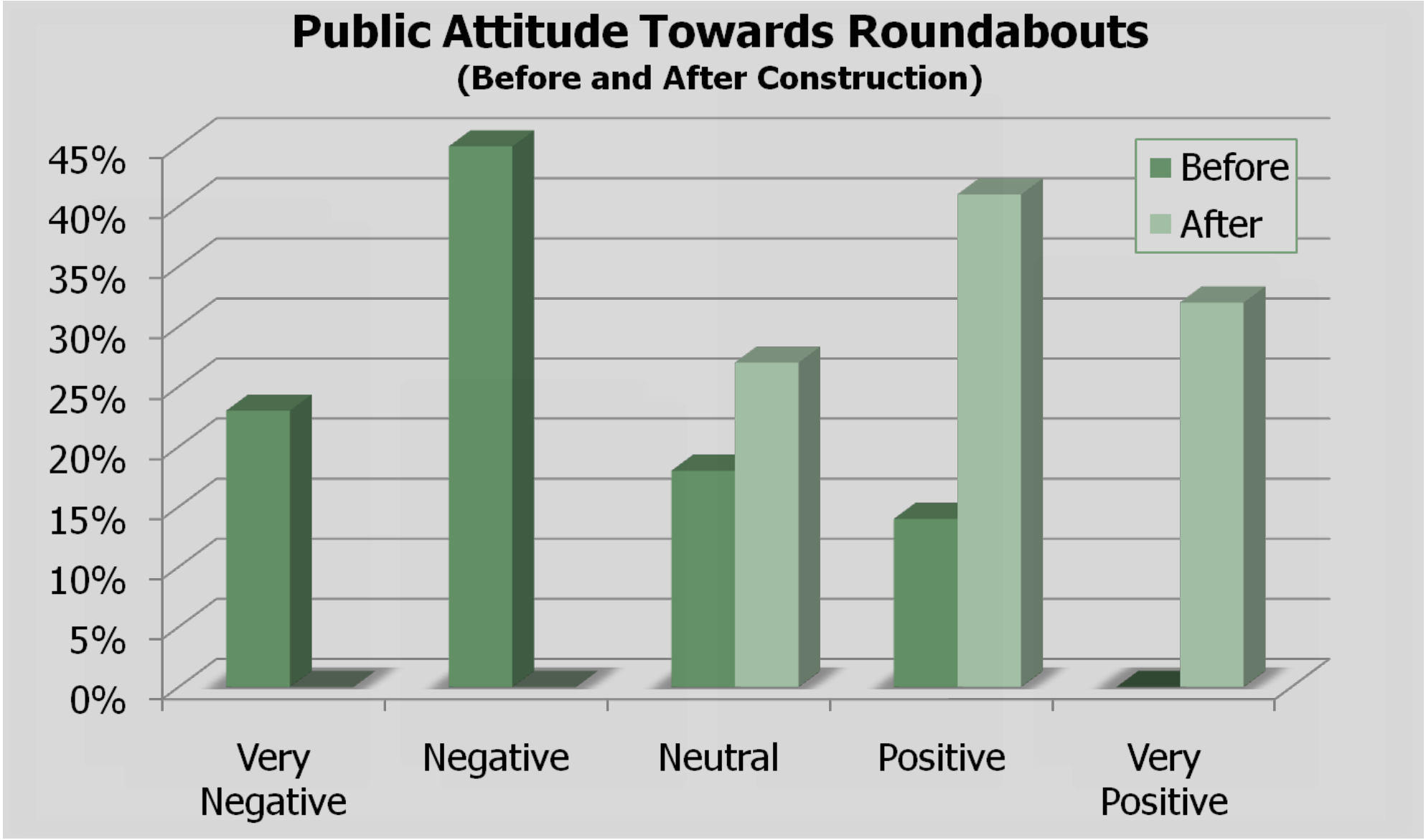


Source: Mark Doctor, P.E., FHWA Resource Center

Benefits Comparison

	Roundabout	Traffic Signals
Vehicle and Driver Safety	Eliminates high-speed crashes and reduces fatalities and injuries by 70+%	Numerous vehicle and pedestrian conflict points on standard intersection (32 vehicle/24 pedestrian)
Pedestrian and Bicyclist Safety	Shorter one-directional crossings provide greater pedestrian focus and awareness	Vehicles are more focused on signal changes than on pedestrian movements
Space/ Development Footprint	Reduces additional right-of-way between links of intersections	May require additional turn lanes in future if traffic volumes or traffic patterns change
Cost and Sustainability	Less expensive than a signal for greenfield construction (new location)	Increase in fuel consumption and emissions due to stopped and delayed vehicles during red lights
Traffic Capacity	Creates equal priority for all approaches	Typically prioritizes mainline traffic allowing progression of high volumes approaches
Access Management	Provides equal priority of driveway/business access	Requires drivers to make additional left turns or right turns to access certain properties/businesses
Aesthetics	Provides attractive entries and gateways to communities	Various lighting and signing distractions can impact the overall aesthetic appeal for the user
Maintenance	Pavement markings, lighting, and some landscape maintenance may be more intensive than signals	Requires staff time required to maintain signals, provide retiming, and conduct repair

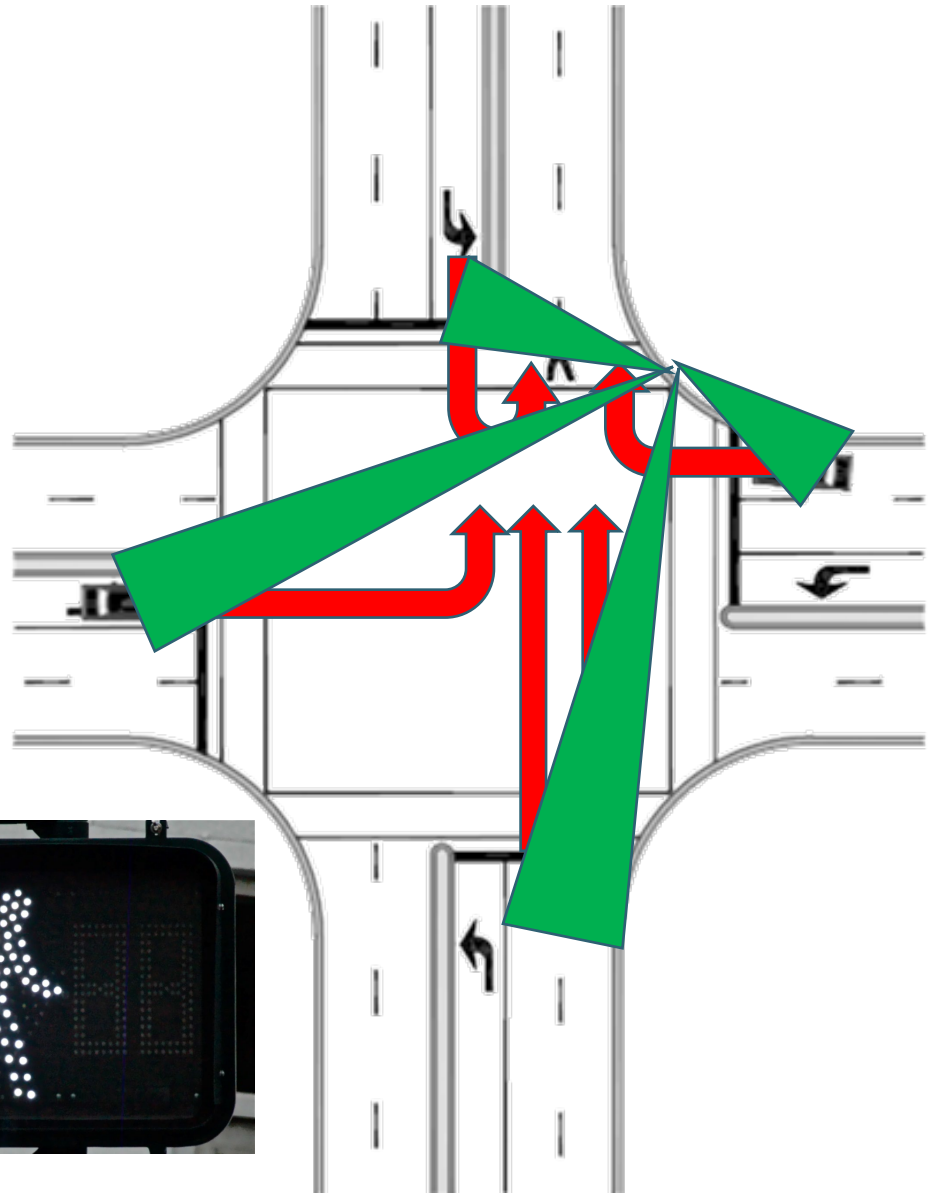
Roundabout Perception



Source: US Department of Transportation: Federal Highway Administration

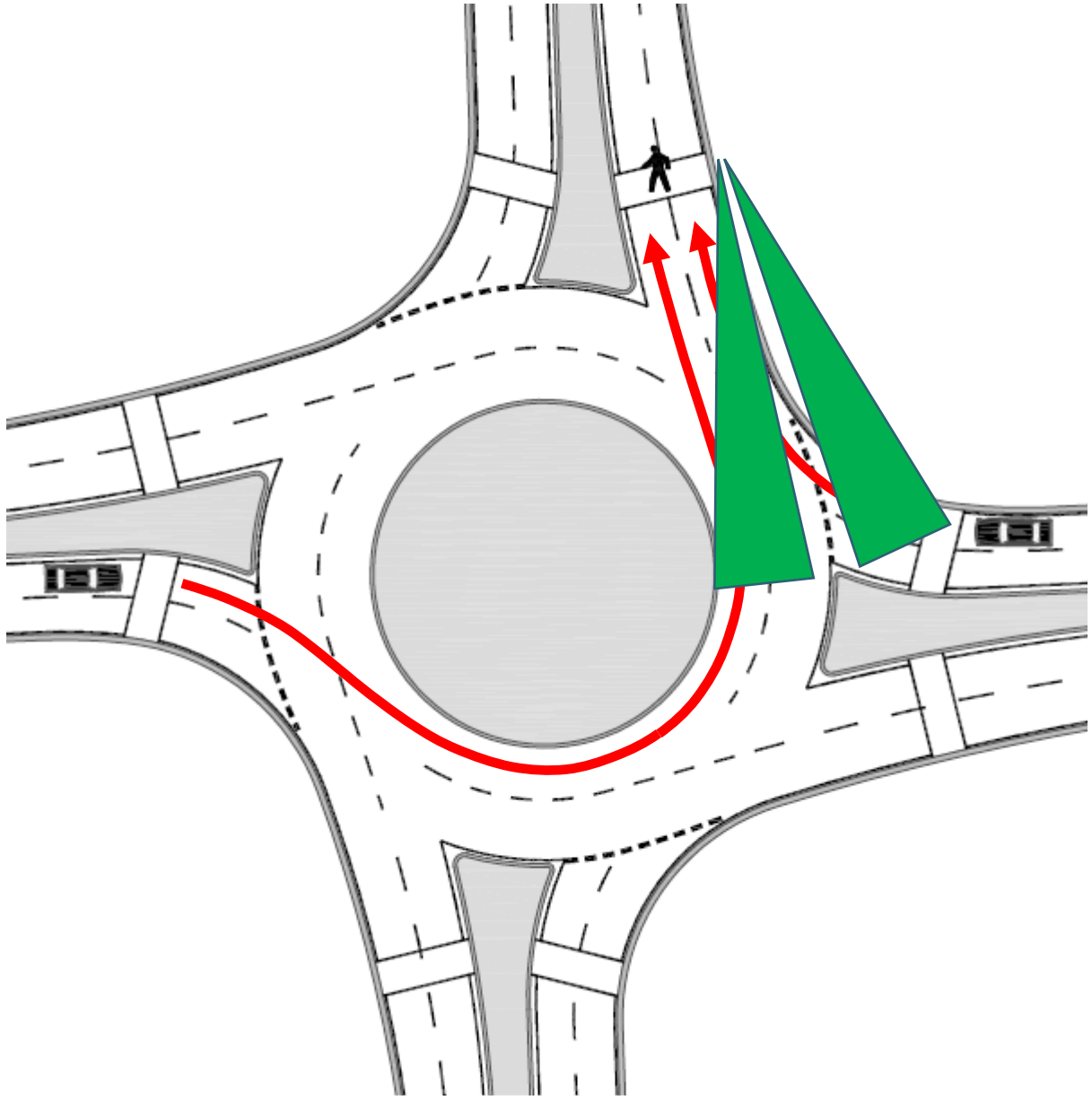
Safety vs. Security at Signalized Intersections

- Pedestrian experiences an exaggerated level of security because the signals tell them it's safe to cross
- Most crashes occur when drivers turn left or right across the crosswalk while the pedestrian has a walk indication



Safety vs. Security at Roundabouts

- Pedestrian feeling of security more closely matches their actual level of safety



Option 1A – Signal (4-Lane Road)

Year 2040 Scenario

	Intersection	Intersection Geometry Notes (Entry Lanes)				2040 Future Conditions			
						AM Peak Hour		PM Peak Hour	
		NB	SB	EB	WB	Delay	LOS	Delay	LOS
1	Del Monte Ave & Reservation Rd	L,T,R,R	L,L,T,TR	TL,TR	L,L,T,R	26.1	C	29.9	D
2	Reservation Rd & Vista Del Camino	TL, R	TL, R	L, T, TR	L,T,T,R	14.5	B	22.7	C
3	Reservation Rd & Seacrest Ave	L, R	N/A	T,T,R	L,T,T	11.8	B	13.5	B
4	Reservation Rd & Shopping Center	LTR	TL,R	L,T,TR	T,T,R	10.2	B	11.3	B
5	Reservation Rd & De Forest Rd	TL, R	LTR	L,T,T,R	L,T,T,R	25.5	C	21.4	C
6	Reservation Rd & Cresent Ave	TL,R	TL,R	L,T,T,R	L,T,TR	31.5	C	34.8	C
7	Reservation Rd & California Ave	L,R	LTR	L,T,TR	L,T,TR	15.0	B	13.8	B

Acceptable operations & queues with 4-lane road geometry

Option 1B – Signal & Road Diet (2-Lane Road)

	Intersection	Intersection Geometry Notes (Entry Lanes)				2040 Future Conditions			
						AM Peak Hour		PM Peak Hour	
		NB	SB	EB	WB	Delay	LOS	Delay	LOS
1	Del Monte Ave & Reservation Rd	L,T,R,R	L,L,T,TR	TL,TR	L,L,T,R	28.9	C	32.8	C
2	Reservation Rd & Vista Del Camino	TL, R	TL, R	L, TR	L,T,R	21.9	C	42.9	D
3	Reservation Rd & Seacrest Ave	L, R	N/A	T,R	L,T	15.3	B	26.1	C
4	Reservation Rd & Shopping Center	LTR	TL,R	L,TR	T,R	13.9	B	19.0	B
5	Reservation Rd & De Forest Rd	TL, R	LTR	L,T,R	L,T,R	32.6	C	30.8	C
6	Reservation Rd & Cresent Ave	TL,R	TL,R	L,T,T,R	L,T,TR	31.4	C	34.5	C
7	Reservation Rd & California Ave	L,R	LTR	L,T,TR	L,T,TR	15.0	B	13.8	B

Acceptable operations but some left turn pocket queue spillback with 2-lane road geometry

Year 2040 Scenario

1A - Signal (4-Lane Road)

Intersection		MVMT	Pocket Length (ft)	Queue Length (ft)		# Vehicles	
				AM Peak	PM Peak	AM Peak	PM Peak
4	Del Monte Blvd/ Reservation Rd	NBL	450	235	169	6	7
		SBL	150	137	98	5	4
		SBL2	150	**163**	121	**7**	5
		EBL/T	150	**206**	**211**	**9**	**9**
		WBL	100	**148**	**154**	**6**	**7**
		WBL2	590	240	456	10	19
5	Reservation Rd/ Vista Del Camino	NBL/T	-	85	158	4	7
		SBL/T	-	102	258	5	11
		EBL	175	136	**200**	6	**8**
		WBL	135	92	**152**	4	**7**
6	Reservation Rd/ Seacrest Ave	NBL	100	**119**	**142**	**5**	**6**
		WBL	200	150	**201**	6	**9**
7	Reservation Rd/ Shopping Center	NBL/T/R	-	27	34	2	2
		SBL/T	-	70	74	3	3
		EBL	145	74	74	3	3
8	Reservation Rd/ De Forest Rd	NBL/T	-	32	74	2	3
		SBL/T	-	104	98	5	4
		EBL	200	56	73	3	3
		WBL	175	58	127	3	6
9	Reservation Rd/ Crescent Ave	NBL/T	75	**108**	**115**	**5**	**5**
		SBL/T	-	144	91	6	41
		EBL	220	110	183	5	8
		WBL	220	142	216	6	9
10	Reservation Rd/ California Ave	NBL/T	-	116	187	5	8
		SBL/T/R	-	12	17	1	1
		EBL	75	49	24	2	1
		WBL	150	**156**	150	**7**	6

Note: Assumes 25 feet per vehicle spacing.
Intersections that exceed the pocket length are **bolded**, those that exceed the pocket length by more than one vehicle length are **bolded/highlighted**

1B - Signal (2-Lane Road)

Intersection		MVMT	Pocket Length (ft)	Queue Length (ft)		# Vehicles	
				AM Peak	PM Peak	AM Peak	PM Peak
4	Del Monte Blvd/ Reservation Rd	NBL	450	252	**551**	10	**23**
		SBL	150	**175**	**183**	**7**	**8**
		SBL2	150	**184**	**214**	**8**	**9**
		EBL/T	150	**226**	**1,214**	**8**	**49**
		WBL	100	**148**	**150**	**6**	**6**
		WBL2	590	233	258	10	11
5	Reservation Rd/ Vista Del Camino	NBL/T	-	92	196	4	8
		SBL/T	-	116	701	4	29
		EBL	175	137	**248**	6	**10**
		WBL	135	**221**	**157**	**9**	7
6	Reservation Rd/ Seacrest Ave	NBL	100	**129**	**143**	**6**	**6**
		WBL	200	173	**265**	7	**5**
7	Reservation Rd/ Shopping Center	NBL/T/R	-	28	35	2	2
		SBL/T	-	73	78	3	4
		EBL	145	78	80	4	4
8	Reservation Rd/ De Forest Rd	NBL/T	-	34	182	2	8
		SBL/T	-	128	164	6	7
		EBL	200	80	80	4	4
		WBL	175	158	**242**	3	**10**
9	Reservation Rd/ Crescent Ave	NBL/T	75	**110**	**115**	**5**	**5**
		SBL/T	-	164	109	7	5
		EBL	220	124	159	5	7
		WBL	220	**240**	**335**	**10**	**14**

Note: Assumes 25 feet per vehicle spacing.
Intersections that exceed the pocket length are **bolded**, those that exceed the pocket length by more than one vehicle length are **bolded/highlighted**

Option 2A - 4-Lane Road & Multi-Lane Roundabouts

	Intersection	Intersection Geometry Notes (# Circulating & Entry Lanes)				2040 Future Conditions					
						AM Peak Hour			PM Peak Hour		
		NB	SB	EB	WB	Delay	LOS	V/C	Delay	LOS	V/C
1	Del Monte Ave & Reservation Rd	TL, R	L, TR	LTR	L, TR	14.2	B	0.787	16.2	B	0.744
2	Reservation Rd & Vista Del Camino	LTR	LTR	TL, TR	TL, TR	7.5	A	0.555	14.5	B	0.712
3	Reservation Rd & Seacrest Ave	LTR	N/A	T, TR	TL, T	7.2	A	0.387	10.6	B	0.629
4	Reservation Rd & Shopping Center	LTR	LTR	TL, TR	TL, TR	6.3	A	0.354	7.5	A	0.463
5	Reservation Rd & De Forest Rd	LTR	LTR	TL, TR	TL, TR	6.6	A	0.376	7.8	A	0.463
6	Reservation Rd & Cresent Ave	LTR	LTR	TL, TR	TL, TR	7.7	A	0.417	9.8	A	0.584
7	Reservation Rd & California Ave	LTR	LTR	TL, TR	TL, TR	7.6	A	0.445	7.7	A	0.427

Option 2B - 3-Lane Road & Multi-Lane Roundabouts

	Intersection	Intersection Geometry Notes (# Circulating & Entry Lanes)				2040 Future Conditions					
						AM Peak Hour			PM Peak Hour		
		NB	SB	EB	WB	Delay	LOS	V/C	Delay	LOS	V/C
1	Del Monte Ave & Reservation Rd	TL, R	L, TR	LTR	L, TR	14.2	B	0.787	16.2	C	0.744
2	Reservation Rd & Vista Del Camino	LTR	LTR	TL, TR	TL, TR	7.5	A	0.407	14.5	B	0.712
3	Reservation Rd & Seacrest Ave	LTR	N/A	T, TR	L, T	8.0	A	0.562	12.5	B	0.748
4	Reservation Rd & Shopping Center	LTR	LTR	TL, TR	TL, R	7.6	A	0.556	10.6	B	0.756
5	Reservation Rd & De Forest Rd	LTR	LTR	TL, TR	TL, R	8.0	A	0.577	11.4	B	0.776
6	Reservation Rd & Cresent Ave	LTR	LTR	TL, TR	L, TR	10.5	B	0.618	14.6	B	0.793
7	Reservation Rd & California Ave	LTR	LTR	TL, R	L, TR	9.8	A	0.631	12.0	B	0.719

Option 2C - 2-Lane Road & Single-Lane Roundabouts with Turn Lanes

	Intersection	Intersection Geometry Notes (# Circulating & Entry Lanes)				2040 Future Conditions					
						AM Peak Hour			PM Peak Hour		
		NB	SB	EB	WB	Delay	LOS	V/C	Delay	LOS	V/C
1	Del Monte Ave & Reservation Rd	TL, R	L, TR	LTR	L, TR	15.7	C	0.874	21.4	C	0.947
2	Reservation Rd & Vista Del Camino	LTR	LTR	L, TR	TL, TR	8.3	A	0.584	19.9	C	0.854
3	Reservation Rd & Seacrest Ave	LTR	N/A	T, R	L, T	9.0	A	0.553	22.1	C	0.982
4	Reservation Rd & Shopping Center	LTR	LTR	L, TR	TL, R	7.5	A	0.518	10.7	B	0.731
5	Reservation Rd & De Forest Rd	LTR	LTR	L, TR	TL, R	8.9	A	0.644	11.8	B	0.715
6	Reservation Rd & Cresent Ave	LTR	LTR	TL, R	L, TR	11.6	B	0.670	20.5	C	0.947
7	Reservation Rd & California Ave	LTR	LTR	LTR	LTR	18.5	C	0.853	20.3	C	0.838

Year 2040 Scenario

Acceptable operations & queues with 4-lane road geometry

Acceptable operations & queues with 3-lane road geometry

Acceptable operations, long vehicle queues

Option 2B - 3-Lane Road & Multi-Lane Roundabouts

	Intersection	Intersection Geometry Notes (# Circulating & Entry Lanes)				2040 Future Conditions					
						AM Peak Hour			PM Peak Hour		
		NB	SB	EB	WB	Delay	LOS	V/C	Delay	LOS	V/C
1	Del Monte Ave & Reservation Rd	TL, R	L, TR	LTR	L, TR	14.2	B	0.787	16.2	C	0.744
2	Reservation Rd & Vista Del Camino	LTR	LTR	TL, TR	TL, TR	7.5	A	0.407	14.5	B	0.712
3	Reservation Rd & Seacrest Ave	LTR	N/A	T, TR	L, T	8.0	A	0.562	12.5	B	0.748
4	Reservation Rd & Shopping Center	LTR	LTR	TL, TR	TL, R	7.6	A	0.556	10.6	B	0.756
5	Reservation Rd & De Forest Rd	LTR	LTR	TL, TR	TL, R	8.0	A	0.577	11.4	B	0.776
6	Reservation Rd & Cresent Ave	LTR	LTR	TL, TR	L, TR	10.5	B	0.618	14.6	B	0.793
7	Reservation Rd & California Ave	LTR	LTR	TL, R	L, TR	9.8	A	0.631	12.0	B	0.719

Year 2040 Scenario

Acceptable operations & queues with 3-lane road geometry

Option 2C - 2-Lane Road & Single-Lane Roundabouts with Turn Lanes

	Intersection	Intersection Geometry Notes (# Circulating & Entry Lanes)				2040 Future Conditions					
						AM Peak Hour			PM Peak Hour		
		NB	SB	EB	WB	Delay	LOS	V/C	Delay	LOS	V/C
1	Del Monte Ave & Reservation Rd	TL, R	L, TR	LTR	L, TR	15.7	C	0.874	21.4	C	0.947
2	Reservation Rd & Vista Del Camino	LTR	LTR	L, TR	TL, TR	8.3	A	0.584	19.9	C	0.854
3	Reservation Rd & Seacrest Ave	LTR	N/A	T, R	L, T	9.0	A	0.553	22.1	C	0.982
4	Reservation Rd & Shopping Center	LTR	LTR	L, TR	TL, R	7.5	A	0.518	10.7	B	0.731
5	Reservation Rd & De Forest Rd	LTR	LTR	L, TR	TL, R	8.9	A	0.644	11.8	B	0.715
6	Reservation Rd & Cresent Ave	LTR	LTR	TL, R	L, TR	11.6	B	0.670	20.5	C	0.947
7	Reservation Rd & California Ave	LTR	LTR	LTR	LTR	18.5	C	0.853	20.3	C	0.838

