AMENDED AGENDA PACKET

AGENDA

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

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. 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

6:30 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. LGBTQ+ Pride Month Proclamation

   b. CSUMB SHTM Program Presentation on Gateway Hub Project.

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 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-, approving advertising and call for bids for the Del Monte Boulevard and Beach Road Intersection Improvements Project.

        (2) Adopting Resolution No. 2026, 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-, 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, 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-, 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-, 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, 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-, 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

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-, 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).

b. Open a public hearing and adopt City Council Resolution 2026-, 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).

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-, 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.

b. Adopting Resolution No. 2026-, 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.

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***

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

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

b. Council reports on meetings and conferences attended (Gov't Code Section 53232).

15. ADJOURNMENT:

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 6:30 p.m., Friday, May 29, 2026.

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ANITA SHARP, DEPUTY CITY CLERK

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

City Council meetings may be viewed live on the meeting night and at 12:30 p.m. and 3:00 p.m. on Cable Channel 25 on the Sunday following the Regular City Council meeting date. In addition, Council meetings can be viewed at 6:30 p.m. every Monday, Tuesday and Wednesday. For more information

about viewing the Council Meetings on Channel 25, you may contact Access Monterey Peninsula directly at 831-333-1267.

Agenda items and staff reports are public record and are available for public review on the City's website (www.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, June 16, 2026

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**

CITY HALL 2026 HOLIDAYS
(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

Upcoming 2026 Meetings of Planning Commission
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		

Upcoming 2026 Meetings of Public Works Commission
1st Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

June 4, 2026	August 6, 2026	October 1, 2026
July 2, 2026	September 3, 2026	November 5, 2026
		December 3, 2026

Upcoming 2026 Meetings of Recreation & Cultural Services Commission
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

Upcoming 2026 Meetings of Marina Tree Committee
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

LGBTQ+ Pride Month

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WHEREAS, the City of Marina has a diverse Lesbian, Gay, Bisexual, Transgender, Queer and Plus (LGBTQ+) community and is committed to celebrating and supporting visibility, dignity and equity for all people in the community;

WHEREAS, many of the residents within the City of Marina that contribute to the enrichment of our City are a part of the lesbian, gay, bisexual, and transgender community; and

WHEREAS, The City of Marina has a long and proud history of inclusion and civil rights;

WHEREAS, the City of Marina commends the bravery and courage of all those in the LGBTQ+ community that face adversity and various forms of violence;

WHEREAS, The Supreme Court decision guaranteeing marriage equality in all 50 States was a historic victory for the LGBTQ+ community, our country still has far to go with respect to the equitable treatment of the LGBTQ+ community;

WHEREAS, continued opposition and oppression against LGBTQ+ peoples makes it important for cities to stand up and show solidarity and support for our LGBTQ residents and the community at large;

WHEREAS, cities across the United States recognize and celebrate June as LGBTQ+ Pride Month, June has become a symbolic month in which the LGBTQ+ community and allies come together in various celebrations of pride; and

NOW THEREFORE, the City Council of the City of Marina does hereby declare the month of June as Lesbian, Gay, Bisexual, Transgender and Queer Pride month, symbolizing the City's celebration of diversity and support for the Lesbian, Gay, Bisexual, Transgender, Queer and Plus community.

Dated this 2nd day of June 2026.

CITY OF MARINA INCORPORATED NOVEMBER 13, 1975 CALIFORNIA

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Bruce C. Delgado, Mayor

Repositioning and Rebranding Marina as a Gateway Hub and Regenration Destination

A CSUMB SHTM PROGRAM STUDY

- MAY 15, 2026

Agenda

The Marina Asset Promise

Market & Revenue Potential

Repositioning Marina

Rebranding Marina

The Pathway Forward









Study Objectives

- **Overall Objective:** Formulate an **overall economic development strategy**, centered on eco-tourism, edu-tourism, blue economy and eco-recreation assets **to create *"One More Night"* visitors to ignite the growth of sustainable, attractive and well-paying employment opportunities in the City of Marina as well as drive TOT revenue**.
  - Sub-objective 1: Identify the local **eco-tourism, edu-tourism, blue economy and eco-recreation assets and interconnected complementary assets** of the City of Marina and the Monterey Bay Region.
  - Sub-objective 2: Identify the **market potential** (TAM, SAM and SOM), **Unique Selling Proposition** (USP) and the **market segments** that the City of Marina should target.
  - Sub-objective 3: Identify the **key competitors**, and the **key partners** with whom the City of Marina should collaborate to realize its USP.
  - Sub-objective 4: Develop **strategic recommendations linking the identified assets and target market with an action plan** to make the City of Marina the regional eco-tourism and eco-recreation economic growth-engine.





Topic one

THE ASSET PROMISE OF THE CITY OF MARINA

The Marina Asset Promise – Key Conclusions

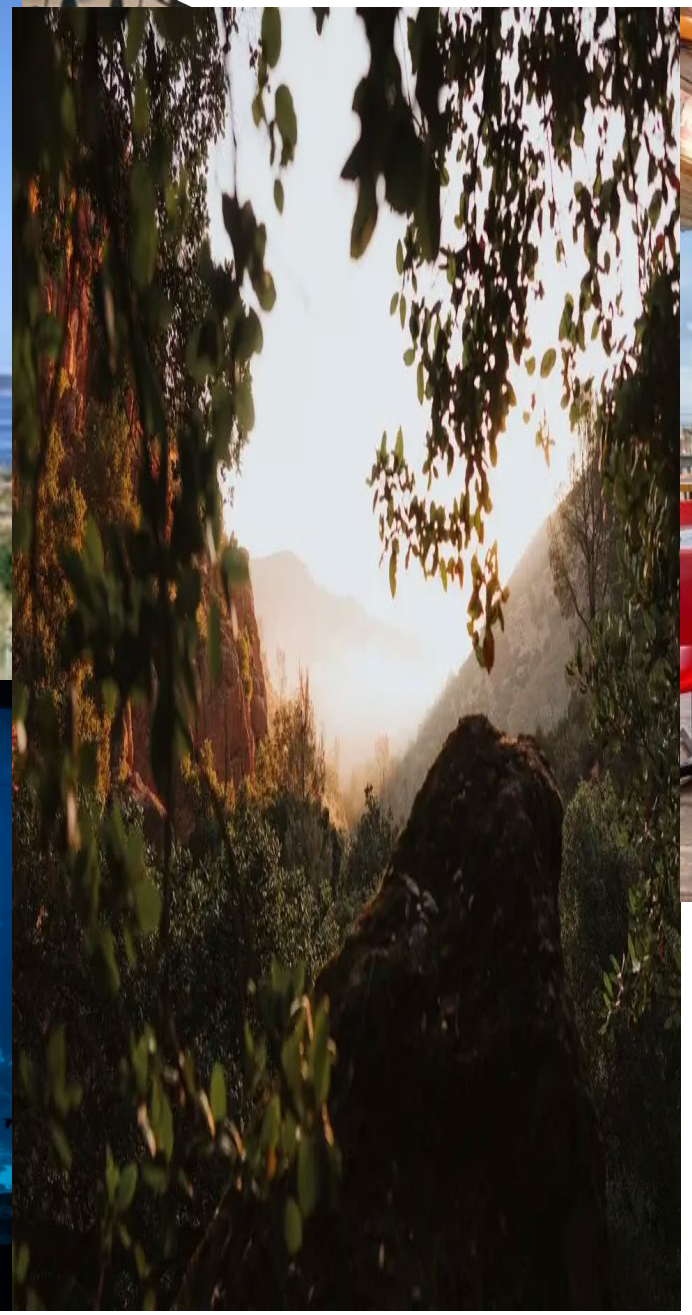
- The City of Marina has key ecotourism, eco-recreation, edu-tourism, agritourism and Blue Economy assets ranging from the Fort Ord National Monument to the Marine Sanctuary to pristine beaches and parks to hiking and biking trails to CSUMB and access to 18 marine labs to the adjacent fields of the "salad and berry bowl of the world" to marine programs and marine assets that are the best in the world.
- The City of Marina is the Gateway City to world-class experiences in the Monterey Bay Region by providing "packaged tour" access to:
  - **Impactful eco-recreation experiences** like biking, hiking, and wildlife viewing (**Big Sur, Salinas River Wildlife Refuge, Marina Dunes hang-gliding**, MBR equestrian ranches and rides, Fort Ord Cycling Events, CCCX etc.)
  - **Immersive eco-tourism experiences** like **17 Mile Drive, Pinnacles National Park, MB Aquarium, whale-watching, surfing, diving, sailing, kayaking, BMX racing and motor sports** etc.
  - **Iconic events and cultural experiences** like **Car Week/Concours**, AT&T ProAM, **Steinbeck Center, ethnic festivals** etc.
  - **Unique agri-tourism opportunities** like **wine tours**, **berry and vegetable picking**, **farm and processing plant tours** etc.
  - One-of-a-kind Blue Economy tourism to **18 MBR Marine Labs**, **Elkhorn Slough**, **Monterey Bay Marine Sancturary tours** etc.

These "Gateway" and "Regeneration" assets create a sustainable opportunity for regeneration, eco-conscious and wellness focused visitors all year round to keep them for "One More Night", if properly linked, packaged and marketed.

Source: CSUMB/MIIS (2018). *Broad-based Asset Inventory of Monterey County for the City of Monterey.*









Topic two

MARKET AND REVENUE POTENTIAL FOR THE CITY OF MARINA

City of Marina Market Potential and TOT Revenues

	Serviceable Operating Market (SOM) Potential 2025-2026 Projections (Population Basis)	Serviceable Operating Market (SOM) Potential 2025-2026 Projections (Rooms Basis)	Transient Occupany Tax (TOT) Potential 2025-2026 Projections (Population Basis)	Transient Occupany Tax (TOT) Potential 2025-2026 Projections (Rooms Basis)
25% Capture	$25.2 to $41.1million	$43.7 to $71.3 million	$3.5 to $5.8 million	**$6.2 to $9.9 million**
50% Capture	$50.3 to $82.1 million	$87.4 to $142.6 million	$7.0 to $11.5 million	**$12.2 to $19.9 million**

Based on the Serviceable Available Market Potential (SAM), if the City of Marina were to capture just 25% of the potential, the TOT tax revenues to the City would realistically lie between $6.2 to $9.9 million. However, it would be as high as $12.2 million to $19.9 million if the Strategic Recommendations of this report were implemented.

Source: Dean Runyan 2023 Monterey County Report: https://issuu.com/visitmontereycounty/docs/monterey_report_2023p Updated with AI projections for 2025.

Conclusions Regarding Market Potential for the City of Marina



- **Unique "Gateway" positioning** in the Monterey Bay Region and California Central Coast to tap into a **$3.1 billion plus tourism addressable market**
- **60 to 70% of the addressable market** originates in the SF Bay Area with **Santa Clara, Alameda, Contra Costa and San Francisco** County accounting for **65% of SF Bay Area visitors (7% is international with 2X to 3X spending)**
- **The operational** market for the City of Marina is between **$82 million to $143 million** if it captures just 50% of the potential serviceable market
- **The TOT potential** if the recommendations of this report are implemented **is between $12.2 million to $19.9 million** on a very conservative basis (50% of market potential)

The large market potential for the City of Marina with conservative rate of capture indicates that there is a large annual TOT potential of between $12 and $20 million that can be captured if the City becames a "Gateway Hub" and "Regeneration" Destination for ecotourism, eco-recrecreation, cultural and edu-tourism, agritourism and Blue Economy tourism.

Source: Dean Runyan 2023 Monterey County Report: https://issuu.com/visitmontereycounty/docs/monterey_report_2023p Updated with AI projections for 2025.







Topic three

REPOSITIONING MARINA

MBR Visitors: Top Reasons for Visiting

- **Natural Beauty & Scenery (72%):** This is the leading motivator for visitors, centered on iconic locations such as **Big Sur**, **17-Mile Drive**, and the **Monterey Bay Sanctuary**.
- **Wildlife & Marine Life (58%):** A major draw featuring the **Monterey Bay Aquarium**, whale watching, and **Elkhorn Slough**.
- **Culinary & Wine Experiences (45%):** Visitors are increasingly attracted to **MICHELIN-star dining**, **Carmel Valley wineries**, and local seafood.
- **Outdoor Recreation (38%):** Popular activities include hiking in **Pinnacles** or **Big Sur**, golfing at **Pebble Beach**, biking, and kayaking.
- **Events & Festivals (22%):** Key cultural and sporting events include the **AT&T Pro-Am**, **Monterey Jazz Festival**, **Cali Roots**, and **Car Week**.
- **History & Culture (19%):** Visitors explore the **Monterey State Historic Park**, **California Missions**, and the **Steinbeck Center**.

The "Regenerative Traveler": The data confirms that visitors come for natural beauty, wildlife immersive experiences, events, high-end gastronomic experiences, and history and culture.

Source: See Monterey. (2025, September 2). *See Monterey Unveils FY2025–26 Business Plan to Drive Tourism Through Storytelling, Events and Cultural Partnerships* [Press release]. See Monterey. (2024). *Monterey County Tourism 2030 Roadmap (MCT 2030)*.

MBR Visitors: Top Emerging Interests

- **Regenerative Travel: 100%** of marketing now targets visitors **seeking eco-sustainability** and **respectful immersion through "The Right Path"** initiatives.
- **Professional travelers** extending stays for leisure now spend **158% more** than standard visitors.
- **Destination Dining: Culinary interest** is the fastest-growing category (**+7.4%**), driven by **Michelin recognition** and **local wine culture**.
- **Wellness Immersion:** Surging demand for **"full-spectrum" wellness**, combining **luxury spa treatments** with **nature-based "forest bathing."**
- **Authentic Connectivity:** A strategic shift from passive sightseeing to seeking **deep emotional and personal connections** with the destination.
- **Heritage Tourism:** Cultural motivation is led by the **Steinbeck legacy** and the "Monterey County 1000" historical programs.

Visitors don't just want to see the Monterey Bay Region, They want to feel, experience, and connect with it through wellness, leisure experiences, sustainable and respectful immersion and authenticity.

Source: See Monterey. (2025, September 2). *See Monterey Unveils FY2025–26 Business Plan to Drive Tourism Through Storytelling, Events and Cultural Partnerships* [Press release]. See Monterey. (2024). *Monterey County Tourism 2030 Roadmap (MCT 2030)*.

MBR Visitor Preferences: Inferences for Marina

- **Nature based tourism with outstanding natural experiences** will attract visitors and make them stay longer e.g. Fort Ord National Monument, MB Marine Sanctuary, Pinnacles etc.
- A mix of **historical, gastronomic, and event experiences** will attract a lot of visitors.
- **Visitors far from the area** will stay longer and spend more.
- **Recreational activities like hiking, biking and connecting with nature** have vastly increased in popularity e.g. Fort Ord trails, Marina Beaches, Highway 1 Bike Trail, Elkhorn Slough kayaking, Marina Dunes hang-gliding, BMX/mountain biking in Marina, Point Lobos etc.
- **The potential for ecotourism, eco-recreation, cultural and edutourism, agri-tourism and Blue Economy tourism is strong for the City of Marina**, due to its location and endowments as a Gateway location to outstanding MBR natural assets; abundance of eco-recreation activities and events; iconic cultural assets and close proximity to CSUMB, MBARI and other world-class educational and research institutions and the Salinas Valley and Wine Country.
- Natural, sanctuary/resort and eco-recreation assets provide potential to develop Marina as a "Regeneration" Destination.

Visitor preferences and emerging needs create a huge opportunity for Marina to reposition itself as the "Gateway to the Monterey Bay" destination and a "Regeneration" destination with a distinctive competence and USP.

Source: SRI and Monterey County ED Economic and tourism reports, various years

Elements of Repositioning Marina as a "Gateway" and "Regeneration" Destination

- City of Marina's **natural attractions**
  - Scenic shoreline, Monterey Bay Marine Sanctuary, Fort Ord National Monument, wilderness trails, equestrian park, beaches, Elkhorn Slough. Salinas River Refuge
  - Access to MBR natural attractions (e.g. Pinnacles National Park. Big Sur, 17 Mile)
- City of Marina **eco-recreation assets**
  - Hiking Haven(86 miles of trails) & Mountain Biking haven(11 biking events)
  - Marine recreation (e.g. hang-gliding, Marina State Beach recreation activities)
- City of Marina **proximity to edu-tourism, agritourism, Blue Economy, and cultural tourism assets and events**
  - CSUMB and marine research institution (e.g. MBARI, MLML) tours
  - Salinas valley agri-tourism opportunities (farm tours, veggie & berry picking)
  - Monterey Jazz Festival, Car Week, AT&T ProAm and new Marina Arts District
- **New developments** in **hospitality and eco-industry**
  - Sanctuary Beach Resort and planned five-star resort
  - Cluster of old and new Marina Dunes restaurants
  - Joby Aviation tours at Marina Airport

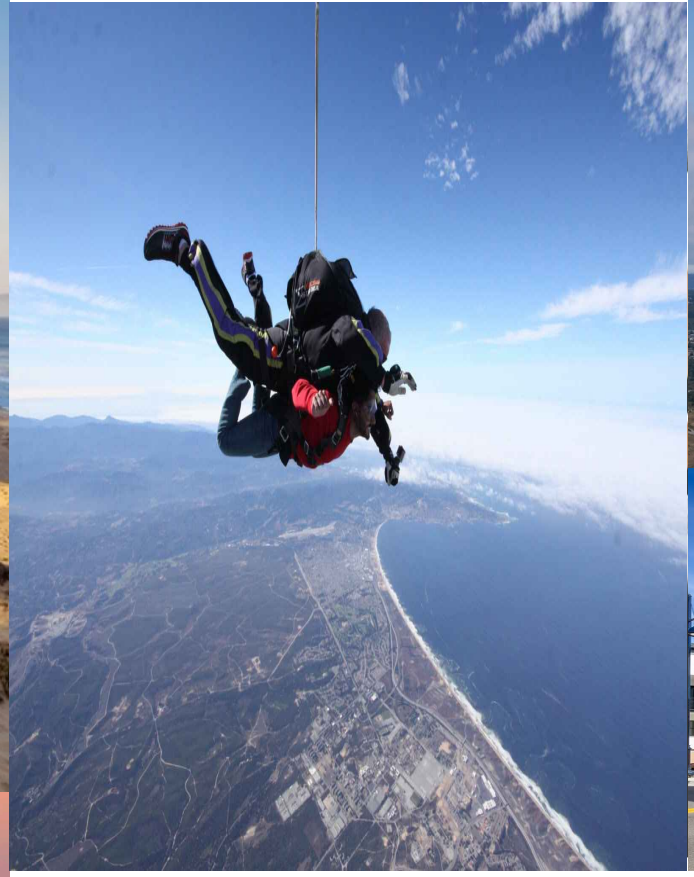
Marina's natural, eco-recreation, edu-tourism, agritourism, Blue Economy and cultural/historical assets and events create an opportunity to reposition itself as the "Gateway to the Monterey Bay" destination and a "Regeneration" destination with a distinctive competence and Unique Selling Proposition (USP).

Unique Elements of City of Marina USP: Cultural, Historical, Agricultural Asset and Event Proximity and Access

- **Access to Significant Cultural and Historical Assets**: Monterey's historical sites central to CA history, Monterey Symphony, 6-7 Ethnic festivals (e.g. Italian, Greek, Asian etc.), Steinbeck Center, Salinas Rodeo, Salinas Cinco De Mayo celebrations
- **Access to International and National Events**: Car Week and Concours D'Elegance; AT&T Pro-AM Golf Tournament; Monterey Jazz Festival; Bach Festival, California International Air Show; California Roots Music & Arts Festival; Big Sur International Marathon; Monterey County Fair; Monterey Wine Festival, Kuumbwa Jazz in Santa Cruz
- **Proximity to Prime Wine Growing Area and Vintners/Wineries**: River Road, Santa Lucia Wineries, Carmel Valley Wineries, Paso Roble Wineries (1.25 hours away) with storied wineries like Scheid, Bernardus, Folktale, Joyce, Pessagno, Hahn, Wrath and innumerable others in addition to easy access to Paso Robles Wine Region
- **Proximity to Agricultural Assets**: Positioning of the City of Monterey adjacent to the historic and world-renowned Salinas Valley that is the Vegetable and Berry Basket of the US and the world with stunning vistas, opportunities for vegetable and berry picking, agritourism to iconic growing areas (Castroville, Watsonville, Pajaro, Salinas, Chular, King City etc.) and companies (Taylor, T&A, Driscolls, Oceanmist, Foxy, Pezzini etc.)

Gateway access to significant cultural, historical, agricultural and educational assets and events creates a unique positioning not easily available to other MBR cities creating a unique "Gateway" brand.











Topic four

REBRANDING MARINA

Rebranding Marina: The USP

"Supernatural Marina – Gateway to Monterey Bay"

Key USP Elements:

- Natural, eco-recreation and wellness assets provide for a "Regeneration" destination based on a "relaxation vibe"
- Quieter, more spacious alternatives to Monterey and other MBR cities
- Eco-recreation paradise: Preserved open space and MBMS provides opportunities for hiking, cycling, kayaking and more
- Modern amenities contrasted against idyllic dunes and Fort Ord Forest Preserve backdrop and the Monterey Bay Marine Sanctuary
- Gateway to the Monterey Bay Region's and Central Coast's natural, historical, cultural, educational & other assets.

Marina's unique location in the MBR, its variegated ecotourism and ecorecreation assets, and proximity to some of the world's leading natural and event assets creates a unique opportunity to become the Costa Rica of the USA – a leading "supernatural" ecological destination in the Northern Hemisphere at very little incremental cost.









Topic five

THE PATHWAY FORWARD

The Pathway Forward: Strategic Recommendations

City of Marina

Vision

"Supernatural Marina – Gateway to Monterey Bay"

Phases

I. Build Strong Partnerships, Demand & Brand as Gateway

II. Invest in Sustainability Expansion

III. Create Strong Marketing to Drive Brand

IV. Deepen Marina Brand and Mystique

Strategic Initiatives

Launch & Stabilize

- **Learn from successful DMO models**
- **Create strong partnerships and alliances**
- **Initiate and support coordinated tourism efforts in launch market**
- **Develop coordinated tour packages**
- Use partnerships to grow asset and event-driven tourism
- **Build brand identity as Gateway Hub**

Grow

- **Invest in building walkable downtown and eco assets**
- Penetrate launch market, build strong program & destination identity
- **Expand visitor relationships and base to new segments**
- New product-markets leveraged from initial mkt.
- **Online and Mobile marketing**
- Market integrated tour itineraries
- **Market gastronomic, culture, adventure, agritourism & event experiences**
- **Drive and extend Gateway Brand + "Regeneration"**

Sustain

- **Invest in asset enhancement**
- Build and capture premium/specialty market segments
- **Blend and leverage existing Gateway assets to drive unique experiences**
- Fulfill promise of technology in DM
- **Capitalize on clear brand identity as Gateway & "Regeneration" Eco Destination**

Phased Business Plan

Launch/Stabilize
Years 1-2

Grow
Years 3-4

Sustain
Yea
rs 5-7

Focus on demand
- Learn from successful DMO models
- Develop coordinated tour packages
- Build brand identity as Gateway Hub (e.g. signage)

- Invest in building walkable downtown and eco assets
- Penetrate launch market, build strong program & destination identity
- Expand visitor relationships and base to new segments
- New product-markets leveraged from initial target market

- Build and capture premium/specialty market segments
- Capitalize on clear identity as Gateway and "Regeneration" Eco Destination

- Build strong partnerships and Cost Control
- Initiate and support coordinated tourism efforts in launch market
- Use partnerships to grow asset & event-driven tourism

Demand

- Online & mobile/virtual marketing
- Market integrated tour itineraries
- Market gastronomic, culture, adventure, agritourism & event experiences
- Drive Gateway Brand

and

Cost Control – Expand and Strengthen Partnerships and Alliances

Invest in asset enhancement

Supply

Blend and leverage existing Gateway assets to drive unique experiences

Supply

Fulfill promise of technology incorporation in DM

Development of Strong Brand Identity as Gateway & "Regenration" Eco Destination

SHORT TERM IMPLEMENTATION

Short Term Strategies
(1 – 2 Years)

Launch & Stabilization

- Build strong partnerships and Cost Control
- Initiate and support coordinated tourism efforts in launch market
- Use partnerships to grow asset & event-driven tourism
- Learn from successful DMO models
- Develop coordinated tour packages
- Build brand identity as Gateway Hub (e.g. signage)

- Enter Into and Strengthen Partnerships and Alliances
- Develop Coordinated Tour Packages and Brand Identity as Gateway Hub

Focus on Partnerships:

- Marina/Monterey **Chambers of Commerce**
- **Hotel companies** (Sanctuary Beach Resort, MPHG – Marriott/Home2 Suites, Monterey Beach Resort, IHG/Hilton properties)
- **Restaurant and food companies** (Folktale, Bernardus Lodge, NRA Chapter, Salt Wood, Cannery Row Company)
- **DMOs and Tourism/ Event companies** (PBC, Cannery Row Co., Adventures By The Sea, Monterey Bay Kayaks, See Monterey, See Santa Cruz, MCHA, Monterey Bay Aquarium, Monterey Classic Car Rental)
- **CSUMB/Marina Research Orgs./NPS/DLI**

Develop Coordinated Tour Packages with Partners:

- **Focus** on **SF Bay Area** and **Northern California** market segments
- **Develop and market** 1-Day, 2-Day and 3-Day Marina **Gateway Hub Eco-Tour packages**
- **Develop and market** 1-Day and 2-Day **Gastronomic Tour packages**
- **Develop and mar**ket 1-Day, 2-Day & 3-Day **Event and Gastronomic Combined Tour packages**
- **Develop and market** 1-Day and 2-Day **Edu-tourism Tour packages**

Build Brand Identity as Gateway Hub:

- **Advertise** and **promote Gateway tagline** in multi-media campaigns
- **Implement signboards on Highway 1**, Imjin Parkway re: **Marina as Gateway Hub for the Monterey Bay Region**

MID TERM IMPLEMENTATION

Mid - Term Strategies
(3– 4 Years)

Growth

- Invest in building walkable downtown and eco assets
- Penetrate launch market, build strong program & destination identity
- Expand visitor relationships and base to new segments
- New product-markets leveraged from initial target market
- Online and Mobile marketing
- Market integrated tour itineraries
- Market gastronomic, culture, adventure, agritourism & event experiences
- Drive & extend Gateway Brand

- Expand and Strengthen Partnerships and Alliances
- Development of Strong Brand Identity as Regenerative & Gateway Destination

Build Walkable Downtown and Invest in Eco-assets:

- **Create safer pathways**, improve signage and store-front facades, **walking corridors and maps**, create buffer zones, **traffic calming**, shade and shelter, public seating, human-scale lighting, **wayfinding and public art**, **pocket parks and plazas**, and more gathering spaces that connect downtown with beaches and local attractions
- **Communicate** investment in new parks and greenways; advertise **FORTAG Trail and Fort Ord events**; ; invest in **Equestrian Center**, **Fort Ord and Beach trails**; transform Fort Ord Dunes Park through City ownership; invest in/acquire **Marina Beach eco-recreation assets, activities and improvements**

Penetrate Launch Market & Diversify into New-Product Segments

- **Build** strong destination & program identity in launch market through **social media, virtual online tours, coordinated "experience" packages, USP mktg**.
- **Diversify** to **Southern California, West Coast & International** market segments
- **Use online, mobile and virtual "experience"** marketing strategies
- **Market** integrated 1-Day, 2-Day & 3-Day **gastronomic, culture, history, adventure, agritourism and event "experience" itineraries** with area partners

Expand and Strengthen Partnerships and Alliances

- Expand partners: **agricultural orgs/cos, arts/culture orgs, sustainability orgs,** national/state orgs(NOAA, National Park Service) & strengthen existing ones

Develop Strong Brand Identity as Gateway/Regenerative Destination

- **Make sustainability** and "**regeneration"** part of Marina's tourism brand
- **Develop** and **emphasize** eco-assets & eco-recreation and **Gateway Hub**

LONG TERM IMPLEMENTATION

Long - Term Strategies
(5– 7 Years)

Sustenance
- Invest in asset enhancement
- Build and capture premium/specialty market segments
- Blend and leverage existing Gateway assets to drive unique experiences
- Fulfill promise of technology incorporation in DM
- Capitalize on clear brand identity as Gateway and “Regeneration” Eco Destination

- Invest in asset enhancement and leverage assets to drive visitor experiences
- Build & capture premium/specialty segments through technology and clear brand identity

Invest in Asset Enhancement and Eco-Recreation Improvement to Drive “Experiences”:

- **Transition** from "hidden gem" to premier eco-destination by investing in a **multi-modal transit hub**, including expanded parking, bike-share stations, and clear wayfinding from the downtown core to the trailheads.
- **Use** the proposed **$3 million Coastal Access & Amenities Plan** (from the "For Marina, By Marina" initiative) to restore coastal dunes and improve public access points while converting and upgrading **Fort Ord Dunes State** as **Marina Dunes Park under City ownership** and explore water sports facilities in Marina for Monterey Bay.
- Invest in **Hang Gliding & Paragliding Hub**: Formalize Marina State Beach as a world-class destination for non-motorized flight by improving takeoff infrastructure and hosting regional competitions.
- **Regional Trail Linkage**: **Upgrade** the **Monterey Bay Coastline Bike Trail** segments through Marina to ensure seamless, eco-friendly travel for tourists coming from Monterey or Santa Cruz.
- **Cultural Districts**: **Support "Main Street" revitalization** through the Marina General Plan (Marina 2045) by incentivizing businesses that reflect the city’s diverse demographic—**particularly its culinary heritage**—as a post-hike destination for eco-tourists. Create and invest in Marina “Arts District” and “Murals” City.
- **Blend and leverage existing Gateway assets** to drive **unique experiences** in MBR through **coordinated “tour” packages, events packages, gastronomic packages, culture/history packages, agritourism, edu-tourism** etc.
- **Educational Ag-Tours: Position Marina** as the lodging base for **"Ag-Tours"** that take visitors from the city into the surrounding strawberry and artichoke fields, bridging the gap between coastal leisure and inland industry.

Build and Capture Premium/Specialty Market Segments

- **Marina positions** itself as the **"Adventure & Eco-Gateway" of the Monterey Bay**, specifically targeting **high-value "Seekers" and "Doers"** who **prioritize unique, active experiences** over traditional passive luxury.
- **Incentivize “nature-integrated" lodging,** such as the Sanctuary Beach Resort and the planned MPHG Luminaire Resort, which offer **high-end bungalows and a "private retreat" feel** to capture the **luxury segment** that wants to be *on* the ocean without the urban density of Cannery Row or Monterey and Carmel resorts.
- **Attract high-end restaurants, wineries and bars** including Michelin starred properties for premium gastronomy.

Capitalize on Clear Brand Identity as Gateway and “Regeneration” Eco Destination Thru Tech

From the **“Supernatural Marina – Gateway to Monterey Bay”** USP make the connection narrative: **"Marina: Where the Land Meets the Sea and the Future Meets Restoration.“ with AI technology.**

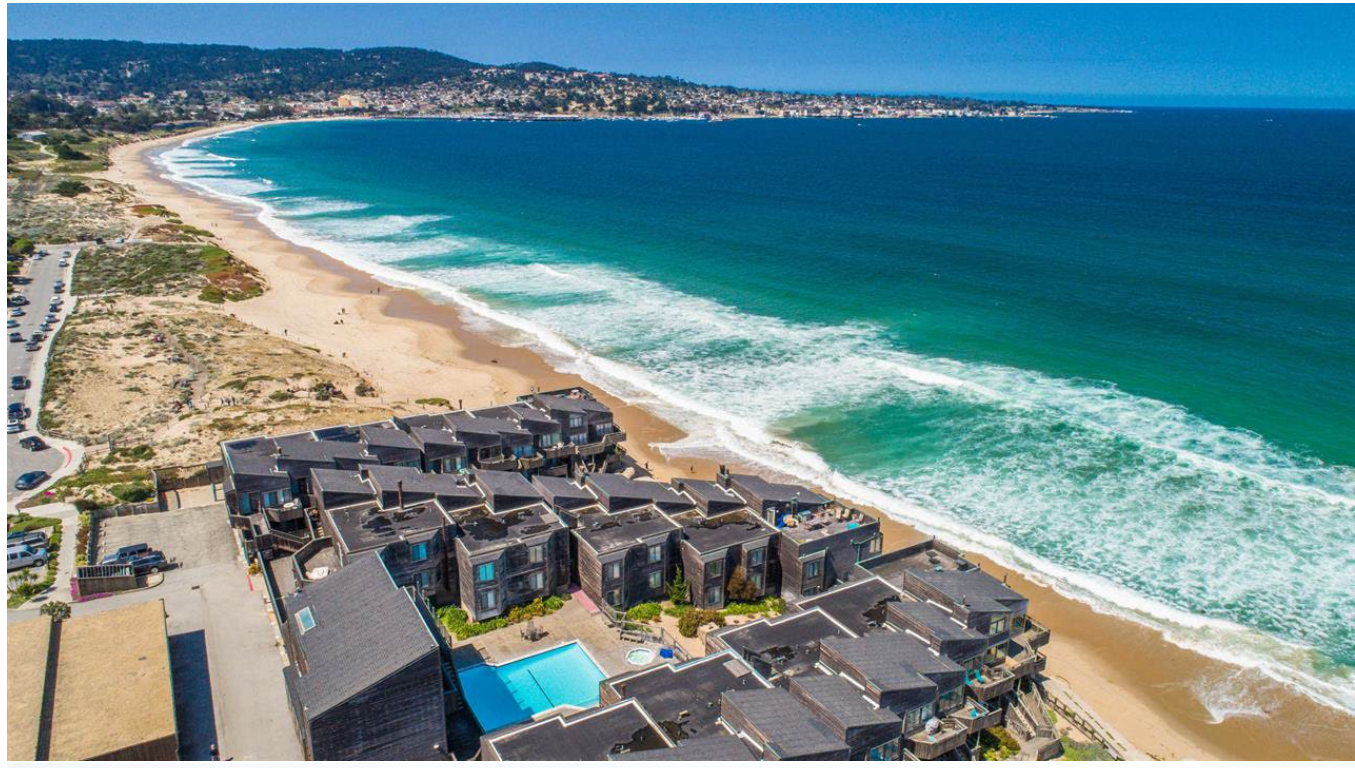
- **The "Regeneration" USP**: Unlike Monterey (preservation) or Salinas (production), **Marina’s story** is about **regeneration**. **Highlight** the **regeneration** from a **military base (Fort Ord) and industrial sand mines** to a thriving **National Monument and Marine Sanctuary** creates a unique brand of **"Regeneration Destination."**


The way to get started is to quit talking and begin doing.
Walt Disney

Thank you

SHTM Program, California State University, Monterey Bay

Contact: Dr. Shyam Kamath, skamath@csumb.edu







Accounts Payable by G/L Distribution Report

Payment Date Range 05/22/26 - 05/22/26

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 **6300.465 - Prof Svc Legal - Special Counsel**										
12204 - State Water Resources Control Board	05-13-26	AHO Expenses-MPWSP/Admin Record WC 2040	Paid by Check # 109345		05/13/2026	05/14/2026	05/14/2026		05/22/2026	160,381.50
Account **6300.465 - Prof Svc Legal - Special Counsel** Totals							Invoice Transactions 1			$160,381.50
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions 1			$160,381.50
Division **000 - Non-Div** Totals							Invoice Transactions 1			$160,381.50
Department **120 - City Mgr/HR/Risk** Totals							Invoice Transactions 1			$160,381.50
Department **125 - I. T.**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.332 - Prof Svc IT - GIS Support**										
10515 - Rincon Consultants, Inc.	74365	Marina On-Call GIS Support - 4/1/26 - 4/30/26	Paid by EFT # 7712		05/14/2026	05/14/2026	05/14/2026		05/22/2026	7,283.75
Account **6300.332 - Prof Svc IT - GIS Support** Totals							Invoice Transactions 1			$7,283.75
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions 1			$7,283.75
Division **000 - Non-Div** Totals							Invoice Transactions 1			$7,283.75
Department **125 - I. T.** Totals							Invoice Transactions 1			$7,283.75
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	May 2026 562-0	PG&E - 4758891562-0	Paid by Check # 109340		05/11/2026	05/15/2026	05/15/2026		05/22/2026	1,629.88
Account **6380.300 - Utilities Gas & Electric** Totals							Invoice Transactions 1			$1,629.88
Account **6400.565 - Material & Suppl Office Supplies**										
12248 - Blue Triton Brands Inc	06E8720339783	Water Cooler Rentals and Replacement Water	Paid by Check # 109316		05/13/2026	05/08/2026	05/08/2026		05/22/2026	178.95
10732 - Office Depot-General Account	467985116001	Office Supplies	Paid by Check # 109338		05/08/2026	05/08/2026	05/08/2026		05/22/2026	15.19
10732 - Office Depot-General Account	467985115001	Office Supplies for BMR	Paid by Check # 109338		05/08/2026	05/08/2026	05/08/2026		05/22/2026	226.09
Account **6400.565 - Material & Suppl Office Supplies** Totals							Invoice Transactions 3			$420.23
Account **6600.010 - Other Charges Alarm**										
10981 - Sentry Alarm Systems of America, Inc.	2315837	Alarm Monitoring - Sports Center June-Aug 2026	Paid by Check # 109343		05/15/2026	05/08/2026	05/08/2026		05/22/2026	285.00
Account **6600.010 - Other Charges Alarm** Totals							Invoice Transactions 1			$285.00

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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 **6600.452 - Other Charges Leased Copier**										
10592 - U.S. Bank Equipment Finance-USbancorp	581869008	City Hall Copier Lease Payment - June 2026	Paid by Check # 109346		05/09/2026	05/08/2026	05/08/2026		05/22/2026	860.72
Account **6600.452 - Other Charges Leased Copier** Totals								Invoice Transactions	1	$860.72
Account **6600.460 - Other Charges Legal Notices & Pub**										
10270 - Monterey County Herald	0006960342	Master Fee Schedule Public Hearing Notice - April 10th and 16th	Paid by Check # 109337		04/30/2026	05/08/2026	05/08/2026		05/22/2026	749.24
Account **6600.460 - Other Charges Legal Notices & Pub** Totals								Invoice Transactions	1	$749.24
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	7	$3,945.07
Division **000 - Non-Div** Totals								Invoice Transactions	7	$3,945.07
Department **190 - Citywide Non-Dept** Totals								Invoice Transactions	7	$3,945.07
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10037 - El Rancho Wash & Dry / Andon Laundrymat Service	8822	WASH & DRY ANIMAL TOWELS AND BEDDING	Paid by Check # 109325		04/01/2026	04/22/2026	04/22/2026		05/22/2026	20.50
10326 - Language Line Services, Inc/LanguageLine Solutions	11852925	TRANSLATION SERVICES ACCT # 9020101064	Paid by Check # 109332		02/28/2026	03/28/2026	04/22/2026		05/22/2026	78.02
11899 - Robert Half International, Inc	66153374	Admin Temp - JoAnn Wilson	Paid by Check # 109342		04/27/2026	04/29/2026	04/29/2026		05/22/2026	2,070.88
11899 - Robert Half International, Inc	65984879	Temp Position Admin Asst. - JoAnn Wilson	Paid by Check # 109342		03/09/2026	05/14/2026	05/14/2026		05/22/2026	1,980.58
Account **6300.570 - Prof Svc Other** Totals								Invoice Transactions	4	$4,149.98
Account **6360.342 - Maint & Repairs IT - System Annual Maint**										
11131 - Online Solutions LLC - Citizenserve	6598	ANNUAL BILLING FOR 7 USERS 8/1/26 - 7/31/27	Paid by Check # 109339		05/01/2026	05/11/2026	05/11/2026		05/22/2026	10,500.00
Account **6360.342 - Maint & Repairs IT - System Annual Maint** Totals								Invoice Transactions	1	$10,500.00
Account **6380.150 - Utilities Comm Phone System**										
10053 - AT & T	APR 2026 0676	ACCT # 325820676	Paid by Check # 109314		04/13/2026	05/05/2026	04/22/2026		05/22/2026	236.72
10057 - Avaya, Inc.	2222082181	MONTHLY HARDWARE SVCS ACCT # 100828859	Paid by EFT # 7707		04/03/2026	04/22/2026	04/22/2026		05/22/2026	2.19

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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 **6380.150 - Utilities Comm Phone System**										
10057 - Avaya, Inc.	2222085284	MONTHLY HARDWARE SVC ACCT # 100828859	Paid by EFT # 7707		04/28/2026	04/28/2026	04/22/2026		05/22/2026	10.30
Account **6380.150 - Utilities Comm Phone System** Totals								Invoice Transactions	3	$249.21
Account **6400.635 - Material & Suppl Postage Shipping**										
10235 - FedEx	9-717-63384	ACCT # 3995-9218-6	Paid by Check # 109327		04/17/2026	04/22/2026	04/22/2026		05/22/2026	11.93
Account **6400.635 - Material & Suppl Postage Shipping** Totals								Invoice Transactions	1	$11.93
Account **6400.720 - Material & Suppl Safety Equip**										
10330 - LC ACTION POLICE SUPPLY LTD/LC ACTION POLICE SUPPL	487363	G6 GLOCK SUPPLIES	Paid by Check # 109333		04/23/2026	05/23/2026	04/22/2026		05/22/2026	611.72
Account **6400.720 - Material & Suppl Safety Equip** Totals								Invoice Transactions	1	$611.72
Account **6500.620 - Training & Travel POST**										
11824 - Gabriel Rose - Employee	05-11-26	Public Safety Career Fair - Per diem	Paid by Check # 109348		05/11/2026	05/11/2026	05/05/2026		05/22/2026	18.00
11840 - Nicholas Beavers - Employee	05-11-26	Public Safety Career Fair - Per diem	Paid by Check # 109349		05/11/2026	05/11/2026	05/05/2026		05/22/2026	18.00
Account **6500.620 - Training & Travel POST** Totals								Invoice Transactions	2	$36.00
Account **6600.465 - Other Charges Live Scan**										
10193 - California Department of Justice	035227	LIVE SCANS	Paid by Check # 109318		04/08/2026	04/22/2026	04/22/2026		05/22/2026	258.00
Account **6600.465 - Other Charges Live Scan** Totals								Invoice Transactions	1	$258.00
Account **6600.850 - Other Charges K9 / Animal Supplies & Vet Svc**										
10899 - Monterey County Animal Services	MAR 2026 5750	3rd Qt FY 2025-26	Paid by Check # 109336		03/31/2026	04/22/2026	04/22/2026		05/22/2026	6,513.00
Account **6600.850 - Other Charges K9 / Animal Supplies & Vet Svc** Totals								Invoice Transactions	1	$6,513.00
Account **6700.110 - Capital Outlay Equipment**										
12427 - CAMRISE LLC	8303033	DJI AVATA 2 FLY MORE COMBO DRONE BATTERIES 1 YR CARE PLAN	Paid by Check # 109319		03/30/2026	04/22/2026	04/22/2026		05/22/2026	5,995.00
Account **6700.110 - Capital Outlay Equipment** Totals								Invoice Transactions	1	$5,995.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	15	$28,324.84
Division **000 - Non-Div** Totals								Invoice Transactions	15	$28,324.84
Department **210 - Police** Totals								Invoice Transactions	15	$28,324.84

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Payment Date Range 05/22/26 - 05/22/26