Acceptable operations, long vehicle queues

Option 2D – 2-Lane Road & Single Lane Roundabout

	Intersection	Intersection Geometry Notes (# Circulating & Entry Lanes)				2040 Future Conditions					
						AM Peak Hour			PM Peak Hour		
		NB	SB	EB	WB	Delay	LOS	V/C	Delay	LOS	V/C
1	Del Monte Ave & Reservation Rd	TL, R	L, TR	LTR	L, TR	17.2	C	0.787	17.7	B	0.721
2	Reservation Rd & Vista Del Camino	LTR	LTR	LTR	LTR	119.4	F	1.493	257.4	F	2.090
3	Reservation Rd & Seacrest Ave	LTR	N/A	LTR	LTR	24.7	C	0.918	43.8	E	1.075
4	Reservation Rd & Shopping Center	LTR	LTR	LTR	LTR	19.0	C	0.872	75.7	F	1.271
5	Reservation Rd & De Forest Rd	LTR	LTR	LTR	LTR	12.4	B	0.708	43.2	E	1.112
6	Reservation Rd & Cresent Ave	LTR	LTR	LTR	LTR	14.9	B	0.770	27.0	D	0.966
7	Reservation Rd & California Ave	LTR	LTR	LTR	LTR	16.3	B	0.822	29.5	C	0.998

Operations fail & queues spillback into adjacent intersections with 2-lane road & single lane geometry

2A - 4-Lane Road & ML Roundabouts

#	Intersection	Approach / MVMT	Lane Length (ft)	Dual Entry Alternative; 4-Lane Road			
				2040 AM Peak		2040 AM Peak	
				Impact?	95% Queue (ft)	Impact?	95% Queue (ft)
1	Del Monte Ave & Reservation Rd	NB1	450	NO	111.7	NO	100
		NB2	450	NO	80.2	NO	278.8
		SB1	1000	NO	56.8	NO	31.7
		SB2	200	NO	47.8	NO	20.9
		EB1	1000	NO	165.2	NO	173.9
		WB1	590	NO	86.8	NO	96.4
		WB2	590	NO	73.3	NO	238.6
2	Reservation Rd & Vista Del Camino	NB	100	NO	18.6	NO	54.7
		SB	500	NO	31.9	NO	127.3
		EB1	585	NO	95.8	NO	469
		EB2	585	NO	30.7	NO	48
		WB1	460	NO	50.1	NO	154.8
		WB2	460	NO	50.1	NO	154.8
3	Reservation Rd & Seacrest Ave	NB	200	NO	43.4	NO	108.3
		EB1	460	NO	87.6	NO	282.5
		EB2	460	NO	28.9	NO	40.7
		WB1	470	NO	78.1	NO	241.4
		WB2	470	NO	25.7	NO	37.1
4	Reservation Rd & Shopping Center	NB	50	NO	1.7	NO	3.4
		SB	150	NO	31	NO	21.1
		EB1	470	NO	80.8	NO	137.4
		EB2	470	NO	26.7	NO	37.8
		WB1	210	NO	68.9	NO	106.3
		WB2	210	NO	23.9	NO	32.5
5	Reservation Rd & De Forest Rd	NB	200	NO	5.6	NO	29.1
		SB	100	NO	35	NO	20.9
		EB1	210	NO	81.3	NO	124.6
		EB2	210	NO	29.6	NO	39.5
		WB1	470	NO	72.5	NO	93.9
		WB2	470	NO	26.5	NO	32.7
6	Reservation Rd & Cresent Ave	NB	150	NO	49.7	NO	86.8
		SB	150	NO	24.5	NO	15.4
		EB1	470	NO	94.8	NO	205.3
		EB2	470	NO	33.4	NO	42.2
		WB1	500	NO	70.8	NO	174.1
		WB2	500	NO	26.8	NO	38.3
7	Reservation Rd & California Ave	NB	280	NO	59.9	NO	50.5
		SB	50	NO	0.5	NO	0.8
		EB1	350	NO	104.7	NO	104.8
		EB2	350	NO	35.5	NO	35.3
		WB1	500	NO	77	NO	92.8
		WB2	500	NO	28.2	NO	32.5

2B - 3-Lane Road & ML Roundabouts

#	Intersection	Approach / MVMT	Lane Length (ft)	Dual Entry Alternative; 3-Lane Road			
				2040 AM Peak		2040 AM Peak	
				Impact?	95% Queue (ft)	Impact?	95% Queue (ft)
1	Del Monte Ave & Reservation Rd	NB1	450	NO	44.9	NO	40.2
		NB2	450	NO	31.3	NO	94
		SB1	1000	NO	25.8	NO	14.1
		SB2	200	NO	21.6	NO	9.1
		EB1	1000	NO	73	NO	76
		WB1	590	NO	36.4	NO	40.2
		WB2	590	NO	30.8	NO	100.1
2	Reservation Rd & Vista Del Camino	NB	100	NO	7.5	NO	22
		SB	500	NO	12.8	NO	51.2
		EB1	585	NO	23.1	NO	61.8
		EB2	585	NO	23.1	NO	61.8
		WB1	460	NO	20.2	NO	62.2
		WB2	460	NO	20.2	NO	62.2
3	Reservation Rd & Seacrest Ave	NB	200	NO	17.5	NO	43.6
		EB1	460	NO	21.4	NO	31.9
		EB2	460	NO	21.4	NO	31.9
		WB1	470	NO	6.7	NO	10.9
		WB2	470	NO	39.5	NO	143
4	Reservation Rd & Shopping Center	NB	50	NO	0.7	NO	1.4
		SB	150	NO	17.6	NO	11.5
		EB1	470	NO	19.8	NO	30.1
		EB2	470	NO	19.8	NO	30.1
		WB1	210	NO	40.9	NO	83.2
		WB2	210	NO	4	NO	3.2
5	Reservation Rd & De Forest Rd	NB	200	NO	2.3	NO	11.8
		SB	100	NO	19	NO	11.2
		EB1	210	NO	20.7	NO	29.3
		EB2	210	NO	20.7	NO	29.3
		WB1	470	NO	47.5	NO	137.1
		WB2	470	NO	3.6	NO	2.4
6	Reservation Rd & Cresent Ave	NB	150	NO	20	NO	34.9
		SB	150	NO	9.9	NO	6.2
		EB1	470	NO	38.1	NO	82.5
		EB2	470	NO	13.4	NO	17
		WB1	500	NO	3.1	NO	6.1
		WB2	500	NO	48.7	NO	190.8
7	Reservation Rd & California Ave	NB	280	NO	32.1	NO	27.5
		SB	50	NO	0.2	NO	0.3
		EB1	350	NO	50.2	NO	86.2
		EB2	350	NO	11	NO	5.8
		WB1	500	NO	6.2	NO	5.5
		WB2	500	NO	42.7	NO	69.1

2C - 2-Lane Road & SL Roundabouts+TL

#	Intersection	Approach / MVMT	Lane Length (ft)	Dual Entry Alternative; 2-Lane Road			
				2040 AM Peak		2040 AM Peak	
				Impact?	95% Queue (ft)	Impact?	95% Queue (ft)
1	Del Monte Ave & Reservation Rd	NB1	450	NO	47.4	NO	48.6
		NB2	450	NO	32.5	NO	106.6
		SB1	1000	NO	25.1	NO	17.3
		SB2	200	NO	23	NO	11.2
		EB1	1000	NO	124.1	NO	191.7
		WB1	590	NO	40.9	NO	69
		WB2	590	NO	47.8	NO	108.6
2	Reservation Rd & Vista Del Camino	NB	100	NO	11.5	NO	48
		SB	500	NO	17.1	NO	86.2
		EB1	585	NO	11.9	NO	24.8
		EB2	585	NO	54.9	NO	254.8
		WB1	460	NO	24.4	NO	66.3
		WB2	460	NO	29.9	NO	66.9
3	Reservation Rd & Seacrest Ave	NB	200	NO	39.6	YES	220.9
		EB1	460	NO	50.3	NO	147.3
		EB2	460	NO	12.2	NO	17.3
		WB1	470	NO	14.3	NO	23.2
		WB2	470	NO	46.6	NO	108
4	Reservation Rd & Shopping Center	NB	50	NO	1	NO	2.6
		SB	150	NO	24	NO	20.8
		EB1	470	NO	7.6	NO	8.2
		EB2	470	NO	52.2	NO	93.1
		WB1	210	NO	38.4	NO	64.8
		WB2	210	NO	7.8	NO	6.2
5	Reservation Rd & De Forest Rd	NB	200	NO	6.4	NO	39.5
		SB	100	NO	27.3	NO	22.5
		EB1	210	NO	69	NO	87.1
		EB2	210	NO	1.9	NO	7.8
		WB1	470	NO	41.7	NO	68.7
		WB2	470	NO	6.8	NO	5
6	Reservation Rd & Cresent Ave	NB	150	NO	58.1	YES	179.9
		SB	150	NO	16.6	NO	11.5
		EB1	470	NO	70.8	NO	145.2
		EB2	470	NO	5.7	NO	9.5
		WB1	500	NO	6.6	NO	13.4
		WB2	500	NO	52.4	NO	120.5
7	Reservation Rd & California Ave	NB	280	NO	75.3	NO	73.3
		SB	50	NO	0.5	NO	1.3
		EB1	350	NO	277.6	NO	229.9
		EB2	350	NO		NO	
		WB1	500	NO	89.5	NO	205.2
		WB2	500	NO		NO	

2D - 2-Lane Road & SL Roundabouts

#	Intersection	Approach / MVMT	Lane Length (ft)	Single Lane Alternative; 2-Lane Road			
				2040 AM Peak		2040 AM Peak	
				Impact?	95% Queue (ft)	Impact?	95% Queue (ft)
1	Del Monte Ave & Reservation Rd	NB1	450	NO	111.7	NO	100
		NB2	450	NO	80.2	NO	278.8
		SB1	1000	NO	56.8	NO	31.7
		SB2	200	NO	47.8	NO	20.9
		EB1	1000	NO	165.2	NO	173.9
		WB1	590	NO	86.8	NO	96.4
		WB2	590	NO	73.3	NO	238.6
2	Reservation Rd & Vista Del Camino	NB	100	NO	24.9	NO	62.7
		SB	500	NO	45.2	NO	148.9
		EB1	585	YES	738.7	YES	2901.7
		EB2	585				
		WB1	460	YES	507.3	YES	2664
		WB2	460				
3	Reservation Rd & Seacrest Ave	NB	200	NO	60.8	NO	147.3
		EB1	460	YES	570.2	YES	2009.6
		EB2	460				
		WB1	470	NO	370.9	YES	1653.3
		WB2	470				
4	Reservation Rd & Shopping Center	NB	50	NO	2.2	NO	4.7
		SB	150	NO	43.7	NO	28.6
		EB1	470	NO	217.3	YES	1215.2
		EB2	470				
		WB1	210	NO	168.3	YES	733.1
		WB2	210				
5	Reservation Rd & De Forest Rd	NB	200	NO	7.5	NO	40.6
		SB	100	NO	47.2	NO	27.7
		EB1	210	YES	417.6	YES	1337.7
		EB2	210				
		WB1	470	NO	184.4	YES	558.4
		WB2	470				
6	Reservation Rd & Cresent Ave	NB	150	NO	68.9	NO	125
		SB	150	NO	33.4	NO	20.7
		EB1	470	YES	722.3	YES	1814.2
		EB2	470				
		WB1	500	NO	283	YES	1222.9
		WB2	500				
7	Reservation Rd & California Ave	NB	280	NO	79.8	NO	68.4
		SB	50	NO	0.6	NO	1.1
		EB1	350	YES	886.9	YES	819.3
		EB2	350				
		WB1	500	NO	196.2	YES	600.1
		WB2	500				

2A - 4-Lane Road & ML Roundabouts

#	Intersection	Approach / MVMT	Lane Length (ft)	Dual Lane Alternative; 4-Lane Road			
				2040 AM Peak		2040 AM Peak	
				Impact?	95% Queue (ft)	Impact?	95% Queue (ft)
1	Del Monte Ave & Reservation Rd	NBL	450	NO	111.7	NO	100
		NBR	450	NO	80.2	NO	278.8
		NBR2	1000	NO	56.8	NO	31.7
		SBL	200	NO	47.8	NO	20.9
		SBL2	1000	NO	165.2	NO	173.9
		EBR	590	NO	86.8	NO	96.4
		WBL	590	NO	73.3	NO	238.6
2	Reservation Rd & Vista Del Camino	NB	100	NO	18.6	NO	54.7
		SB	500	NO	31.9	NO	127.3
		EB1	585	NO	95.8	NO	469
		EB2	585	NO	30.7	NO	48
		WB1	460	NO	50.1	NO	154.8
		WB2	460	NO	50.1	NO	154.8
3	Reservation Rd & Seacrest Ave	NB	200	NO	43.4	NO	108.3
		EB1	460	NO	87.6	NO	282.5
		EB2	460	NO	28.9	NO	40.7
		WB1	470	NO	78.1	NO	241.4
		WB2	470	NO	25.7	NO	37.1
4	Reservation Rd & Shopping Center	NB	50	NO	1.7	NO	3.4
		SB	150	NO	31	NO	21.1
		EB1	470	NO	80.8	NO	137.4
		EB2	470	NO	26.7	NO	37.8
		WB1	210	NO	68.9	NO	106.3
		WB2	210	NO	23.9	NO	32.5
5	Reservation Rd & De Forest Rd	NB	200	NO	5.6	NO	29.1
		SB	100	NO	35	NO	20.9
		EB1	210	NO	81.3	NO	124.6
		EB2	210	NO	29.6	NO	39.5
		WB1	470	NO	72.5	NO	93.9
		WB2	470	NO	26.5	NO	32.7
6	Reservation Rd & Cresent Ave	NB	150	NO	49.7	NO	86.8
		SB	150	NO	24.5	NO	15.4
		EB1	470	NO	94.8	NO	205.3
		EB2	470	NO	33.4	NO	42.2
		WB1	500	NO	70.8	NO	174.1
		WB2	500	NO	26.8	NO	38.3
7	Reservation Rd & California Ave	NB	280	NO	59.9	NO	50.5
		SB	50	NO	0.5	NO	0.8
		EB1	350	NO	104.7	NO	104.8
		EB2	350	NO	35.5	NO	35.3
		WB1	500	NO	77	NO	92.8
		WB2	500	NO	28.2	NO	32.5

2B - 3-Lane Road & ML Roundabouts

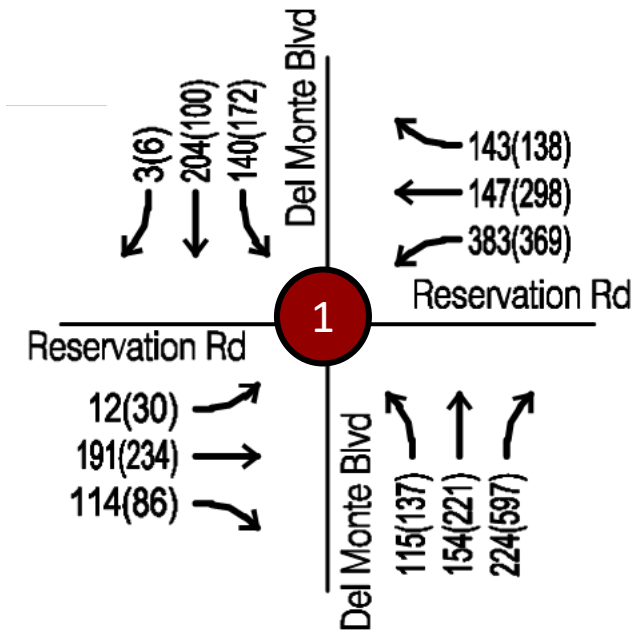
#	Intersection	Approach / MVMT	Lane Length (ft)	Dual Lane Alternative; 3-Lane Road			
				2040 AM Peak		2040 AM Peak	
				Impact?	95% Queue (ft)	Impact?	95% Queue (ft)
1	Del Monte Ave & Reservation Rd	NBL	450	NO	111.7	NO	100
		NBR	450	NO	80.2	NO	278.8
		NBR2	1000	NO	56.8	NO	31.7
		SBL	200	NO	47.8	NO	20.9
		SBL2	1000	NO	165.2	NO	173.9
		EBR	590	NO	86.8	NO	96.4
		WBL	590	NO	73.3	NO	238.6
2	Reservation Rd & Vista Del Camino	NB	100	NO	15.6	NO	48.4
		SB	500	NO	31.9	NO	127.3
		EB1	585	NO	57.3	NO	153.6
		EB2	585	NO	57.3	NO	153.6
		WB1	460	NO	45.8	NO	146
		WB2	460	NO	45.8	NO	146
3	Reservation Rd & Seacrest Ave	NB	200	NO	43.4	NO	108.3
		EB1	460	NO	53.3	NO	79.4
		EB2	460	NO	53.3	NO	79.4
		WB1	470	NO	16.7	NO	27
		WB2	470	NO	98.1	NO	355.5
4	Reservation Rd & Shopping Center	NB	50	NO	1.7	NO	3.4
		SB	150	NO	43.7	NO	28.6
		EB1	470	NO	49.1	NO	74.8
		EB2	470	NO	49.1	NO	74.8
		WB1	210	NO	101.8	NO	206.9
		WB2	210	NO	10.1	NO	8
5	Reservation Rd & De Forest Rd	NB	200	NO	5.6	NO	29.1
		SB	100	NO	47.2	NO	27.7
		EB1	210	NO	51.6	NO	72.8
		EB2	210	NO	51.6	NO	72.8
		WB1	470	NO	118.1	NO	270.4
		WB2	470	NO	9	NO	5.9
6	Reservation Rd & Cresent Ave	NB	150	NO	49.7	NO	86.8
		SB	150	NO	24.5	NO	15.4
		EB1	470	NO	94.8	NO	205.3
		EB2	470	NO	33.4	NO	42.2
		WB1	500	NO	7.7	NO	15.3
		WB2	500	NO	121.1	NO	474.5
7	Reservation Rd & California Ave	NB	280	NO	79.8	NO	68.4
		SB	50	NO	0.5	NO	0.8
		EB1	350	NO	124.8	NO	214.3
		EB2	350	NO	27.3	NO	14.5
		WB1	500	NO	15.5	NO	13.7
		WB2	500	NO	106.1	NO	171.8

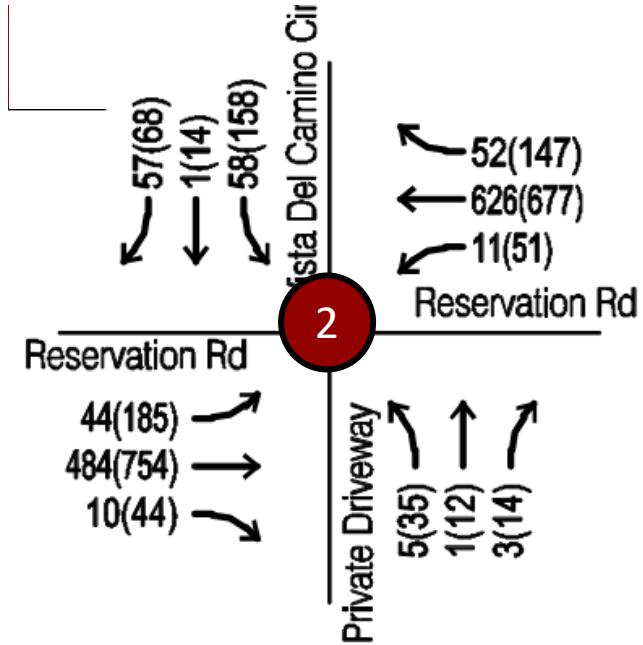
Traffic Volumes

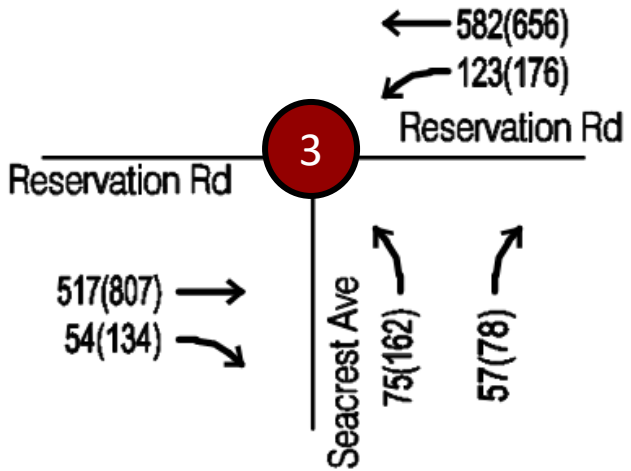
- 2040 Traffic forecasts
  - From AMBAG Travel Demand Model
  - Includes traffic and travel pattern changes from
    - Marina Downtown Plan
    - Regional growth and roadway improvements

Year 2018 Traffic Volumes

XX – AM Volume
(XX) – PM Volume

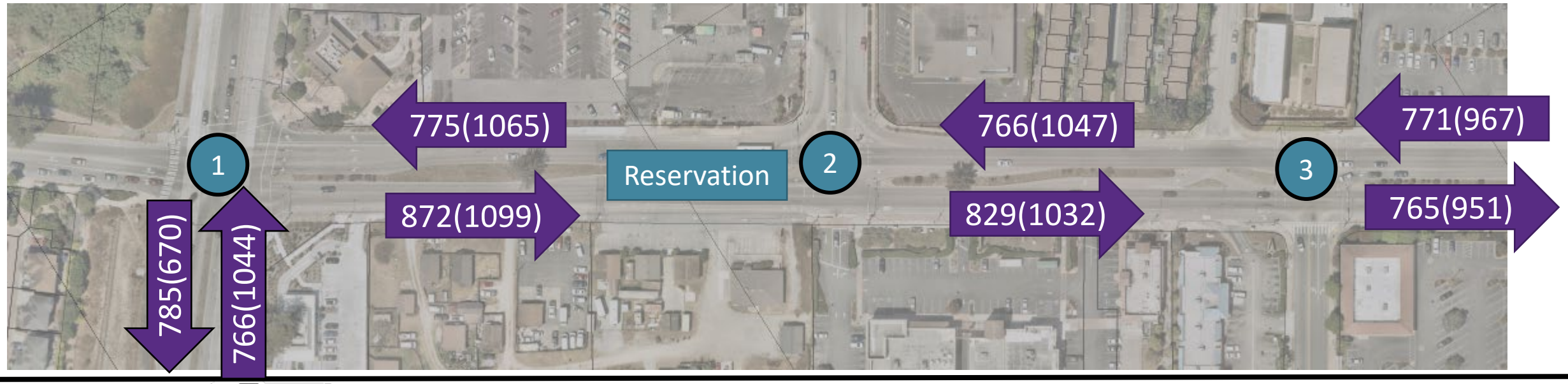


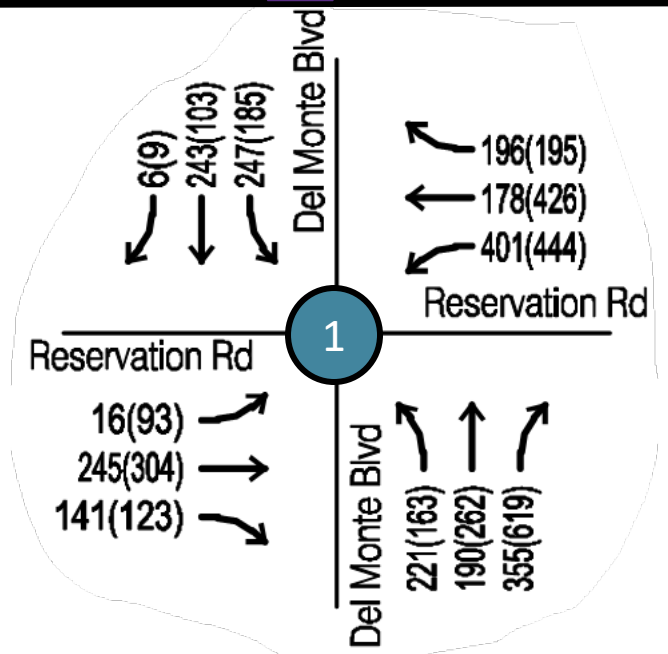


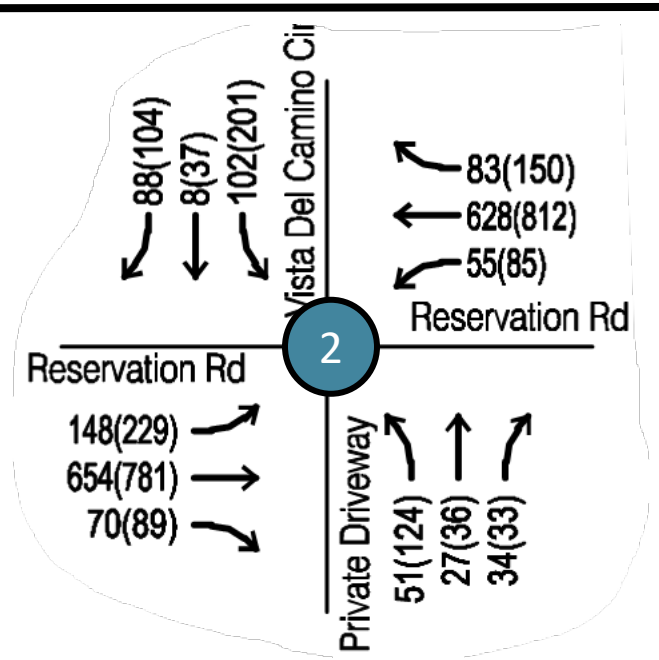


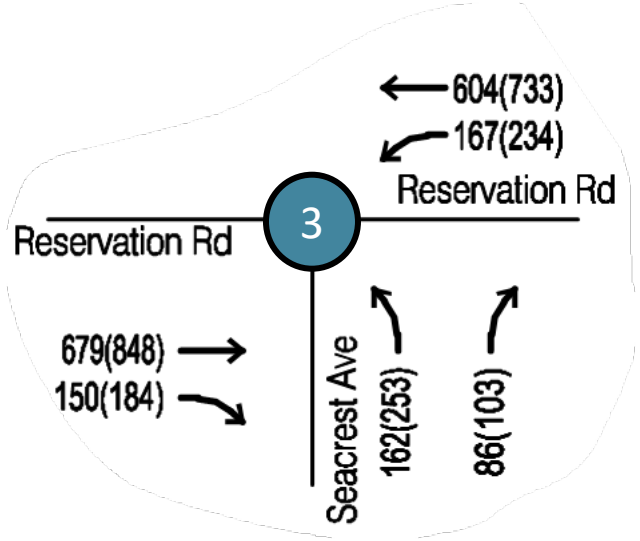
Year 2040 Traffic Volumes

XX – AM Volume
(XX) – PM Volume



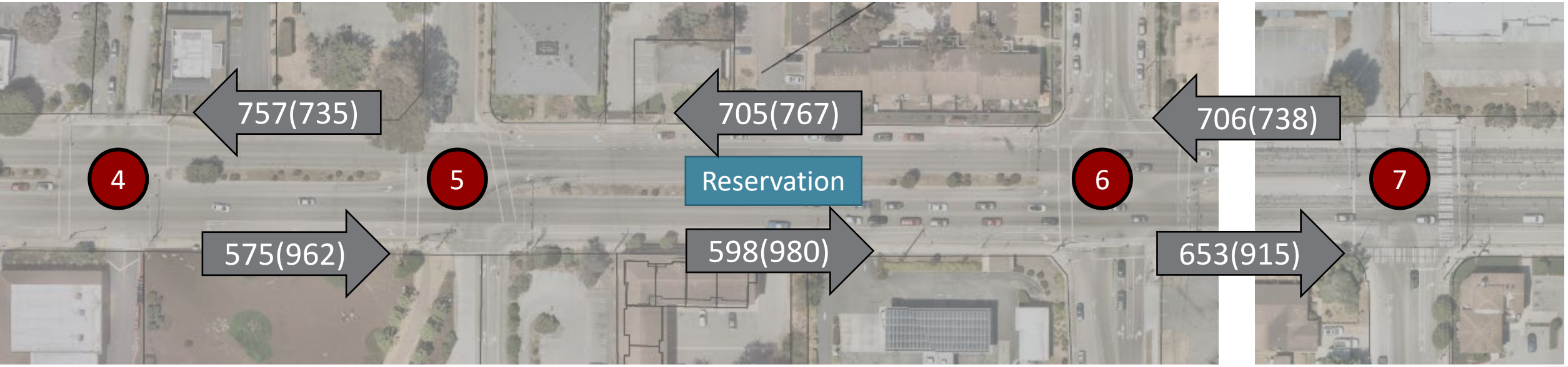


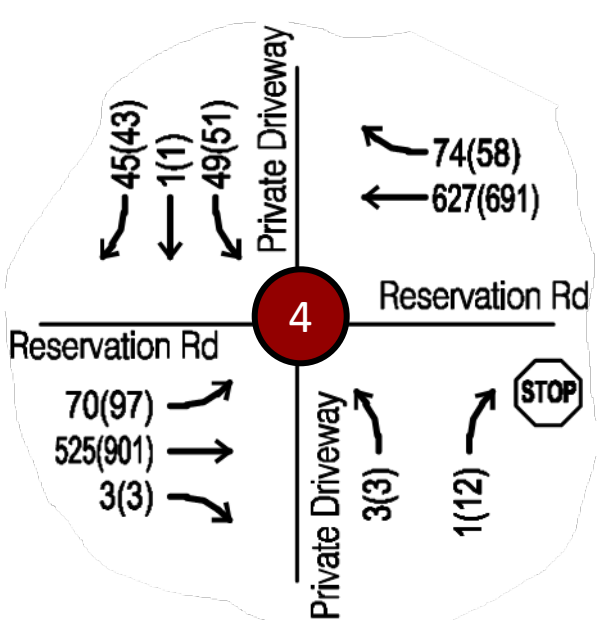


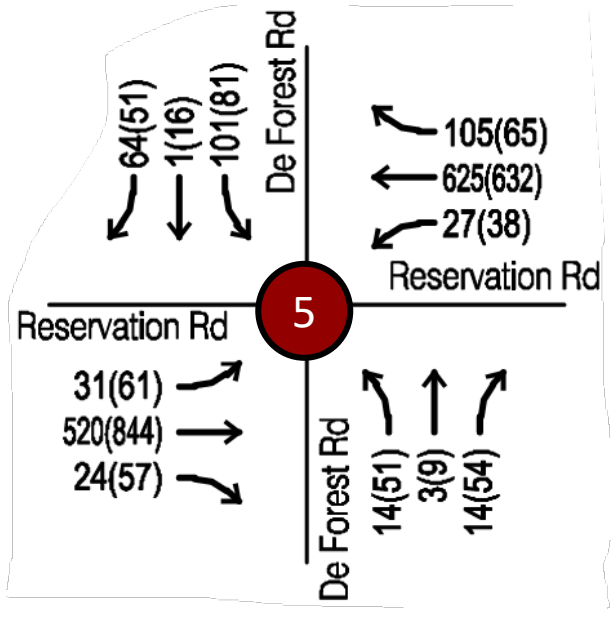


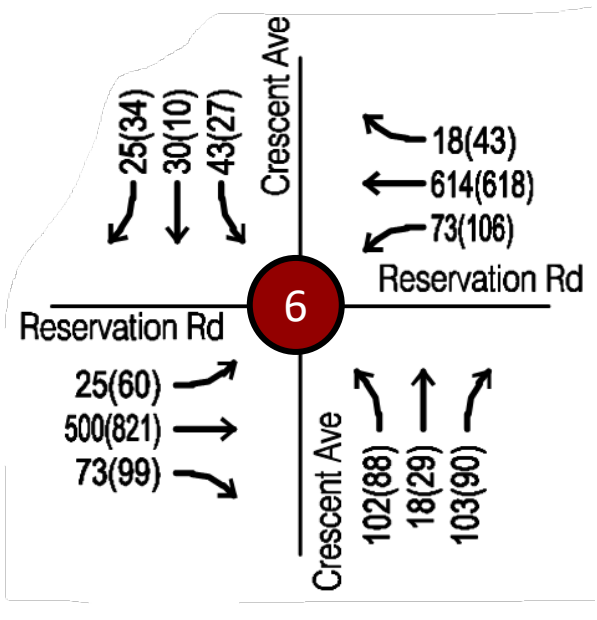
Year 2018 Traffic Volumes

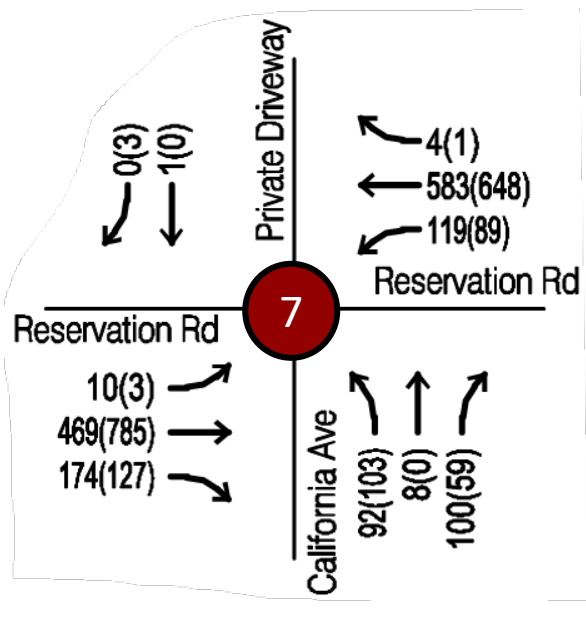
XX – AM Volume
(XX) – PM Volume





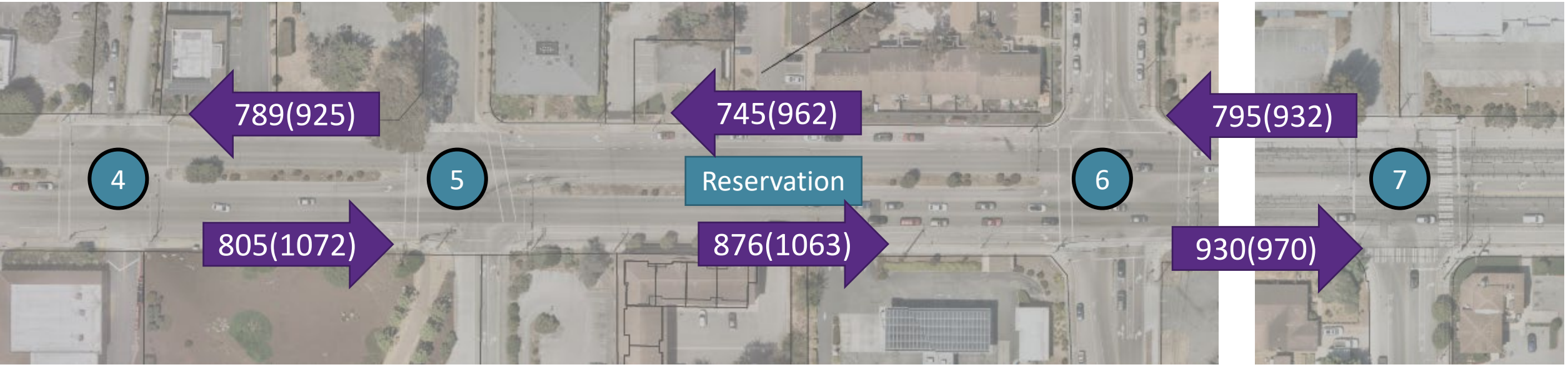


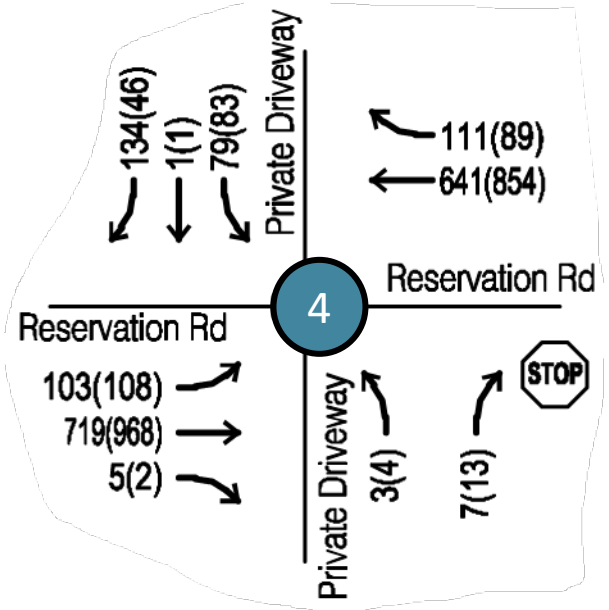


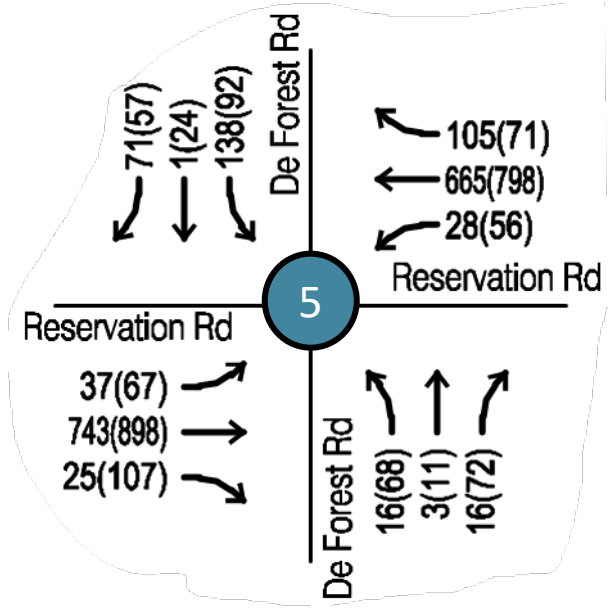


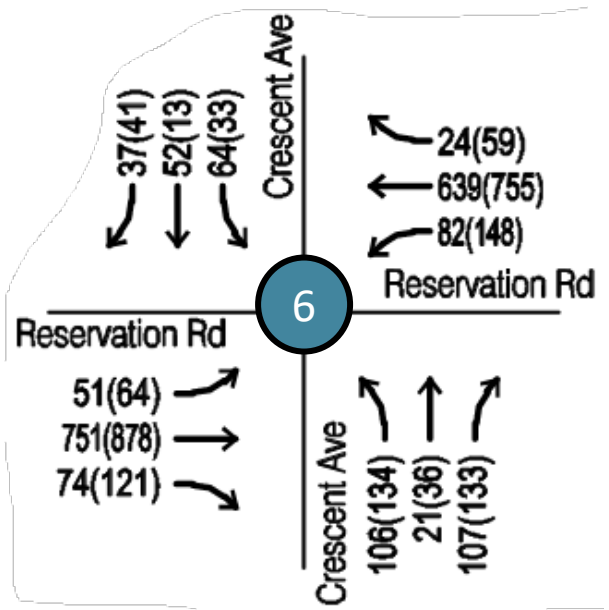
Year 2040 Traffic Volumes

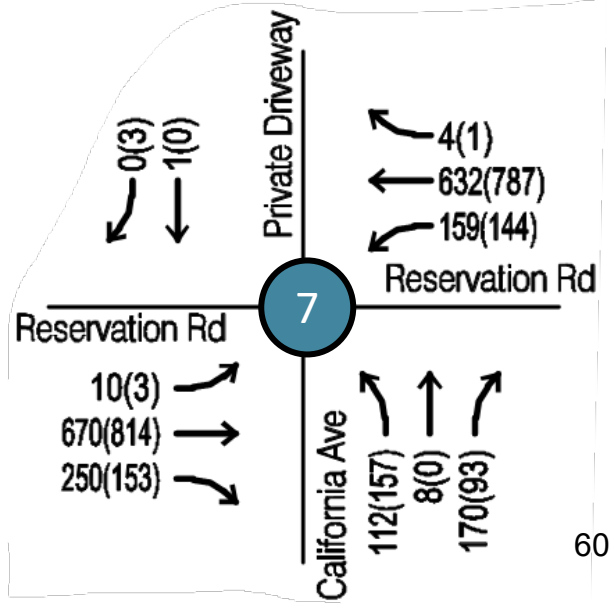
XX – AM Volume
(XX) – PM Volume











Through Volumes WB (R to SR1)

Through Volumes EB (SR1 to R)

1,150 trips
9,800 trips 2018
10,099 trips 2040

EXHIBIT C

From Vision to Action: Shaping Downtown Marina Together

Reservation Road & Del Monte Blvd. Corridor(s)

Community Meeting-March 24, 2026

Why We're Here

- To build a shared understanding of Downtown Marina's opportunities and challenges, specific to Reservation Road and Del Monte Corridors.
- To explore real ideas for supporting local businesses, housing, and community spaces
- To learn from other communities that have successfully revitalized their downtowns
- To help shape priorities for safer, more vibrant streets that support the future vision

How We’re Going to Do It

Understand the Big Picture
Learn about the Downtown Specific Plan as it relates to Reservation Road and Del Monte Blvd Corridors, market realities, and examples from other communities.

Talk Together About the Vision
Small-group discussions about what you want to see in Downtown Marina.

Explore Street & Infrastructure Ideas
Review proposed improvements like complete streets and roundabouts.

Prioritize What Matters Most
Share feedback and identify common themes across the room.

Discuss Next Steps
Hear how tonight’s input will help guide future decisions.

Working Together Tonight

Respect all voices
Listen actively and allow others to finish speaking.

Share the floor
Keep comments concise so everyone at your table can participate.

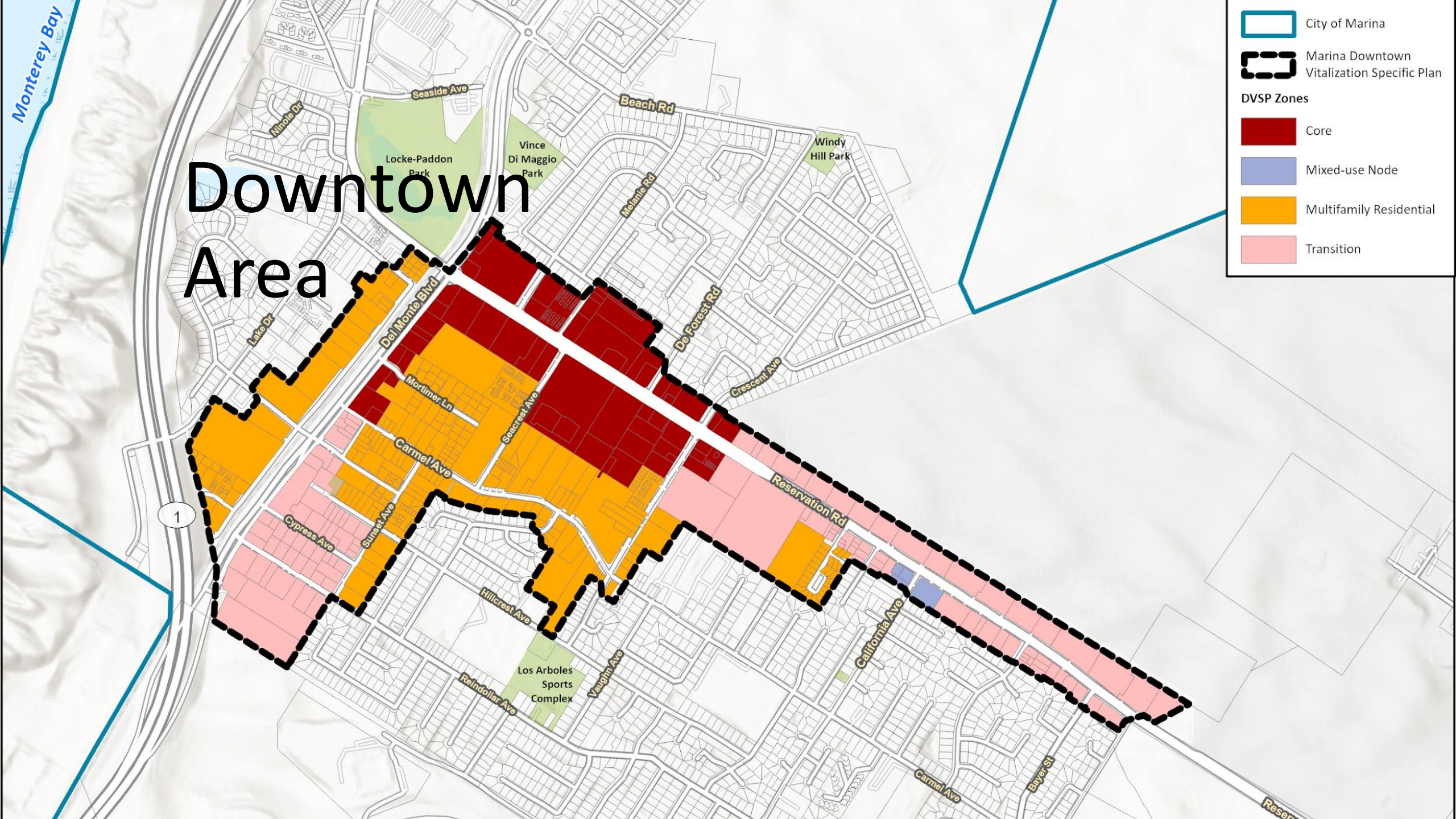
Focus on the future
Center ideas on solutions and opportunities for Downtown.

Address the issue — not the person
Maintain a respectful and civil tone at all times.

Stay on topic
Help your group focus on the workshop questions so we can conclude on time.

Downtown Specific Plan Background

Guido Persicone, Community Development Director


Downtown Area
City of Marina
Marina Downtown Vitalization Specific Plan
DVSP Zones
Core
Mixed-use Node
Multifamily Residential
Transition
Monterey Bay
Seaside Ave
Nimole Dr
Locke-Paddon Park
Vince Di Maggio Park
Beach Rd
Windy Hill Park
Melanie Rd
Del Monte Blvd
Lake Dr
De Forest Rd
Crescent Ave
Mortimer Ln
Seacrest Ave
Carmel Ave
Reservation Rd
1
Cypress Ave
Sunset Ave
Hillcrest Ave
Los Arboles Sports Complex
Reindollar Ave
Vaughn Ave
California Ave
Carmel Ave
Beyer St

Downtown Specific Plan Background

- A Specific Plan is a planning tool that local governments can use to implement their General Plan and to guide development in a localized area.
- General Plan Policy 5.11 Directs staff to adopt a Downtown Specific Plan

Downtown Specific Plan Goals

- *Mobility* - improved pedestrian and vehicular circulation
- *Economic Vitality* - Attracts and sustains economic activity through innovation, business and social opportunities.
- *Housing Affordability - a* variety of affordable, high quality housing options for people to live in downtown.
- *Cultural Diversity - a* downtown where people of all incomes, ages, abilities, races and cultures feel like they belong
- *Community Identity* - a place that provides opportunities for an attractive built environment

Project Outreach History

- 1978 - first General Plan encouraged a downtown
- 1982 - updated General Plan encouraged more commercial space in Marina
- 1986 - establishing of the Redevelopment Agency with a focus on a downtown area
- 1994 - Fort Ord closes. Marina loses 21% of its population, negatively impacting downtown area
- 1998 - retail leakage report prepared; found a need for a downtown and more commercial
- 2001 - revitalization of the commercial core a key Council priority
- 2005 - Downtown Vision and Design Guidelines adopted
- 2006 - traffic study prepared for the downtown area; discussion of reducing to two lanes
- 2011 - draft downtown plan presented to the City Council
- 2018-2019 - 15 Ad Hoc Meetings; 6 Planning Commission Hearings; 2 Design Review Committee meetings; 2 City Council meetings
- 2021-Present - Affordable Housing Overlay Policy Adopted; Revised Plan
- October 2024 - Downtown Specific Plan adopted by City Council

Downtown Visioning

Market Realities & Peer Review

Sandra Meyer and Barry Foster - HDL Companies

HdL EconSolutions
Market and Site Assessment

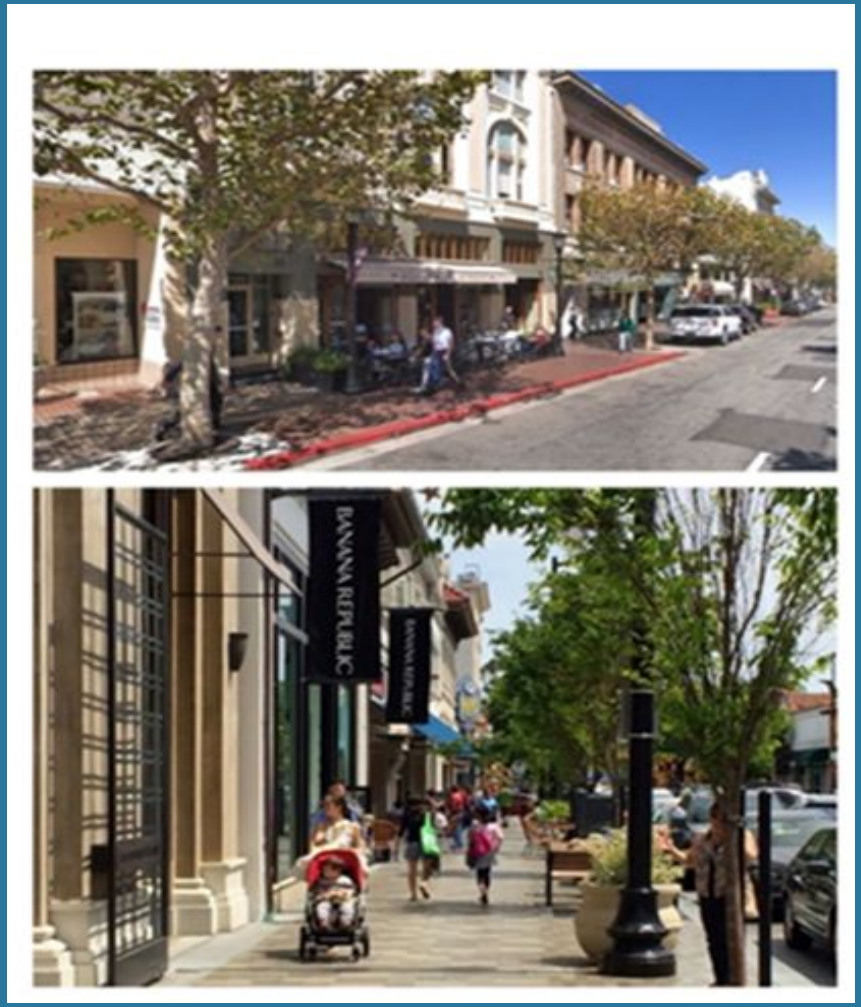
- Marina overall is undergoing significant retail and economic growth
- Retail leakage to neighboring cities underscore the need for a diversified retail mix to capture local spending
- Mixed-use developments that integrate retail, and entertainment components could stimulate commercial growth.
- The Downtown/Central Marina shopping area which includes four shopping centers represent opportunities for increased density, mixed use development, pedestrian improvements, public plazas and entertainment venues.

HdL Peer Review
Marina Downtown Specific Plan

- The Specific Plan provides a road map that is aspirational in its vision for the future of downtown Marina
- Transformation into an urban center envisioned in the Plan seems unlikely
- With some modifications and adjustments to the Plan's land use and development regulations a more discernable, destination oriented "downtown" could transpire.