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 **6360.570 - Maint & Repairs Other Svc Agr**										
10623 - Xerox Financial Services	42035303	FD Monthly Copier Charges 05/03/26-06/02/26	Paid by Check # 109347		05/14/2026	05/14/2026	05/14/2026		05/22/2026	257.13
Account **6360.570 - Maint & Repairs Other Svc Agr** Totals								Invoice Transactions	1	$257.13
Account **6400.739 - Material & Suppl Special Dept Exp-Fire Prevent**										
12130 - The Beistle Company/FIRE SMART PROMOTIONS	120552	Kids Fire Hats	Paid by Check # 109350		01/13/2026	03/17/2026	03/17/2026		05/22/2026	268.76
Account **6400.739 - Material & Suppl Special Dept Exp-Fire Prevent** Totals								Invoice Transactions	1	$268.76
Account **6400.740 - Material & Suppl Special Dept Suppl**										
11393 - Carmel Roasters, Inc./Carmel Valley Coffee Roastin	75067	Coffee Filters	Paid by Check # 109320		05/18/2026	05/18/2026	05/18/2026		05/22/2026	30.59
11976 - Kaye F Foster / Elite Backgrounds	841	Background Investigation Report - Kristan Maurer	Paid by Check # 109329		05/12/2026	05/18/2026	05/18/2026		05/22/2026	1,400.00
Account **6400.740 - Material & Suppl Special Dept Suppl** Totals								Invoice Transactions	2	$1,430.59
Account **6500.700 - Training & Travel Training & Travel**										
12457 - Richard Harlan / Hazardous Materials Institute LLC	1336	Fire Inspector 2A, 2B, 2C	Paid by Check # 109351		05/20/2026	05/20/2026	05/20/2026		05/22/2026	1,500.00
Account **6500.700 - Training & Travel Training & Travel** Totals								Invoice Transactions	1	$1,500.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	5	$3,456.48
Division **000 - Non-Div** Totals								Invoice Transactions	5	$3,456.48
Department **250 - Fire** Totals								Invoice Transactions	5	$3,456.48
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
12445 - Peninsula Ready Mix, Inc.	2078	Cement Mix	Paid by Check # 109341		05/05/2026	05/13/2026	04/13/2026		05/22/2026	612.75
Account **6300.570 - Prof Svc Other** Totals								Invoice Transactions	1	$612.75
Account **6360.065 - Maint & Repairs Bdg NonFlagship**										
10250 - Gavilan Pest Control	0177546	Pest Control - 120 Seaside Crcl. Pond Restrooms	Paid by Check # 109328		04/13/2026	04/24/2026	04/24/2026		05/22/2026	80.00
10250 - Gavilan Pest Control	0177346	Pest Control - 2660 5th Ave	Paid by Check # 109328		04/08/2026	04/24/2026	04/24/2026		05/22/2026	105.00
10250 - Gavilan Pest Control	0176685	Pest Control - 2660 5th Ave	Paid by Check # 109328		03/13/2026	04/24/2026	04/24/2026		05/22/2026	105.00
10250 - Gavilan Pest Control	0176938	Pest Control - Preston Park	Paid by Check # 109328		03/17/2026	04/24/2026	04/24/2026		05/22/2026	180.00

Accounts Payable by G/L Distribution Report

Payment Date Range 05/22/26 - 05/22/26

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 **6360.065 - Maint & Repairs Bdg NonFlagship**										
10250 - Gavilan Pest Control	0176937	Preston Park	Paid by Check # 109328		03/31/2026	04/24/2026	04/24/2026		05/22/2026	180.00
10250 - Gavilan Pest Control	0176780	Hilltop Park 4th Ave & 9th St	Paid by Check # 109328		03/31/2026	04/24/2026	04/24/2026		05/22/2026	110.00
10250 - Gavilan Pest Control	0176851	Locke Paddon Park	Paid by Check # 109328		03/31/2026	04/24/2026	04/24/2026		05/22/2026	450.00
10250 - Gavilan Pest Control	0176878	Marina Library	Paid by Check # 109328		03/31/2026	04/24/2026	04/24/2026		05/22/2026	300.00
10250 - Gavilan Pest Control	0177065	Windyhill Park	Paid by Check # 109328		03/31/2026	04/24/2026	04/24/2026		05/22/2026	125.00
				Account **6360.065 - Maint & Repairs Bdg NonFlagship** Totals				Invoice Transactions	9	$1,635.00
Account **6360.440 - Maint & Repairs Landscape General**										
10250 - Gavilan Pest Control	0177545	Pest Control - 211 Hillcrest Ave. CTC/2	Paid by Check # 109328		04/06/2026	04/24/2026	04/24/2026		05/22/2026	82.00
10250 - Gavilan Pest Control	0178256	211 Hillcrest Avenue	Paid by Check # 109328		05/06/2026	05/31/2026	04/27/2026		05/22/2026	82.00
				Account **6360.440 - Maint & Repairs Landscape General** Totals				Invoice Transactions	2	$164.00
Account **6400.742 - Material & Suppl Sprinklers/Plants/Fertilizer**										
10728 - Ace Hardware-Public Works	094044	Grounds	Paid by Check # 109313		04/22/2026	05/07/2026	05/07/2026		05/22/2026	18.56
10728 - Ace Hardware-Public Works	094048	Grounds	Paid by Check # 109313		04/22/2026	05/07/2026	05/07/2026		05/22/2026	45.34
10728 - Ace Hardware-Public Works	094090	Grounds	Paid by Check # 109313		04/27/2026	05/07/2026	05/07/2026		05/22/2026	54.60
				Account **6400.742 - Material & Suppl Sprinklers/Plants/Fertilizer** Totals				Invoice Transactions	3	$118.50
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	15	$2,530.25
				Division **311 - Buildings & Grounds** Totals				Invoice Transactions	15	$2,530.25
				Department **310 - Public Works** Totals				Invoice Transactions	15	$2,530.25
Department **410 - Planning**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.610 - Prof Svc Planning - Consultant**										
12447 - Deckard Technologies, Inc.	INV-0889	Outreach, Registration, & Monitoring - City of Marina	Paid by Check # 109323		05/13/2026	05/14/2026	05/14/2026		05/22/2026	11,000.00

Accounts Payable by G/L Distribution Report

Payment Date Range 05/22/26 - 05/22/26

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 **410 - Planning**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.610 - Prof Svc Planning - Consultant**										
11084 - EMC Planning Group	25-114-1	25-114 Reservation Road Downtown Core Plan	Paid by Check # 109326		04/30/2026	05/14/2026	05/14/2026		05/22/2026	20,403.07
Account **6300.610 - Prof Svc Planning - Consultant** Totals								Invoice Transactions	2	$31,403.07
Account **6330.100 - Fee Agr Costs - Planning**										
10508 - Regional Government Services	20597	Harvey Gas Station Planning Svcs November 2025	Paid by EFT # 7711		11/30/2025	05/18/2026	05/18/2026		05/22/2026	1,050.50
Account **6330.100 - Fee Agr Costs - Planning** Totals								Invoice Transactions	1	$1,050.50
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	3	$32,453.57
Division **000 - Non-Div** Totals								Invoice Transactions	3	$32,453.57
Department **410 - Planning** Totals								Invoice Transactions	3	$32,453.57
Department **430 - Building Inspection**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.070 - Prof Svc Building Plan Check & Inspection**										
10171 - CSG Consultants	65969	Professional Services from March 28, 2026 to April 24, 2026	Paid by EFT # 7708		05/08/2026	05/11/2026	05/11/2026		05/22/2026	12,688.00
Account **6300.070 - Prof Svc Building Plan Check & Inspection** Totals								Invoice Transactions	1	$12,688.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$12,688.00
Division **000 - Non-Div** Totals								Invoice Transactions	1	$12,688.00
Department **430 - Building Inspection** Totals								Invoice Transactions	1	$12,688.00
Department **510 - Recreation & Culture**										
Division **100 - Admin**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.150 - Utilities Comm Phone System**										
10053 - AT & T	May 2026 520 5	AT&T 831-582-9957 520 5	Paid by Check # 109314		05/13/2026	05/15/2026	05/15/2026		05/22/2026	664.14
Account **6380.150 - Utilities Comm Phone System** Totals								Invoice Transactions	1	$664.14

Accounts Payable by G/L Distribution Report

Payment Date Range 05/22/26 - 05/22/26

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 **6400.652 - Material & Suppl Recr Special Progr / Events**										
12296 - Chilling + Grillin / Derek Brown	07-04-25	4th of July event	Paid by Check # 109321		07/11/2025	08/11/2025	06/30/2025		05/22/2026	170.00
Account **6400.652 - Material & Suppl Recr Special Progr / Events** Totals								Invoice Transactions	1	$170.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	2	$834.14
Division **100 - Admin** Totals								Invoice Transactions	2	$834.14
Department **510 - Recreation & Culture** Totals								Invoice Transactions	2	$834.14
Fund **100 - General Fund** Totals								Invoice Transactions	50	$251,897.60

Accounts Payable by G/L Distribution Report

Payment Date Range 05/22/26 - 05/22/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **220 - Gas Tax**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	May 2026 202-3	PG&E - 6594070202-3	Paid by Check # 109340		05/10/2026	05/15/2026	05/15/2026		05/22/2026	145.35
10463 - Pacific Gas & Electric	May 2026 353-7	PG&E - 9930567353-7	Paid by Check # 109340		05/08/2026	05/15/2026	05/15/2026		05/22/2026	81.82
10463 - Pacific Gas & Electric	May 2026 582-7	PG&E - 8161432582-7	Paid by Check # 109340		05/08/2026	05/15/2026	05/15/2026		05/22/2026	191.20
10463 - Pacific Gas & Electric	May 2026 720-0	PG&E - 0167505720-0	Paid by Check # 109340		05/10/2026	05/15/2026	05/15/2026		05/22/2026	1,279.78
10463 - Pacific Gas & Electric	May 2026 943-2	PG&E - 6150212943-2	Paid by Check # 109340		05/08/2026	05/15/2026	05/15/2026		05/22/2026	103.10
10463 - Pacific Gas & Electric	May 2026 535-3	PG&E - 6161832535-3	Paid by Check # 109340		05/13/2026	05/15/2026	05/15/2026		05/22/2026	318.43
10463 - Pacific Gas & Electric	May 2026 827-8	PG&E - 0423929827-8	Paid by Check # 109340		05/13/2026	05/15/2026	05/15/2026		05/22/2026	189.67
			Account **6380.300 - Utilities Gas & Electric** Totals				Invoice Transactions	7		$2,309.35
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	Apr 2026 56-049	Imjin Rd Irrigation Backflow 56-049	Paid by Check # 109334		04/27/2026	05/13/2026	05/13/2026		05/22/2026	245.45
			Account **6380.500 - Utilities Water & Sewer** Totals				Invoice Transactions	1		$245.45
			Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	8		$2,554.80
			Division **000 - Non-Div** Totals				Invoice Transactions	8		$2,554.80
			Department **000 - Non-Dept** Totals				Invoice Transactions	8		$2,554.80
			Fund **220 - Gas Tax** Totals				Invoice Transactions	8		$2,554.80

Accounts Payable by G/L Distribution Report

Payment Date Range 05/22/26 - 05/22/26

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.	70683	Imjin Parkway Improvement Plan	Paid by EFT # 7709		01/16/2026	05/13/2026	05/13/2026		05/22/2026	93,064.45
10316 - Kimley-Horn & Associates, Inc.	35528942	2021 DEV. IMPACT FEE	Paid by Check # 109330		03/31/2026	05/08/2026	05/08/2026		05/22/2026	29,399.00
11084 - EMC Planning Group	24-074-17	24-074 Fort Ord Dunes State Park Improvements - April 2026	Paid by Check # 109326		04/30/2026	05/08/2026	05/08/2026		05/22/2026	3,131.39
12199 - BEK COLLECTIVE INC / BEK COLLECTIVE	030-010-001	Imjin Medians Apr1-April30	Paid by Check # 109315		05/11/2026	05/11/2026	05/11/2026		05/22/2026	5,480.00
12199 - BEK COLLECTIVE INC / BEK COLLECTIVE	030-003-012	Marina Gateway Signs Mar1-Mar31	Paid by Check # 109315		04/13/2026	05/11/2026	05/11/2026		05/22/2026	2,152.50
12199 - BEK COLLECTIVE INC / BEK COLLECTIVE	030-008-007	Imjin Parkway Artwork Mar1-Apr20	Paid by Check # 109315		05/11/2026	05/11/2026	05/11/2026		05/22/2026	656.25
12199 - BEK COLLECTIVE INC / BEK COLLECTIVE	030-003-013	Marina Gateway Signs Apr1-Apr30	Paid by Check # 109315		05/11/2026	05/11/2026	05/11/2026		05/22/2026	4,830.00
12199 - BEK COLLECTIVE INC / BEK COLLECTIVE	030-009-004	Sea Haven City Park Feb1-Mar31	Paid by Check # 109315		04/13/2026	05/11/2026	05/11/2026		05/22/2026	3,084.50
12171 - Butano Geotechnical Engineering, Inc	9563	Glorya Jean Tate Park (Phase 2)	Paid by Check # 109317		05/11/2026	05/11/2026	05/11/2026		05/22/2026	806.25
10316 - Kimley-Horn & Associates, Inc.	35580695	IMJIN PKWY PS&E	Paid by Check # 109330		04/30/2026	05/11/2026	05/11/2026		05/22/2026	6,933.50
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	10		$149,537.84
Account **6700.105 - Capital Outlay Construction**										
10831 - Kompan, Inc.	INV137243	Glorya Jean Tate park	Paid by EFT # 7710		03/25/2026	05/08/2026	05/08/2026		05/22/2026	168,814.05
				Account **6700.105 - Capital Outlay Construction** Totals			Invoice Transactions	1		$168,814.05
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	11		$318,351.89
				Division **000 - Non-Div** Totals			Invoice Transactions	11		$318,351.89
				Department **000 - Non-Dept** Totals			Invoice Transactions	11		$318,351.89
				Fund **462 - City Capital Projects** Totals			Invoice Transactions	11		$318,351.89

Accounts Payable by G/L Distribution Report

Payment Date Range 05/22/26 - 05/22/26

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 **6380.500 - Utilities Water & Sewer**										
10463 - Pacific Gas & Electric	May 2026 767-2	751 Neeson Rd Bldg 526 (2652040767-2)	Paid by Check # 109340		05/10/2026	05/14/2026	05/14/2026		05/22/2026	103.44
10463 - Pacific Gas & Electric	May 2026 347-0	3263 Imjin Rd Bldg 519 (625896347-0)	Paid by Check # 109340		05/08/2026	05/14/2026	05/14/2026		05/22/2026	870.84
10463 - Pacific Gas & Electric	May 2026 288-5	781 Neeson Rd Bldg 520 (7175660288-5)	Paid by Check # 109340		05/10/2026	05/14/2026	05/14/2026		05/22/2026	645.50
10463 - Pacific Gas & Electric	May 2026 608-2	3260 Imjin Rd Bldg 514 (7383993608-2)	Paid by Check # 109340		05/10/2026	05/14/2026	05/14/2026		05/22/2026	1,133.94
10463 - Pacific Gas & Electric	May 2026 103-6	3200 Imjin Rd Bldg 507 (8030427103-6)	Paid by Check # 109340		05/08/2026	05/14/2026	05/14/2026		05/22/2026	3,943.97
10463 - Pacific Gas & Electric	Mar 2026 451-7	3271 Imjin Rd Bldg 554 (8600650451-7)	Paid by Check # 109340		03/11/2026	05/14/2026	05/14/2026		05/22/2026	458.64
10463 - Pacific Gas & Electric	Apr 2026 451-7	3271 Imjin Rd Bldg 554 (8600650451-7)	Paid by Check # 109340		04/09/2026	05/14/2026	05/14/2026		05/22/2026	486.76
10463 - Pacific Gas & Electric	May 2026 451-7	3271 Imjin Rd Bldg 554 (8600650451-7)	Paid by Check # 109340		05/08/2026	05/14/2026	05/14/2026		05/22/2026	425.49
			Account **6380.500 - Utilities Water & Sewer** Totals				Invoice Transactions	8		$8,068.58
			Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	8		$8,068.58
			Division **000 - Non-Div** Totals				Invoice Transactions	8		$8,068.58
			Department **000 - Non-Dept** Totals				Invoice Transactions	8		$8,068.58
			Fund **555 - Marina Airport** Totals				Invoice Transactions	8		$8,068.58
			Grand Totals				Invoice Transactions	77		$580,872.87

Accounts Payable by G/L Distribution Report

Payment Date Range 05/29/26 - 05/29/26

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 **6300.570 - Prof Svc Other**										
11618 - Tripepi, Smith & Associates, Inc.	16944	Ballot Measure Outreach - March 2026	Paid by Check # 109381		03/31/2026	05/22/2026	05/22/2026		05/29/2026	3,836.25
11618 - Tripepi, Smith & Associates, Inc.	17122	General Account Support - April 2026	Paid by Check # 109381		04/30/2026	05/22/2026	05/22/2026		05/29/2026	9,640.00
11618 - Tripepi, Smith & Associates, Inc.	17137	Ballot Measure Outreach - April 2026	Paid by Check # 109381		04/30/2026	05/22/2026	05/22/2026		05/29/2026	10,266.25
11618 - Tripepi, Smith & Associates, Inc.	16930	General Account Support - March 2026	Paid by Check # 109381		03/31/2026	05/22/2026	05/22/2026		05/29/2026	22,871.43
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	4	$46,613.93
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	6143219482	Monthly Verizon Bill-308174766	Paid by EFT # 7738		05/10/2026	05/22/2026	05/22/2026		05/29/2026	214.27
				Account **6380.120 - Utilities Comm Mobile & Pager** Totals				Invoice Transactions	1	$214.27
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	5	$46,828.20
				Division **000 - Non-Div** Totals				Invoice Transactions	5	$46,828.20
				Department **120 - City Mgr/HR/Risk** Totals				Invoice Transactions	5	$46,828.20
Department **130 - Finance**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	6143219482	Monthly Verizon Bill-308174766	Paid by EFT # 7738		05/10/2026	05/22/2026	05/22/2026		05/29/2026	102.90
				Account **6380.120 - Utilities Comm Mobile & Pager** Totals				Invoice Transactions	1	$102.90
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	1	$102.90
				Division **000 - Non-Div** Totals				Invoice Transactions	1	$102.90
				Department **130 - Finance** Totals				Invoice Transactions	1	$102.90
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10315 - Keyser Marston Associates	0040482	Professional Services - UUT Revenue Estimate - Jan 2026	Paid by EFT # 7727		02/09/2026	05/21/2026	05/21/2026		05/29/2026	2,655.00
10315 - Keyser Marston Associates	0040568	Professional Services - UUT Revenue Estimate - Feb. 2026	Paid by EFT # 7727		03/09/2026	05/21/2026	05/21/2026		05/29/2026	2,360.00
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	2	$5,015.00

Accounts Payable by G/L Distribution Report

Payment Date Range 05/29/26 - 05/29/26

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 **6360.570 - Maint & Repairs Other Svc Agr**										
10129 - Cintas Corporation	4270173782	Mat Service City Hall	Paid by Check # 109360		05/22/2026	05/28/2026	05/28/2026		05/29/2026	73.73
Account **6360.570 - Maint & Repairs Other Svc Agr** Totals								Invoice Transactions	1	$73.73
Account **6380.150 - Utilities Comm Phone System**										
10758 - AT & T CALNET3	000025260287	CALNET3-9391023491 (884-9654)	Paid by Check # 109354		05/15/2026	05/22/2026	05/22/2026		05/29/2026	93.38
10758 - AT & T CALNET3	000025260286	CALNET3-9391023490 (884-9568)	Paid by Check # 109354		05/15/2026	05/22/2026	05/22/2026		05/29/2026	61.63
10758 - AT & T CALNET3	000025260281	CALNET3-9391023485 (884-2573)	Paid by Check # 109354		05/15/2026	05/22/2026	05/22/2026		05/29/2026	33.61
10758 - AT & T CALNET3	000025260279	CALNET3-9391023482 (884-0985)	Paid by Check # 109354		05/15/2026	05/22/2026	05/22/2026		05/29/2026	32.38
Account **6380.150 - Utilities Comm Phone System** Totals								Invoice Transactions	4	$221.00
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	May 2026 683-2	PG&E 6217294683-2	Paid by Check # 109372		05/18/2026	05/22/2026	05/22/2026		05/29/2026	202.18
10463 - Pacific Gas & Electric	May 2026 795-7	PG&E - 4467294795-7	Paid by Check # 109372		05/20/2026	05/28/2026	05/28/2026		05/29/2026	588.70
10463 - Pacific Gas & Electric	May 2026 172-2	PG&E - 5618207172-2	Paid by Check # 109372		05/19/2026	05/28/2026	05/28/2026		05/29/2026	697.88
Account **6380.300 - Utilities Gas & Electric** Totals								Invoice Transactions	3	$1,488.76
Account **6600.010 - Other Charges Alarm**										
10239 - First Alarm	955791	Alarm Monitoring - 3200 Del Monte Blvd June-Aug 2026	Paid by EFT # 7725		05/15/2026	05/21/2026	05/21/2026		05/29/2026	182.58
10239 - First Alarm	953329	Alarm Monitoring - 211 Hillcrest Ave June-Aug 2026	Paid by EFT # 7725		05/15/2026	05/21/2026	05/21/2026		05/29/2026	113.67
Account **6600.010 - Other Charges Alarm** Totals								Invoice Transactions	2	$296.25
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	12	$7,094.74
Division **000 - Non-Div** Totals								Invoice Transactions	12	$7,094.74
Department **190 - Citywide Non-Dept** Totals								Invoice Transactions	12	$7,094.74
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10107 - California Towing & Transport	214868	TOWING SERVICE CALL #275340242	Paid by Check # 109358		05/05/2026	06/04/2026	05/11/2026		05/29/2026	150.00

Accounts Payable by G/L Distribution Report

Payment Date Range 05/29/26 - 05/29/26

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**										
12441 - Randolph B. Means / Randy Means & Associates, LLC	1817	Policy Manual Review - Risk Review	Paid by Check # 109373		04/20/2026	05/20/2026	05/11/2026		05/29/2026	9,950.00
Account **6300.570 - Prof Svc Other** Totals								Invoice Transactions	2	$10,100.00
Account **6360.050 - Maint & Repairs Building**										
10239 - First Alarm	955794	MONITORING SERVICE & DAILY TIMER TEST	Paid by EFT # 7725		05/15/2026	06/01/2026	05/11/2026		05/29/2026	218.82
Account **6360.050 - Maint & Repairs Building** Totals								Invoice Transactions	1	$218.82
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	229084	Janitorial Service Police/Fire/Airport May 2026	Paid by EFT # 7723		05/26/2026	05/26/2026	05/26/2026		05/29/2026	1,308.00
Account **6360.360 - Maint & Repairs Janitorial** Totals								Invoice Transactions	1	$1,308.00
Account **6400.720 - Material & Suppl Safety Equip**										
12444 - Daren C. Schofield/Pipe Down Law Enforcement Train	148	PIPE DOWN ALL IN ONE ENFORCEMENT KIT	Paid by Check # 109361		04/13/2026	05/11/2026	05/11/2026		05/29/2026	1,737.08
Account **6400.720 - Material & Suppl Safety Equip** Totals								Invoice Transactions	1	$1,737.08
Account **6500.620 - Training & Travel POST**										
12444 - Daren C. Schofield/Pipe Down Law Enforcement Train	149	EXHAUST ENFORCEMENT TRAINING	Paid by Check # 109361		04/13/2026	05/11/2026	05/11/2026		05/29/2026	1,050.00
Account **6500.620 - Training & Travel POST** Totals								Invoice Transactions	1	$1,050.00
Account **6600.455 - Other Charges Leased Parking**										
12070 - Open Road Investors, LLC	1126	Monthly Parking Lot Rent	Paid by Check # 109371		05/21/2026	05/21/2026	05/21/2026		05/29/2026	1,600.00
Account **6600.455 - Other Charges Leased Parking** Totals								Invoice Transactions	1	$1,600.00
Account **6600.465 - Other Charges Live Scan**										
10193 - California Department of Justice	042251	LIVE SCANS	Paid by Check # 109356		05/05/2026	05/11/2026	05/11/2026		05/29/2026	241.00
Account **6600.465 - Other Charges Live Scan** Totals								Invoice Transactions	1	$241.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	8	$16,254.90
Division **000 - Non-Div** Totals								Invoice Transactions	8	$16,254.90
Department **210 - Police** Totals								Invoice Transactions	8	$16,254.90