HdL Peer Review
Marina Downtown Specific Plan

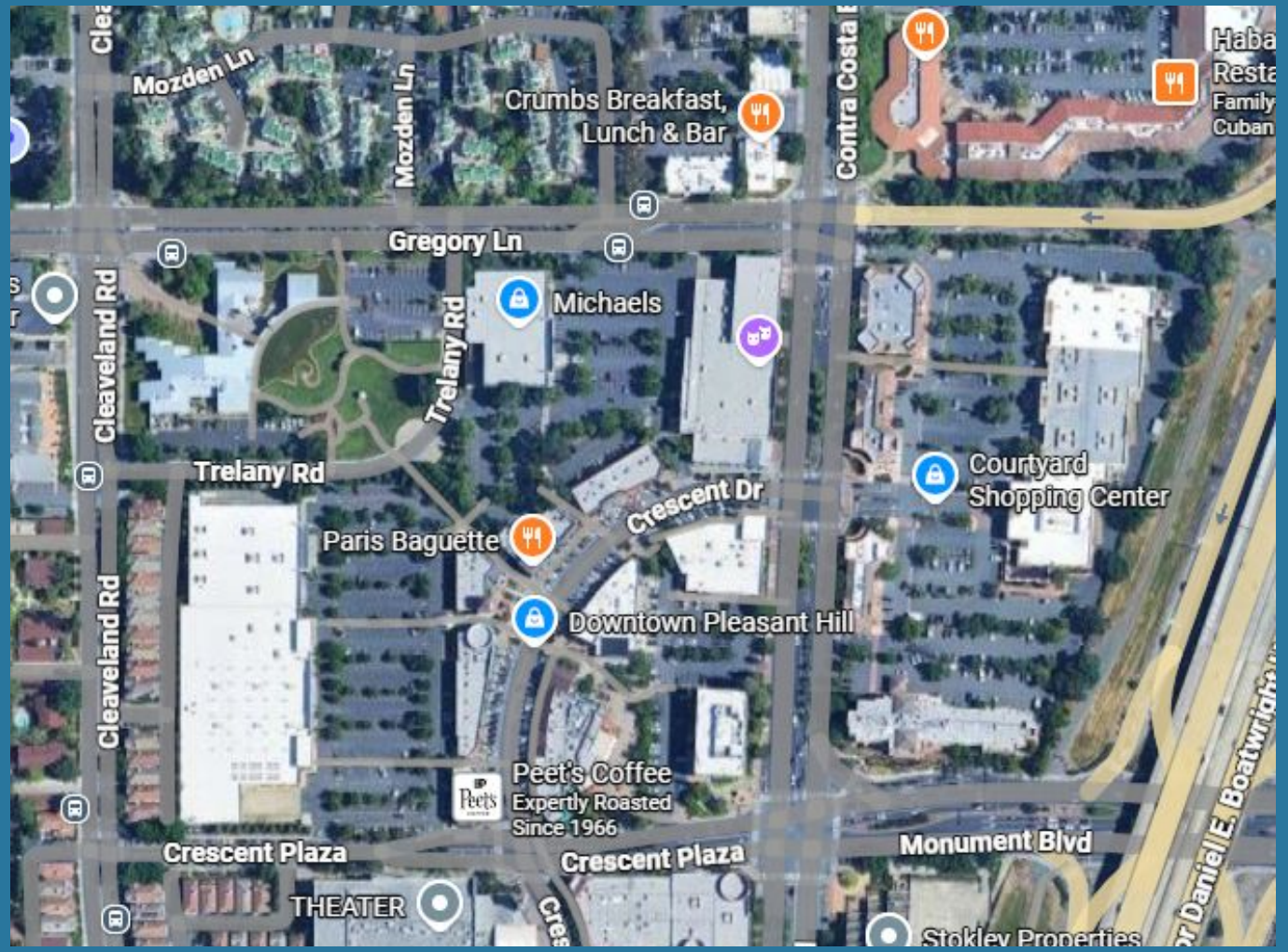
The Plan envisions new development along Reservation Rd to include mixed use buildings built to the sidewalk with ground floor retail and residential above.



HdL Peer Review
Marina Downtown Specific Plan

Recommendations:

- Explore horizontal and encourage mixed-use design alternatives to facilitate redevelopment of the suburban shopping centers in the Core area.



HdL Peer Review
Marina Downtown Specific Plan

Recommendations:

- Explore horizontal and encourage mixed-use design alternatives to facilitate redevelopment of the suburban shopping centers in the Core area.

HdL Peer Review
Marina Downtown Specific Plan

Recommendations:

- Explore horizontal and encourage mixed-use design alternatives to facilitate redevelopment of the suburban shopping centers in the Core area.

HdL Peer Review
Marina Downtown Specific Plan

Recommendations:

- Explore horizontal and encourage mixed-use design alternatives to facilitate redevelopment of the suburban shopping centers in the Core area.

Downtown Visioning

Comparative Analysis

Geary and Michelle Coats, Coats Consulting

Comparative Analysis-Downtown Areas

Morgan Hill

Breakout #1: Downtown Vision

#1 Break Out Session

1. How often do you visit/go to the downtown for shopping or eating?

2. When you imagine the future of Downtown Marina, what types of experiences would make you want to visit more often or stay longer?

3. Do the “Real Estate Market Analysis” and “Peer Review of the Downtown Specific Plan” reports change your vision for the future of downtown development?

Infrastructure: Reimagining the Corridor

Frederik Venter, Kimley Horn

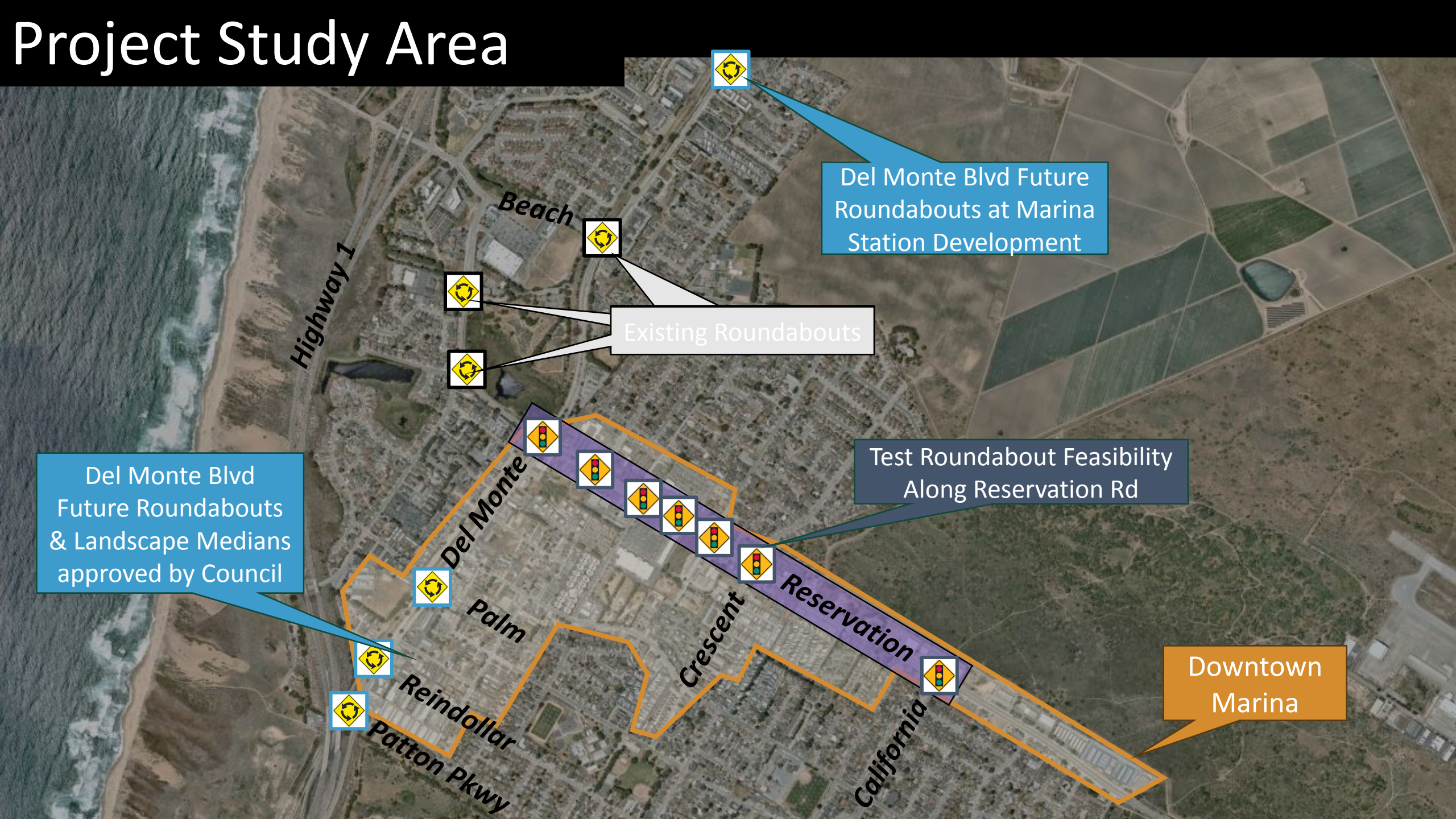
EXISTING

CITY OF MARINA

DEL MONTE BLVD MEDIANS

DOWNTOWN MARINA STREETSCAPE

Project Study Area



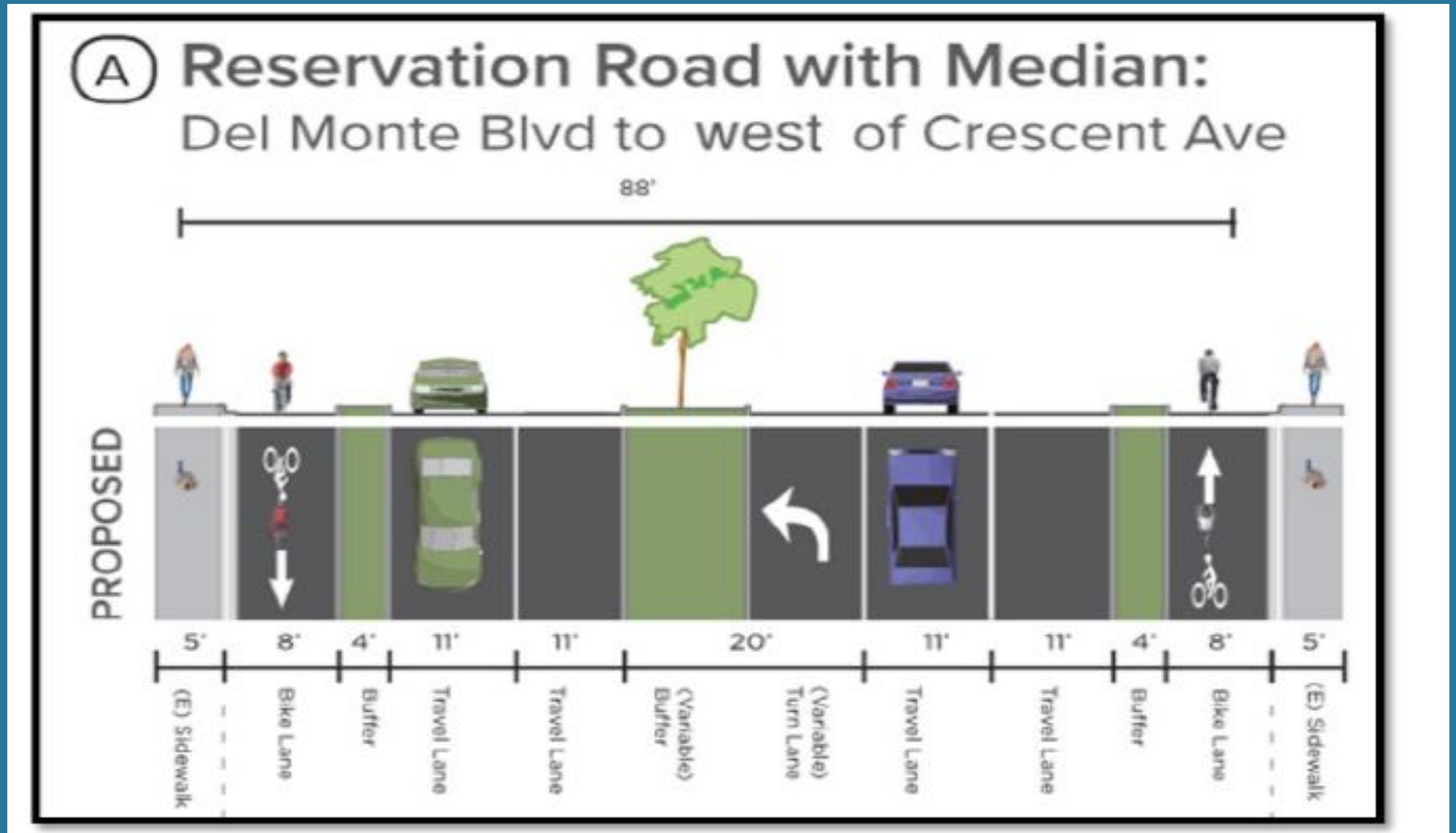
Downtown Specific Plan – Mobility

Table 5-2. [redacted]

[redacted]	Description
Road Width Reduction /Road Diet	Reducing the number and width of traffic lanes
Raised Median Island or Refuge Island	Raised island in the road center (median) narrows lanes and provides pedestrian with a safe place to stop while crossing wide streets.
Curb Extensions/Neckdowns/ Bulb-outs	Curb extensions at intersections that reduce the roadway width from curb to curb thereby reducing pedestrian crossing distance and slowing traffic.
Speed Tables/Raised Crosswalks	Ramped surface above roadway requiring drivers to slow while crossing pedestrian areas.
Reduced Corner Radii	The radius of street corners affects traffic turning speeds. A tighter radius forces drivers to reduce speed to safely make the turn.
Rumble Strips	Low bumps across road make noise when driven over
Roundabouts	Medium to large traffic circles requiring traffic to slow while navigating an intersection.
Pavement Treatments/Pavement Textures	Pavement treatments such as cobbles or bricks and markings to designate pedestrian oriented areas.
Bicycle Lanes	Marking bicycle lanes narrows traffic lanes, causing vehicles to slow
Perceptual Design Features	Patterns painted into road surfaces and other perceptual design features that encourage drivers to reduce their speeds
Street Trees and Landscaping	Planting trees or landscaping along a street visually narrows the street, thereby reducing vehicle speed
Reduced Speed Limits	Reduction of posted speed limits and enforcement of posted speed limits.
On-Street Parking	On-street parking (diagonal or parallel) can serve as a highly effective way to slow traffic in main street and neighborhood environments
Elimination of Turn Lanes	Turn lanes facilitate vehicular movement across pedestrian rights-of-way during walk cycles. Eliminating dedicated turn lanes can improve pedestrian safety by encouraging drivers to stop completely before making a turn.

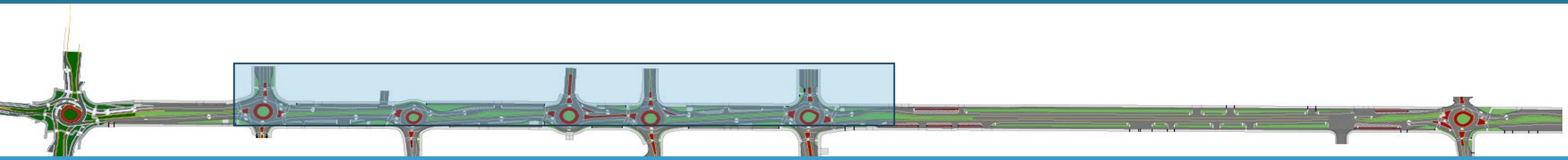
Features incorporated with roundabout corridor

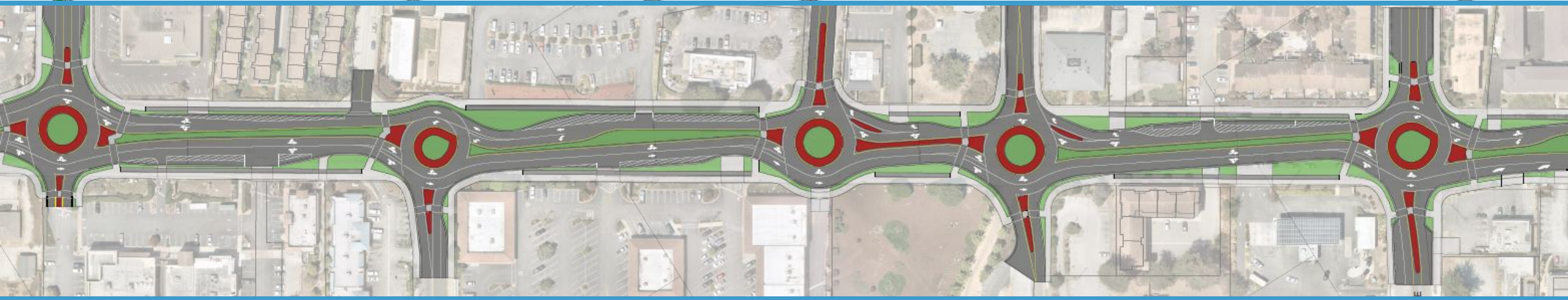
Downtown Specific Plan – Mobility



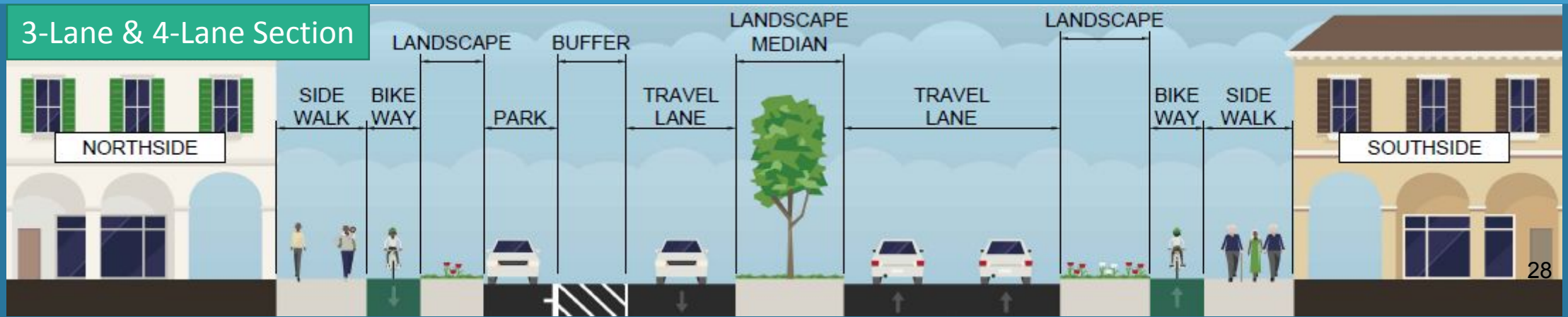
Roundabout Corridor
Vista Del Camino to Crescent

CONCEPT LAYOUT FOR ILLUSTRATIVE PURPOSES

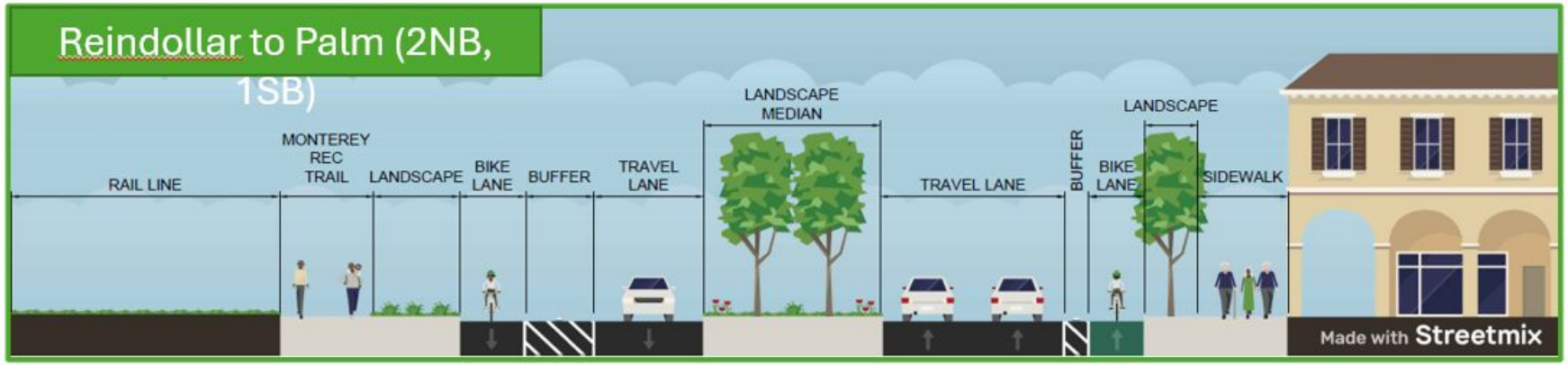


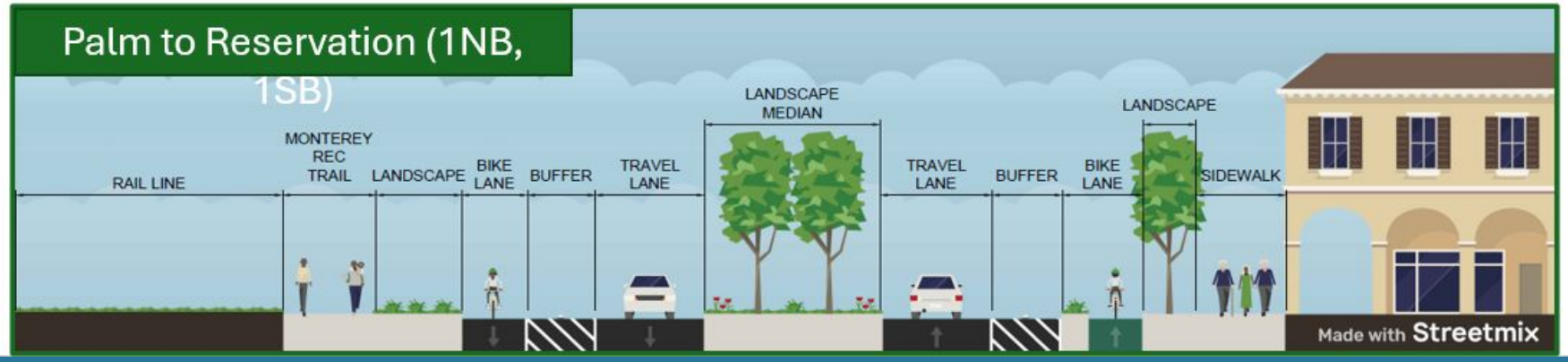


3-Lane & 4-Lane Section

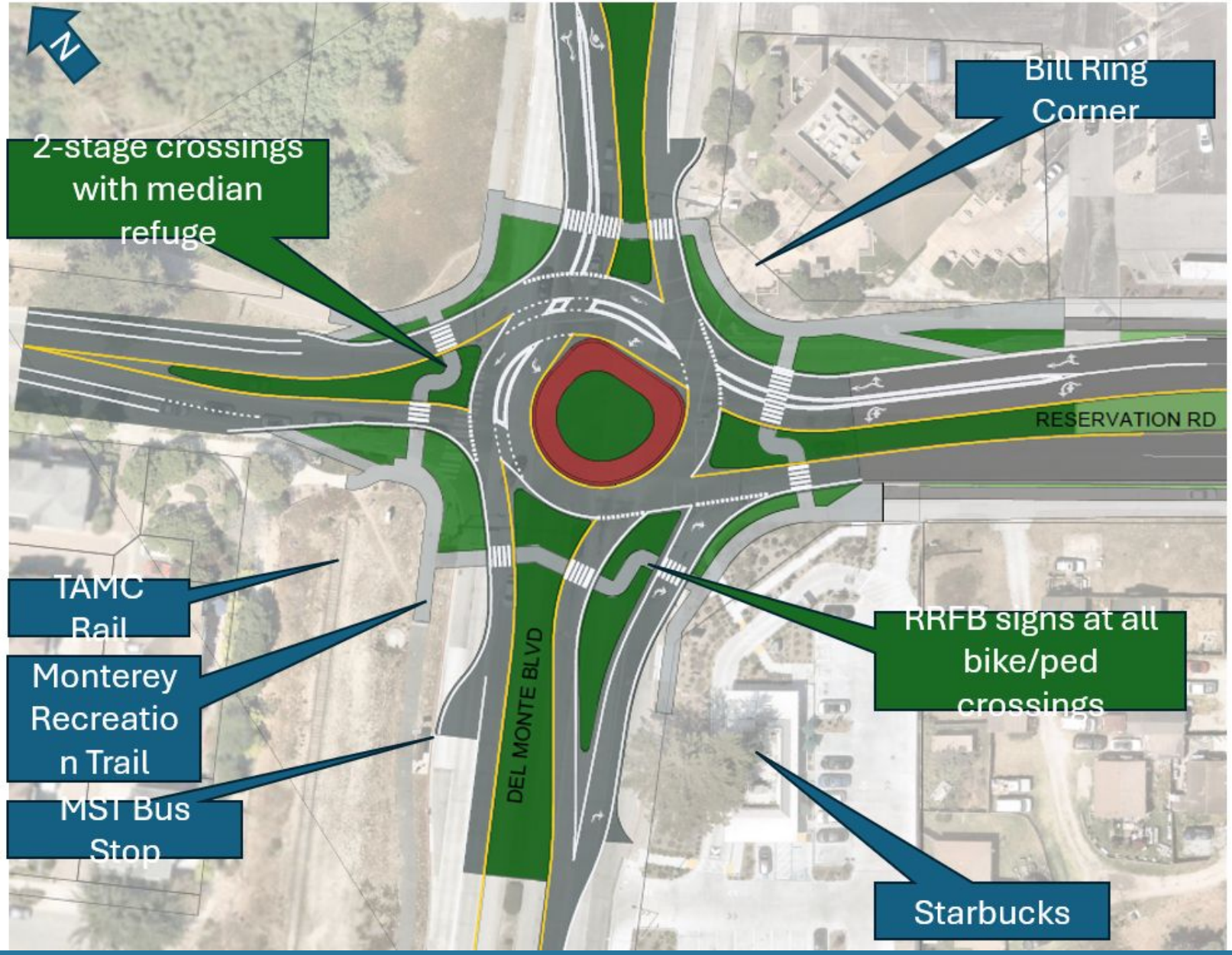


Del Monte Layout
Proposed Roadway - Roundabouts

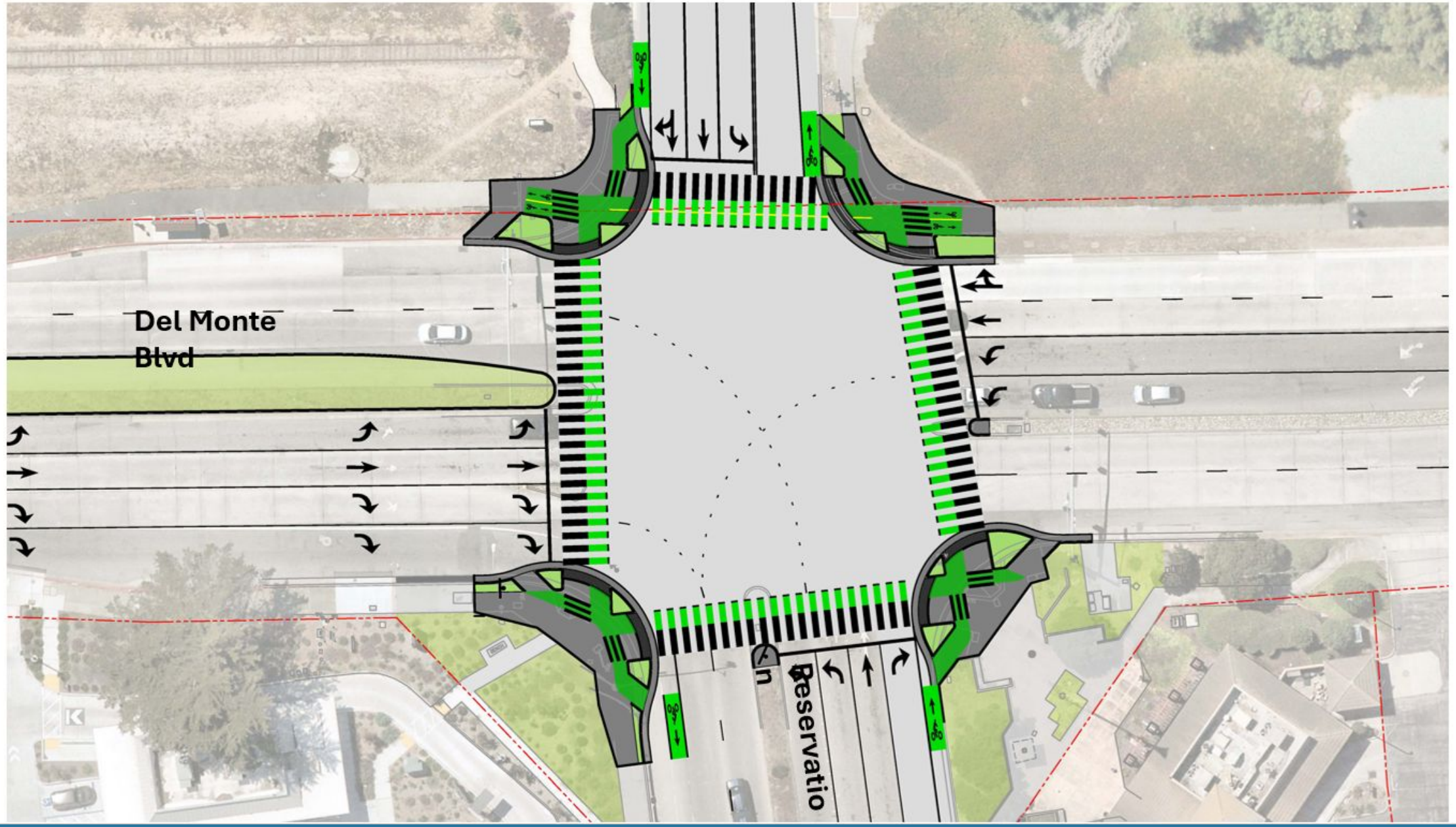




Del Monte / Reservation



Del Monte / Reservation



EXISTING

CITY OF MARINA

DEL MONTE BLVD MEDIANS

DOWNTOWN MARINA STREETSCAPE

PROPOSED VIEW

Conceptual, artistic representation, not for construction

CITY OF MARINA

DEL MONTE BLVD MEDIANS

DOWNTOWN MARINA STREETSCAPE

Conceptual, artistic representation, not for construction

CITY OF MARINA

DEL MONTE BLVD MEDIANS

DOWNTOWN MARINA STREETSCAPE

Conceptual, artistic representation, not for construction

CITY OF MARINA

DEL MONTE BLVD MEDIANS

DOWNTOWN MARINA STREETSCAPE

Breakout #2: From Vision to Design

#2 Break Out Session

1. ***At the intersection of Reservation Road and Del Monte Boulevard, which design do you feel would better support your vision for Downtown Marina?***
   a. A roundabout
   b. A traditional signalized intersection (traffic light)
   c. Not sure / need more information

2. ***Thinking about Reservation Road as a whole, how do you feel about using roundabouts instead of traffic signals along the corridor?***

3. ***If the City could focus on just a few improvements along Reservation Road, which street features should be the highest priority to make the corridor safer and more welcoming?***
   a. Protected bike lanes
   b. Wider sidewalks and shade trees
   c. Safer pedestrian crossings
   d. Landscaping and beautification
   e. Other ideas

What We Heard Tonight

Prioritizing What Matters Most for Reservation Road & Del Monte Blvd. Corridor

Thank You for Your Participation

Tonight's discussion and priorities will help guide the City's next steps in shaping the future of Downtown Marina.

EXHIBIT D

From Vision to Action: Shaping Downtown Marina Together

March 24 Community Workshop Outcomes Overview

City Council Meeting | April 21, 2026

CITY OF MARINA

For Marina, by Marina.

Purpose & Overview Workshop

Purpose

Gather input on future of Downtown Marina

Focus on Reservation Rd & Del Monte Blvd corridors

Inform implementation of the Downtown Specific Plan

Overview

52 participants

Open House + facilitated breakout discussions

Supported by City staff and consultant team

For Marina, by Marina.

What We Heard

Community Vision for Downtown

More walkable, welcoming and active downtown

Strong support for:

- Local dining and retail
- Community spaces and events

Desire to maintain Marina's character

Preference for horizontal, lower-scale development

Vertical mixed-use supported cautiously and at limited height

For Marina, by Marina.

Key Decision Point: Intersection Approach

Reservation Rd & Del Monte Blvd

Limited support for roundabouts

Preference for signalized intersection

Concerns raised:

- Traffic flow
- Driver confusion
- Business access

👉 Community supports phased, corridor-specific solutions

For Marina, by Marina.

Core Priority: Safety First

Top Priority Across All Groups

👉 **Pedestrian & Bicyclist Safety**

- Safer crossings
- Wider sidewalks
- Bike infrastructure
- Slower traffic

Key takeaway:
All improvements should prioritize safety, regardless of design

Implementation & Next Steps

What We Heard About Moving Forward

- Strong desire to see action in the near term
- Support for lower-cost, visible improvements first
- Larger projects can follow as funding becomes available

Next Steps

- Validate input through community feedback form
- Refine options and priorities
- Return to Council with recommendations

CITY OF MARINA
For Marina, by Marina.

EXHIBIT E

MONTEREY COUNTY REGIONAL
VISION ZERO
SAFETY ACTION PLAN

Marina

Acknowledgments

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Doug Bilse

Janneke Strause

Theresa Wright

Michael Zeller

Todd Muck

CITY OF MARINA STAFF

Ismael Hernandez, Public Works

NAME HERE, Public Works

NAME HERE, Police Department

NAME HERE, Fire Department

REGIONAL TASK FORCE PARTNERS

Bicycling Monterey

Blue Zones

California Highway Patrol

Caltrans

California State University Monterey Bay

Monterey County Public Health Department

Monterey County Sheriff's Office

Monterey-Salinas Transit

North County Fire Protection District

Monterey Off Road Cycling Association

Association of Monterey Bay Area Governments

CONSULTANT TEAM

Lacy Brown

Bincy Koshy

Crystal Chavez

Elise Brockett

Sheida Carugati

Nikki Davis

Melissa Abadie

Kathryn Miller

Darryl DePencier

Julio Camacho

Abbey Ibarra

Frederik Venter

Table of Contents

ABOUT THE CITY OF MARINA 1

OUR COMMUNITY 2

THE IMPORTANCE OF TRAFFIC SAFETY IN MARINA 3

WHAT IS A SAFETY ACTION PLAN? 4

GUIDING PRINCIPLES 5

DEVELOPING THIS PLAN 8

WHERE AND WHY ARE TRAFFIC CRASHES HAPPENING? 11

CHALLENGE AREAS 13

PLAN OF ACTION 17

A CALL TO ACTION 26

List of Figures

FIGURE 1. DEMOGRAPHICS OF THE CITY OF MARINA 2
FIGURE 2. REGIONAL AND AGENCY-SPECIFIC PLANS 4
FIGURE 3. USDOT SAFE SYSTEM APPROACH 6
FIGURE 4. PLAN DEVELOPMENT PROCESS 8
FIGURE 5. POP-UP EVENT DISPLAY 9
FIGURE 6. ENGAGEMENT EVENTS FOR PLAN DEVELOPMENT 9
FIGURE 7. SAFETY CONCERN AREAS WORD CLOUD 10
FIGURE 8. MARINA'S HIGH INJURY NETWORK 12
FIGURE 9. CHALLENGE AREAS FOR MARINA. 13

List of Tables

TABLE 1. SAFE SYSTEM STRATEGIES FOR MARINA. 20
TABLE 2. MARINA HOTSPOT SAFETY PROJECT 21
TABLE 3. MARINA SYSTEMIC SAFETY PROJECTS 22

Key Acronyms & Definitions

TAMC	Transportation Agency for Monterey County
FHWA	Federal Highway Administration
SS4A	Safe Streets and Roads for All
USDOT	United States Department of Transportation
VRU	Vulnerable Road User
HIN	High Injury Network
PDO	Property Damage Only
Fatal Crash	One or more participants died from injuries sustained, within 30 days of the crash event
Serious Injury Crash	A non-fatal crash where one or more participants sustained a severe injury preventing them from walking, driving, or performing activities they were capable of before the crash

This plan is dedicated to the lives lost or forever altered by traffic crashes on City of Marina roadways. We are committed to working towards a future where everyone gets home safely every day.

About the City of Marina

Marina is a coastal community along Monterey Bay in the central coast of the state. Situated along State Route 1, Marina lies approximately 8 miles northeast of Monterey and 8 miles west of Salinas. Incorporated in 1975, it is the newest city on the Monterey Peninsula.

The city is known for its extensive coastal dunes and natural shoreline, including Marina State Beach and Fort Ord Dunes State Park, which provide opportunities for recreation such as hiking, cycling, fishing, and hang gliding. Today, Marina serves as a growing residential and educational hub within Monterey County, with a diverse community and an economy supported by education, tourism, research, and service industries.

Our Community

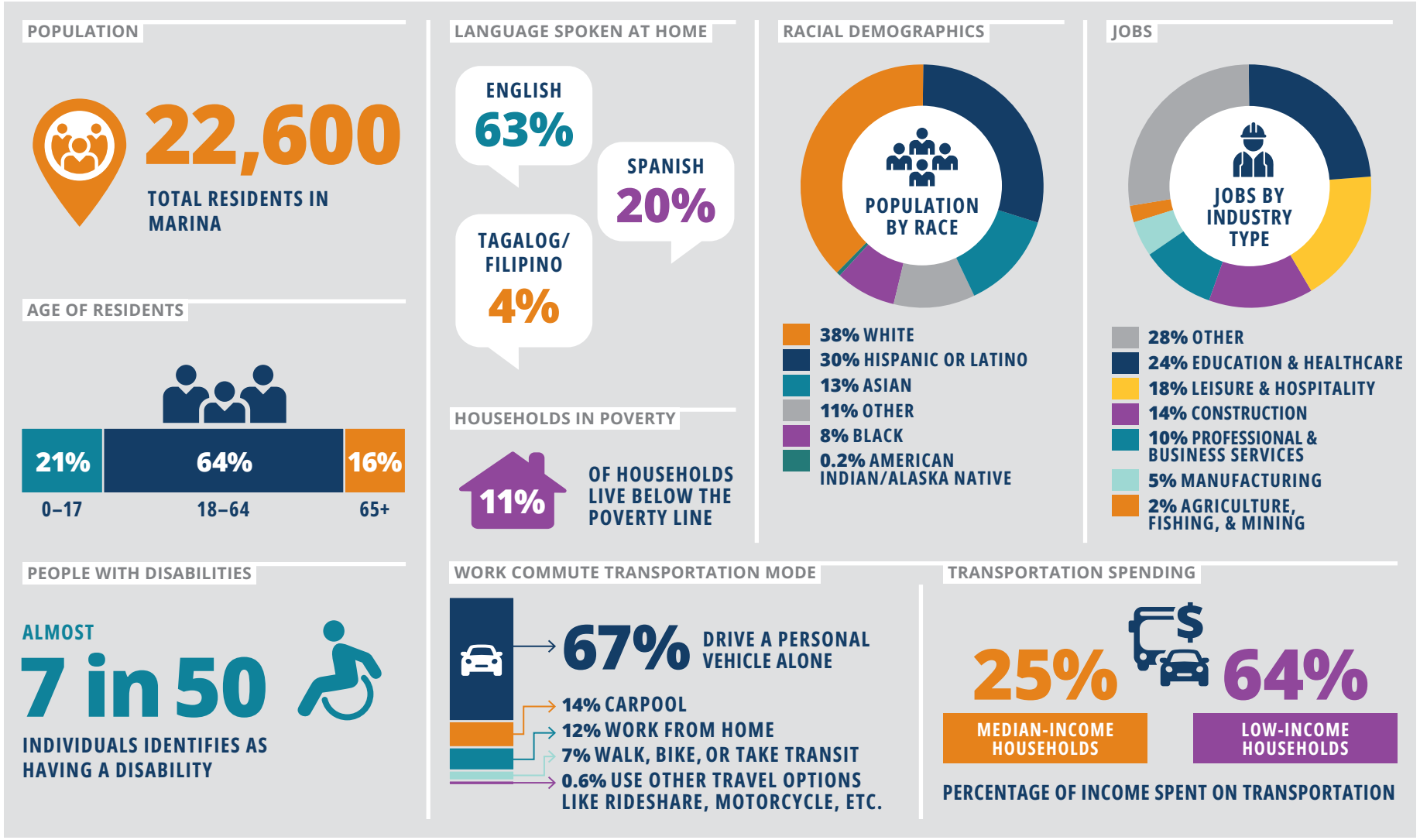


FIGURE 1. DEMOGRAPHICS OF THE CITY OF MARINA

Sources: 2020 U.S. Census and 2019-2023 American Community Survey data

The Importance of Traffic Safety in Marina

This plan focuses on traffic safety on city-owned roadways in Marina.

This plan studied city-owned and maintained roads; state highways that are owned and operated by Caltrans are not included in this plan, but are discussed in the Monterey County Regional Safety Action Plan.

The City of Marina experienced 289 crashes from 2019 to 2023, 20 of those collisions resulted in either a fatality or a serious injury. Each of these 289 crashes, including those that did not result in injury or death, had a significant impact on those involved, their family and friends, and our greater community. These crashes happened all across the City, and each one under a unique set of circumstances, but commonalities from the data emerged.

What is a Safety Action Plan?

A Safety Action Plan is a roadmap for prioritizing and investing in the projects, places, and efforts that are most likely to reduce the risk of fatal and serious injury crashes. This plan is part of a larger effort led by the Transportation Agency of Monterey County to develop regional and agency-specific action plans. Development of these plans is funded by a grant awarded by the U.S. Department of Transportation through the Safe Streets and Roads for All program.

The Monterey County Regional Safety Action Plan provides a broad view of the safety needs across the entire region, and outlines high priority strategies for addressing risky behaviors and reducing crash risks countywide. Individual agency plans, like this one, provide a more localized look at the unique safety needs and projects that are important within each community.

FIGURE 2. REGIONAL AND AGENCY-SPECIFIC PLANS

Guiding Principles

OUR SAFETY VISION AND GOAL

TAMC and the City of Marina believe that everyone deserves to travel safely. To achieve this vision, TAMC has set an ambitious and achievable goal to reduce fatal and serious injuries by 30% by 2030 with the ultimate goal of eliminating fatal and serious injuries by 2040. This Monterey County Regional Vision Zero target was officially adopted by the TAMC Board of Directors on March 25, 2026.

WHAT IS VISION ZERO?

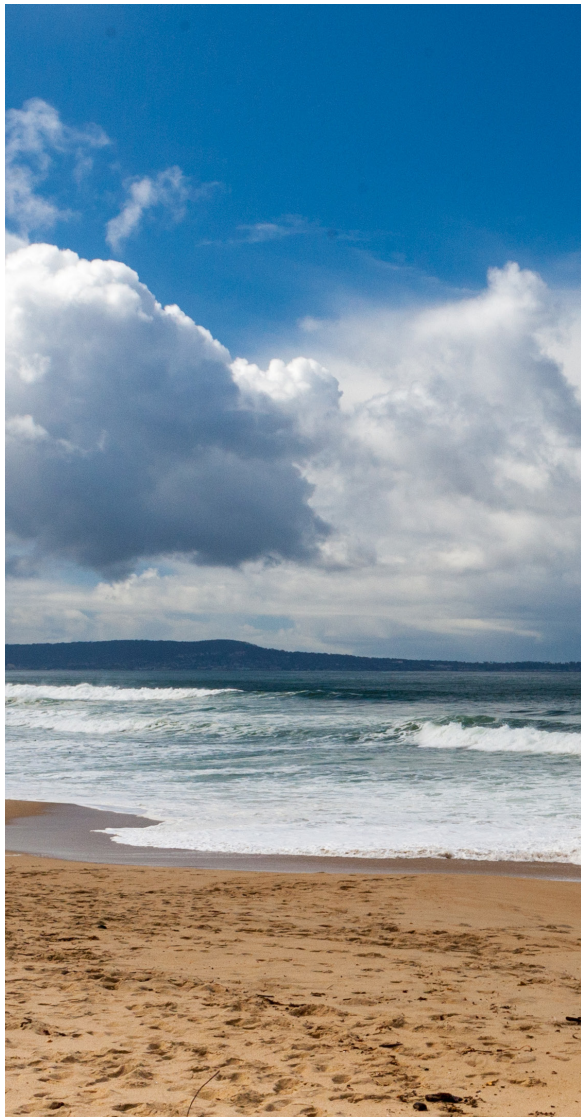
Vision Zero is a global strategy to eliminate traffic deaths and serious injuries in a certain timeframe by treating them as preventable events. In the U.S., the Vision Zero strategy led to the adoption of the Federal Highway Administration's (FHWA) Safe System Approach – a holistic roadway safety guide that recognizes that humans make mistakes, that our transportation network should be designed to prevent fatal mistakes from happening in the first place, and to minimize the injury severity when a crash does occur.

WHAT IS A VISION ZERO SAFETY ACTION PLAN AND WHY NOW?

Every year, approximately 40,000 people lose their lives traveling on U.S. roadways. From 2019 to 2023 there were 289 total crashes in the City of Marina. Of those crashes, 20 resulted in a serious or minor injury.

These are not merely statistics – these are members of our community, our family, friends, kids, neighbors, and colleagues. The City of Marina is committed to reducing and eventually eliminating the most severe crashes in our city. This commitment takes shape with effective strategies, policies, programs, and projects that can be implemented by the City and partner agencies to reduce the risk of fatal and serious injury crashes. This plan, in coordination with the people and plans developed for each agency in Monterey County, will help us achieve our ambitious regional Vision Zero goal together.

Zero is our goal.
A safe system is how we get there.



WHAT IS THE SAFE SYSTEM APPROACH?

The Safe System Approach is a framework for effectively managing the diverse inherent risks within the transportation system. As part of this approach, multiple layers of protection are created to prevent crashes and reduce harm when crashes do occur. It is centered on the idea that we all have a role to play in creating a safer transportation system, and achieving Vision Zero requires that we all do our part to keep ourselves and others safe.

THERE ARE SIX KEY PRINCIPLES OF THE USDOT SAFE SYSTEM APPROACH:

1. Death and Serious Injuries are Unacceptable
2. Humans Make Mistakes
3. Humans are Vulnerable
4. Responsibility is Shared
5. Safety is Proactive
6. Redundancy is Crucial

FIGURE 3. USDOT SAFE SYSTEM APPROACH

Each of the six key principles in the Safe System Approach are supported by five main objectives:

1	**Safer People**	Consider and address the safety of all road users, including those who walk, bike, drive, take transit, or travel by other modes.
2	**Safer Roads**	Engineer roads to prioritize the safety of all road users, especially vulnerable road users, to minimize human mistakes, and to account for injury tolerance.
3	**Safer Travel Options (Safer Vehicles)**	Expand the availability of safer travel options, including multimodal transportation networks, safe and reliable transit options, and advanced vehicle design and technologies.
4	**Safer Speeds**	Promote safer speeds through context-appropriate roadway design, education, outreach, and enforcement.
5	**Post-Crash Care**	Enhance the survivability of a crash by making it easier and faster to receive emergency medical care and access trauma centers, create a safe working environment for emergency responders, and prevent secondary crashes.

While not yet an element of the USDOT Safe System wheel, the concept of Safer Land Use is gaining attention across the industry, and several states including California, Oregon, and Washington are considering adding it as a sixth element of the Safe System Approach. Land use decisions shape many aspects of the transportation system, including the ability for people to choose safer travel options and make fewer and shorter trips, reducing their exposure to crash risk.

Developing this Plan

To help local agencies develop plans and implement roadway safety improvements that incorporate the Safe System Approach, a once-in-a-generation federal grant program known as Safe Streets and Roads for All (SS4A) was developed to award demonstration and implementation funds to state and local agencies. The SS4A Grant Program is funded by the Infrastructure Investment and Jobs Act starting in fiscal year 2022 and ends in fiscal year 2026. With SS4A funds, the TAMC has led the effort to develop regional, municipal, and rural county level action plans to help reduce and eventually eliminate fatal and serious injury crashes in Monterey County.

FIGURE 4. PLAN DEVELOPMENT PROCESS

SS4A REQUIRED ELEMENTS OF A SAFETY ACTION PLAN:

- ✓ Leadership commitment to a "Zero" goal
- ✓ Involvement of a task force
- ✓ Data-driven safety analysis
- ✓ Robust public engagement
- ✓ Assessment of policies, programs, and processes
- ✓ Prioritized projects that reflect the Safe System Approach
- ✓ Ongoing transparency and reporting

DATA-DRIVEN ANALYSIS

The cornerstone of this Plan is a data-driven evaluation of safety needs and effective solutions. We studied reported crash data, lived experiences from community members, travel patterns, and demographics to understand where and why fatal and serious crashes are happening. We then paired these findings with national research, best practices, and local knowledge to identify feasible, practical, locally supported ways to save lives. More information on the analysis and findings can be found in the Where and Why Are Traffic Crashes Happening and Plan of Action sections.

ENGAGING WITH MARINA

The project team conducted two rounds of public outreach through workshops, pop-up events, and an online survey and comment map. The first round, held in Spring 2025, focused on understanding the challenges and opportunities related to transportation and safety in Marina. Feedback from the community during this phase was incorporated into the planning process and helped shape potential solutions.

The second round, conducted in Fall 2025, presented the recommended challenge areas and solutions back to the community for input. Community members could review the recommendations, project ideas, and share their feedback.

The City of Marina had a total of 49 comments received through in-person comments, survey responses, and the interactive comment map throughout both phases of outreach. Figure 5 shows the board set up at the Phase 2 pop-up event in Marina.