Accounts Payable by G/L Distribution Report

Payment Date Range 05/29/26 - 05/29/26

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 **6300.570 - Prof Svc Other**										
10841 - Art Black / Carmel Fire Protection	126213	Residential Fire Sprinkler Inspection for 205 Mollusk Circle	Paid by EFT # 7721		05/20/2026	05/26/2026	05/26/2026		05/29/2026	230.00
10841 - Art Black / Carmel Fire Protection	126214	Residential Fire Sprinkler Inspection for 206 Horizon Drive	Paid by EFT # 7721		05/20/2026	05/26/2026	05/26/2026		05/29/2026	230.00
10841 - Art Black / Carmel Fire Protection	126215	Residential Fire Sprinkler Inspection for 208 Horizon Drive	Paid by EFT # 7721		05/20/2026	05/26/2026	05/26/2026		05/29/2026	230.00
10841 - Art Black / Carmel Fire Protection	126216	Residential Fire Sprinkler Inspection for 210 Horizon Drive	Paid by EFT # 7721		05/20/2026	05/26/2026	05/26/2026		05/29/2026	230.00
10841 - Art Black / Carmel Fire Protection	126218	Residential Fire Sprinkler Inspection for 2305 Mollusk Drive	Paid by EFT # 7721		05/20/2026	05/26/2026	05/26/2026		05/29/2026	230.00
10841 - Art Black / Carmel Fire Protection	126219	Residential Fire Sprinkler Inspection for 2303 Mollusk Circle	Paid by EFT # 7721		05/20/2026	05/26/2026	05/26/2026		05/29/2026	230.00
10841 - Art Black / Carmel Fire Protection	126220	Residential Fire Sprinkler Inspection for 2301 Mollusk Circle	Paid by EFT # 7721		05/20/2026	05/26/2026	05/26/2026		05/29/2026	230.00
10841 - Art Black / Carmel Fire Protection	126212	Residential Fire Sprinkler Inspection for 207 Mollusk Circle	Paid by EFT # 7721		05/20/2026	05/26/2026	05/26/2026		05/29/2026	230.00
10841 - Art Black / Carmel Fire Protection	126211	Residential Fire Sprinkler Inspection for 209 Mollusk Circle	Paid by EFT # 7721		05/20/2026	05/26/2026	05/26/2026		05/29/2026	230.00
10841 - Art Black / Carmel Fire Protection	126210	Residential Fire Sprinkler Inspection for 211 Mollusk Circle	Paid by EFT # 7721		05/20/2026	05/26/2026	05/26/2026		05/29/2026	230.00
10841 - Art Black / Carmel Fire Protection	126209	Residential Fire Sprinkler Inspection for 204 Horizon Drive	Paid by EFT # 7721		05/20/2026	05/26/2026	05/26/2026		05/29/2026	230.00
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	11		$2,530.00
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	229084	Janitorial Service Police/Fire/Airport May 2026	Paid by EFT # 7723		05/26/2026	05/26/2026	05/26/2026		05/29/2026	517.00
				Account **6360.360 - Maint & Repairs Janitorial** Totals			Invoice Transactions	1		$517.00

Accounts Payable by G/L Distribution Report

Payment Date Range 05/29/26 - 05/29/26

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 **6400.740 - Material & Suppl Special Dept Suppl**										
12394 - Witmer Public Safety Group, Inc	INV895890	Two Man Hose Roller	Paid by Check # 109380		05/19/2026	05/21/2026	05/21/2026		05/29/2026	451.29
Account **6400.740 - Material & Suppl Special Dept Suppl** Totals								Invoice Transactions 1		$451.29
Account **6400.795 - Material & Suppl Turnout Equip-Structure Fires**										
10323 - L.N. Curtis & Sons	INV1060774	PPE Inspections	Paid by EFT # 7729		04/21/2026	05/22/2026	05/22/2026		05/29/2026	3,220.70
Account **6400.795 - Material & Suppl Turnout Equip-Structure Fires** Totals								Invoice Transactions 1		$3,220.70
Account **6600.455 - Other Charges Leased Parking**										
12070 - Open Road Investors, LLC	1126	Monthly Parking Lot Rent	Paid by Check # 109371		05/21/2026	05/21/2026	05/21/2026		05/29/2026	400.00
Account **6600.455 - Other Charges Leased Parking** Totals								Invoice Transactions 1		$400.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 15		$7,118.99
Division **000 - Non-Div** Totals								Invoice Transactions 15		$7,118.99
Department **250 - Fire** Totals								Invoice Transactions 15		$7,118.99
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.040 - Maint & Repairs Backflow Preventers**										
11099 - Sabre Backflow LLC	5337	Backflow kit	Paid by Check # 109375		02/27/2026	04/09/2026	04/09/2026		05/29/2026	147.04
Account **6360.040 - Maint & Repairs Backflow Preventers** Totals								Invoice Transactions 1		$147.04
Account **6360.065 - Maint & Repairs Bdg NonFlagship**										
12435 - ASSOCIATED HEATING, AIR CONDITIONING/ASSOCIATED SE	145678	City of Marina 209 Cypress Ave Marina, CA 93933	Paid by Check # 109353		01/15/2026	05/07/2026	05/07/2026		05/29/2026	360.00
Account **6360.065 - Maint & Repairs Bdg NonFlagship** Totals								Invoice Transactions 1		$360.00
Account **6360.075 - Maint & Repairs Bdg Teen Center**										
12435 - ASSOCIATED HEATING, AIR CONDITIONING/ASSOCIATED SE	145926	City of Marina 304 Hillcrest Ave	Paid by Check # 109353		03/18/2026	05/07/2026	05/07/2026		05/29/2026	778.50
Account **6360.075 - Maint & Repairs Bdg Teen Center** Totals								Invoice Transactions 1		$778.50
Account **6360.315 - Maint & Repairs HVAC**										
12435 - ASSOCIATED HEATING, AIR CONDITIONING/ASSOCIATED SE	146101	Walter Giracca 211 Hillcrest Ave Marina, CA 93933	Paid by Check # 109353		05/04/2026	05/07/2026	05/07/2026		05/29/2026	180.00
Account **6360.315 - Maint & Repairs HVAC** Totals								Invoice Transactions 1		$180.00

Accounts Payable by G/L Distribution Report

Payment Date Range 05/29/26 - 05/29/26

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 **6400.740 - Material & Suppl Special Dept Suppl**										
12269 - ALK Services, Inc. / American Lock and Key	1-22513	Keys	Paid by Check # 109352		05/27/2026	05/28/2026	05/28/2026		05/29/2026	40.70
Account **6400.740 - Material & Suppl Special Dept Suppl** Totals								Invoice Transactions	1	$40.70
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	5	$1,506.24
Division **311 - Buildings & Grounds** Totals								Invoice Transactions	5	$1,506.24
Division **313 - Vehicle Maint**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.850 - Maint & Repairs Vehicle**										
10331 - LEHR Upfitters OpCo, LLC / LEHR / Lehr Auto	SI132343	Setina Seat Belt Retractor	Paid by EFT # 7731		05/12/2026	05/13/2026	05/13/2026		05/29/2026	369.58
Account **6360.850 - Maint & Repairs Vehicle** Totals								Invoice Transactions	1	$369.58
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$369.58
Division **313 - Vehicle Maint** Totals								Invoice Transactions	1	$369.58
Department **310 - Public Works** Totals								Invoice Transactions	6	$1,875.82
Department **410 - Planning**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.610 - Prof Svc Planning - Consultant**										
10508 - Regional Government Services	20830	Special Event Permit Ordinance January 2026	Paid by EFT # 7736		01/31/2026	05/18/2026	05/18/2026		05/29/2026	382.00
10508 - Regional Government Services	20833	Marina Land Use Planning Svcs January 2026	Paid by EFT # 7736		01/31/2026	05/18/2026	05/18/2026		05/29/2026	1,337.00
10508 - Regional Government Services	21124	Marina Land Use Planning Svcs March 2026	Paid by EFT # 7736		03/31/2026	05/18/2026	05/18/2026		05/29/2026	382.00
10508 - Regional Government Services	21126	Special Event Permit Ordinance March 2026	Paid by EFT # 7736		03/31/2026	05/18/2026	05/18/2026		05/29/2026	1,719.00
Account **6300.610 - Prof Svc Planning - Consultant** Totals								Invoice Transactions	4	$3,820.00
Account **6330.100 - Fee Agr Costs - Planning**										
10713 - Goodwin Consulting Group	14543	Marina Station CFD 2026-1 Formation Svcs.-Nov. 2025-Feb 2026	Paid by EFT # 7726		02/25/2026	05/22/2026	05/22/2026		05/29/2026	15,770.00

Accounts Payable by G/L Distribution Report

Payment Date Range 05/29/26 - 05/29/26

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 **410 - Planning**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6330.100 - Fee Agr Costs - Planning**										
10171 - CSG Consultants	65645	Mercedes Fee Agreement-Unstoppable Automotive	Paid by EFT # 7724		04/10/2026	05/18/2026	05/18/2026		05/29/2026	8,636.00
10508 - Regional Government Services	20598	Harvey Hotel Planning Svcs November 2025	Paid by EFT # 7736		11/30/2025	05/18/2026	05/18/2026		05/29/2026	1,050.50
10508 - Regional Government Services	20933	Dunes Planning Svcs February 2026	Paid by EFT # 7736		02/28/2026	05/18/2026	05/18/2026		05/29/2026	955.00
				Account **6330.100 - Fee Agr Costs - Planning** Totals				Invoice Transactions	4	$26,411.50
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	6143219482	Monthly Verizon Bill-308174766	Paid by EFT # 7738		05/10/2026	05/22/2026	05/22/2026		05/29/2026	89.81
				Account **6380.120 - Utilities Comm Mobile & Pager** Totals				Invoice Transactions	1	$89.81
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	9	$30,321.31
				Division **000 - Non-Div** Totals				Invoice Transactions	9	$30,321.31
				Department **410 - Planning** Totals				Invoice Transactions	9	$30,321.31
Department **430 - Building Inspection**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	6143219482	Monthly Verizon Bill-308174766	Paid by EFT # 7738		05/10/2026	05/22/2026	05/22/2026		05/29/2026	51.50
				Account **6380.120 - Utilities Comm Mobile & Pager** Totals				Invoice Transactions	1	$51.50
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	1	$51.50
				Division **000 - Non-Div** Totals				Invoice Transactions	1	$51.50
				Department **430 - Building Inspection** Totals				Invoice Transactions	1	$51.50
				Fund **100 - General Fund** Totals				Invoice Transactions	57	$109,648.36

Accounts Payable by G/L Distribution Report

Payment Date Range 05/29/26 - 05/29/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **220 - Gas Tax**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	May 2026 683-2	PG&E 6217294683-2	Paid by Check # 109372		05/18/2026	05/22/2026	05/22/2026		05/29/2026	1,382.48
10463 - Pacific Gas & Electric	May 2026 362-9	PG&E - 5996678362-9	Paid by Check # 109372		05/19/2026	05/28/2026	05/28/2026		05/29/2026	191.01
Account **6380.300 - Utilities Gas & Electric** Totals							Invoice Transactions 2			$1,573.49
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions 2			$1,573.49
Division **000 - Non-Div** Totals							Invoice Transactions 2			$1,573.49
Department **000 - Non-Dept** Totals							Invoice Transactions 2			$1,573.49
Fund **220 - Gas Tax** Totals							Invoice Transactions 2			$1,573.49

Accounts Payable by G/L Distribution Report

Payment Date Range 05/29/26 - 05/29/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **251 - CFD - Locke Paddon**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	May 2026 272-1	PG&E - 2862559272-1	Paid by Check # 109372		05/18/2026	05/22/2026	05/22/2026		05/29/2026	67.01
Account **6380.300 - Utilities Gas & Electric** Totals							Invoice Transactions	1		$67.01
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	1		$67.01
Division **000 - Non-Div** Totals							Invoice Transactions	1		$67.01
Department **000 - Non-Dept** Totals							Invoice Transactions	1		$67.01
Fund **251 - CFD - Locke Paddon** Totals							Invoice Transactions	1		$67.01

Accounts Payable by G/L Distribution Report

Payment Date Range 05/29/26 - 05/29/26

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**										
10425 - Monterey Peninsula Engineering	26-04-05 RET	Preston Park Upgrade Project	Paid by Check # 109368		05/13/2026	05/18/2026	05/18/2026		05/29/2026	8,243.71
10425 - Monterey Peninsula Engineering	26-04-04	Preston Park Upgrade Project	Paid by Check # 109368		05/13/2026	05/18/2026	05/18/2026		05/29/2026	4,300.02
10230 - EWING IRRIGATION PRODUCTS INC / EWING OUTDOOR SUPP	29477007	SAM/VINCE DIMAGGIO PARK	Paid by Check # 109363		03/19/2026	05/07/2026	05/07/2026		05/29/2026	886.47
10230 - EWING IRRIGATION PRODUCTS INC / EWING OUTDOOR SUPP	30173063	VINCE DIMAGGIO PARK	Paid by Check # 109363		05/07/2026	05/07/2026	05/07/2026		05/29/2026	475.52
10316 - Kimley-Horn & Associates, Inc.	34393277	Dunes & 2nd	Paid by Check # 109364		12/31/2025	05/28/2026	05/28/2026		05/29/2026	4,942.35
10316 - Kimley-Horn & Associates, Inc.	34666679	Dunes & 2nd	Paid by Check # 109364		01/31/2026	05/28/2026	05/28/2026		05/29/2026	2,409.98
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	6		$21,258.05
Account **6700.105 - Capital Outlay Construction**										
10831 - Kompan, Inc.	INV137404	Gloria Jean Tate Park	Paid by EFT # 7728		03/30/2026	05/14/2026	05/14/2026		05/29/2026	777,501.99
				Account **6700.105 - Capital Outlay Construction** Totals			Invoice Transactions	1		$777,501.99
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	7		$798,760.04
				Division **000 - Non-Div** Totals			Invoice Transactions	7		$798,760.04
				Department **000 - Non-Dept** Totals			Invoice Transactions	7		$798,760.04
				Fund **462 - City Capital Projects** Totals			Invoice Transactions	7		$798,760.04

Accounts Payable by G/L Distribution Report

Payment Date Range 05/29/26 - 05/29/26

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 **6360.050 - Maint & Repairs Building**										
11424 - California Fire Protection Inc.	20-19253	20 lb ABC Extinguisher teardown	Paid by Check # 109357		05/14/2026	05/14/2026	05/14/2026		05/29/2026	130.00
11424 - California Fire Protection Inc.	20-18939	FE Annual Service	Paid by Check # 109357		03/30/2026	05/14/2026	05/14/2026		05/29/2026	1,441.44
10239 - First Alarm	942727	3200 Imjin Rd Bldg 507	Paid by EFT # 7725		03/15/2026	05/08/2026	05/08/2026		05/29/2026	303.87
10239 - First Alarm	950316	721 Neeson Rd Alarm Systems	Paid by EFT # 7725		04/15/2026	05/08/2026	05/08/2026		05/29/2026	438.66
10239 - First Alarm	950315	3240 Imjin Rd Bldg 510	Paid by EFT # 7725		04/15/2026	05/08/2026	05/08/2026		05/29/2026	538.89
				Account **6360.050 - Maint & Repairs Building** Totals			Invoice Transactions	5		$2,852.86
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	229084	Janitorial Service Police/Fire/Airport May 2026	Paid by EFT # 7723		05/26/2026	05/26/2026	05/26/2026		05/29/2026	410.00
				Account **6360.360 - Maint & Repairs Janitorial** Totals			Invoice Transactions	1		$410.00
Account **6360.450 - Maint & Repairs Maint & Repairs**										
10356 - Marina Plumbing	55082	Plumbing Service at 761 Neeson Rd.	Paid by Check # 109366		05/11/2026	06/11/2026	05/01/2026		05/29/2026	900.00
				Account **6360.450 - Maint & Repairs Maint & Repairs** Totals			Invoice Transactions	1		$900.00
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	6143219482	Monthly Verizon Bill-308174766	Paid by EFT # 7738		05/10/2026	05/22/2026	05/22/2026		05/29/2026	89.81
				Account **6380.120 - Utilities Comm Mobile & Pager** Totals			Invoice Transactions	1		$89.81
Account **6380.150 - Utilities Comm Phone System**										
10758 - AT & T CALNET3	000025155428	AWOS (9391023449)	Paid by Check # 109354		04/28/2026	05/08/2026	05/08/2026		05/29/2026	33.89
10758 - AT & T CALNET3	000025155422	Fire Alarms HGR 524 & 533 (939102443)	Paid by Check # 109354		04/28/2026	05/08/2026	05/08/2026		05/29/2026	62.26
10758 - AT & T CALNET3	000025155423	Fire Alarms HGR 524 & 533 (939102444)	Paid by Check # 109354		04/28/2026	05/08/2026	05/08/2026		05/29/2026	62.26
				Account **6380.150 - Utilities Comm Phone System** Totals			Invoice Transactions	3		$158.41
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	May 2026 683-2	PG&E 6217294683-2	Paid by Check # 109372		05/18/2026	05/22/2026	05/22/2026		05/29/2026	426.30
				Account **6380.300 - Utilities Gas & Electric** Totals			Invoice Transactions	1		$426.30
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	Feb 2026 56-051	721 Neeson Rd Bldg 533 (56-051)	Paid by Check # 109365		02/25/2026	05/14/2026	05/14/2026		05/29/2026	265.58
				Account **6380.500 - Utilities Water & Sewer** Totals			Invoice Transactions	1		$265.58

Accounts Payable by G/L Distribution Report

Payment Date Range 05/29/26 - 05/29/26

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 **6400.231 - Material & Suppl Fuel - Aviation 100LL**										
12099 - Ascent Aviation Group Inc	1196741	100LL Fuel	Paid by EFT # 7722		04/23/2026	05/11/2026	05/11/2026		05/29/2026	45,408.73
Account **6400.231 - Material & Suppl Fuel - Aviation 100LL** Totals								Invoice Transactions	1	$45,408.73
Account **6400.232 - Material & Suppl Fuel - Aviation Jet A**										
12099 - Ascent Aviation Group Inc	1200136	Jet A Fuel Delivery	Paid by EFT # 7722		05/06/2026	05/27/2026	05/27/2026		05/29/2026	43,489.59
Account **6400.232 - Material & Suppl Fuel - Aviation Jet A** Totals								Invoice Transactions	1	$43,489.59
Account **6400.800 - Material & Suppl Uniform**										
11691 - Tevita Tulua - Employee	07-06-25	Safety Boots Reimbursement	Paid by Check # 109378		07/06/2025	05/08/2026	05/08/2026		05/29/2026	245.76
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110892776	Dave's Uniform & First Aid Kit	Paid by Check # 109379		05/08/2026	05/08/2026	05/08/2026		05/29/2026	40.54
Account **6400.800 - Material & Suppl Uniform** Totals								Invoice Transactions	2	$286.30
Account **6600.452 - Other Charges Leased Copier**										
11451 - Monterey Bay Office Products - US Bank	579201815	Airport Lease Copier-March 2026	Paid by Check # 109367		04/05/2026	05/08/2026	05/08/2026		05/29/2026	109.96
11451 - Monterey Bay Office Products - US Bank	581489689	Airport Copier Lease-May 2026	Paid by Check # 109367		05/05/2026	05/08/2026	05/08/2026		05/29/2026	110.29
Account **6600.452 - Other Charges Leased Copier** Totals								Invoice Transactions	2	$220.25
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	19	$94,507.83
Division **000 - Non-Div** Totals								Invoice Transactions	19	$94,507.83
Department **000 - Non-Dept** Totals								Invoice Transactions	19	$94,507.83
Fund **555 - Marina Airport** Totals								Invoice Transactions	19	$94,507.83
Grand Totals								Invoice Transactions	86	$1,004,556.73

DRAFT

Agenda Item: **10b(1)**
City Council Meeting of
June 2, 2026

ACTION
MINUTES

Tuesday, May 5, 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

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)

   MEMBER 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:

4. CLOSED SESSION:

   a. Real Property Negotiation (Govt. Code Section 54956.8)
      i. Property: Locke-Paddon Park, various parcels, APN Nos.: 033-121-004, 033-121-005-006, 033-132-003, 033-132-003, 033-121-101, 033-121009, 033-121-002
      Negotiating Party: Monterey Peninsula Regional Park District
      Negotiator(s): City Manager
      Terms: Price and Terms

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

7:25 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. Mental Health Month Proclamation

   b. Building Safety Month Proclamation

7. COUNCIL AND STAFF ANNOUNCEMENTS:

- Councilmember McAdams encouraged all the residents to vote at the June 2, 2026, election. There are some important positions to be voted on. So please vote

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.*

- Cyan Trundle indicated that the Sierra Club, supports diversity, equity, inclusion, and getting people outside which is they've pledged $100,000 for the Asian American Gardens. It's been more than 2 years and 16 meetings, not sure what's taking so long. We don't need more research or outreach. The people have already spoken.
- Greg Furey spoke about attending a meeting at the Springhill Suite about a year ago where we were talking about money, and how to improve services. Suggested council look at consolidating your fire services. Spoke about Riverside County having CalFire staff trained as paramedics on each engine. Why doesn't Marina have that.