FIGURE 5. POP-UP EVENT DISPLAY

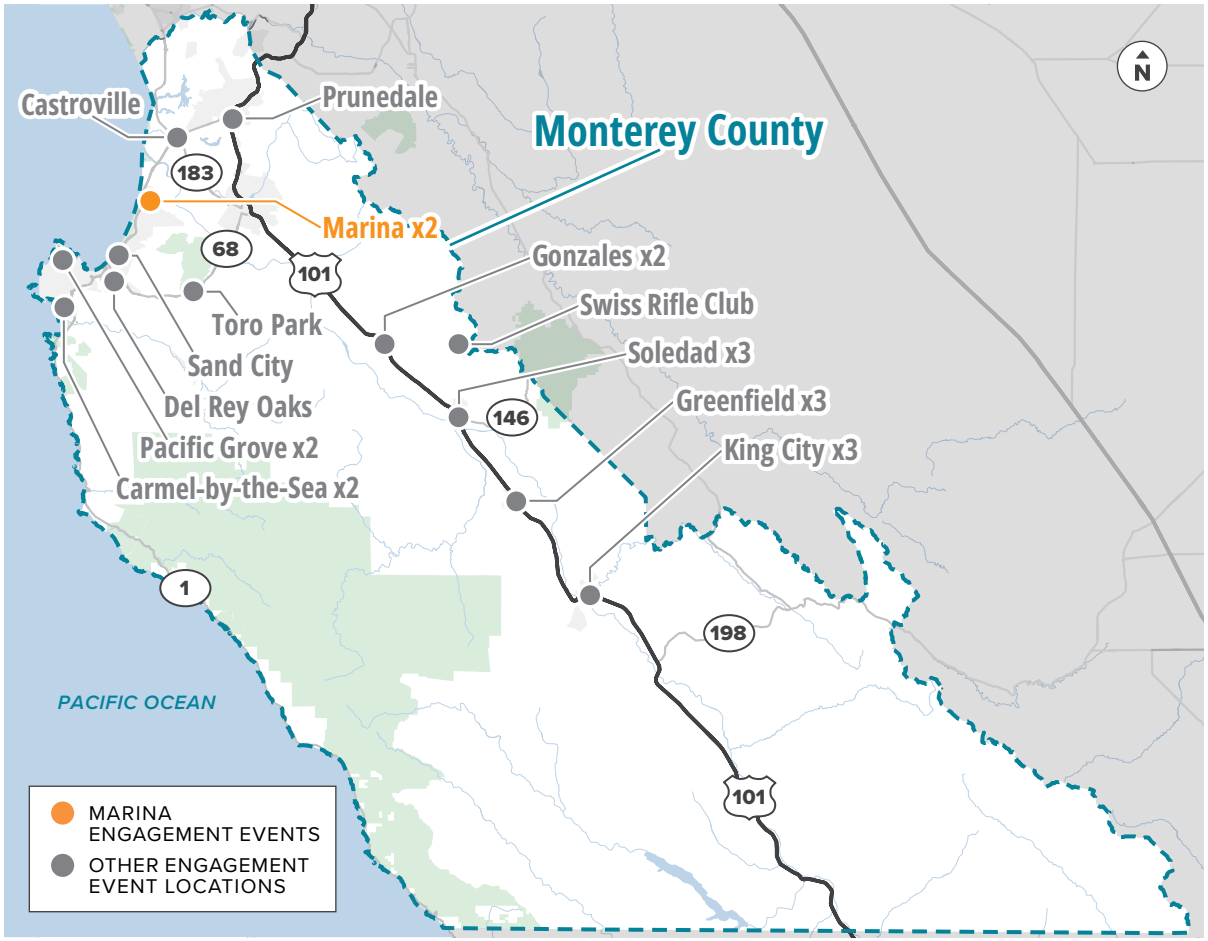


FIGURE 6. ENGAGEMENT EVENTS FOR PLAN DEVELOPMENT

Safety Concerns of Marina

Concerns were shared about unfamiliar drivers in the area during tourism seasons, aggressive driving, speeding, congestion, roadway maintenance (especially pot holes and debris from litter and road kill), and narrow lanes along curves Figure 7 is a word cloud of the most common words related to roadway safety that community members in Marina said or wrote down during the outreach process.

FIGURE 7. SAFETY CONCERN AREAS WORD CLOUD

Community members expressed support for safety improvements such as roundabouts and improved maintenance and implementation of pavement markings and striping.

During Phase 2 of the outreach, community members voted on which challenge areas were most important to making Marina streets safer.

The following challenge areas were identified by community members in Marina as being a priority to improve safety:

- Aggressive Driving
- Bicyclists
- Pedestrians
- Intersections
- Impaired Driving
- Distracted Driving

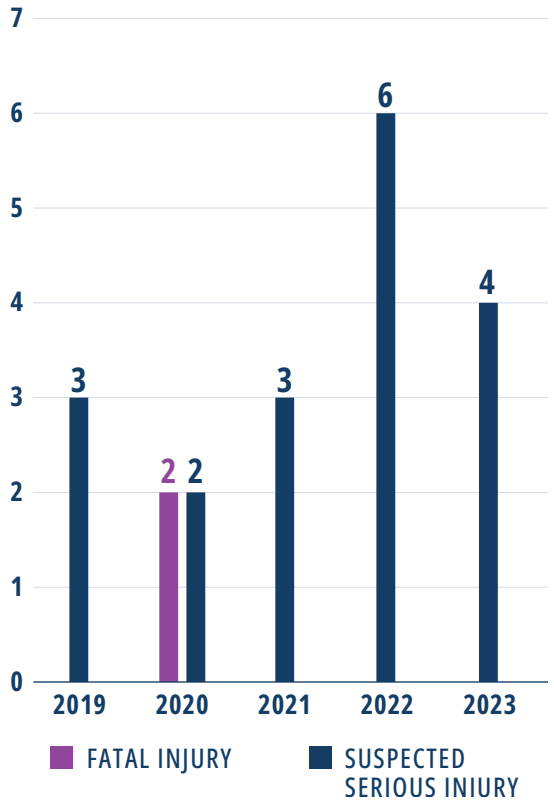
TAMC VISION ZERO TASK FORCE

The Monterey County Vision Zero Task Force was made up of safety partners across the community, including representatives from schools, medical and emergency response professionals, community organizations, public works, law enforcement, and fire departments. Three task force groups were created to capture the diverse area and interests in Monterey County – the South County, Peninsula, and Regional task forces. Task Force membership included a mix of urban, rural, and regional interests as participants shared their input and experiences not just where they work, but also where they live and travel. This Plan incorporates safety concerns, feedback, and suggestions for the City of Marina that were gathered from the Peninsula and Regional Task Force groups.

Where and Why are Traffic Crashes Happening?

To understand traffic safety risks and needs, we studied reported crash data for the most recent five years of available data, spanning January 1, 2019 through December 31, 2023. Crashes with no reported injuries, also referred to as property damage only crashes, were not included in the analysis.

Over five years, 289 crashes resulting in an injury were reported on Marina streets, including 2 fatalities and 18 serious injuries.



CRASH TYPES

Understanding the most common types of collisions that resulted in fatalities and serious injuries on rural roadways can help tailor safety improvements to address those patterns.

40% *Rear-ends*

23% *Broadside (right-angle)*

CRASHES INVOLVING VULNERABLE ROAD USERS

Vulnerable road users (VRUs) include both pedestrians and bicyclists.

14% *Of all crashes in Marina involve a VRU*

25% *Of all fatal and serious injury crashes involve a VRU*

22 CRASHES *Involved a pedestrian, resulting in 1 fatality and 2 serious injuries*

19 CRASHES *Involved a bicyclist, resulting in 2 serious injuries*

PRIMARY CONTRIBUTING FACTORS

Across the US, over 90% of crashes are the result of human error.

There is rarely a single cause of a crash, but rather a combination of factors related to the driver, vehicle, environment, or other road users. The following summarizes trends in the primary factor reported in crashes of all severities on City of Marina roads.*

34% *Unsafe speeds*

11% *Failed to yield right of way*

11% *Improper turning by the vehicle*

10% *Driving or riding a bicycle under the influence*

**Contributing factors often overlap and are not mutually exclusive.*

HIGH INJURY NETWORK

The High Injury Network, or HIN, identifies the roadways that have experienced the highest number and severity of crashes. The HIN helps focus the safety priorities and investments in the areas with the highest need. A map of the HIN is shown in Figure 8.

80%

OF HIGH SEVERITY CRASHES OCCURRED ON ONLY

12%

OF THE ROAD MILES IN MARINA

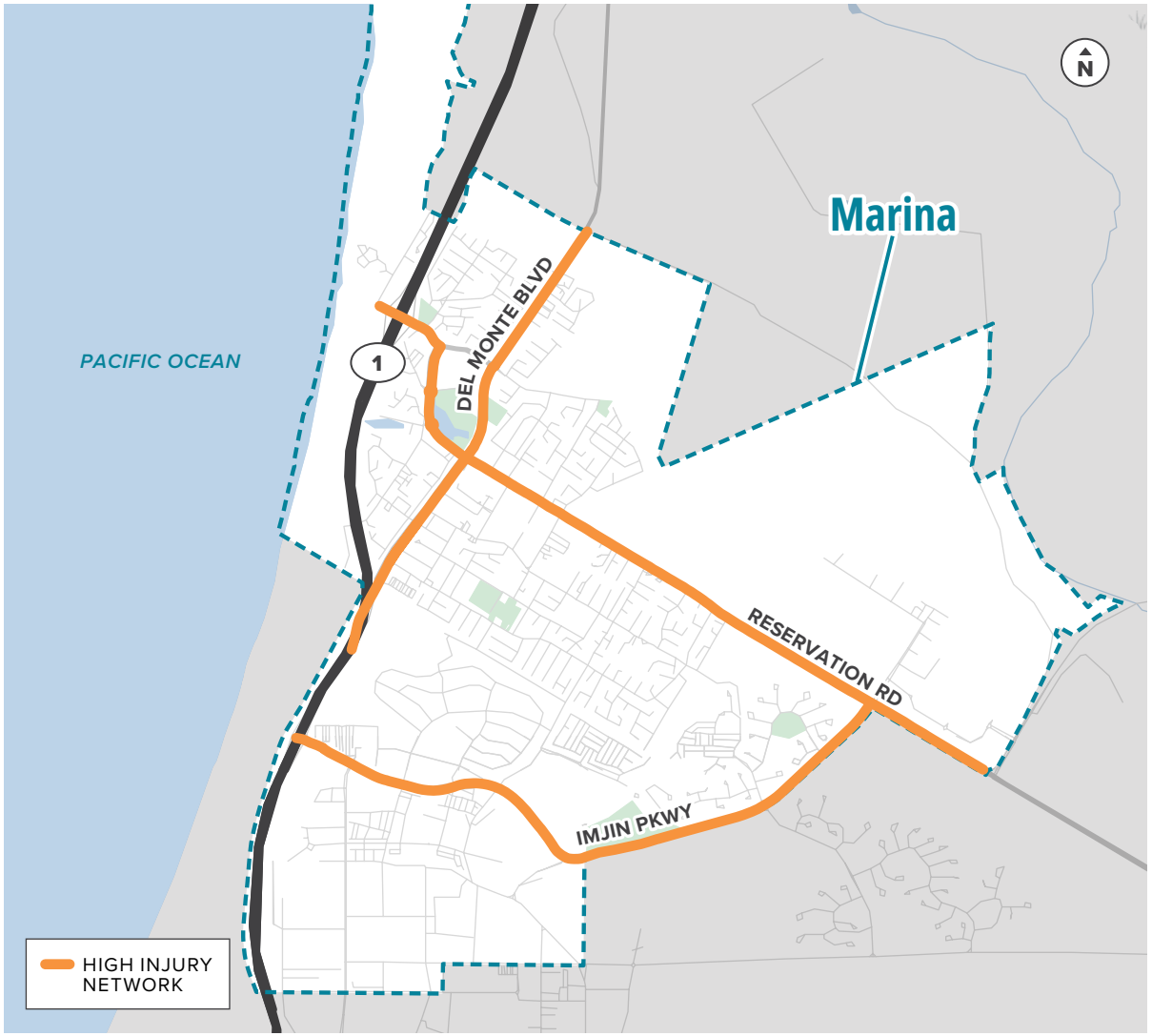


FIGURE 8. MARINA'S HIGH INJURY NETWORK

Challenge Areas

Challenge areas are not locations. They represent the underlying crash patterns that are most contributing to fatal and serious injury crashes. In an environment of limited funding, we must focus our resources on the efforts that will make the biggest difference, and emphasis areas help us do that. Challenge areas provide a strategic framework for developing and implementing safety strategies, prioritizing capital projects, guiding enforcement and education.

We applied a data-driven approach to selecting challenge areas. We started with the list of 16 Challenge Areas outlined in the California Strategic Highway Safety Plan, and used local crash patterns and community input to select the subset that best reflect local needs.

The City of Marina challenge areas are focused on those that reflect the unique needs of the City, while the Monterey County Region plan captures those that are more broadly applicable across the entire region.

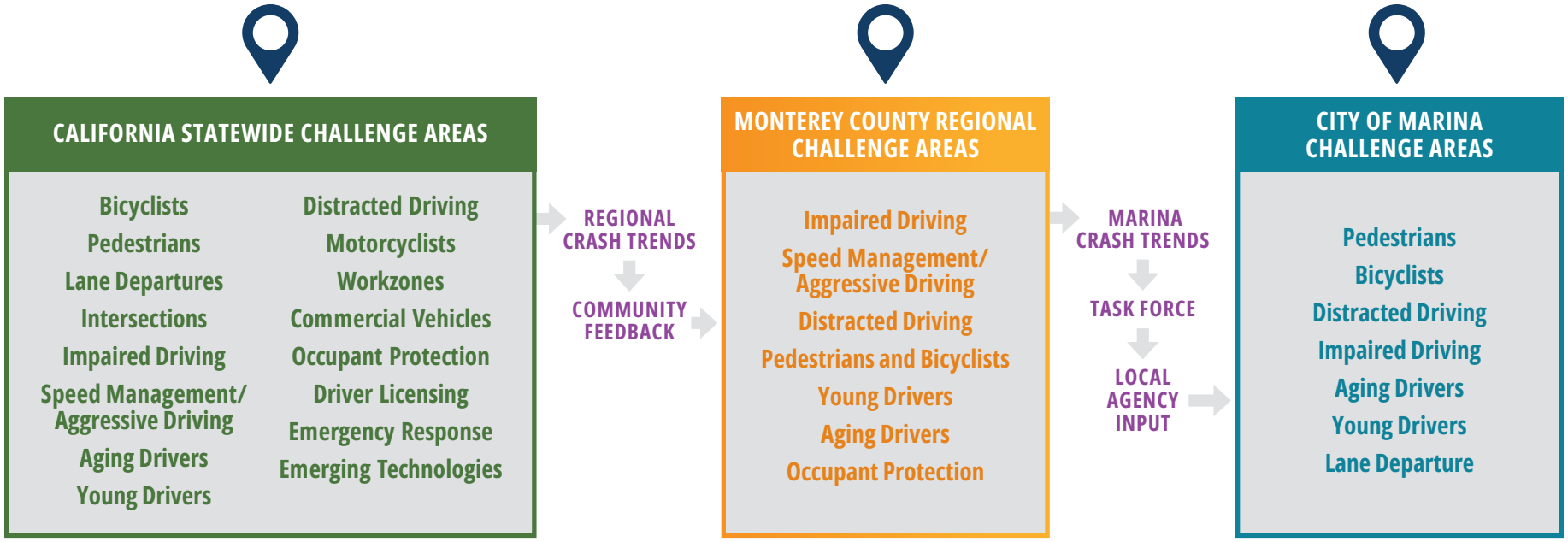


FIGURE 9. CHALLENGE AREAS FOR MARINA

PEDESTRIANS

35%

OF FATAL AND SERIOUS INJURY CRASHES IN MARINA (HIGHER THAN STATEWIDE AVERAGE)

Pedestrians are some of the most vulnerable users of a roadway network, and many younger and older people travel on foot, which compounds this vulnerability. Even if their primary mode of travel is by car, everyone is a pedestrian at some point during their trip, whether to get to a bus stop, a parking spot, or even the mailbox. Crashes involving pedestrians can occur at intersections, at mid-block locations, or along streets where there is not a safe place to walk. Because pedestrians aren't protected by a vehicle, even low-speed crashes can cause serious injury or death.

BICYCLISTS

14%

OF FATAL AND SERIOUS INJURY CRASHES IN MARINA (HIGHER THAN STATEWIDE AVERAGE)

A bicycle-involved crash involves instances where a motor vehicle is involved in a crash with a bicyclist, including e-bikes and their riders. Bicyclists are also considered vulnerable road users along with pedestrians Even when most trips are made by car, people still become vulnerable road users at some point, whether biking to school, walking to a bus stop, heading to a parking space, or simply checking the mailbox. Many crashes involving vulnerable users occur at intersections or on roads that lack safe walking or biking space; even low-speed collisions can result in severe injuries or fatalities.

DISTRACTED DRIVING

14%
OF FATAL AND SERIOUS INJURY CRASHES IN MARINA (HIGHER THAN STATEWIDE AVERAGE)

Distracted driving is one of the most preventable threats to roadway safety. It occurs whenever a driver diverts attention from the primary task of driving—whether to read or send a text message, adjust in-vehicle technology, eat, interact with passengers, or focus on something outside the vehicle. Distractions generally fall into three categories: visual (taking eyes off the road), manual (taking hands off the wheel), and cognitive (taking the mind off driving). Distracted driving is also one of the most underreported contributing factors to crashes, as it is difficult to confirm without a witness or confession.

When a driver is distracted, reaction time slows, situational awareness diminishes, and the ability to detect and respond to hazards is compromised. In just a brief moment of inattention, rear-end collisions, lane departures, or missed traffic signals can occur. These incidents can lead to crashes with severe outcomes, particularly for vulnerable road users such as people walking and bicycling.

IMPAIRED DRIVING

28%
OF FATAL AND SERIOUS INJURY CRASHES IN MARINA (HIGHER THAN STATEWIDE AVERAGE)

Impaired driving crashes include all reported crashes where any evidence of alcohol or drug use (both illegal and prescription) is present, even if the driver was not over the legal limit. Impairment slows reaction time, affects judgment, and makes it harder to stay in a lane, follow signals, or respond to hazards. Drivers who are impaired tend to make other risky choices, like speeding or not using a seatbelt, increasing the likelihood of severe injuries or fatalities.

AGING DRIVERS

21%

OF FATAL AND SERIOUS INJURY CRASHES IN MARINA (HIGHER THAN STATEWIDE AVERAGE)

Older drivers (age 65+) require a different approach, one that balances support for continued mobility while addressing age-related changes that can affect driving performance and injury tolerances. Older drivers tend to be safer and experienced, however changes in vision, reaction time and cognitive processing can make complex driving environments more challenging to navigate. Besides driving performance, injury outcomes tend to be more severe for aging adults when a crash does occur. Designing our roadways to account for these limitations, as well as increasing programs and policies that support education, training, and travel choices for aging adults can reduce the risk of crashes.

YOUNG DRIVERS

7%

OF FATAL AND SERIOUS INJURY CRASHES IN MARINA (HIGHER THAN STATEWIDE AVERAGE)

Young drivers (are 15-24) are still developing critical decision making skills and often have limited behind the wheel experience, which can increase the risk of crashes, particularly those involving speed, distraction or peer influence. Comprehensive driver education can play a key role. High-quality programs that emphasize hazard recognition, defensive driving techniques, and the consequences of risky behaviors—such as distracted or impaired driving—help establish safe habits early.

LANE DEPARTURE

28%

OF FATAL AND SERIOUS INJURY CRASHES IN MARINA (HIGHER THAN STATEWIDE AVERAGE)

Lane and road departure crashes happen when a driver drifts out of their lane or leaves the roadway entirely, often due to impairment, distraction, speeding, fatigue, or losing control. Lane departure crashes often result in sideswipe or head-on collisions when a vehicle crosses into another lane, while road departure crashes are typically single-vehicle crashes that result in the vehicle hitting fixed objects, rolling over, or landing in a ditch.

Plan of Action

Achieving Vision Zero by eliminating traffic deaths and severe injuries will take real action—doing nothing is not an option. However, we also must recognize that the City of Marina has limited resources, and we must focus on the efforts with the biggest safety benefits, measure progress, and make informed decisions to improve safety for everyone.

The recommendations in this Plan are meant to guide future work, not lock the City into a fixed set of actions. They provide a starting point for funding requests and project design, and they will be updated over time as conditions change, new funding becomes available, projects are completed, and more community input is received. In that way, this Safety Action Plan is not just a summary of current conditions—it's a practical tool to help the City of Marina make steady progress toward safer roads.

The following sections summarize the recommended efforts and projects that are most likely to save lives in Marina, as well as a guide for implementing those projects and monitoring progress.

EXISTING EFFORTS

Providing a safe transportation system has been a guiding principle for Marina for many years. In 2022, the City adopted a Local Road Safety Plan, which allowed the City to pursue grant funding for safety projects and also set a strong foundation for this safety action plan. The City also has an Active Transportation Plan and a Safe Routes to School Plan, which focus on improving safety and mobility for those who walk and bike around the City. Many other City plans, programs, and efforts highlight the importance of transportation safety in Marina, including the 2045 General Plan Update, which includes specific goals related to roadway safety and mobility.

- **PAR-10(E):** Ensure that any new beach parking areas located on the east side of Hwy 1 are connected to coastal access points via alternative modes of transportation such as MST bus routes, shuttles and bicycle/pedestrian trails.
- **LUD-5:** The City shall encourage mulit-modal streets that are ADA accessible, transit supportive and integrate safe bicycle lanes and other modes of transportation facilitate coastal access for everyone.
- **EJ-7:** The City shall prioritize improvements to walking and biking infrastructure to ensure safe, accessible, and convenient routes to coastal access points including parks and the beach. These improvements may include, but are not limited to, the creation of bike lanes, sidewalks, crosswalks, and traffic calming measures, with the goal of promoting sustainable transportation and equitable access for all residents.
- **EJ-8:** The City will support Monterey Salinas Transit's expansion of public transit service in the form of flat rates and increased headway frequency to the City's coast.

The City continues to work toward these goals through construction of road improvements, regular maintenance activities, studying and planning for future needs, and pursuing grant funding for future projects. In particular, the City is developing a project along Del Monte Blvd that includes median installation in Phase 1 and a set of roundabouts in Phase 2.

PRIORITIZING INVESTMENTS

Recognizing the reality of the City's limited resources and inability to complete all recommended projects, investments should be prioritized, based on the following data-driven criteria to maximize the potential safety benefits (listed in order of importance).

1	**High Injury Network Focus**	Highest priority should be given to projects located on or directly addressing corridors and intersections identified on the High Injury Network. These locations represent a disproportionate share of fatal and serious injury crashes and offer the greatest opportunity for measurable safety benefits.
2	**Systemic Safety Opportunity**	Projects that can be implemented systemically to benefit a large proportion of the community, such as speed management, signing and striping upgrades, and low-cost intersection enhancements, should be prioritized to proactively reduce risk before crashes occur.
3	**Proximity to Schools and Youth Activity Areas**	Projects near K–12 schools, childcare facilities, parks, and other youth-oriented destinations should be prioritized, particularly those that improve walking and bicycling safety. This includes improvements aligned with Safe Routes to School programs and corridors with documented student travel demand.
4	**Vulnerable Road Users**	Priority should be given to projects that improve safety for pedestrians, bicyclists, older adults, people with disabilities, and transit users. Locations with a history of pedestrian- or bicycle-involved crashes, or where vulnerable users are exposed to high-speed or high-volume traffic, should rank highly.
5	**Disadvantaged Community Considerations**	Projects serving communities disproportionately impacted by traffic injuries, areas of persistent poverty, or communities with limited access to safe transportation options should be elevated.
6	**Feasibility and Readiness**	Project readiness, cost-effectiveness, ease of implementation, and compatibility with planned roadway or capital projects should be considered to maximize near-term safety benefits.

SAFE SYSTEM STRATEGIES

When we think of ways to improve safety, many people think only of engineering projects. However, through the Safe System Approach, we know that achieving Vision Zero will require a variety of efforts and investments that are much more broad than a list of capital projects.

THE STRATEGIES ARE INTENDED TO COMPLIMENT AND SUPPORT ENGINEERING PROJECTS IN THREE KEY WAYS:

1. **Elevate the importance of traffic safety within our agency**
2. **Make it easier to fund or build safety improvements**
3. **Encourage safe behaviors and foster a stronger culture of traffic safety in our community**

Table 1 lists the recommended strategies that will help the City of Marina better prioritize safety and move projects forward.

TABLE 1. SAFE SYSTEM STRATEGIES FOR MARINA

STRATEGIES	TIER	CATEGORY	CHALLENGE AREAS						
			LANE DEPARTURES	IMPAIRED DRIVING	DISTRACTED DRIVING	AGING DRIVERS	YOUNG DRIVERS	BICYCLISTS	PEDESTRIANS
Conduct an educational campaign to increase awareness and proper use of roundabouts	Tier 2	Engagement, Education, Enforcement							
Establish a Safer Speeds program/policy for establishing posted speed limits consistent with national best practices for context-based speed limit setting	Tier 3	Policies/ programs for Countermeasure Implementation							
Advocate for legislation to permit automated enforcement for speeding and red light running	Tier 3	Engagement, Education, Enforcement							

INTENDED PURPOSE | SECONDARY PURPOSE/DIRECT BENEFIT | INDIRECT BENEFIT | DOES NOT APPLY

PROJECTS

Across the High Injury Network, there are a variety of safety needs that can be addressed through a combination of systemic (proactive) and hotspot (reactive) projects.

Systemic projects aim to treat one or more underlying risk factors by installing a low-cost treatment at several similar locations. An example of a systemic project would be upgrading warning signs at multiple stop-controlled intersections that have limited sight distance.

Hotspot projects, on the other hand, tend to include higher cost solutions that improve safety at a single location where there is a high risk for crashes and/or where there has been a history of severe crashes. An example of a hotspot project would be installing a roundabout at a stop-controlled intersection with a history of multiple fatal and severe injury crashes.

The following project tables list the hotspot and systemic solutions that address the primary crash patterns associated with fatal and serious injury crashes on Marina roads, with a focus on roadways that are on the High Injury Network.

TABLE 2. MARINA HOTSPOT SAFETY PROJECT

PROJECT LOCATION	PROJECT DESCRIPTION	TIMELINE
Del Monte Blvd / Palm Ave	Improve intersection visibility with retroreflective backplates and high visibility pavement markings and signs. Add overhead lane assignment signs and add cat-tracks through intersection. Add leading pedestrian interval (LPI) and yield lines ahead of crosswalks (particularly on west leg/trail crossing). If delays or queues are uneven, adjust signal timing to balance flows prior to roundabout installation.	Near-term
Reservation Road / De Forest Road	Recommended improvements include adding marked crosswalks on all legs to improve pedestrian visibility and implementing a Leading Pedestrian Interval (LPI) to reduce conflicts with turning vehicles. Advance stop bars, such as bicycle boxes, will aid in improving bicyclist positioning, and better intersection lighting to enhance nighttime safety. Raised medians or refuge islands on Reservation Road will provide safer pedestrian crossings. Upgrades to signal hardware, including improved lenses and backplates with retroreflective borders, will increase signal visibility and driver awareness.	Near-term
Del Monte Blvd / Palm Ave	Installing a roundabout would improve intersection safety and operations by reducing conflict points and lowering vehicle speeds. This design helps decrease the likelihood and severity of crashes, particularly angle and head-on collisions, while also improving traffic flow by minimizing delays and eliminating the need for signal control.	Long-term
Del Monte Boulevard / Beach Road	Recommended roundabout improvements include installing delineators, reflectors, or object markers to better define the roadway and improve visibility. Add dynamic or variable speed warning signs to help reduce approach speeds. A road diet, reducing travel lanes from four to three while adding a center turn lane and bike lanes, to calm traffic and improve multimodal safety. Installing a fence in the median on the northbound approach will aid in managing sight lines and reduce potential conflicts.	Near-term

In addition to location-specific strategies, the Plan identifies opportunities for systemic, citywide safety improvements on Marina roadways, particularly along corridors that are part of the City's HIN. Systemic treatments applied consistently across similar roadway types can proactively reduce crash risk, even in locations with few reported crashes.