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 109092-109168, totaling $719,264.05
Accounts Payable Successor Agency Check No. 138-139, totaling $44,090.75

b. MINUTES: None

c. CLAIMS AGAINST THE CITY: None

d. AWARD OF BID: None

e. CALL FOR BIDS: None

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

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

(1) Adopting **Resolution No. 2026-47**, approving the lease of three (3) new Ford Interceptors with Unified Fleet Services.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE): None

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

Councilmember McCarthy had question for agenda item 10g(1) asked if the city would own the vehicles after the lease term

Mayor Delgado had question for agenda item 10g(1) asked if payment for vehicles were coming from the Vehicle Reserves.

MCADAMS/VISSCHER: TO APPROVE THE CONSENT AGENDA. 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 public hearing and introducing Ordinance No. 2026-05, adopting 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.

Councilmember McCarthy recused himself from this item, due to conflict

Public Comments:

- Sean McDonald suggested changes that for the STR permit holders with an ADU permitted prior to 2020 to be able to rent the main home and ADU both concurrently and at separate times, and also not be limited to the 180-day.

- Athena Burciaga supports the overall direction of this ordinance, strengthening Marina's short-term program but opposes the carve out that would exempt ADU approved before January 1, 2020, from the STR prohibition. The pre-2020 carve out undermines that goal.
- Brian McCarthy agrees previous speaker had good points that should be considered. Council should consider people's individual circumstances. Thinks Council and the Planning Commission have really been thoughtful about how to implement some provisions that make enforcement a lot easier. Urges the council to move forward and not draw it out any longer.

Council discussed current number of ADU's in Marina built prior to 2020 and 180-day limit.

MCADAMS/VISSCHER: TO APPROVE INTRODUCING ORDINANCE NO. 2026-05, ADOPTING 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. 3-1(Delgado)-0-0 Motion Passes by Roll Call Vote

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 2026-48**, authorizing staff to issue a request for proposals (RFP) for landscape architectural design services for an Asian American Garden at Locke-Paddon Park and authorize staff to solicit proposals and return to Council with a recommended consultant. ***Continued from April 21, 2026***

Public Comments:

- Sophia Rome spoke of growing up in this community, working for the City of Salinas and a similar project with Carr Lake. Commented on the importance of ensuring that whoever is selected and the evaluation process is somebody that truly understands what an Asian American garden should look like, and what each element truly represents. In support of the RFP.
- Steve Lee urged council to issue this RFP for the design of the Asian American Botanical Garden and do its part to move along the process with the Parks District and to continue the public process of designing this garden and ultimately start the CEQA process.
- Grace Silva-Santella expressed her concern that Locke Paddon Park is not the right location for a project that has plant material as environmentally sensitive as an Asian themed garden. Asked if the RFP is limited to the Locke Paddon and Wetland Park site? Are other sites in Marina considered for this Asian? Suggested the landscape architects should have a resume that shows successful projects that are thriving in environments similar to Locke Paddon.

Council discussed including the Food Forest and Children's Sensory Garden in the RFP as separate projects. Survival of plant materials over a length of time.

MCCARTHY/BIALA: THAT WE APPROVE THE RESOLUTION AUTHORIZING STAFF TO ISSUE A RFP FOR LANDSCAPE ARCHITECTURAL DESIGN SERVICES FOR AN ASIAN AMERICAN GARDEN AT LOCKE PADDON PARK, AND AUTHORIZE STAFF TO SOLICIT PROPOSALS AND RETURN TO THE COUNCIL WITH A RECOMMENDED CONSULTANT; AND

1. **THAT THAT RFP INCLUDE SOME MORE STRONGER LANGUAGE THAT THE CONSULTANT WILL MAKE A DETERMINATION WHETHER THE PLANT MATERIAL IS LIKELY TO SURVIVE OVER A 10-YEAR TIMEFRAME.**
2. **TO ALSO INCLUDE 2 ADDITIONAL RFP'S FOR THE FOOD FOREST AND THE SENSORY CHILDREN'S GARDEN; AND**
3. **ASK THEM FOR A PLANT PALETTE OF A SPECIES THAT ARE LIKELY TO THRIVE IN THIS ENVIRONMENT RATHER THAN HAVING THEM PREDICT THE FUTURE OF PLANTS THAT WON'T SURVIVE.**

5-0-0-0 Motion Passes

b. Receive an informational update regarding city facilities and potential November ballot measure; and Provide direction for city staff. ***Continued from April 21, 2026***

Public Comments:

- Steve Zmak commented on monies already spent on this ballot measure and what was spent in 2024, which the measure failed. A UUT would negatively impact on lower incomes more dramatically than higher incomes. Oppose any new tax measure going to the public.

Council discussed forwarding a letter from a member of the public that presents interesting questions to the consultant to get some of them answered.

c. Presentation by Marina Police Department on the 2025 Firework Impacts; and planned Firework activities for July 2026. ***Continued from April 21, 2026***

Public Comments:

- Erika Graham, Marina High School Athletic Booster Club spoke about the income generated from the sale Safe N Sane Fireworks for the non-profit organizations and the city. Supports Option B
- Tim McNew, Marina Youth Soccer, emphasized the importance of the fundraising from the booths each year, which makes the programs affordable to the community.
- Jerrica, Marina Youth Baseball Softball Board stated that the Firework booths are the biggest means of raising money for keeping costs affordable for the community. Agrees that the enhanced enforcement option would benefit the community.

- Denise Turley asked if the city could make sure flyers are sent to the Abrams and Preston Park housing area on the Fourth of July festivities. Suggested that the non-profits investigate other items to do fundraising with.
- Steve Zmak spoke about what the detonations do to the family pets. Asked what level of enforcement is there for New Year's Eve? How many citations were issued for fireworks on all the other days other than the 4th of July? Going to low noise and noiseless still allows our service clubs to conduct their annual fundraising. Suggested a full firework ban, or at the very minimum, option C.
- Mike Moeller does not see a benefit to banning Safe N Sane fireworks, it's obvious that the illegal fireworks are the real problem. Noted that you're taking away a significant amount of funding for sports programs.
- Dennis Revell noted that the illegal fireworks enforcement in California has become probably one of the most innovative areas in police and fire enforcement throughout the state. Commented on Salinas and Sacramento using city employees to document social host ordinance violations.

d. 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 to May 19, 2026***

e. Sign Ordinance-Window Covering Update and possible council direction. ***Continued to May 19, 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).

Mayor Delgado announced that he would not be seeking re-election for the seat of mayor in November

15. ADJOURNMENT: The regular meeting adjourned at 10:30 P.M.

_____

Anita Sharp, Deputy City Clerk

ATTEST:

_____

Bruce C. Delgado, Mayor

May 28, 2026 Item No. **10e(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
June 2, 2026

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2026-, APPROVING ADVERTISING AND CALL FOR BIDS FOR THE DEL MONTE BOULEVARD AND BEACH ROAD INTERSECTION IMPROVEMENTS PROJECT

RECOMMENDATION: It is recommended that the City Council consider:

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

BACKGROUND:

The California Department of Transportation (Caltrans) has developed a comprehensive Strategic Highway Safety Plan (SHSP) that defines goals, objectives, and strategies to reduce fatalities and serious injuries on all public roads. The SHSP requires collaboration with law enforcement, educators, emergency services, and other stakeholders and is a major component of the Highway Safety Improvement Program (HSIP).

The HSIP is a Federal-aid program that incorporates a data-driven, strategic approach to improving highway safety that focuses on performance. Supporting safety improvement projects consistent with the State's SHSP, the HSIP finances projects specifically targeting roadway and intersection locations by identifying and implementing countermeasures to improve safety.

A Local Road Safety Plan (LRSP) is the local Municipality version of the State SHSP, providing a framework for organizing stakeholders to identify, analyze, and prioritize roadway safety improvements on local and rural roads. The process of developing an LRSP can be tailored to local protocols, needs, and issues. However, safety projects stemming from the plan need to be consistent with Federal and State project funding requirements if those funds will be used for project implementation. Also, the plan should be viewed as a living document that can be continually reviewed and updated to reflect changing local needs and priorities.

On May 4, 2021, City Council passed resolution 2021-37 approving a Caltrans LRSP grant application. The City subsequently received a $40,000 grant, which along with the $5,000 City matching funds paid for the preparation of the LRSP. Staff issued a work order to Kimley-Horn to produce the LRSP under the on-call professional services agreement.

At the regular meeting of August 16, 2022, the City Council adopted Resolution No. 2022-108, approving the Local Roadway Safety Plan and the recommended safety improvement projects. Two of those improvement projects were the Imjin Pkwy & 3rd Ave intersection and the Del Monte Blvd & Beach Rd intersection.

The City proceeded to apply for HSIP Grant funding for these two projects as part of the 2023 Grant Cycle 11. Both projects were awarded Grant funding with Preliminary Engineering funding at the end of 2023.

At the regular meeting of December 17, 2024, the City Council adopted Resolution No. 2024-144, approving an agreement with Kimley Horn and Associates to provide engineering services for the Del Monte Boulevard and Beach Road Intersection Improvements Project **see EXHIBIT A**

On March 5, 2026, City staff submitted a request for allocation of State funds to Caltrans from the HSIP for the Del Monte Blvd and Beach Road Intersection Improvements Construction Phase in the amount of $387,030.00, **see EXHIBIT B**.

On April 2, 2026 Caltrans approved the City's allocation request and has approved City to proceed with the construction phase of the project.

ANALYSIS:
The improvements are designed to reduce the entry speed of northbound vehicles as they enter the roundabout. Road geometry improvements such as terminal vista grading, bollards, striping improvements, a chicane, and signage are included.

FISCAL IMPACT:
There is no fiscal impact to calling for bids. The current budget for this project is approximately $534,900 for all phases of work; Planning, Design, and Construction. The project's budget is funded with State Highway Safety Improvement Program Grant Funds and Regional Surface Transportation Program funds. Additional funds may be requested from the General Fund pending the result of the bid process.

CEQA Findings:
The proposed action, approving advertising and call for bids, is not a "project" subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), which excludes "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment." Further, the City has determined the Del Monte Boulevard and Beach Road intersection improvement project is exempt from environmental review per § 15301(b) of the CEQA Guidelines for Existing Facilities.

CONCLUSION:
This request is submitted for City Council consideration and possible action. See Exhibit B for the project Location and Cover Sheet.

Respectfully submitted,

_____
Scott Shepard
City Engineer
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 APPROVING ADVERTISING AND CALL FOR BIDS FOR THE FOR THE DEL MONTE BOULEVARD AND BEACH ROAD INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, the California Department of Transportation (Caltrans) has developed a comprehensive Strategic Highway Safety Plan (SHSP) that defines goals, objectives, and strategies to reduce fatalities and serious injuries on all public roads. The SHSP requires collaboration with law enforcement, educators, emergency services, and other stakeholders and is a major component of the Highway Safety Improvement Program (HSIP), and;

WHEREAS, the HSIP is a Federal-aid program that incorporates a data-driven, strategic approach to improving highway safety that focuses on performance. Supporting safety improvement projects consistent with the State's SHSP, the HSIP finances projects specifically targeting roadway and intersection locations by identifying and implementing countermeasures to improve safety, and;

WHEREAS, a Local Road Safety Plan (LRSP) is the local Municipality version of the State SHSP, providing a framework for organizing stakeholders to identify, analyze, and prioritize roadway safety improvements on local and rural roads. The process of developing an LRSP can be tailored to local protocols, needs, and issues. However, safety projects stemming from the plan need to be consistent with Federal and State project funding requirements if those funds will be used for project implementation. Also, the plan should be viewed as a living document that can be continually reviewed and updated to reflect changing local needs and priorities, and;

WHEREAS, on May 4th, 2021, City Council passed resolution 2021-37 approving a Caltrans LRSP grant application. The City subsequently received a $40,000 grant, which along with the $5,000 City matching funds paid for the preparation of the LRSP. Staff issued a work order to Kimley-Horn to produce the LRSP under the on-call professional services agreement, and;

WHEREAS, at the regular meeting of August 16, 2022, the City Council adopted Resolution No. 2022-108, approving the Local Roadway Safety Plan and the recommended safety improvement projects. Two of those improvement projects were the Imjin Pkwy & 3rd Ave intersection and the Del Monte Blvd & Beach Rd intersection, and;

WHEREAS, the City proceeded to apply for HSIP Grant funding for these two projects as part of the 2023 Grant Cycle 11. Both projects were awarded Grant funding with Preliminary Engineering funding at the end of 2023, and;

WHEREAS, at the regular meeting of December 17, 2024, the City Council adopted Resolution No. 2024-144, approving an agreement with Kimley Horn and Associates to provide engineering services for the Del Monte Boulevard and Beach Road Intersection Improvements Project, and;

WHEREAS, the improvements are designed to reduce the entry speed of northbound vehicles as they enter the roundabout. Road geometry improvements such as terminal vista grading, bollards, striping improvements, a chicane, and signage are included, and;

WHEREAS, on March 5th, 2026 City staff submitted a request of allocation of State funds to Caltrans from the HSIP for the Del Monte Blvd and Beach Road Intersection Improvements Construction Phase in the amount of $387,030.00, and;

WHEREAS, On April 2nd, 2026 Caltrans approved the City's allocation request and has approved City to proceed with the construction phase of the project, and;

WHEREAS, there is no fiscal impact to calling for bids. The current budget for this project is approximately $534,900. The project's budget is funded with State Highway Safety Improvement Program Grant Funds and Regional Surface Transportation Program funds, and;

WHEREAS, the City has determined the project exempt from environmental review per § 15301(b) of the CEQA Guidelines for Existing Facilities, and;

WHEREAS, the project is ready for advertisement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby approve advertising and call for bids for the Del Monte Boulevard and Beach Road Intersection Improvements Project.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 2nd 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 TO STAFF REPORT

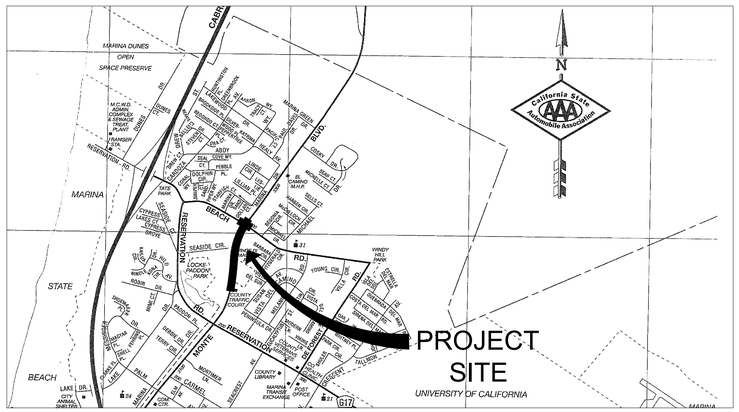
DEL MONTE BOULEVARD AND BEACH ROAD INTERSECTION IMPROVEMENTS PROJECT

CITY OF MARINA, MONTEREY COUNTY, CALIFORNIA

TO BE SUPPLEMENTED BY THE CITY OF MARINA STANDARD PLANS DATED 2006, CALTRANS STANDARD PLANS DATED 2024, AND CALIFORNIA MUTCD DATED 2014, REVISION 9

SHEET NUMBER AND TITLES

1	CV–01	COVER SHEET
2	GN–01	GENERAL NOTES
3	HC–01	HORIZONTAL CONTROL PLAN
4	TX–01	TYPICAL SECTIONS
5–8	IM–01 TO IM–04	IMPROVEMENT PLANS
9	LP–01	LANDSCAPE PLANS



VICINITY MAP
NTS



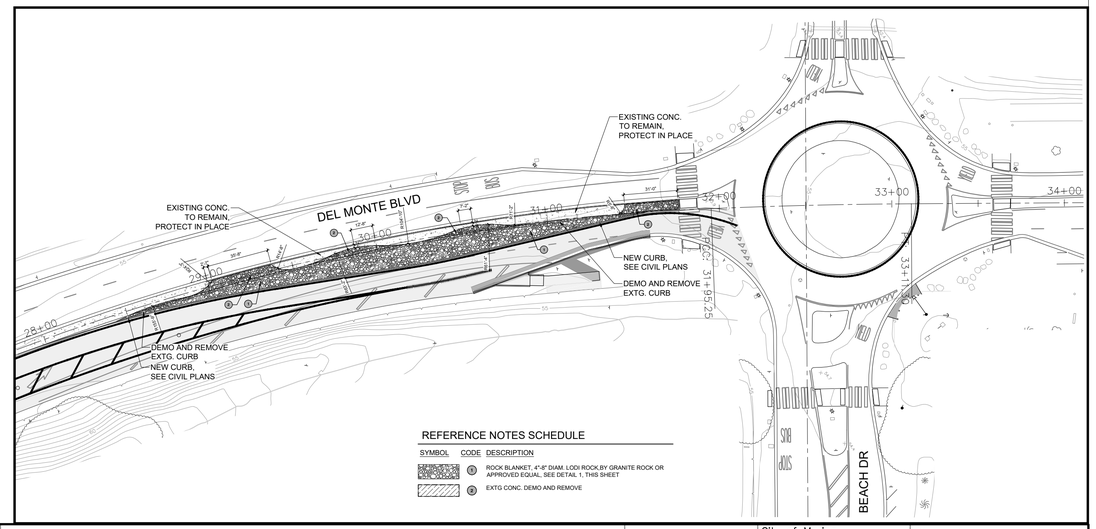
LOCATION MAP
NTS

ABBREVIATIONS

BC	BACK OF CURB
BOW	BACK OF WALK
C&G	CURB AND GUTTER
℄	CENTERLINE
EX	EXISTING
LS	LANDSCAPE
NTS	NOT TO SCALE
R/W	RIGHT OF WAY
RT	RIGHT
STD	STANDARD
SW	SIDEWALK
TC	TOP OF CURB
TYP	TYPICAL
VAR	VARIABLE

PROJECT DESCRIPTION

THE DEL MONTE BOULEVARD & BEACH ROAD INTERSECTION IMPROVEMENTS PROJECT CONSISTS OF BOLLARDS, SIGNING AND STRIPING IMPROVEMENTS, CURB IMPROVEMENTS, SIDEWALK IMPROVEMENTS, SLURRY SEAL, AND TERMINAL VISTA GRADING IMPROVEMENTS.



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

Rev.	Description	Date

Kimley»Horn
555 CAPITOL MALL, STE 300 SACRAMENTO, CA 95814
PHONE: 916–858–5800
WWW.KIMLEY–HORN.COM

REGISTERED PROFESSIONAL ENGINEER SEAN HOUCK No. 59500 12/31/2025 CIVIL STATE OF CALIFORNIA

Scale	AS SHOWN
Designed By:	JC
Drawn By:	JT
Checked By:	SH
Consultant's Job No.	097789011

CITY OF MARINA
DEPARTMENT OF PUBLIC WORKS

COVER SHEET
DEL MONTE BOULEVARD AND BEACH ROAD INTERSECTION IMPROVEMENTS

City of Marina
Monterey County
California

City of Marina
209 Cypress Ave
Marina, CA 93933

City of Marina Project No.

Drawing No. CV-01

Sheet 1 of 9

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

5/15/2025 3:47 PM
K:\SAC_RDWY\San Jose Projects\City of Marina – Del Monte Blvd and Beach RAB Improvements\08 CADD\PlanSheets\01 – COVER SHEET.dwg
The specific purpose and client for which it was prepared. Reuse of this document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley–Horn and Associates, shall be without liability to Kimley–Horn and Associates, Inc.

DEPARTMENT OF TRANSPORTATION

EXHIBIT B TO STAFF REPORT

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711

File : 05-MON-0-MRNA
HSIPSL-5416(013)
Del Monte Blvd and Beach Rd Roundabout Safety Improvements

April 2, 2026

Mr. Edrie De Los Santos
Senior Engineer
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Dear Mr. De Los Santos:

Your letter dated March 05, 2026 requested an allocation of State funds from the Highway Safety Improvement Program (HSIP) project (project location: Del Monte Blvd and Beach Rd Roundabout). The State hereby makes the allocation in the amount of $387,030.00 of State funds for Construction phase of this project effective April 02, 2026. You may now proceed with the Construction phase of the project. Any work for the Construction phase that has been approved for funding and is performed after this date will be eligible for reimbursement. Please refer to the Finance Letter for the complete approved funding of all phases for this project.

Program	Phase	Request Date	Request Amount	Allocation
HSIPS	Construction	03/05/2026	$387,030.00	04/02/2026

All projects require a Master Agreement and Program Supplement Agreement to be in place prior to the payment of project invoices. If one has not already been executed, this office will soon send you a Program Supplement Agreement and Master Agreement for execution. Please do not submit invoices for this project until the agreements are fully executed by both you and the State.

Invoices are to be submitted at a minimum of every six (6) months in order to remain active.

If you have any questions, please contact your District Local Assistance Engineer.

Sincerely,

Leif Kohler

for MISTY BRADSHAW, Division Chief
Office of Project Management Oversight - South
Division of Local Assistance

c: DLA AE Project Files
(05) DLAE - Cori Marsalek
Local Program Accounting
HQ HSIP Manager - Richard Ke

May 22, 2026 Item No. **10e(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
June 2, 2026

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2026-, APPROVING ADVERTISING AND CALL FOR BIDS FOR THE CONSTRUCTION OF THE WINDY HILL PARK RESTROOM IMPROVEMENTS PROJECT

RECOMMENDATION: It is recommended that the City Council consider

1. Adopting Resolution No. 2026-, approving advertising and a call for bids for the construction of the Windy Hill Park Restroom Improvements Project.

BACKGROUND:
City Council previously approved Capital Improvement Project QLP 2112, allocating $1,435,000 for the purchase and installation of playground equipment, playground surfacing, and construction of new restroom facilities at Windy Hill Park.

At the Regular City Council Meeting of August 7, 2024, City Council Approved an agreement with KOMPAN California, Inc. for the purchase and installation of Playground Equipment and Surface Materials for Windy Hill Park.

The playground equipment installation and playground surfacing have been completed and the grand opening of the new playground area occurred on June 7, 2025.

At the Regular City Council Meeting of April 15, 2025, City Council approved a professional services agreement with Yamabe & Horn Engineering, Inc. of Fresno, CA for engineering and land surveying services, for a not to exceed amount of $49,000 for the design of the Windy Hill Park restroom facilities.

At the Regular City Council Meeting of August 6, 2025, City Council approved the purchase of the Windy Hill Park Prefabricated Restroom Facility from the Public Restroom Company of Winden NV for $298,453.00.

The improvement plans, which include the building foundation and pad, sidewalk improvements, and utility improvements for restroom fixtures are now complete and ready for advertisement.

ANALYSIS:
The City has been prioritizing the improvement and construction of park facilities. The Windy Hill Park improvements are a small portion of the overall park improvement project works the city has been undertaking at Glorya Jean Tate, Sea Haven City Park, Dunes City Park, Hilltop Park, and Windy Hill Park.

During the design and building department review of the Windy Hill Restroom Improvements the project team highlighted areas of the existing facility that needed to be retrofitted to meet current Americans with Disabilities Act (ADA) and Pubic Right of Way Accessibility Guidelines (PROWAG). This delayed the design process and delivery of the Restroom Facility. The current schedule shows Restroom Delivery in August 2026. The restroom facility is under a critical schedule with the foundation pad and utility stub ups for sewer, water, electrical, etc. requiring completion before the prefabricated restroom facility is delivered.

FISCAL IMPACT:
There is no fiscal impact to calling for bids.

CEQA Findings:
The proposed action, approving advertising and call for bids, is not a "project" subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), which excludes "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment." Further, the City has determined the Windy Hill Park Restroom Improvements Project exempt from environmental review per § 15303(e) of the CEQA Guidelines.

CONCLUSION:
This request is submitted for City Council consideration and possible action. **See EXHIBIT A** for the project Location and Cover Sheet.

Respectfully submitted,

_____
Scott Shepard
City Engineer
City of Marina

REVIEWED/CONCUR:

_____
Ismael Hernandez
Public Works Director
City of Marina

_____
Layne P. Long
City Manager
City of Marina

Exhibits:
Exhibit A – Windy Hill Park Improvement Plans Cover Sheet

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITYOF MAIRNA APPROVING ADVERTISING AND CALL FOR BIDS FOR THE FOR THE CONSTRUCTION OF THE WINDY HILL PARK RESTROOM IMPROVEMENTS PROJECT

WHEREAS, the City of Marina has a long-standing goal of improving all public parks within the city, recognizing their importance for the community's quality of life, and;

WHEREAS, the Recreation and Community Services Commission, in it's 2003 annual report identified the construction of permanent restroom facilities at Windy Hill Park as a priority, and;

WHEREAS, The City's Parks and Recreation Facilities Master Plan, adopted on June 21, 2005, highlighted the necessity of restroom facilities at Windy Hill Park to better serve families with small children, and;

WHEREAS, the City of Marina City Council approved an allocation of $1,435,000 for City Capital Improvement Project QLP2112 for the purchase and installation of playground equipment, playground surfacing, and construction of new restroom facilities at Windy Hill Park, and;

WHEREAS, at the Regular City Council Meeting of August 7, 2024 City Council adopted Resolution 2024-92 approving an agreement with KOMPAN California, Inc. for the purchase and installation of Playground Equipment and Surface Materials for Windy Hill Park, and;

WHEREAS, at the Regular City Council Meeting of April 15, 2025 City Council adopted Resolution 2025-25 approving a professional services agreement with Yamabe & Horn Engineering, Inc. of Fresno, CA for engineering and land surveying services, for a not to exceed amount of $49,000 for the design of the Windy Hill Park restroom facilities, and;

WHEREAS, the playground equipment installation and playground surfacing has been completed and the grand opening of the new playground area occurred on June 7, 2025, and;

WHEREAS, at the Regular City Council Meeting of August 6, 2025 City Council adopted Resolution 2025-89 approving the purchase of the Windy Hill Park Prefabricated Restroom Facility from the Public Restroom Company of Winden NV for $298,453.00, and;

WHEREAS, the City has determined the project exempt from environmental review per § 15303(e) of the CEQA Guidelines, and;

WHEREAS, the improvement plans, which include the building foundation and pad, minor sidewalk renovations, one designated ADA parking space, and utility improvements for restroom fixtures are now complete and ready for advertisement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby approve advertising and call for bids for the construction of the Windy Hill Park Restroom Improvements Project.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 2nd 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

UNDERGROUND SERVICE ALERT

811

Know what's below.
Call before you dig.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

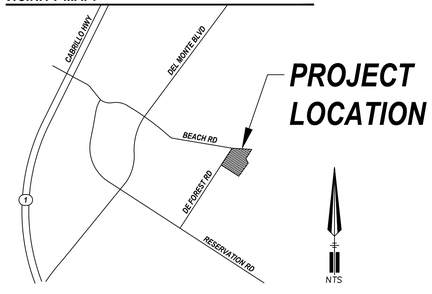
SPECIAL NOTE:

WHERE UNDERGROUND AND SURFACE STRUCTURES ARE SHOWN ON THE PLANS, THE LOCATIONS, DEPTH AND DIMENSIONS OF STRUCTURES ARE BELIEVED TO BE REASONABLY CORRECT, BUT ARE NOT GUARANTEED. SUCH STRUCTURES ARE SHOWN FOR THE INFORMATION OF THE CONTRACTOR, BUT INFORMATION SO GIVEN IS NOT TO BE CONSTRUED AS A REPRESENTATION THAT SUCH STRUCTURES WILL, IN ALL CASES, BE FOUND WHERE SHOWN, OR THAT THEY REPRESENT ALL OF THE STRUCTURES WHICH MAY BE ENCOUNTERED. CONTRACTOR SHALL NOTIFY "USA" (UNDERGROUND SERVICE ALERT) AT 811, TWO WORKING DAYS BEFORE COMMENCING EXCAVATION AND ALL UTILITY AUTHORITIES OR UTILITY COMPANIES HAVING POSSIBLE INTEREST IN THE WORK, OF CONTRACTOR'S INTENTION TO EXCAVATE PROXIMATE TO EXISTING FACILITIES, AND CONTRACTOR SHALL VERIFY THE LOCATION OF ANY UTILITIES WITHIN THE WORK AREA.

LEGEND:

	EXISTING SECTION LINE	AP	ANGLE POINT
	EXISTING CENTER LINE	BLDG	BUILDING
	EXISTING PROPERTY LINE	C	CONCRETE
	EXISTING RIGHT-OF-WAY LINE	CATV	CABLE TELEVISION
	EXISTING CURB & GUTTER	CL	CENTER LINE
	PROPOSED CURB & GUTTER	ELB	ELECTRIC BOX
	EXISTING EDGE OF PAVEMENT	EP	EDGE OF PAVEMENT
	EXISTING WATER LINE	FD	FINISH DIRT
	EXISTING STORM DRAIN LINE	FF	FINISH FLOOR
	PROPOSED STORM DRAIN LINE	FH	FIRE HYDRANT
	EXISTING SEWER LINE	FL	FLOWLINE
	EXISTING IRRIGATION LINE	FNC	FENCE
	SAWCUT LINE	GB	GRADE BREAK
	GRADEBREAK	GW	GUY WIRE
	EXISTING WATER VALVE	HP	HINGE POINT
	EXISTING FIRE HYDRANT	LIP	LIP OF GUTTER
	PROPOSED FIRE HYDRANT	OG	ORIGINAL GROUND
	EXISTING WATER METER	P	PAVEMENT
	EXISTING SANITARY SEWER MANHOLE	PL	PROPERTY LINE
	EXISTING STORM DRAIN MANHOLE	PP	POWER POLE
	PROPOSED STORM DRAIN MANHOLE	RET	RETURN
	EXISTING STORM DRAIN INLET	R/W	RIGHT-OF-WAY
	PROPOSED STORM DRAIN INLET	S	SLOPE
	EXISTING STREET LIGHT	SDMH	STORM DRAIN MANHOLE
	PROPOSED STREET LIGHT	SL	SECTION LINE
	EXISTING UTILITY POLE	SSMH	SANITARY SEWER MANHOLE
	EXISTING TRANSFORMER POLE	SW	SIDEWALK
	EXISTING POWER POLE	TC	TOP OF CURB
	EXISTING ANCHOR POLE	TELB	TELEPHONE BOX
	EXISTING TREE	TELR	TELEPHONE RISER
	EXISTING ADA RAMP	TOE	TOE OF SLOPE
	EXISTING DRIVE APPROACH	TOP	TOP OF SLOPE
		TP	TELEPHONE POLE
		VP	VENT PIPE/STAND PIPE
		WTR	WATER
		WM	WATER METER
		WV	WATER VALVE
		(xxx.xx)	EXISTING GRADE

VICINITY MAP:



CITY OF MARINA

PLANS FOR

WINDY HILL PARK IMPROVEMENTS - 3240 DE FOREST ROAD
3240 DE FOREST ROAD



LOCATION MAP
1" = 40'

NOTE:

THIS SITE IS LOCATED IN FEMA FLOOD ZONE "X" PER FEMA FLOOD MAP NUMBER 06053C0183H EFF. 06/21/2017

BENCHMARK:

BM 26 (BEACH #4)

BRASS CAP IN CURB ALONG BEACH RD AT SOUTHWEST RETURN WITH DEFOREST RD.

ELEVATION = 92.34 FEET USGS NGVD 29 DATUM

SITE INFORMATION:

ADDRESS: 3240 DE FOREST ROAD
MARINA, CA 93933-2722

ZONING: R1-SINGLE FAMILY RESIDENTIAL

PLANNED LAND USE: R1-SINGLE FAMILY RESIDENTIAL

APN: 032-555-037

ACREAGE: ±1.7 ACRES

APPLICANT INFORMATION:

APPLICANT: YAMABE & HORN ENGINEERING, INC.

ADDRESS: 2985 N BURL AVENUE
FRESNO, CA 93727

PHONE: (559) 244-3123

SHEET INDEX:

C1	COVER SHEET
C2	GRADING PLAN
C3	SITE PLAN
C4	UTILITY PLAN
C5	DETAIL SHEET
C6	DETAIL SHEET
C7	DETAIL SHEET
C8	EROSION CONTROL PLAN
E1.1	SYMBOLS LIST, NOTES, & ABBREVIATIONS
E1.2	SINGLE LINE DIAGRAM & PANEL SCHEDULES
E2.1	ELECTRICAL SITE PLAN
E3.1	ELECTRICAL FLOOR PLANS
E4.1	TYPICAL ELECTRICAL DETAILS
E4.2	TYPICAL ELECTRICAL DETAILS
E5.1	PG&E RULE 16 REQUEST FOR INSPECTION
E6.1	POWER TITLE 24
E6.2	POWER TITLE 24

GRADING NOTES:

1. CONTRACTOR SHALL OBTAIN A GRADING PERMIT AND PAY THE PLAN CHECK FEE FROM THE CITY OF MARINA BUILDING DIVISION PRIOR TO ANY GRADING.
2. ALL CONSTRUCTION SHALL BE PERFORMED IN CONFORMANCE WITH THE CITY OF MARINA STANDARD SPECIFICATIONS AND THE APPLICABLE PORTIONS OF THE CALIFORNIA BUILDING CODE 2022 (CBC 2022).
3. ANY PERSON, CONTRACTOR OR SUBCONTRACTOR PLANNING TO CONDUCT ANY EXCAVATION SHALL CONTACT USA NORTH AT 811 AT LEAST TWO (2) DAYS, BUT NO MORE THAN 14 CALENDAR DAYS, PRIOR TO COMMENCING THAT EXCAVATION.
4. PERMITS FOR ALL REQUIRED WALLS SHALL BE OBTAINED PRIOR TO APPROVAL OF AS-GRADED PLANS. PERMITS FOR RETAINING WALLS SHALL BE OBTAINED WITHIN 30 DAYS OF GRADING PERMIT ISSUANCE.
5. THE CONTRACTOR SHALL MAKE ADEQUATE PROVISION FOR DUST CONTROL FOR THE DURATION OF THE WORK. DUST CONTROL MEASURES SHALL BE FULLY AND ADEQUATELY CARRIED OUT ON WEEKDAYS, WEEKENDS AND HOLIDAYS, AND WHEN NECESSARY, BEFORE OR AFTER NORMAL WORKING HOURS.
6. ALL SIDEWALKS SHALL MAINTAIN A MAXIMUM SLOPE OF 5% IN THE DIRECTION OF TRAVEL AND A MAXIMUM CROSS SLOPE OF 2% TO ADHERE TO ADA REQUIREMENTS.
7. THE GROUND IMMEDIATELY ADJACENT TO ALL FOUNDATIONS SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE OF NOT LESS THAN 2% FOR A MINIMUM DISTANCE OF 10 FEET MEASURED PERPENDICULAR TO THE FACE OF THE WALL. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT 10 FEET OF HORIZONTAL DISTANCE FROM THE FOUNDATION, THEN A SWALE THAT RUNS PARALLEL TO THE FOUNDATION MAY BE USED AND WILL BE REQUIRED TO BE A MINIMUM SLOPE 2% WITHIN 10 FEET OF THE BUILDING FOUNDATION. ALL OTHER SITE GRADING OUTSIDE OF THE BUILDING ENVELOPE IS REQUIRED TO BE A MINIMUM OF 0.5%. IN ADDITION, THE CITY OF FRESNO PERMITS CONCRETE CHANNELS WITH 0.2% MIN. SLOPE WITHIN 10' OF THE BUILDING ENVELOPE AS AN ALTERNATIVE TO THE 2% MIN. SLOPE REQUIREMENT WHEN LOT LINES OR PHYSICAL OBSTRUCTIONS EXIST.
8. THE SITE SHALL HAVE AN OVERALL MINIMUM SLOPE OF 0.5% TO AN APPROVED DRAINAGE FACILITY.
9. NO PERMANENT ON-SITE WATER RETENTION IS ALLOWED.
10. NO SURFACE DRAINAGE SHALL BE PERMITTED ONTO ADJACENT PROPERTIES.
11. ANY SURVEY MONUMENTS WITHIN THE AREA OF WORK SHALL BE PRESERVED OR RESET BY A REGISTERED CIVIL ENGINEER OR A LICENSED LAND SURVEYOR.
12. GRADING NEXT TO ADJACENT PROPERTIES, WHERE DIFFERENCES EXCEED ONE (1) FOOT IN ELEVATION, SHALL CONFORM TO CITY STANDARD OR A RECORDED SLOPE EASEMENT FROM ADJOINING PROPERTY OWNERS AFFECTED SHALL BE PROVIDED. DIFFERENCES IN ELEVATION LESS THAN ONE (1) FOOT SHALL REQUIRE, AT A MINIMUM, A RETAINING BOARD (1"x12") MADE OF REDWOOD OR APPROVED EQUAL, TO BE USED TO RETAIN ALL SOIL ON THE PROPERTY BEING DEVELOPED OR ADJACENT TO THE DEVELOPMENT DEPENDING ON WHICH PROPERTY HAS HIGHER GRADES.
13. ANY RETAINING WALL AND/OR FENCE CONSTRUCTED WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE OF A MASONRY DESIGN AND CONSTRUCTION. A BUILDING PERMIT WILL BE REQUIRED FOR ANY RETAINING WALL/FENCE, BLOCK WALL OR WOOD FENCE TO BE CONSTRUCTED.
14. THE GRADING CONTRACTOR SHALL REMOVE ALL ORGANIC MATTER, DEBRIS, AND OTHER DELETERIOUS MATERIAL FROM THE SITE.
15. ESTIMATED EARTHWORK QUANTITIES FOR PREFABRICATED BATHROOM PAD:

    EXCAVATION 11 C.Y.

    ENBANKMENT 95 C.Y.
    FOR PERMIT PURPOSES ONLY
16. ALL FILL TO BE COMPACTED TO A MINIMUM OF 90% RELATIVE COMPACTION, INCLUDING UNDER SIDEWALKS, PAVEMENT AREAS, CURBS AND VALLEY GUTTERS SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION, PER ASTM-D1557-91.
17. PROVIDE COMPACTION REPORTS PREPARED BY AN APPROVED TESTING AGENCY FOR ALL LOOSE FILLS, PAVEMENT SECTIONS, TRENCH BACKFILL, AND RETAINING WALL BACKFILLS.
18. THE OWNER ACKNOWLEDGES THE CITY'S APPROVAL OF THIS GRADING PLAN DOES NOT EXPRESS OR IMPLY THE SITE IS FREE OF CONTAMINANTS OR HAZARDOUS MATERIALS OR THAT THE CITY IS RESPONSIBLE OR LIABLE, IN ANY WAY, FOR THE CLEANUP OF THIS SITE.
19. THE CITY SHALL BE PROVIDED WITH AN "AS-GRADED" PLAN, CERTIFIED BY A REGISTERED ENGINEER PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT. A "HOLD ON OCCUPANCY" WILL BE IN EFFECT UNTIL SUCH TIME AS THIS DEVELOPMENT IS CERTIFIED "AS GRADED" BY THE ENGINEER OF RECORD.
20. THIS GRADING PLAN IS FOR APPROVAL OF ON-SITE ELEVATIONS ONLY. THE ELEVATIONS SHOWN WITHIN THE PUBLIC RIGHT-OF-WAY REQUIRE SEPARATE PUBLIC WORKS DEPARTMENT APPROVAL & PERMIT. ANY NOTES THAT APPLY TO THE PUBLIC RIGHT-OF-WAY ARE FOR REFERENCE ONLY. IF ON-SITE ELEVATIONS SHOWN DO NOT COINCIDE WITH APPROVED STREET PLANS, AN APPROVED AMENDMENT IS REQUIRED.
21. REPAIR ALL DAMAGED AND/OR OFF-GRADE CONCRETE STREET IMPROVEMENTS AS DETERMINED BY THE CONSTRUCTION MANAGEMENT ENGINEER PRIOR TO OCCUPANCY.
22. GRADING AND FILLING WILL NOT ALTER OR DIVERT EXISTING DRAINAGE PATTERNS ON ADJACENT PROPERTY AND WILL NOT CAUSE DRAINAGE TO OCCUR TOWARD ANY EXISTING BUILDING(S). ALL SITE GRADING SHALL COMPLY WITH THE 2022 CALIFORNIA BUILDING CODE.
23. ALL EXISTING OVERHEAD AND/OR ANY NEW UTILITY FACILITIES LOCATED ONSITE OR WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE UNDERGROUND UNLESS OTHERWISE APPROVED BY THE CIVIL ENGINEER IN WRITING.
24. ALL REQUIRED RETAINING WALLS AND BLOCK WALLS WILL NEED TO BE FINALIZED BEFORE AS-GRADE CAN BE APPROVED.
25. RECOMMENDATIONS AS OUTLINED IN SOILS REPORT PREPARED BY KRAZAN & ASSOCIATES, INC. PROPOSAL NO. P168-25, DATED FEBRUARY 26, 2025, SHALL BECOME REQUIREMENT FOR SITE PREPARATION, GRADING AND DEVELOPMENT.

GEOTECHNICAL REPORT NOTES:

1. THE FOLLOWING GEOTECHNICAL REPORT FOR THE SITE SHALL BE CONSIDERED PART OF THESE CONSTRUCTION DOCUMENTS:

   GEOTECHNICAL ENGINEERING INVESTIGATION
   KRAZAN & ASSOCIATES, INC.
   PROPOSAL NO. P168-25
   DATE: FEBRUARY 26, 2025
   KRAZAN & ASSOCIATES, INC.
   215 W. DAKOTA AVENUE
   CLOVIS, CALIFORNIA 93612

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL PROVISIONS OF THE SOILS REPORT FOR THE SITE BE OBSERVED AND COMPLIED WITH DURING ALL PHASES OF THE SITE PREPARATION, GRADING OPERATIONS, FOUNDATION, SLAB, AND PAVING CONSTRUCTION.
3. ANY PROVISIONS OF THE SOILS REPORT WHICH CONFLICT WITH INFORMATION SHOWN ELSEWHERE ON THESE DRAWINGS, OR WHICH REQUIRE FURTHER CLARIFICATION, SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER FOR DETERMINATION.
4. A REPRESENTATIVE OF THE SOILS ENGINEER SHALL BE AVAILABLE TO OBSERVE AND APPROVE THE EARTHWORK OPERATIONS AND TO VERIFY FIELD CONDITIONS AS WORK PROCEEDS. THE SOILS ENGINEER SHALL SUBMIT FIELD REPORTS CERTIFYING THAT THE METHODS AND MATERIALS OF THE EARTHWORK OPERATIONS WERE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE SOILS INVESTIGATION AND THAT THE WORK WAS PERFORMED TO HIS/HER SATISFACTION.
5. THE SOILS ENGINEER SHOULD BE NOTIFIED AT LEAST (5) WORKING DAYS PRIOR TO ANY SITE CLEARING OR GRADING.

APPROVED BY:

JOSHUA ROGERS, PE — DATE

MARINA COAST WATER DISTRICT — DATE

CITY ENGINEER, CITY OF MARINA — DATE

Ref. & Rev.

Yamabe & Horn Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL: (559) 244-3123 WEBSITE: YANDHENGR.COM

REGISTERED PROFESSIONAL ENGINEER
JOSHUA DAVID ROGERS
No. 66898
CIVIL
STATE OF CALIFORNIA

PROJECT TITLE: CITY OF MARINA
WINDY HILL PARK IMPROVEMENTS - 3240 DE FOREST ROAD

SHEET DESCRIPTION: COVER SHEET

Dr. By: SN
Ch. By: AM
Date: 05/06/2026
Scale: As Noted
YH Job No. 25-174
Sheet No. C1
of 17 Sheets

Plot By: Aaron Martinez Plot Date: 5/6/2026 File Location: I:\2025\25-174\Eng\Improvements\City Plans\25-174_Cover Sheet.dwg

May 14, 2026 Item No: **10f(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 2, 2026

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2026-, 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, ACCEPTING A SUBSTITUTE PERFORMANCE BOND SECURITY OF $1,261,100 FOR REMAINING PUNCH LIST ITEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELEASE AGREEMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

REQUEST:

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

1. 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,
2. Accepting a substitute performance bond security of $1,261,100 for the remaining punch list items, and;
3. Authorizing the City Manager to execute the release agreements on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of May 20, 2025, the City Council adopted Resolutions No. 2025-42, approving the Public Improvement Agreement between City of Marina (City) and Marina Station Phase 1 and 2, LLC, (Developer), to construct public improvements in the Marina Station Phase 1 and 2 area. The Contracting Parties, as required by the Public Improvement Agreement, filed with the City Clerk performance bonds in the combined amount of $12,611,000 to guarantee completion of public improvements within Phases 1 and 2 as described in the Agreements (**"EXHIBIT A"**).