TABLE 3. MARINA SYSTEMIC SAFETY PROJECTS

SYSTEMIC TREATMENTS	PROJECT DESCRIPTION	TIMELINE
Systemic Traffic Signal Improvements	Systemic signal upgrades — retroreflective backplates, overhead lane assignment signs, and Leading Pedestrian Intervals along Del Monte Boulevard. Review and update pedestrian walk times at signalized intersections.	Near-term
Speed Management	Implement speed feedback signs in school zones and High Injury Network corridors (Reservation Rd, Del Monte Blvd, Hwy 1, Imjin Pkwy) that collect data. This information can help the Police Department identify when speeding is most frequent and support more targeted enforcement.	Near-term
Reservation Road Corridor Improvements	Corridor-wide improvements include enhancing signal hardware, such as lenses, backplates with retroreflective borders, mounting, size, and number, to improve visibility, along with optimizing signal timing (coordination, phases, and intervals) to improve traffic flow. Safety can be further increased by providing Advanced Dilemma-Zone Detection for high-speed approaches and installing emergency vehicle pre-emption systems to support faster response times. Additional measures include installing raised pavement markers and striping throughout intersections to improve guidance, modifying signal phasing to implement a Leading Pedestrian Interval (LPI) to reduce pedestrian conflicts, adding dynamic or variable speed warning signs to manage speeds, and installing raised medians (refuge islands) to enhance pedestrian safety.	Near-term
Imjin Parkway/2nd Ave, California Ave, All roadway segments of Imjin Road to 2nd Ave	Corridor-wide improvements include improving signal hardware, such as lenses, backplates with retroreflective borders, mounting, size, and number, to enhance visibility, along with optimizing signal timing (coordination, phases, and intervals) to improve traffic flow. Providing Advanced Dilemma-Zone Detection will increase safety on high-speed approaches, while installing emergency vehicle pre-emption systems will support faster response times. Additional measures, including raised pavement markers and striping throughout intersections and dynamic or variable speed warning signs, will further improve driver awareness and overall roadway safety.	Near-term
Systemic Traffic Signal Improvements	This systemwide strategy includes implementing systemic signal upgrades, such as retroreflective backplates, overhead lane assignment signs, and Leading Pedestrian Intervals (LPIs) along Del Monte Boulevard, to improve visibility, guidance, and pedestrian safety. In addition, reviewing and updating pedestrian walk times at signalized intersections would help ensure adequate crossing time and enhance accessibility for all users.	Near-term
Speed Management Plan	Implementing speed feedback signs in school zones and along High Injury Network corridors, including Reservation Road, Del Monte Boulevard, Highway 1, and Imjin Parkway, will help raise driver awareness and reduce speeding. By collecting data on vehicle speeds and patterns, these systems can also provide valuable information to the Police Department, allowing for more targeted and effective enforcement during peak speeding times.	Near-term

RESOURCES AND TOOLS

Our understanding of safety strategies, their effectiveness, and best practices for implementation are continually evolving. The following state and federal resources may be useful when identifying safety strategies for a specific location, underlying risk, or crash pattern:

- FHWA Proven Safety Countermeasures
- FHWA Proven Safety Countermeasures in Rural Communities
- NHTSA Countermeasures that Work
- USDOT National Roadway Safety Strategy
- Caltrans Local Roadway Safety Manual
- Safe System Roadway Design Hierarchy

We recognize that much of this plan is based on a snapshot of reported crashes, and that new high-crash locations and crash patterns may emerge in the coming years. The Monterey County Regional Safety Action Plan includes several tools and resources that can be used to diagnose safety risks and find effective solutions.

Safe System Toolbox: A comprehensive list of safety countermeasures, expected safety benefits, and considerations for implementation.

Case Studies: 24 example case studies of locations throughout Monterey County that highlight common crash trends, site characteristics, and potential countermeasures.

FUNDING SOURCES

Implementing this Plan will require assembling funding from multiple levels – federal, state, regional, and local, based on project type (capital vs. programmatic), sponsor eligibility (TAMC vs. local jurisdictions), and readiness (quick-build vs. construction). The 2026 TAMC Regional Transportation Improvement Program (RTIP) confirms that Monterey County projects already draw from a broad mix of sources, including federal formula programs state programs, and local funds.

Federal Funding Sources

Safe Streets and Roads for All (SS4A) – USDOT

SS4A is the primary federal funding source for Vision Zero and Safe System efforts. It provides about **$1B/year (2022–2026)** for local agencies to complete safety planning and deliver safety projects. Grant types include **Planning** (about **$100K–$1M**) and **Implementation** (about **$1M–$20M**, requires an adopted safety action plan). A **20% local match** is required and may include in-kind contributions. SS4A is well suited for systemic safety improvements, Safe Routes to School, and education/enforcement programs.

Highway Safety Improvement Program (HSIP)

HSIP funds infrastructure projects with proven crash reduction benefits, including signals, striping/signing, crosswalks, beacons, rumble strips, guardrails, and other countermeasures. Projects using a **systemic approach**, targeting the **High Injury Network**, and aligning with Vision Zero priorities are typically most competitive. Cycles occur about every **1–2 years** (next anticipated in **2026**).

INFRA Competitive Grants – FHWA

INFRA supports **large, corridor-scale projects** with strong regional or national benefits. Projects combining safety with freight, transit, and multimodal access may be competitive.

IIJA / Bipartisan Infrastructure Law (BIL)

The IIJA expanded federal transportation funding, including SS4A and major competitive programs such as **BUILD**, which can support safety, multimodal access, and state-of-good-repair improvements.

Transportation Alternatives (TA) Set-Aside – FHWA

TA supports **smaller-scale pedestrian and bicycle projects**, including Safe Routes to School, trails, sidewalks, bikeways, crossings, and traffic calming—especially near schools and in high pedestrian activity areas.

State of California Funding Sources

Active Transportation Program (ATP)

ATP is California's primary competitive program for walking and biking projects and related planning and safety programs, including Safe Routes to School and education/enforcement efforts.

SB 1 (Road Repair and Accountability Act)

SB 1 provides ongoing state funding for roadway rehabilitation and safety upgrades. Key categories include **local streets/roads maintenance**, **bicycle and pedestrian improvements** (often through ATP), and **planning grants**.

State Transportation Improvement Program (STIP)

STIP funds major multi-year capital projects on state and local networks. Projects with clear safety benefits and regional mobility/connectivity value may be good candidates.

California Office of Traffic Safety (OTS) Grants

OTS provides annual grants for **non-infrastructure** safety strategies such as education, enforcement, emergency response support, and safety campaigns, based on documented crash and safety needs.

Programming + Local Funding

RTIP/TIP Programming

The Safety Action Plan should serve as a project pipeline, helping move projects into RTIP/TIP programming for construction using sources such as HSIP, ATP, STIP, and SB 1.

Local Revenues + Development Fees

Local funds are critical for grant match, quick-build pilots, and near-term improvements. Development impact fees and mitigation funding can also support safety upgrades in growth areas and high-need corridors.

MONITORING PERFORMANCE

A core element of Vision Zero is the commitment to accountability and transparency, ensuring that the City of Marina's progress toward eliminating fatal and serious injury crashes can be measured, monitored, and communicated clearly to the public. Performance measures provide the framework for tracking that progress over time and evaluating whether the strategies and investments outlined in this Plan are producing meaningful results.

As strategies and projects are implemented, it is vital to regularly monitor citywide safety performance to determine the effectiveness of those efforts, and make adjustments to future investments and priorities, as needed.

Moving forward, the City of Marina will use the following performance measures to track the successful implementation of this plan.

Number of fatal and serious injury crashes on City roadways (total)

Number of fatal and serious injury crashes by challenge area:

- **At intersections**
- **Involving pedestrians**

These performance measures can be tracked in coordination with TAMC's planned safety performance report, which will be prepared and shared annually. TAMC is in the process of establishing a regional crash database that will allow for more timely, accurate, and accessible local crash data, and will also allow for improved regional data sharing capabilities.

A Call to Action

We all have a shared responsibility to keep ourselves and others safe when we travel. Infrastructure matters, but so do the choices we make every day. Whether you are behind the wheel, on a bike, or walking, each of us plays a role by slowing down, staying alert, and respecting the rules of the road. Together, we can build a culture where getting home safely is the expectation, every time, for everyone.

June 11, 2026 Item No. **13c**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 16, 2026

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2026-, APPROVING THE AUTHORIZATION OF 1) SUBMITTAL OF AN APPLICATION FOR INSTALLATION OF NEW SIGNAGE AND 2) REBRANDING FROM SHELL OIL TO GULF OIL AT THE EXISTING CITY-OWNED SITE LOCATED AT 2700 IMJIN PARKWAY; AND FIND THAT THIS ACTION IS EXEMPT FROM CEQA PURSUANT TO SECTION 15061(B(3) OF THE CEQA GUIDELINES.

RECOMMENDATION: It is recommended that the City Council consider:

1. Adopting Resolution No. 2026-, approving the authorization of 1) Submittal of an application for installation of new signage at the subject site; and 2) Rebranding from Shell Oil to Gulf Oil.

PROJECT HISTORY

Subject Site

2700 Imjin Parkway (Assessor's Parcel Number APN 031-101-039-000) is situated on City-owned land located adjacent to, and south of, the intersection of Imjin Parkway and Abrams Drive, outside the limits of the City of Marina and within the jurisdiction of Monterey County. Currently, tenant AJ Petroleum, a private entity, leases the property, including both Fort Ord Market and associated on-site fueling (gasoline) station, from the City of Marina. The existing tenant intends to rebrand the existing site from Shell Oil to Gulf Oil.

Background

In early 2026, project proponent Maria Valenzuela of AA Signs, Inc. initiated submittal of an application for new signage at the extraterritorial City-owned lot leased by Shell Oil/Gulf Oil. On February 5, 2026, City staff received correspondence from staff of the County of Monterey, inquiring about the agency responsible for review and approval of proposed installation of new signage at the subject site. On March 6, 2026, City staff subsequently received correspondence from Ms. Valenzuela, expressing concern regarding perceptions of delay and discrepancy in information provided about processing of the sign permit application pursued.

On March 13, 2026, City staff forwarded to the project applicant a memorandum providing information regarding permit application submittal procedures and requirements. On March 20, 2026, staff received feedback from County Planning staff relaying that the proposed height and size of signage would appear not to conform to regulations of the County of Monterey and thus could not be approved by the County. Since that time, City staff have provided ongoing guidance to the sign permit applicant regarding the nature and timing of permit processing intended to facilitate expeditious review.

Jurisdictional Authority and Interagency Coordination

Although the City of Marina owns the property, because it is located within Monterey County boundaries and not the City of Marina boundaries, the application requires review by the County of Monterey as responsible jurisdiction. City staff has coordinated closely with County staff regarding revisions to proposed signage design necessary for compliance with applicable standards to foster timely application processing and approval.

City Council Review

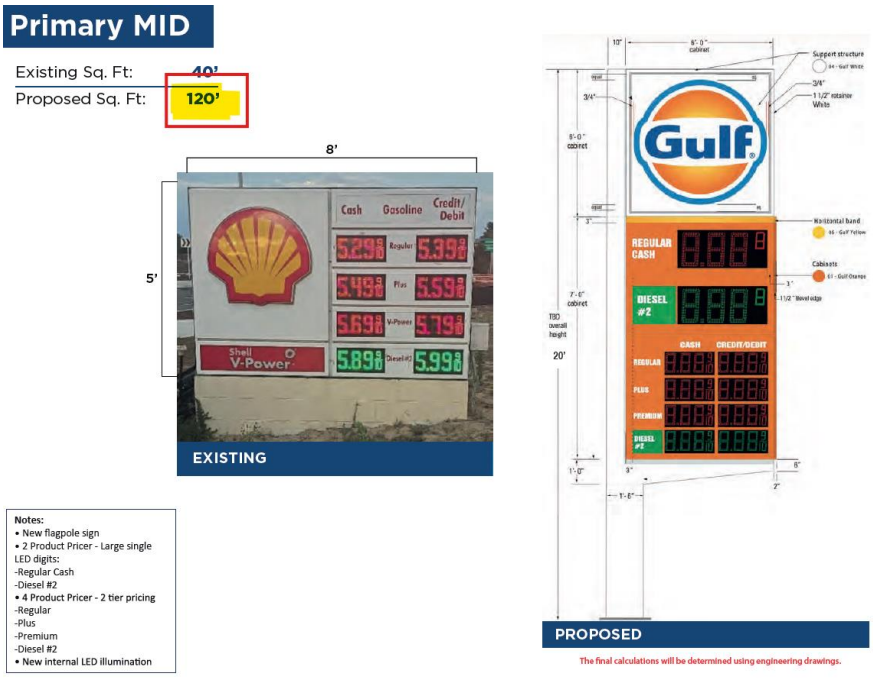
Submittal of a permit application on City-owned property requires that the City consent, in writing, its authorization for submittal of such application. Additionally, the existing lease agreement authorizing the current business' tenancy of the subject site states definitively that approval by the City must be provided for placement of any new signage on the property. Although Section 20.6 of the Lease authorizes the City Manager to give such consent on behalf of the Lessor, out of an abundance of caution and in the interest of transparency, staff has brought the matter to the City Council for review, and approval of, proposed signage design and application submittal, in addition to rebranding of the subject site from Shell Oil to Gulf Oil.

The information contained herein is presented in order to apprise the City Council of proposed changes and to provide the opportunity for consideration and feedback regarding any desired modification.

ANALYSIS

Initial Proposal

As originally proposed, the project scope of work encompassed installation of a new pylon sign of 20 feet in height and 120 square feet in sign area, new signage proposed to be affixed to the existing all-weather canopy, along with placement of new building wall signage. An excerpt of plans submitted, including the pylon sign originally proposed, appears below:

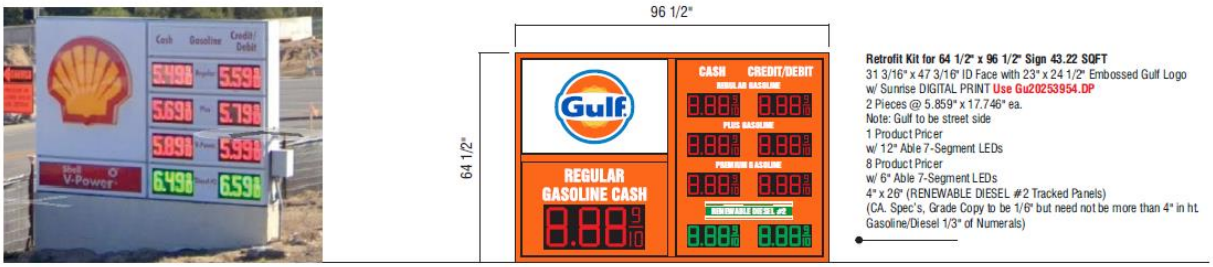


In response to the plans provided, staff relayed to the permit applicant that signage as proposed would require review and approval by the City in conjunction with proposed rebranding. City staff additionally expressed concern regarding the proposed size and height of the signage and informed the sign permit applicant that, based on correspondence with County of Monterey staff, the submitted scope of work would likely not conform to County regulations. Correspondence from County staff presented the following:

> *In regard to the recent application to replace existing signage at the Imjin Road gas station and convenience store, Building Permit No. 26CP00056, it is County staff's position that the proposal is inconsistent with the County's sign regulations. According to the County's Regulations for Signs: "Where signs are allowable under the regulations of the zoning districts identified in Sections 21.60.070 and 21.60.080, the total area of such signs shall not exceed thirty-five (35) square feet in the aggregate. This limitation in total area shall apply even though the use has frontage on two or more streets." In the proposal under Building Permit No. 26CP00056, there are three businesses shown on the subject parcel. At this time, the signage exceeds the allowable 35 square feet aggregate per business and will need to be reduced in order to comply with this section. Additionally, the free-standing sign that is sited for replacement exceeds the allowable height for free standing signs. Within the County's regulations for signs, it is indicated the height of the sign may not exceed six feet if freestanding, or if attached to a structure, the sign may not be higher than the roof line or parapet of the wall. Currently, Building Permit Plans No. 26CP00056 indicates a proposed replacement sign with a height of 20 feet as measured from average natural grade.*
>
> *At this time, County staff cannot support the replacement signage project as proposed unless such modifications are made to the plans.*

Revised Proposal

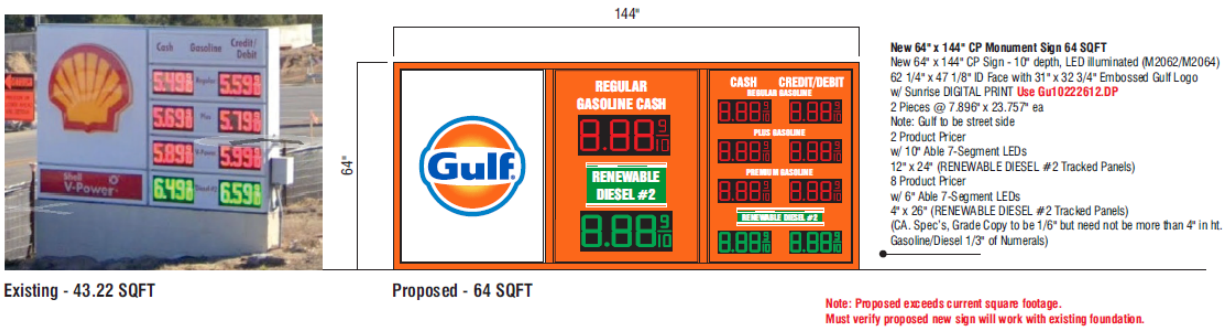
Following outreach from City staff, the sign permit applicant revised the proposed signage design, then presenting two potential designs, as follows:



Existing - 43.22 SQFT

Proposed - 43.22 SQFT

Option 1



Option 2

Preliminary Approval by County

Coordination with County staff has determined that the proposed scope of work included in Option 1 would conform to applicable County regulations, and County staff have preliminarily approved the applicant's most recent Planning permit application, pending authorization by the City.

Proposed Rebranding

In conjunction with new signage proposed, the City Attorney has confirmed that the lease in place mandates that tenant AJ Petroleum obtain permission from the City to rebrand the existing fueling station from Shell Oil to Gulf Oil. As set forth above, the lease authorizes the City Manager to consent to the signage and rebranding proposed. However, in the interest of transparency and the interest in the property at issue, staff has brought this matter for City Council for review and decision. Staff recommend that the City Council authorize such approval.

ENVIROMENTAL REVIEW

None of the following, including 1) authorization of application for submittal of new signage at an extraterritorial City-owned site, 2) approval of rebranding of an existing store, or 3) consideration of revocation of lease held by an existing tenant at a City-owned property constitutes a project subject to provisions of the California Environmental Quality Act pursuant to the commonsense exemption found in section 15061(b)(3) of the CEQA Guidelines.

FISCAL IMPACT

None.

CONCLUSION

City staff recommend that the City Council grant authorization for submittal of the application for new signage to the County of Monterey and approve rebranding of the existing fueling station from Shell Oil to Gulf Oil, fostering enhancement in utility and aesthetics of the City-owned site.

Respectfully submitted

_____

Guido F. Persicone, AICP
Community Development Director
City of Marina

REVIEWED BY:

_____

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING 1) SUBMITTAL OF AN APPLICATION FOR INSTALLATION OF NEW SIGNAGE, 2) REBRANDING FROM SHELL OIL TO GULF OIL, AND 3) REVOCATION OF THE CURRENT TENANT'S LEASE AT THE EXISTING CITY-OWNED SITE AT 2700 IMJIN PARKWAY AND FINDUING THAT THIS ACTION IS EXEMPT FROM CEQA PURSUANT TO SECTION 15061(B(3) OF THE CEQA GUIDELINES.

WHEREAS, on June 2, 2026, applicant Maria Valenzuela of AA Signs, Inc. submitted to the County of Monterey an application for proposed installation of new signage at the extraterritorial City-owned lot leased by Shell Oil/Gulf Oil located at 2700 Imjin Parkway; and

WHEREAS, the subject application requires review by the County of Monterey as responsible jurisdictional authority for review of said sign permit application; and

WHEREAS, the proposed signage design as submitted, based on feedback from County of Monterey staff, conforms to relevant regulations of the County of Monterey allowing for application approval; and

WHEREAS, in conjunction with new signage proposed, the City Attorney has confirmed that the existing lease in force requires that AJ Petroleum, tenant of the subject City-owned site, must obtain permission from the City to rebrand the existing fueling station from Shell Oil to Gulf Oil.

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

1. Authorize submittal of an application to the County of Monterey for installation of new signage at the subject site; and
2. Approve rebranding of the subject site from Shell Oil to Gulf Oil, subject to meeting the County of Monterey's applicable requirements.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 16th day of June 2026, 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

June 11, 2026 Item No. **13d**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 16, 2026

RECOMMENDATION TO CONDUCT FIRST READING AND INTRODUCE FOR ADOPTION ORDINANCE NO. 2026-, ADDING CHAPTER 1.16 (CUSTODY AND USE OF CITY SEAL, CITY LOGO, AND CITY INSIGNIA) TO TITLE 1 (GENERAL PROVISIONS) OF THE MARINA MUNICIPAL CODE

RECOMMENDATION:
It is recommended that the City Council:

1. Conduct the first reading of Ordinance No. 2026-, adding Chapter 1.16 (Custody and Use of City Seal, City Logo, and City Insignia) to Title 1 (General Provisions) of the Marina Municipal Code; waive further reading; and introduce the ordinance.

BACKGROUND:
The City Logo and Official City Seal communicate the authority and authenticity of City actions, and their unauthorized or misleading use can confuse residents, harm the City's reputation, and expose the City to risk.

The City has taken multiple steps over the past two decades to develop and protect its identity:

a. In 1997, the City Council considered registration of the City logo (the predecessor 1975 badge) as a trade name with the California Secretary of State. The Secretary of State declined to register the design on the ground that the City lacked qualifying goods or services. The Council subsequently adopted a Permit Application process requiring Council approval for third-party use.

b. Between 2003 and 2008, the Council approved discrete third-party uses by resolution, including the Marina Rotary Club (Res. No. 2003-132), Royer Printing/Piper Jaffray (Res. No. 2005-205), Monterey Peninsula College (Res. No. 2006-143), Monterey Peninsula Chamber of Commerce (Res. No. 2006-180), and the U.S. Army Garrison Command, Presidio of Monterey (Res. No. 2008-84).

c. On January 8, 2008, the Council approved the design concept for the current City Logo and Official City Seal (Res. No. 2008-09); on October 7, 2008, the Council adopted the Citywide Public Sign and Identity Program Guidelines (Res. No. 2008-205).

d. On November 17, 2009, the City registered the current City Logo and Official City Seal with the United States Copyright Office (Reg. Nos. VA 1-692-471 and VA 1-692-474, respectively).

Despite these steps, the City does not currently have a codified ordinance setting forth uniform rules for the custody, use, and protection of its insignia, standards governing third-party use, or the enforcement consequences of unauthorized use. The standards applied by the Council in third-party approvals have developed by practice across individual resolutions rather than through codified law, and the existing Citywide Public Sign and Identity Program Guidelines, while comprehensive on design standards, do not address enforcement.

A recent third-party request submitted by Mr. Kris Cameron on behalf of the Fogtown Family Car Club illustrated several gaps in the existing framework. The applicant proposed to incorporate the City's prior 1975 logo into a Club logo for federal trademark registration. In considering Staff's recommendation on that request, City Attorney and Staff identified the benefit of codifying a uniform framework that would (i) clarify the standards Council applies in evaluating third-party requests; (ii) expressly address trademark registration concerns; (iii) provide explicit enforcement authority for unauthorized use; and (iv) align Marina's practice with that of other California cities.

ANALYSIS:

Existing State Law and the Need for a Local Ordinance.

California Government Code section 34501.5 makes it a misdemeanor to use a reproduction or facsimile of a city's seal in campaign literature or mass mailing with intent to deceive voters. California Elections Code section 18304 provides analogous protections against deceptive election use of county and other local agency seals. Beyond those narrow election-context protections, however, State law does not provide a comprehensive framework for protecting municipal seals, logos, and insignia from unauthorized use, commercial appropriation, or false implications of City endorsement. California cities accordingly adopt local ordinances under their police power (Cal. Const. art. XI, § 7) to fill this gap. Because the City of Marina is a charter city, the regulation of its own seal, logo, and insignia is a municipal affair, and the City acts under its home-rule authority over municipal affairs (Cal. Const. art. XI, § 5) in addition to its general police power (Cal. Const. art. XI, § 7).

Practices of Other California Cities.

City Attorney and Staff surveyed comparable California cities that have adopted insignia-protection ordinances and reviewed the article "Who Gets to Use Agency Seals, Logos, Letterhead and Other Insignia?" published by the Institute for Local Government. Substantive ordinances on this subject have been adopted by the cities of Riverside (RMC ch. 1.04), Santa Rosa (SRCC ch. 1-04), Encinitas (EMC ch. 1.18), Santa Monica (SMMC ch. 2.32), Poway (PMC ch. 1.16), Hermosa Beach (HBMC ch. 1.06, amended 2023), Coronado (CMC § 1.02.070), Ontario (OMC ch. 2-4), and Lemoore (LMC § 1-11-3), Pittsburg (PMC ch. 1.28), among others.