ANALYSIS:

On May 14, 2026, City staff received a written request from the Developer to reduce the performance bond by 90% and accept a substitute performance bond of 10% of the original bond amount for remaining punch list items **("EXHIBIT B")**. The Agreement with the Developer does not require acceptance prior to 100% completion. Government Code §66499.7 permits the Developer to seek a partial release of its performance bond following verified satisfactory completion of at least 80% of the work. A partial release of performance security does not operate as an acceptance of the completed improvements and the risk of loss and responsibility for maintenance remains with the Developer until acceptance.

The Public Improvement Agreement with the Developer provide for security in the form of a performance bond in the total amount of the contract price (for this agreement, the total price is $1,261,100). There is a one-year warranty period following acceptance for which the performance bond may serve as security or, alternatively, the developer may substitute a warranty bond in the amount of 10% of the total contract price.

Staff has confirmed that a substantial portion representing 90% of the public improvements has been completed in accordance with documentation submitted by the Developer and in conformance with the approved Improvement Plans (see **"EXHIBIT C"**). The remaining punch list items include site striping and signage, and staff is assured that these improvements will be completed for final acceptance of all improvements.

The Developer shall provide substitute security in the amount of $1,261,100 in place of the original $12,611,000 in performance security. The Developer shall provide an updated Title Report that shows that the bonds to be released are unencumbered by mechanical lien claims prior to the City issuing its bond reduction letter to the Developer's Bonding Company.

FISCAL IMPACT:
There is no fiscal impact as City inspections have shown approximately $11,349,900 in improvements have been completed per approved plans and any failure to complete the public improvements is covered by the substitute security in the amount of $1,261,100.

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
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 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, ACCEPTING A SUBSTITUTE PERFORMANCE BOND SECURITY OF $1,261,100 FOR REMAINING PUNCH LIST ITEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELEASE AGREEMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regular meeting of May 20, 2025, the City Council adopted Resolutions No. 2025-42, approving the Public Improvement Agreement between City of Marina (City) and Marina Station Phase 1 and 2, LLC, (Developer), to construct public improvements in the Marina Station Phase 1 and 2 area. The Contracting Parties, as required by the Public Improvement Agreement, filed with the City Clerk performance bonds in the combined amount of $12,611,000 to guarantee completion of public improvements within Phases 1 and 2 as described in the Agreements (**"EXHIBIT A"**), and;

WHEREAS, on May 14, 2026, City staff received a written request from the Developer to reduce the performance bond by 90% and accept a substitute performance bond of 10% of the original bond amount for remaining punch list items **("EXHIBIT B")**. The Agreement with the Developer does not require acceptance prior to 100% completion. Government Code §66499.7 permits the Developer to seek a partial release of its performance bond following verified satisfactory completion of at least 80% of the work. A partial release of performance security does not operate as an acceptance of the completed improvements and the risk of loss and responsibility for maintenance remains with the Developer until acceptance, and;

WHEREAS, the Public Improvement Agreements with the Developer provide for security in the form of a performance bond in the total amount of the contract price (for this agreement, the total price is $1,261,100). There is a one-year warranty period following acceptance for which the performance bond may serve as security or, alternatively, the developer may substitute a warranty bond in the amount of 10% of the total contract price, and;

WHEREAS, staff has confirmed that a substantial portion representing 90% of the public improvements has been completed in accordance with documentation submitted by the Developer and in conformance with the approved Improvement Plans (see **"EXHIBIT C"**). The remaining punch list items include site striping and signage, and staff is assured that these improvements will be completed for final acceptance of all improvements, and;

WHEREAS, the Developer shall provide substitute security in the amount of $1,261,100 in place of the original $1,261,100 in performance security. The Developer shall provide an updated Title Report that shows that the bonds to be released are unencumbered by mechanical lien claims prior to the City issuing its bond reduction letter to the Developer's Bonding Company, and;

WHEREAS, there is no fiscal impact as City inspections have shown approximately $1,261,100 in improvements has been completed per approved plans and any failure to complete the public improvements is covered by the substitute security in the amount of $1,261,100, 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. Approve 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,
2. Accept a substitute performance bond security of $1,261,100 for the remaining punch list items, and;
3. Authorize the City Manager to execute the release agreements on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 2nd 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

Recording requested by and when
when recorded, return to:

City of Marina
211 Hillcrest Avenue
Marina, CA 93933
Attn: Public Works Director

Exempt from recording fee, per
Government Code Section 6103

APN:175-011-038-000 (PORTION)

PUBLIC IMPROVEMENT AGREEMENT FOR IMPROVEMENT OF STREETS, INSTALLATION OF SIDEWALKS, LANDSCAPING, STREET LIGHTS AND OTHER PUBLIC WORKS FACILITIES

–LEGAL DESCRIPTION OF DEVELOPMENT ATTACHED AS EXHIBIT A –

This Public Agreement for Improvement of Streets, Installation of Sidewalks, Landscaping, Street Lights and Other Public Works Facilities (the "Agreement") is made and entered into this 22nd day of May, 2025, by and between the City of Marina, herein called the "City," a municipal corporation, and Marina Station Phases I and 2 LLC, a Delaware limited liability company, a real property owner and developer, herein called the "Developer." City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

Recitals

A. Developer has presented to CITY for approval a plan of development Phases I & II of the Marina Station Specific Plan and Tentative Map (Res. 2008-45)(the "Development") located at northern property boundary of the City of Marina, Marina, California (the "Property") within the City, pursuant to provisions of the City's ordinances and regulations relating to development approval.

B. Marina City Code Section 16.06.090 sets forth that improvements may include paving; gutter; curb; sidewalks; raised medians; street lights; street trees; landscaping; street signs; street barricades, walls and fences (the "Improvements") necessary along the frontage of the Property as described and shown on Off-Improvement Plan Sheet(s) (the "Improvement Plans"). Completion of all improvements in accordance with the Improvement Plans shall be completed prior to final inspection.

C. The Development has been approved, subject to the requirements and conditions on file in the Office of the Director of Public Works and incorporated into this Agreement by reference.

D. The City has certain responsibilities for maintenance and operation of certain Improvements, utilities and public service facilities after acceptance by City, and the City agrees to discharge those responsibilities following its acceptance of the Improvements.

E. In consideration of the approval of the Development, Developer desires to enter into this Agreement, whereby Developer promises to install and complete, at Developer's own expense, all the public improvement work required by City in connection with the Development. Developer has secured this Agreement by improvement security required by the City and approved by the City Attorney

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. Performance by Developer of this Agreement shall not be construed to vest Developer's rights with respect to any change in any zoning or building law or ordinance.

Developer has been alerted to the requirements of California Labor Code section 1770 et seq. which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for the work required by this Agreement.

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 grant to the City or other entities entitled thereto, 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 street improvements to said real property may be extended; however, City shall not be obligated to accept any such easement or right-of-way.

c. 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 negligence or intentional acts of the City or any of its officials, boards or commissions or members thereof, agents or employees. City shall not be responsible for the design or construction of the Property or 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 of the Improvements. After acceptance, City shall be obligated for the routine maintenance of all Improvements but, Developer shall remain obligated to eliminate any defect in design or dangerous condition caused by any design or construction defect. Provisions of this Section shall remain in full force and effect for 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, or have constructed and improved at its own cost, expense and liability, all public works facilities and other improvements described in the Improvement Plans submitted to the City in furtherance of this Agreement on file with the City. To obtain, prior to commencing work all necessary permits and licenses and to give all incidental notices required for the lawful construction of the Improvements. If during the course of construction and installation of the Improvements, it is determined that the

public interest requires alterations to the Improvements, Developer shall undertake such design and construction changes as may be reasonably required by 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 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 Improvements to guarantee Developer's performance of this Agreement.

e. The Faithful Performance Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the 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 after completion of the Improvements by the Developer and approval of the Improvements by the City, 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 hereinafter 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.

f. The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the 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 person that has a lien right pursuant to 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 person that has a lien right pursuant to 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.

g. For purpose of this Agreement, the term "approval of the Improvements by the City" means Developer has complied with Government Code §66499.7(b)-(e).

h. For purposes of the term "acceptance of the work" or "acceptance of all work" as set forth in Government Code §66499.7, as it relates solely to the performance bond and payment bond (and not as it relates to the general acceptance by the City for purposes of shifting maintenance obligations), shall mean that the Improvements are approved as complete by the City.

i. Developer shall file with the Recorder's Office of the County of Monterey a notice of completion of the Improvements in accordance with California Civil Code section 3093.

j. 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.

k. Any use by any person of the Improvements or any portion thereof, shall be at the sole and exclusive risk of Developer prior to City's acceptance of the Improvements. At all times during the term of this Agreement and until the Improvements constructed by Developer are accepted by City, Developer shall, at no cost to City obtain and maintain (1) 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; (2) workers' compensation insurance as required by law; and (3) broad form "Builder's Risk" property damage insurance limits of not less than 100% of the estimated value of the 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).

l. Developer shall provide thirty (30) days written notice to City prior to termination, cancellation or modification. The insurance specified in (e) above shall (i) name City as additional insured, (ii) name City as a loss payee, and (iii) provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Developer or Developer's contractors or subcontractors and shall be endorsed to waive all rights to recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an occurrence basis and not on a claims made basis and

shall be issued by insurance companies acceptable to City. Prior to commencing any work pursuant this Agreement, 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. Not later than 30 days prior to policy expiration date on the current certificate of insurance, the Developer shall deliver to the City a new and updated certificate of insurance evidencing all required coverage remains in place.

m. Developer or its contractor(s) shall procure and maintain workers' compensation insurance with limits required by the California Labor Code and employer's liability insurance with limits of not less than $1,000,000 per occurrence at all times during which the insured retains employees.

n. Developer shall pay to the City all fees, taxes and assessment imposed in connection with the Development and inspection of the Improvements including, but not limited to, plan check, design review, engineering, inspection, and other service fees and any impact of connection fees. These fees must be paid in full prior to the City's acceptance of the Improvements. The fees referred to above are not necessarily the only City fees, charges or other costs that have been, or will be, imposed on the Project and its development, and this Agreement shall in no way exonerate or relive the Developer from paying such other applicable fees, charges and/or costs.

SECTION 3

An estimate of the cost for construction of the Improvements and performing land development work in connection with the 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 Twelve Million Six Hundred and Eleven Thousand Dollars ($12,611,000). 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 construction of the Improvements required by this Agreement within the time period set forth in the Schedule of Performance attached hereto as **Schedule 1** and incorporated herein by this reference (the "Schedule of Performance") between City and Developer, as the Schedule of Performance may be subsequently amended in writing. 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 agrees if it becomes necessary to allow Developer, by a prior writing signed by the Public Works Director, to keep streets closed to public traffic until the Improvements are accepted by the City and the bonds are released.

Improvement security shall be released or reduced in the following manner:

a. 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 after completion of the Improvements by the Developer and approval of the Improvements by the City, 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 hereinafter 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.

b. The Payment Bond providing security for payment to the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the Improvements shall, six months after the completion and approval of the Improvements by the City, be reduced to an amount not less than the total of all claims on which an action has been filed and notice thereof given in writing to the City Council, and if there are no actions filed, the improvement security shall be released in full. City expressly may require the surety not to release the amount of security deemed reasonably necessary by the City to assure payment of reasonable expenses and fees, including reasonable attorney's fees

c. If the Improvements are constructed in phases, then the City agrees to allow partial releases of the performance and payment bonds for each completed phase provided (i) Developer has complied Government Code §66499.7(b)-(e) for each phase for which a partial release is sought, and (ii) Developer delivers to City warranty bonds for the portion of work completed and being released, which warranty bonds shall continue for a period of one year from and after the date which the City accepts the Improvements.

SECTION 5

City shall not be responsible or liable for the maintenance or care of the Improvements until City approves and accepts them. City shall exercise no control over the Improvements until accepted by City. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the improvements. Developer shall maintain all the improvements in a state of good repair until they are completed by Developer and approved and accepted by the City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of

pavement, curbs, gutters, sidewalks, signals, parkways,; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing and maintaining in a good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance.

SECTION 6

a) Default of Developer shall include, but not be limited to: (1) failure to timely commence construction of the Improvements; (2) failure to complete construction of the Improvements within the time limitations set forth in the Schedule of Performance; (3) failure to timely cure any defect of the Improvements; (4) failure to perform substantial construction work for a period of sixty calendar days after commencement of the work; (5) 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; (6) commencement of a foreclosure action against the project or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or (7) 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' of City's written notice of such default, or if the default may not reasonably be cured within such time period, if it commences to cure within thirty 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 of architects, engineers, attorneys, other professionals and court costs. In such event, City, without liability for doing so, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to 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 7

That the following General Stipulations and any attached stipulations shall be completed, subject to the approval of the Public Works Director.

1. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.

2. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is complete with a minimum interruption of traffic.

3. All work within the public right-of-way shall be subject to the approval of the Public Works Director or his or her designee.

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

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

6. The Developer shall provide to the City of Marina electronic copy of the "as built" and Improvement Plans as an AutoCAD drawing file (DWG format, latest AutoCAD edition).

7. Any reimbursements due 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.

9. Prior to the acceptance of any dedications or Improvements by City, Developer shall certify and warrant that neither the property to be dedicated nor Developer is in violation of any environmental law and neither the property to be dedicated nor the Developer is subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither Developer nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. Developer has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous

substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. Developer's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Developer shall give prompt written notice to City at the address set forth herein of: (i) Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated; (ii) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and, (iii) Developer's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which is it is intended, transferability or suit under any environmental law.

SECTION 8

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.

SECTION 9

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 10

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

SECTION 11

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 12

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 Improvements and payment to the City by the Developer for the cost of all inspections. Such acceptance shall not constitute a waiver of defects by City. The City shall recover all inspection

costs.

SECTION 13

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 14

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 15

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 16

Time is of the essence of this Agreement.

SECTION 17

This Agreement constitutes 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 18

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.

SECTION 19

The Parties hereby mutually agree that neither this Agreement, nor any other related entitlement, permit or approval issued by the City for the Development shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developers contractors and subcontractors are exclusively and solely under the control and dominion of Developer, Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of the City.

SECTION 20

All notices, demands, invoices and written determinations shall be in writing and delivered to the following addresses, or such other addresses as the Parties may designate by written notice:

City of Marina
Attn: Public Works Director

211 Hillcrest Avenue
Marina, CA 93901

Developer
Marina Station Phases 1 and 2, LLC
Attn: Dustin Bogue
5671 Santa Teresa Blvd., Suite 200
San Jose, Ca 95123

SECTION 21

This Agreement shall be construed with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate State court in the County of Monterey, California.

SECTION 22

This Agreement may be executed in counterpart originals, which taken together shall constitute one and the same instrument.

(signatures contained on following page)

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

ATTEST:

Anita Shepherd-Sharp
Deputy City Clerk

CITY OF MARINA

Layne Long
City Manager
Date: 5/22/25

APPROVED AS TO FORM:

City Attorney

Marina Station Phases I and 2 LLC
Developer

By:
Name: DUSTIN BOGUE
Title: AUTHORIZED SIGNATORY
Date: 4.28.25

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 Santa Clara

On April 28, 2025, before me, Julie Atwood, Notary Public, personally appeared Dustin Bogue, 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.

Signature Julie Atwood

JULIE ATWOOD
Notary Public - California
Santa Clara County
Commission # 2462707
My Comm. Expires Oct 8, 2027

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 Monterey

On May 22, 2025, before me, Anita Shepherd-Sharp, Notary Public, personally appeared Layne Long, 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.

Signature Anita Shepherd-Sharp

ANITA SHEPHERD-SHARP
Notary Public - California
Monterey County
Commission # 2412708
My Comm. Expires Sep 6, 2026

SCHEDULE 1

SCHEDULE OF PERFORMANCE

Schedule 1

Schedule of Performance Marina Station Phases 1 and 2

Project Milestones	Responsible Party	SOP	Bond
Approval of Final Map	City	July, 2025	
Approval of Park 6 Construction Documents	City	July, 2025	
Completion of Horizontal Improvements Through Pave	Marina Station Phases 1 and 2 LLC	Nov, 2026	Public improvements partial bond release
Completion of Park 6 (City Park)	Marina Station Phases 1 and 2 LLC	July, 2027	Park acceptance and park bond release. To be replaced by warranty bond.
Horizontal Completion Less Sidewalks and Landscape adjacent to homes. Sidewalk and parkway landscape adjacent to homes to be completed with vertical construction.	Marina Station Phases 1 and 2 LLC	July, 2027	Public improvements partial bond release

EXHIBIT A

LEGAL DESCRIPTION – MARINA STATION PHASES 1 & 2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MARINA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A AS SHOWN ON THE PARCEL MAP, MARINA STATION PHASE 1 & 2 FILED FOR RECORD ON OCTOBER 21, 2024 IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 36, OFFICIAL RECORDS OF MONTEREY COUNTY.

EXCEPTING THEREFROM, AN UNDIVIDED 18.933088% INTEREST IN AND TO ALL MINERALS, COALS, OILS, PETROLEUM, GAS AND KINDRED SUBSTANCES UNDER AND IN SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY OF THE SURFACE THEREOF, BUT WITH THE RIGHT HOWEVER, TO DRILL IN, THROUGH OR UNDER SAID LAND OR TO EXPLORE, DEVELOP, OR TAKE ALL MINERALS, COALS, OILS, PETROLEUM, GAS AND OTHER KINDRED SUBSTANCES IN AND FROM SAID LAND, ALL SUCH OPERATIONS TO BE CONDUCTED ONLY BELOW A DEPTH OF FIVE HUNDRED FEET BELOW THE SURFACE THEREOF, AS EXCEPTED IN THE DEED FROM CROCKER NATIONAL BANK, AS TRUSTEE, DATED DECEMBER 8, 1979 AND RECORDED MARCH 21, 1979 IN REEL 1316, PAGE 1165, OF OFFICIAL RECORDS.

APN: 175-011-038-000 (PORTION)

EXHIBIT B TO STAFF REPORT

Whitson ENGINEERS

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

Jon Ingraham
THIRD MILLENNIUM PARTNERS

May 14, 2026

Re: Marina Station Phase 1-2
Project Completeness Summary

Per your request, a site visit was performed at Marina Station Phase 1-2 to evaluate the status of subdivision improvements in relation to the Delta 3 revision to the Phase 1-2 Improvement Plans by Whitson Engineers, dated 9/4/2024. We found that the Phase 1-2 subdivision improvements to be substantially complete with the following items remaining:

- Completion of minor Signing and Striping items is in progress
- Completion of sidewalks at lot frontages is on-going with home construction
- Bioretention Basin fine-grading and soil mix is in progress
- Minor punch list items expected to be identified by City

The current Phase 1-2 performance bond amount is $12,611,000 and we concur that a 90% performance bond reduction would provide ample remaining security to complete the phase ($1,261,100)

Sincerely,
Whitson Engineers

Andrew Hunter PE | Principal
RCE 67730

EXHIBIT C TO STAFF REPORT

MARINA STATION
PHASE 1 & 2
MARINA, CALIFORNIA
IMPROVEMENT PLANS

PROJECT TEAM

APPLICANT/ DEVELOPER	THIRD MILLENNIUM PARTNERS, LLC 5671 SANTA TERESA BLVD. SUITE 216 SAN JOSE, CA 95123 TERRY SECOR (559) 302-8427
CIVIL ENGINEER	WHITSON ENGINEERS 6 HARRIS COURT MONTEREY, CA 93940 ANDREW HUNTER, RCE 67730 (831) 649-5225
GEOTECHNICAL ENGINEER	QUANTUM GEOTECHNICAL INC. 1110 BURNETT AVENUE SUITE B CONCORD, CA 94520 SIMON MAKDESSI, PE, GE, QSD 788-2751(925)

BENCHMARK NOTES

1. SURVEY CONTROL COORDINATES ARE RELATIVE TO A GROUND-BASED APPROXIMATION OF THE CALIFORNIA COORDINATE SYSTEM, NAD83 ZONE IV. COORDINATES HAVE BEEN SCALED TO GROUND BY APPLYING AN AVERAGE COMBINED SCALE FACTOR OF 1.0000557358 ABOUT CONTROL POINT #219. BEARINGS SHOWN ARE TRUE GRID BEARINGS PER THE CALIFORNIA COORDINATE SYSTEM.
2. ELEVATIONS ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), ESTABLISHED USING STATIC GPS SURVEYING METHODS AND A LEAST-SQUARES NETWORK ADJUSTMENT IN OCTOBER 2019. THREE BENCHMARKS WITH NAVD88 ELEVATIONS PUBLISHED BY THE NATIONAL GEODETIC SURVEY AND/OR THE CALIFORNIA SPATIAL REFERENCE CENTER WERE INCLUDED IN THE GPS NETWORK: NGS PID'S GU4263 ("HPGN CA 05 13"), GU3881("BORONDA") AND GU4107 ("T 1448").
3. AN ESTABLISHED NAVD88 ELEVATION OF 91.71' FOR A "MAG" NAIL AND WASHER STAMPED "WHITSON ENGINEERS" IN AC PAVEMENT AT THE BEND / INTERSECTION OF QUEBRADA DEL MAR AND TALLMON STREET, DESIGNATED POINT NUMBER 215, SHOWN ON THIS SHEET, IS THE LOCAL SITE BENCHMARK.



SITE PLAN

SCALE: 1" = 250'

REVISION LOG					
NO.	DATE	DESCRIPTION	SHEETS	CITY	MCWD

Applicable Plan Sheets Approved by Marina Coast Water District (MCWD)

Garrett Haertel, PE District Engineer — Date: 11/15/24

The following Plans have been reviewed for consistency with the MCWD Standards. The Project's tentative Map and Approved Project Conditions with the exception of those requirements waived, reviewed, and/or modified by MCWD or other Consultants' review of these Plans Does Not release the Developer or the Engineer of the responsibility for correction of mistakes, errors or omissions contained therein.