While ordinance details vary, the model includes consistent elements: definitions of seal, logo, and insignia; assignment of custodianship; limitation of use to official business or City-authorized use; a permit or approval process for third-party use; prohibitions on commercial, deceptive, and political uses; and a tiered set of remedies including criminal, administrative, and civil enforcement.

Proposed Ordinance.

The proposed ordinance adds Chapter 1.16 to Title 1 of the Marina Municipal Code. It is modeled on the approach used by other California cities and tailored to Marina. Key features:

a. **Custody**. The City Clerk is designated custodian of the Official City Seal, consistent with existing practice. The City Manager is designated custodian of the City Logo and other City Insignia and is authorized to issue administrative guidelines for day-to-day staff use.

b. **Definitions**. The term "City Insignia" is defined broadly to include the current City Logo, the Official City Seal, the prior 1975 logo, departmental patches, the City's website banner, letterhead and business card designs, and any other City-owned intellectual property used to identify the City or its departments. Inclusion of the prior 1975 logo is included because, although superseded for official use, it has not been dedicated to the public domain and remains City property.

c. **Standards for Third-Party Use**. The ordinance limits eligibility for third-party use to governmental entities and organizations exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and only in connection with a specific, identified event for a defined period with stated starting and ending dates. The ordinance codifies and refines the standards the Council has historically applied when evaluating third-party requests, including the standard articulated in Resolution No. 2003-132 (Marina Rotary Club). The Council retains exclusive authority to approve third-party use, with the City Clerk receiving applications and the City Manager forwarding them with a Staff recommendation. The ordinance further directs the Council to act on each application on the enumerated, objective standards, requires a decision within sixty (60) days after an application is complete, and limits revocation to a material breach of the conditions of approval. Any approved use must reproduce the Insignia in its entirety without alteration, must remain legible when enlarged or reduced, and does not authorize any future or recurring use.

d. **Anti-Trademark Provision**. The ordinance expressly prohibits approval of any use that would involve registration of City Insignia, in whole or in part, as a privately-held trademark. This provision addresses an issue not present in older municipal ordinances but raised by recent third-party requests.

e. **Souvenirs and Merchandise**. The ordinance preserves the City's ability to manufacture and sell its own branded merchandise, with proceeds deposited to the City treasury.

f. **Political Use Prohibition**. The ordinance parallels California Government Code section 34501.5 by prohibiting use of City Insignia in a campaign or election-related communication in a manner reasonably calculated to convey a false impression of City sponsorship or approval, or otherwise intended to deceive the voters, with narrow exceptions for City-issued communications and ceremonial accessories. The ordinance also addresses use of City-branded clothing and items by Councilmembers and City officials, permitting such use at nonpartisan City events but prohibiting it at campaign or partisan political events or when appearing in an individual capacity, and requires a conspicuous disclaimer ("This communication is not sponsored or approved by the City of Marina") when City facilities or other City resources are depicted in campaign materials.

g. **Enforcement**. Violations are subject to (i) prosecution under Chapter 1.08 (Code Violations); (ii) administrative citation and fines under Chapter 1.12 (Administrative Fines); and (iii) civil action under Chapter 1.10 (Civil Enforcement), including injunction, abatement of public nuisance, disgorgement of profits, damages, and attorneys' fees. Remedies are cumulative. Where a violation is committed by a member of the City Council, the Council may also adopt a resolution of censure as a nonexclusive remedy.

h. **Preservation of Existing Program**. The 2008 Citywide Public Sign and Identity Program Guidelines remain in effect, and the new chapter operates alongside and supplements those Guidelines.

Other Considerations.

The narrow scope of the political use prohibition (use of the City Insignia specifically, rather than political speech generally), the express exception for City communications, the requirement that any prohibited use be intended to deceive or reasonably likely to create a false impression that the communication is authorized or endorsed by the City, and the parallel structure to California

Government Code section 34501.5 and to ordinances upheld in other California jurisdictions supports the provision's validity.

The ordinance's permit and approval process (Sections 1.16.090 and 1.16.100) is likewise structured to guide the Council's decision through the enumerated, objective factors in Section 1.16.100, limits eligibility and the scope and duration of any approved use, requires action on each completed application within a defined period, and limits revocation to a material breach of the conditions of approval. These provisions confine official discretion and supply the narrow, objective standards that for a permissible licensing scheme .

The prohibited-use standards in Section 1.16.060 are framed in neutral terms. The ordinance bars uses that are deceptive or fraudulent, that falsely imply City endorsement, or that dilute or impair the distinctiveness or integrity of the City Insignia, rather than uses that merely reflect unfavorably on the City. This focus on confusion, deception, and dilution, which are interests the City may legitimately protect, avoids conditioning use of the Insignia on the content or viewpoint of a speaker's message.

CEQA:
Adoption of the ordinance is not a "project" subject to the California Environmental Quality Act under State CEQA Guidelines sections 15061(b)(3) and 15378(b)(5), as it is an administrative activity of government that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT:
Adoption of the ordinance itself has no direct fiscal impact. Implementation will be accomplished within existing staff resources. Enforcement actions, if pursued, may generate cost recovery through administrative fines, civil judgments, disgorgement of profits, and attorneys' fees, and may reduce the number of ad hoc logo-use items requiring individual Council consideration.

CONCLUSION:
The attached proposed ordinance is submitted for Council consideration for first reading and introduction of the ordinance.

ATTACHMENT:
Ordinance No. 2026-, Adding Chapter 1.16 (Custody and Use of City Seal, City Logo, and City Insignia) to Title 1 (General Provisions) of the Marina Municipal Code

Respectfully submitted,

_____
Rene Alejandro Ortega
City Attorney

REVIEWED/CONCUR:

_____
Layne Long
City Manager
City of Marina

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA, CALIFORNIA, ADDING CHAPTER 1.16 (CUSTODY AND USE OF THE CITY SEAL, CITY LOGO, AND CITY INSIGNIA) TO TITLE 1 (GENERAL PROVISIONS) OF THE MARINA MUNICIPAL CODE TO ESTABLISH THE OFFICIAL CITY SEAL, LOGO, AND INSIGNIA OF THE CITY OF MARINA; TO PROVIDE FOR THEIR CUSTODY, PERMITTED USES, AND PROTECTION; TO PROVIDE FOR A PERMIT PROCESS FOR LIMITED THIRD-PARTY USE; TO PROHIBIT UNAUTHORIZED USE; AND TO ESTABLISH PENALTIES AND REMEDIES

WHEREAS, the City of Marina (the "City") recognizes the importance of developing and maintaining a unified and distinctive municipal identity through its official seal, logo, and other insignia; and

WHEREAS, on January 8, 2008, by Resolution No. 2008-09, the City Council approved the design concept for the Citywide Public Sign and Identity Program; and

WHEREAS, on October 7, 2008, by Resolution No. 2008-205, the City Council approved the Citywide Public Sign and Identity Program Guidelines, which established design standards and application protocols for the use of the City logo and Official City Seal; and

WHEREAS, the City of Marina is the registered owner of the City Logo and Official City Seal under United States Copyright Office Registration Nos. VA 1-692-471 and VA 1-692-474, effective November 17, 2009; and

WHEREAS, the prior (1975-era) City logo, although superseded for official use, remains the intellectual property of the City and has not been dedicated to the public domain; and

WHEREAS, California Government Code section 34501.5 makes it a misdemeanor for any person to use any reproduction or facsimile of a city seal in any campaign literature or mass mailing with intent to deceive the voters, and California Elections Code section 18304 makes it a misdemeanor to make deceptive use of county and other local agency seals in election communications; and

WHEREAS, beyond the limited protections afforded by State law, there is no comprehensive statutory framework governing third-party use of municipal seals, logos, and insignia, and individual California cities have therefore adopted local ordinances to protect their brand identity, prevent confusion or false implication of City endorsement, and preserve their ability to enforce their intellectual property rights; and

WHEREAS, the City of Marina is a charter city, and the custody, use, and protection of the City's own seal, logo, and insignia is a municipal affair as to which the City exercises its home-rule authority under Article XI, Section 5 of the California Constitution, in addition to its police power under Article XI, Section 7; and

WHEREAS, the City Council has, on prior occasions, considered ad hoc requests for use of the City logo on a resolution-by-resolution basis, including but not limited to Resolution Nos. 2003-132, 2005-205, 2006-143, 2006-180, and 2008-84, but has not previously codified the standards or procedures applicable to such requests; and

WHEREAS, the City desires to codify a uniform framework for the custody, permitted use, and protection of its seal, logo, and other insignia, consistent with best practices adopted by other California cities; and

WHEREAS, the adoption of this ordinance is not a "project" within the meaning of the California Environmental Quality Act ("CEQA") under State CEQA Guidelines sections 15061(b)(3) and 15378(b)(5), in that it constitutes an administrative activity of government that will not result in direct or indirect physical changes in the environment.

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

SECTION 1. Findings.
The City Council hereby finds and determines that the recitals set forth above are true and correct and are incorporated herein as findings of the City Council.

SECTION 2. Chapter 1.16 Added.
Chapter 1.16 (Custody and Use of City Seal, City Logo, and City Insignia) is hereby added to Title 1 (General Provisions) of the Marina Municipal Code to read as follows:

"Chapter 1.16
CUSTODY AND USE OF CITY SEAL,
CITY LOGO, AND CITY INSIGNIA

Sections:
1.16.010 Purpose.
1.16.020 Definitions.
1.16.030 Property rights – Trademark and copyright protection.
1.16.040 Custodianship.
1.16.050 Authorized uses by the City and City personnel.
1.16.060 Prohibited uses.
1.16.070 Manufacture and sale of souvenirs and merchandise.
1.16.080 Use in political campaigns prohibited.
1.16.090 Permit application for third-party use.
1.16.100 Standards for approval of third-party use.
1.16.110 Penalties and remedies.
1.16.120 No waiver of City rights.

1.16.010 Purpose.
The purpose of this chapter is to:

A. Establish the official City Seal, City Logo, and other City Insignia of the City of Marina;

B. Provide for the custody, control, and protection of the City Seal, City Logo, and City Insignia;

C. Specify the authorized uses of the City Seal, City Logo, and City Insignia by the City and by third party organizations;

D. Establish a permit process under which such limited third-party use may be approved by the City Council;

E. Prohibit unauthorized, deceptive, commercial, or politically-motivated uses;

F. Protect the City's intellectual property rights, brand integrity, and reputation; and

G. Avoid public confusion regarding whether a statement, event, product, or organization is endorsed, sponsored, or authorized by the City.

1.16.020 Definitions.

For purposes of this chapter, the following definitions apply:

A. "City" means the City of Marina, California.

B. "City Council" means the City Council of the City of Marina.

C. "City Clerk" means the City Clerk of the City of Marina or his or her designee.

D. "City Manager" means the City Manager of the City of Marina or his or her designee.

E. "City Logo" means the official logo of the City as adopted by the City Council on January 8, 2008 by Resolution No. 2008-09 and as described in the Citywide Public Sign and Identity Program Guidelines adopted on October 7, 2008 by Resolution No. 2008-205, which depicts an emblem-shaped border surrounding illustrative elements representing the Pacific Ocean as viewed from Marina's location on the Monterey Bay, with the words "City of Marina" centered in the design, and which is registered with the United States Copyright Office under Registration No. VA 1-692-471.

F. "City Seal" means the Official City Seal of the City as described in the Citywide Public Sign and Identity Program Guidelines, comprising a line-art version of the City Logo with an engraving-style treatment, designed for application by manual stamp or embossing on certificates, proclamations, and other official City documents, and which is registered with the United States Copyright Office under Registration No. VA 1-692-474.

G. "Prior City Logo" means the City logo used by the City prior to the adoption of the current City Logo, depicting the word "Marina" in stylized script over a stylized bay and sun image with the year 1975, which remains the intellectual property of the City and has not been dedicated to the public domain.

H. "City Insignia" means, collectively, the City Seal, City Logo, Prior City Logo, any departmental badge, patch, emblem, mark, or logo, the City's website banner, the City's letterhead and business card designs, any variation or modification of any of the foregoing approved by the City Council, and any other intellectual property right owned by the City and used to identify the City or any of its departments, programs, or events.

I. "Commercial use" means any use of the City Insignia in connection with the sale, advertisement, or promotion of any product, service, or business for profit, but does not include use by the City itself or by a person authorized by the City Council pursuant to this chapter.

J. "Person" means any individual, partnership, firm, association, corporation, limited liability company, unincorporated organization, or other legal entity.

1.16.030 Property rights – Trademark and copyright protection.

A. The City Seal, City Logo, Prior City Logo, and all other City Insignia are the exclusive property of the City of Marina.

B. The City Logo and City Seal are registered with the United States Copyright Office under Registration Nos. VA 1-692-471 and VA 1-692-474, respectively.

C. The City Manager is authorized, in consultation with the City Attorney, to take such further steps as the City Manager deems necessary or appropriate to protect the City's rights in the City Insignia, including but not limited to:

1. Registration of the City Insignia as trademarks or service marks under federal or state law;
2. Enforcement of the City's copyrights, trademarks, and other intellectual property rights against unauthorized users; and
3. Renewal and maintenance of existing intellectual property registrations.

D. Nothing in this chapter shall be construed to limit, transfer, or waive any intellectual property right of the City in the City Insignia. No approval granted under this chapter conveys ownership of, or any trademark or copyright interest in, the City Insignia.

1.16.040 Custodianship.

A. The City Clerk shall be the custodian of the official City Seal and shall affix the City Seal to all ordinances, resolutions, certificates, proclamations, and other documents as required by law, by this Code, or by ordinance or resolution of the City Council.

B. The City Manager shall be the custodian of the City Logo and all other City Insignia, and shall be responsible for ensuring their consistent application in accordance with the Citywide Public Sign and Identity Program Guidelines and any successor branding standards adopted by the City Council.

C. The City Manager may adopt administrative procedures, style guides, and supplemental guidelines, consistent with this chapter and the Citywide Public Sign and Identity Program, governing the day-to-day use of the City Insignia by City personnel.

1.16.050 Authorized uses by the City and City personnel.

A. The City Seal, City Logo, and City Insignia may be used, in accordance with the Citywide Public Sign and Identity Program Guidelines:

1. By the City for purposes directly connected with the official business of the City of Marina, its City Council, boards, commissions, committees, officers, departments, and employees;
2. On City stationery, business cards, printed materials, vehicles, uniforms, equipment, facilities, signs, websites, and digital communications;
3. On official City publications, presentations, certificates, proclamations, badges, patches, and similar materials;
4. By City officers, employees, and members of the City Council, City boards, commissions, and committees while acting within the scope of their office or employment;
5. By a recognized employee organization, on stationery or printed materials used within the scope of its representation of City employees, and on articles of clothing intended for use by City employees in the course of their employment; and
6. By a vendor or contractor of the City, but only as necessary to perform a contract with the City and only in the manner approved by the City Manager.

B. All uses under this section shall conform to the Citywide Public Sign and Identity Program Guidelines and any successor branding standards adopted by the City Council.

1.16.060 Prohibited uses.

Except as expressly authorized under section 1.16.050, or pursuant to an approval granted by the City Council under sections 1.16.090 and 1.16.100, it shall be unlawful for any person or entity to:

A. Use, reproduce, distribute, sell, give away, display, or affix the City Seal, City Logo, Prior City Logo, or any other City Insignia, or any reproduction or facsimile thereof, or any design so closely resembling the same as to be apt to deceive or be reasonably mistaken for the same;

B. Alter, modify, deface, or create derivative works of the City Insignia;

C. Use the City Insignia in any manner that:

1. Suggests, implies, or could reasonably be interpreted to suggest or imply that the City endorses, sponsors, approves, or is otherwise affiliated with any person, event, product, service, organization, statement, viewpoint, or position;
2. Is deceptive or fraudulent;
3. Is for a commercial purpose, including the use of the City Insignia on any product offered for sale;
4. Is discriminatory or in violation of any federal, state, or local law; or
5. Dilutes or impairs, or is likely to dilute or impair, the distinctiveness or integrity of the City Insignia; or

D. Apply for, file, register, or seek to register any City Insignia, in whole or in part, or any mark or design incorporating any City Insignia, as a trademark, service mark, copyright, or other intellectual property right with any state, federal, or international authority.

1.16.070 Manufacture and sale of souvenirs and merchandise.

A. Nothing in this chapter shall prevent the City, or any person authorized in writing by the City Manager, from manufacturing, distributing, selling, or giving away clothing, promotional items, souvenirs, or other merchandise bearing the City Insignia for the purpose of promoting the City of Marina.

B. The proceeds, if any, of the City's sale of merchandise bearing the City Insignia shall be deposited into the City treasury and used for public purposes as directed by the City Council.

1.16.080 Use in political campaigns prohibited.

A. The City Council finds that the use or depiction of the City Insignia in a campaign or election-related communication may be reasonably calculated to convey the false impression of sponsorship or approval by the City. No person, candidate, campaign committee, political action committee, or other entity, including any elected or appointed officer of the City, shall use the City Seal, City Logo, Prior City Logo, or any other City Insignia, or any design so closely resembling the same as to be apt to deceive or be reasonably mistaken for the same, in a manner reasonably calculated to convey such a false

impression of sponsorship or approval, or otherwise intended to deceive the voters, for the purpose of:

1. Supporting or opposing the nomination or election of any person to any City, county, state, or federal office;

2. Supporting or opposing any ballot measure or initiative; or

3. Influencing the action of the electorate, or any portion thereof, in any election.

B. The prohibition in subsection A does not apply to:

1. Communications issued by the City of Marina or the City Council as a whole pursuant to law; or

2. Nametags or other ceremonial accessories officially issued by the City for use by elected or appointed officials acting in their official capacity.

C. Use by Councilmembers and other City officials. A Councilmember or other elected or appointed City official may wear clothing, or display items, officially produced by the City and depicting the City Insignia when appearing at a City-produced, City-sponsored, or other nonpartisan event, or when representing or appearing on behalf of the City Council as a whole. A Councilmember or other City official may not wear clothing or display items depicting the City Insignia when attending a campaign event or partisan political event, or when appearing in their individual capacity.

D. Depiction of City facilities and resources; disclaimer. Because the depiction of City facilities or other City resources in a publication may be reasonably calculated to convey the false impression of sponsorship or approval by the City, no person other than the City may depict City facilities or other City resources on any campaign material, including clothing, accessories, and paid or unpaid political advertising, content, or materials advocating for or against the election of any candidate, the passage of any measure, or the approval or rejection of any item before the City Council, without conspicuously including the disclaimer: "This communication is not sponsored or approved by the City of Marina." For purposes of this subsection, City facilities and other City resources include, but are not limited to, City Hall, other publicly owned and prominently recognizable City buildings, facilities, or structures, and City-owned vehicles.

E. This section is intended to supplement, and operate independently of and in addition to, California Government Code section 34501.5, California Elections Code section 18304, and any other applicable State law.

1.16.090 Permit application for third-party use.

A. Third-party use of the City Insignia may be approved only for governmental entities or organizations that are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and only in connection with a specific, identified event and for a defined period with stated starting and ending dates. An eligible organization seeking to use the City Insignia for any purpose not authorized under section 1.16.050 shall submit a written Permit Application to the City Clerk in the form approved by the City Manager.

B. The Permit Application shall include, at a minimum:

1. The name, address, and contact information of the applicant, and, unless applicant is a governmental entity, proof that the applicant is an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code;
2. A description of the proposed use, including the specific event in connection with which the City Insignia will be used, the medium, format, quantity, geographic scope, location, and the starting and ending dates of the use;
3. A sample, mock-up, or proof of the proposed use depicting how the City Insignia will appear;
4. A statement of the public purpose served by the proposed use and the benefit, if any, to the City of Marina and its residents;
5. A statement of whether the applicant is engaged in or intends to engage in any political advertising or any commercial use;
6. A statement of whether the applicant intends to register the proposed use, in whole or in part, as a trademark, service mark, or other intellectual property right; and
7. Such additional information as the City Manager may reasonably require.

C. The City Manager shall review each completed Permit Application and shall transmit the application, together with a staff recommendation, to the City Council for consideration at a regular or special meeting. The City Council shall act to grant, conditionally grant, or deny each completed application within sixty (60) days after the application is deemed complete.

D. No Permit Application shall be deemed approved except upon the affirmative action of the City Council by resolution.

1.16.100 Standards for approval of third-party use.

A. In acting on a Permit Application, the City Council shall consider the following factors:

1. Whether the proposed use serves a civic, community, educational, charitable, or governmental purpose, or supports an activity or event conducted in cooperation with, or for the benefit of, the City of Marina or its residents;
2. Whether the proposed use is connected with a City-sponsored, City-co-sponsored, or City-recognized event, program, or function;
3. Whether the proposed use is limited in scope, duration, and geographic reach;
4. Whether the proposed use will be consistent with the Citywide Public Sign and Identity Program Guidelines and will not alter, modify, deface, or diminish the City Insignia;
5. Whether the proposed use is likely to cause confusion as to whether the applicant or its activities are endorsed, sponsored, or authorized by the City;
6. Whether the applicant has agreed to refrain from any political advertising or activity using the City Insignia;
7. Whether the applicant has agreed not to register the proposed use, in whole or in part, as a trademark, service mark, or other intellectual property right; and

8. Whether the proposed use is likely to dilute, or to impair the distinctiveness or integrity of, the City Insignia.

B. The City Council may, by resolution, approve a Permit Application subject to conditions, including but not limited to:

1. Identification of the specific event for which the use is authorized and the starting and ending dates of the authorized use, and limitations on the duration, quantity, and geographic scope of the use;
2. Requirements that the applicant submit final artwork or proofs for review and approval prior to production;
3. A requirement that the applicant provide a copy of the final product or publication to the City;
4. A requirement that the applicant enter into a written license agreement on terms approved by the City Attorney;
5. A requirement that the applicant indemnify, defend, and hold the City harmless from any claims arising out of the authorized use;
6. A reservation of the City's right to revoke the approval at any time, upon written notice, for any material breach of the conditions of approval; and
7. A prohibition on any sublicensing, assignment, or transfer of the approved use.

C. Approval of a Permit Application does not transfer to the applicant any ownership of, or trademark, copyright, or other intellectual property interest in, the City Insignia. All such rights remain with the City.

D. No approval shall be granted that authorizes the inclusion of any City Insignia in any mark, design, or composite that the applicant intends to register, or has registered, as a trademark, service mark, or other intellectual property right with any state or federal authority.

E. Conditions applicable to all approved use. Any use of the City Insignia approved under this chapter, whether by an organization or any other third party, is subject to the following conditions, whether or not separately stated in the approval:

1. The City Insignia shall be reproduced in its entirety, with no alterations, and no element of the City Insignia may be isolated, used alone, or used in combination with any other art, symbol, or words;
2. The reproduction of the City Insignia shall be clear and legible whenever it is enlarged or reduced; and
3. The City's approval of a particular use does not constitute approval of any future or recurring use, each of which requires separate approval under this chapter.

1.16.110 Penalties and remedies.

A. Each violation of this chapter shall constitute an infraction or misdemeanor, in the discretion of the City Attorney, and shall be subject to the penalties and procedures set forth in Chapter 1.08 (Code Violations) of this Code.

B. In addition to or as an alternative to the penalties set forth in subsection A, any violation of this chapter may be enforced by administrative citation and administrative fines pursuant to Chapter 1.12 (Administrative Fines) of this Code.

C. Each day a violation continues, and each separate use of the City Insignia in violation of this chapter, shall constitute a separate offense.

D. In addition to any criminal or administrative remedy, the City may bring a civil action pursuant to Chapter 1.10 (Civil Enforcement) of this Code, or under any other authority available to it, to enjoin any violation of this chapter, to abate the violation as a public nuisance, to recover damages, to obtain disgorgement of profits derived from any unauthorized use, to recover the City's reasonable attorneys' fees and costs, and to pursue any other remedy available at law or in equity, including any remedy available under federal or state intellectual property law.

E. Where a violation of this chapter is committed by a member of the City Council, the City Council may, in addition to or as an alternative to any other remedy provided by this chapter or by law, adopt a resolution of censure condemning the violation. A resolution of censure is a nonexclusive remedy and does not limit any other penalty or remedy available under this chapter or applicable law.

F. The remedies in this section are cumulative and in addition to all other remedies available to the City under law.

1.16.120 No waiver of City rights.
Nothing in this chapter shall be construed to limit, waive, or impair any right of the City under federal or state intellectual property law, contract, common law, or otherwise. The City expressly reserves all rights in the City Insignia.

SECTION 3. Citywide Public Sign and Identity Program Continued in Effect.
The Citywide Public Sign and Identity Program Guidelines, adopted by Resolution No. 2008-205, shall remain in full force and effect and shall be construed consistently with the chapter added by this ordinance. To the extent any conflict exists between this ordinance and the Guidelines, this ordinance shall control.

SECTION 4. Prior Resolutions.
Existing City Council resolutions approving the use of the City Insignia by third parties shall remain in effect according to their terms, but any renewal, extension, or modification of such approval shall be subject to the chapter added by this ordinance.

SECTION 5. CEQA.
The City Council finds that adoption of this ordinance is not a "project" subject to the California Environmental Quality Act under State CEQA Guidelines sections 15061(b)(3) and 15378(b)(5), as it is an administrative activity of government that will not result in direct or indirect physical changes in the environment.

SECTION 6. Severability.
If any provision of this ordinance, or its application to any person or circumstance, is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 7. Effective Date.
This ordinance shall take effect thirty (30) days after its adoption.

SECTION 8. Publication.
The City Clerk shall cause this ordinance to be published in the manner required by Council resolution.

INTRODUCED at a regular meeting of the City Council of the City of Marina held on the 16th day of June 2026.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Marina, duly held on the 7th day of July 2026, by the following vote:

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

_____
Bruce Delgado, Mayor

ATTEST:

_____
Anita Sharp, City Clerk