MARINA COAST WATER DISTRICT
11 RESERVATION ROAD
MARINA, CA 93933
(831) 384-6131

APPROVED FOR CONSTRUCTION: GARRETT HAERTEL, P.E. 72403, DISTRICT ENGINEER — DATE: 11/15/2024

APPROVED FOR CONSTRUCTION

NOURDIN KHAYATA, P.E. 52446
INTERIM PUBLIC WORKS DIRECTOR — DATE: 11/21/2024

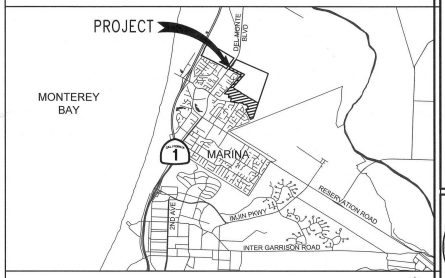
REVIEWED BY: — DATE: 11/7/2024

THE GEOTECHNICAL ASPECTS OF THE IMPROVEMENT PLANS HAVE BEEN REVIEWED FOR SUBSTANTIAL CONFORMANCE WITH THE INTENT OF THE RECOMMENDATIONS CONTAINED IN THE GEOTECHNICAL EXPLORATION REPORT.

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

0 1 2 INCHES 3

LOCATION MAP



NOT TO SCALE — NORTH

LEGEND

DESCRIPTION	PROPOSED	EXISTING
SUBDIVISION BOUNDARY		
LOT LINE		
RIGHT-OF-WAY		
CENTER LINE		
EASEMENT LINE		
HINGE LINE/TOP SLOPE		
TOE SLOPE		
GRADE BREAK		
SAWCUT LIMIT		
GUTTER FLOWLINE		
EARTH DITCH		
CONCRETE V-DITCH		
CURB AND GUTTER		
SIDEWALK		
DRIVEWAY CURB CUT		
CURB RAMP		
DOMESTIC WATER MAIN	W	W
SANITARY SEWER	SS	SS
STORM DRAIN	SD	SD
STORM MANHOLE		
STANDARD CURB INLET		
STORM DRAIN FIELD INLET		
STORM DRAIN OUTFALL PROTECTION		

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
ARV	AIR RELEASE VALVE
B	BUBBLER
BC	BEGINNING OF CURVE
BEG	BEGIN
BFP	BACK FLOW PREVENTER
BO	BLOW OFF VALVE
BOW, BW	BACK OF WALK
BRP	BIORETENTION POND
BWV	BACK WATER VALVE
(C)	COMMERCIAL
CATV	CABLE TELEVISION
CB	CATCH BASIN
CG&S	CURB, GUTTER & SIDEWALK
CL	CENTERLINE
CO	CLEAN OUT
CONC	CONCRETE
CR	CROWN
DI	DROP INLET/DITCH INLET
DL	DRIVEWAY LIP
DW	DRIVEWAY
EC	END OF CURVE
EM	EASEMENT
EP	EDGE OF PAVEMENT
ER	END OF RETURN
EX, EXIST, (E)	EXISTING
(F)	FUTURE
FC	FACE OF CURB
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FUT	FUTURE
GB	GRADE BREAK
GND	GROUND
GR	GRATE
HGL	HYDRAULIC GRADE LINE
HL	HINGE LINE
HP	HIGH POINT
IE	INGRESS AND EGRESS EASEMENT
IEUE	INGRESS AND EGRESS UTILITY ESMT
IM	IRRIGATION METER
INV	INVERT
IS	IRRIGATION SLEEVE
JMH	JUNCTION MANHOLE
L	LENGTH
LAG	LOWEST ADJACENT GRADE
LCD	LANE CURB DRAIN
LL	LOT LINE
LP	LOW POINT
LS	LANDSCAPE
LT	LEFT
MAX	MAXIMUM
MID	MIDDLE
MIN	MINIMUM
NE	NORTHEAST
NW	NORTHWEST
OB	OVERBUILD
OH	OVERHEAD ELECTRIC
(P)	PROPOSED
P	PAD
PCC	PORTLAND CEMENT CONCRETE
PFF	PORCH FINISH FLOOR
PIP	PROTECT IN PLACE
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVE
PRI	PRIMARY RISER OVERFLOW STRUCTURE
PT	POINT OF TANGENT
PSE	PUBLIC SERVICES EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RET	RETAINING
RT	RIGHT
R/W	RIGHT OF WAY
SC	SAW CUT
SDMH	STORM DRAIN MANHOLE
SE	SOUTHEAST
SHT	SHEET
SO	SIDE OPENING
SRI	SECONDARY RISER OVERFLOW STRUCTURE
SS	SANITARY SEWER
SSMH	SANITARY SEWER MANHOLE
STA	STATION
STD	STANDARD
SW	SOUTHWEST
S/W	SIDEWALK
TB	TOP OF BANK
TBC	TOP OF BAND CURB
TC	TOP OF CURB
TCD	TOP CURB DRAIN
TI	TRAFFIC INDEX
TRC	TOP OF ROLLED CURB
TW	TOP OF WALL
TYP	TYPICAL
UG	UNDERGROUND GAS
UT	UNDERGROUND TELEPHONE
W	WATER
WQ	WATER QUALITY
WSE	WATER SURFACE ELEVATION
WV	WATER VALVE
XJT	EXISTING JOINT TRENCH

INDEX OF SHEETS

SHEET	DESCRIPTION
1	COVER SHEET
2	IMPROVEMENT PLAN NOTES
3	SHEET INDEX – STREETS
4	SHEET INDEX – LANES
5	UTILITY SPECIFICATIONS, QUANTITIES & SCHEDULES
6-8	IMPROVEMENT PLAN DETAILS & UTILITY DETAILS
9-10	IMPROVEMENT PLAN DETAILS
11	STREET SECTIONS
12-19	STORMWATER CHAMBER TYPICAL DETAILS
20-21	MCWD STANDARD WATER DETAILS
22	MCWD STANDARD SANITARY SEWER DETAILS
23-27	UTILITY SYSTEM MAPS
28-70	PLAN & PROFILES – STREETS
71-92	PLAN & PROFILES – LANES
93-94	PLAN & PROFILES – PASEOS
95-102	CURB RETURN PROFILES
103	ROUNDABOUT FINE GRADING
104	PLAN & PROFILE – DEL MONTE BLVD
105-109	SIGNING AND STRIPING PLAN & DETAILS

WDID No.: 3 27C402090
RISK LEVEL: 2

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

PROFESSIONAL ENGINEER ANDREW P. HUNTER No. 67730 CIVIL STATE OF CALIFORNIA

SUBMITTAL / REVISION			
APPROVED PLANS	9/4/2024	APH	#3

MARINA STATION - PHASE 1 & 2
IMPROVEMENT PLANS
MARINA, CALIFORNIA
APN 175-011-038

COVER SHEET
SITE PLAN, VICINITY MAP, INDEX, LEGEND, NOTES

SCALE:	1" = 250'
DRAWN:	APH
JOB No.:	4105.02

SHEET 231 OF 109

May 27, 2026 Item No. **10f(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 2, 2026

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2026-, DENYING THE REQUEST BY KRIS CAMERON ON BEHALF OF FOGTOWN FAMILY CAR CLUB TO USE THE CITY OF MARINA LOGO AND DIRECTING STAFF TO EXPLORE POTENTIAL FUTURE PARTNERSHIP OPPORTUNITIES WITH THE APPLICANT

RECOMMENDATION:
It is recommended that the City Council:

1. Consider adopting Resolution No. 2026-, denying the request submitted by Kris Cameron on behalf of the Fogtown Family Car Club to use the City of Marina logo (current shield and/or prior 1975 badge) on club apparel, signage, promotional materials, and as a component of a privately-registered trademark; and

2. Direct staff to notify the applicant of the Council's action and to explore other opportunities through which a limited, event-specific logo use could be considered consistent with the Citywide Public Sign and Identity Program.

BACKGROUND:
In or around September 2025, the City received a Permit Application for the Use of the City of Marina Logo from Mr. Kris Cameron, founder of the Fogtown Family Car Club. See **EXHIBIT A**. The applicant proposes to incorporate the City's prior 1975-era logo ("Old City Logo") into the Club's own logo, which the applicant intends to register as a federal trademark, and to apply the combined mark to Club apparel, vehicle decals, banners, signage, and event materials. In the application narrative, the applicant identifies the following intended benefits to the City: (i) advertisement of Marina through Club travel to neighboring cities, counties, and other states; (ii) attraction of tourism and potential new residents; and (iii) plans to support the community through fundraising for local charities, volunteer work, and support of local businesses and community members. The Club's proposed combined logo and a copy of the application are attached as Exhibit A. On March 23, 2026, the applicant sent a follow-up email to City Attorney requesting an update on the status of the request and indicating willingness to enter into a legal agreement on terms set by the Council. See **EXHIBIT B**. In that email, the applicant expressly confirmed his intent to register the combined mark as a trademark, stating: "At the moment I am unable to trademark the club logo until I have the written permission to use the old city badge."

The use of the City of Marina logo and seal is governed by the Citywide Public Sign and Identity Program Guidelines, adopted by the City Council on October 7, 2008, by Resolution No. 2008-205. The Guidelines provide that "use, reproduction, or storage of artwork or materials specified in this manual is prohibited without the express written consent of the City of Marina." The current City logo and Official City Seal are protected works registered with the United States Copyright Office (Reg. Nos. VA 1-692-471 and VA 1-692-474, effective November 17, 2009), with the City of Marina named as copyright claimant. The City's prior 1975-era logo, although not separately registered with the Copyright Office, remains City property and has been treated by the City Council, since at least 1997, as subject to the same Permit Application process as the current logo.

The City has also maintained a standing Permit Application process, under which organizations, or individuals seeking to use the City logo must complete a written application and obtain Council approval prior to use.

ANALYSIS:

Consistency with Past Council Approvals.

Since the Permit Application process was established, the Council has granted logo-use authorization on a limited basis to organizations whose activities provide a clear and demonstrated benefit to the City of Marina or its residents. A review of prior approvals reflects a consistent pattern:

Applicant	Purpose of Use	Resolution
Marina Rotary Club	Community service events benefiting Marina residents	2003-132
Royer Printing / Piper Jaffray	Marina General Obligation Bond Official Statement	2005-205
Monterey Peninsula College	Promotional postcard for MPC courses offered in Marina	2006-143
MP Chamber of Commerce	2006 Leadership Luncheon program cover	2006-180
U.S. Army Garrison Command, Presidio of Monterey	Army Community Covenant Ceremony invitation	2008-84

The standard codified most clearly in Resolution No. 2003-132 (Marina Rotary Club) requires findings that the applicant:

a. Is "an integral part of the community through its many activities and events benefiting the City of Marina";
b. Does not participate in political advertising; and
c. Is using the logo for the purpose of "promoting...activities and events, public awareness and civic pride for the betterment of the people of the City of Marina."

That standard, applied consistently across the approvals reflected above, has the practical effect of limiting third-party use of the City logo to organizations that provide a clear and documented public benefit to the City.

The Fogtown Family Car Club's application does not satisfy this standard. The application describes the Club as a private car club and identifies the intended benefits to the City as (i) advertisement of Marina through Club travel to neighboring cities, counties, and other states; (ii) attraction of tourism and potential new residents; and (iii) general plans to support the community through fundraising for local charities, volunteer work, and support of local businesses and community members. Staff recognizes the applicant's expressed civic interest. However, these stated benefits do not meet the standard codified in Resolution No. 2003-132 for several reasons.

First, the standard requires that the applicant already be "an integral part of the community through its many activities and events benefiting the City of Marina." The Council has applied that language to require documented, ongoing community service. The Marina Rotary Club approval, for example, was supported by specific, established events, the Annual Marina Air Faire, the Senior Holiday Dinner, the Senior Seminar, the Halloween Safe & Fun Night, and Teen Center building and grounds improvements. The Fogtown application, by contrast, describes prospective and general plans rather than established activities, and identifies no specific charity, event, partnership, business, or community member that the Club has supported or has committed to support.

Second, the applicant's primary stated benefit, advertisement of Marina through Club travel to other jurisdictions, is incidental to the Club's own activities and does not itself constitute a service to the City or its residents. The Council's past approvals have been granted where the proposed use is directly tied to a service provided to the Marina community (Rotary), an educational program serving Marina residents (Monterey Peninsula College), official City business (Royer Printing / Piper Jaffray), or a governmental partner with a direct relationship to the City (Army Garrison Command). The proposed Fogtown use is not tied to a City-sponsored event, a Marina-area community service program, a City-recognized fundraiser, or any official City function.

Third, the volunteer and fundraising activities described in the application, while commendable in concept, can be undertaken by the Club without use of the City logo. Use of the City logo is not necessary to support local charities, businesses, or community members, and the application does not explain how the proposed logo use is required to accomplish the community benefits the applicant describes.

On this basis alone, staff is unable to recommend approval. Granting the request would represent a substantial departure from the standard the Council has applied to similarly situated requests.

Intellectual Property Considerations

In addition to the primary basis for denial set forth above, the applicant's stated intent to register the resulting design as a federal trademark raises a separate and independent concern. The applicant has expressly indicated that, once granted permission to use the City badge, he intends to seek federal trademark registration of the Club's logo, which incorporates the City badge as a central element. The applicant reiterated this intent in his March 23, 2026 follow-up email, in which he stated: "At the moment I am unable to trademark the club logo until I have the written permission to use the old city badge." The applicant's communications make clear that he is seeking the City's written permission specifically to enable private trademark registration of a mark that incorporates City iconography.

Permitting the incorporation of City-owned imagery into a privately-registered trademark would be materially distinguishable from the time-limited, purpose-specific promotional uses the Council has approved in the past. None of the prior approvals reflected in the table above involved private trademark registration of any portion of the City logo. Such a registration could:

a. Confer enforceable trademark rights in a private party over a mark that incorporates City iconography;
b. Create potential conflicts with the City's future use, licensing, or enforcement of its own marks; and
c. Establish a precedent inconsistent with the express limitations of the 2008 Citywide Public Sign and Identity Program Guidelines, which require express City consent for all reproduction and use.

This concern provides an independent basis for the staff recommendation, and would warrant denial even if the applicant satisfied the community-benefit standard described above.

Status of the Prior ("1975") Logo

The applicant's design relies on the City's pre-2008 logo rather than the current shield. Although it appears the prior logo was not separately registered with the United States Copyright Office, it was adopted and used by the City to identify the City of Marina and has been treated by the City Council, through its consistent practice since at least 1997, as City property subject to the same Permit Application process applicable to the current logo. Resolution No. 2003-132 (Marina Rotary Club) and other subsequent approvals were each issued for use of the prior 1975-era logo, confirming that the Council has consistently exercised approval authority over that mark. The 2008 Program superseded the Old Cit Logo for official use but did not place such logo into the public domain.

Accordingly, the Old City Logo is subject to the same Council-approval requirement as the current logo.

***Potential Opportunities*.**
While staff cannot recommend the request as currently framed, staff recognizes the applicant's expressed interest in the Marina community and his willingness to work with the City on terms acceptable to the Council. Staff recommends that, concurrent with the denial, the Council direct staff to explore other opportunities through which a limited, event-specific logo use could be considered consistent with the Citywide Public Sign and Identity Program.

FISCAL IMPACT:
None. Denial of the request and communication with the applicant can be accomplished within existing staff resources.

ENVIRONMENTAL DETERMINATION:
The proposed action is not a "project" subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), which excludes "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment."

CONCLUSION:
This item is submitted for Council consideration.

Respectfully submitted,

_____
Anita Sharp
Deputy City Clerk
City of Marina

REVIEWED/CONCUR:

_____
Layne Long
City Manager
City of Marina

EXHIBIT:
Exhibit A - Application
Exhibit B – March 23, 2026, email to City Attorney

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA DENYING THE REQUEST OF KRIS CAMERON ON BEHALF OF THE FOGTOWN FAMILY CAR CLUB TO USE THE CITY OF MARINA LOGO AND DIRECTING STAFF TO EXPLORE POTENTIAL FUTURE PARTNERSHIP OPPORTUNITIES

WHEREAS, the City of Marina has adopted, by Resolution No. 2008-205, the Citywide Public Sign and Identity Program Guidelines, which provide that use, reproduction, or storage of artwork or materials specified therein is prohibited without the express written consent of the City of Marina; and

WHEREAS, the City's current logo and Official City Seal are registered with the United States Copyright Office (Registration Nos. VA 1-692-471 and VA 1-692-474, effective November 17, 2009), with the City of Marina named as copyright claimant; and

WHEREAS, the prior 1975-era City logo, although not separately registered with the United States Copyright Office, remains the property of the City of Marina and has been treated by the City Council, through its consistent practice, as subject to the same Permit Application process applicable to the current logo, including in the approvals granted by Resolution Nos. 2003-132, 2005-205, 2006-143, 2006-180, and 2008-84; and

WHEREAS, the City has maintained a standing Permit Application process pursuant to which organizations or individuals seeking to use the City of Marina logo must complete a written application and obtain City Council approval prior to use; and

WHEREAS, on or about September 2025, Mr. Kris Cameron, on behalf of the Fogtown Family Car Club, submitted a Permit Application requesting permission to incorporate the City's prior 1975-era logo into the Club's own logo, to apply the resulting mark to Club apparel, vehicle decals, banners, signage, and event materials, and to register the resulting mark as a federal trademark; and

WHEREAS, the City Council has previously authorized third-party use of the City of Marina logo only on a limited basis to organizations whose activities provide demonstrated benefit to the City of Marina or its residents, including the Marina Rotary Club (Resolution No. 2003-132), Royer Printing/Piper Jaffray (Resolution No. 2005-205), Monterey Peninsula College (Resolution No. 2006-143), the Monterey Peninsula Chamber of Commerce (Resolution No. 2006-180), and the U.S. Army Garrison Command, Presidio of Monterey (Resolution No. 2008-84); and

WHEREAS, the standard established by Resolution No. 2003-132 requires findings that the applicant is an integral part of the community through its many activities and events benefiting the City of Marina, does not participate in political advertising, and is using the logo for the purpose of promoting public awareness and civic pride for the betterment of the people of the City of Marina; and

WHEREAS, the Fogtown Family Car Club, while it may have community ties, describes prospective benefits to the City — including advertisement of Marina through Club travel, attraction of tourism and new residents, and general plans for fundraising, volunteer work, and support of local businesses and community members — but does not identify documented activities, events, partnerships, charities, or City-sponsored functions establishing that the Club is presently "an integral part of the community through its many activities and events benefiting the City of Marina" as required by the standard codified in Resolution No. 2003-132, and the proposed use is not tied to a City-sponsored event, community service program, or official City function, and the proposed use therefore does not satisfy the standard the City Council has consistently applied to prior requests; and

WHEREAS, the applicant's stated intent to incorporate City-owned imagery into a privately registered federal trademark is materially distinguishable from the time-limited, purpose-specific promotional uses previously approved by the City Council would represent a substantial departure from prior practice, and would risk impairing the City's ability to use, license, and enforce its own marks; and

WHEREAS, the City Council nonetheless wishes to recognize the applicant's stated interest in the Marina community and to leave open the possibility of a future, narrower request consistent with the Citywide Public Sign and Identity Program.

WHEREAS, the proposed action is not a "project" subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), which excludes "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment."

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

1. Find that the request submitted by Kris Cameron on behalf of the Fogtown Family Car Club does not satisfy the standard for third-party use of the City logo established by Resolution No. 2003-132 and consistently applied by the City Council in subsequent approvals, in that the benefits identified in the application — advertisement of Marina through Club travel, attraction of tourism and potential new residents, and general plans to support local charities, businesses, and community members — describe prospective and general intentions rather than documented activities, events, partnerships, or charities through which the Fogtown Family Car Club has established itself as an integral part of the Marina community, the applicant's primary stated benefit (advertisement through Club travel outside Marina) does not itself constitute service to the City or its residents, and the proposed use is not tied to a City-sponsored event, community service program, or official City function;

2. Find, as a separate and independent basis, that authorization of the proposed incorporation of City-owned imagery into a privately registered federal trademark would be inconsistent with prior City Council practice and with the Citywide Public Sign and Identity Program adopted by Resolution No. 2008-205;

3. Deny the request of Kris Cameron on behalf of the Fogtown Family Car Club to use the City of Marina logo (current shield and prior 1975 badge) on Club apparel, vehicle decals, banners, signage, and event materials, and to incorporate the City logo into a privately registered federal trademark;

4. Direct staff to communicate this decision in writing to the applicant and to explore other opportunities through which a limited, event-specific logo use could be considered consistent with the Citywide Public Sign and Identity Program.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 2nd 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:

_____
Antia Sharp, Deputy City Clerk

May 21, 2026 Item No. **10f(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 2, 2026

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2026-, ACCEPTING THE REHABILITATION OF THE MARINA ARTS VILLAGE AND THE ARTS DISTRICT STABILIZATION PROJECT.

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

1. Accepting the rehabilitation of the Marina Arts Village and the completion of the Arts District Stabilization Project; and
2. Authorizing the filing of a Notice of Completion with the Monterey County Recorder's Office.

BACKGROUND:
On April 1, 2025 the City Council adopted Resolution 2025-20 approving a Public Improvement and Reimbursement agreement with Shea Homes, the developer of The Dunes, to stabilize and rehabilitate the Marina Arts Village Building, a vacant 60,000 sqft structure on the corner of 1st Ave and 8th Street.

Within that agreement were several alternatives for consideration including demolition of the building, and a combination of different partial demolitions and stabilizations. A total of five (5) Alternatives were presented to City Council, who directed staff to pursue *Alternative 1: Stabilize the Arts Village with the removal of the Building 3 section with the existing foundation still in place. Total estimated cost $2,706,000, with the Shea splitting the cost equally with the City with each party contributing $1,353,000 to the cost.*

The Arts Village is a component of the University Village Specific Plan and is designated as a proposed Arts District.

The Council's previous discussions have ranged from demolishing the entire structure to stabilizing parts of or stabilizing the whole structure.

ANALYSIS
The Final costs of the rehabilitation of the Marina Arts Village building was below the approved $2,700,000 with The City of Marina contributing $1,290,392.99 through reimbursement to Shea Homes. There were no contract change orders and final building inspections occurred on February 04, 2026.

The project was completed within the allotted budget and in less than one year from Council approval of the Public Improvement and Reimbursement Agreement with Shea Homes.

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

FISCAL IMPACT:
There is no fiscal impact to this action.

ENVIRONMENTAL DETERMINATION:
The proposed action is not a "project" subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), which excludes "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment."

Respectfully submitted,

_____
Ismael Hernandez
Public Works Director
City of Marina

_____
Layne Long
City Manager
City of Marina

Exhibits:
Exhibit A – Notice of Completion

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA ACCEPTING THE REHABILITATION OF THE MARINA ARTS VILLAGE AND THE ARTS DISTRICT STABILIZATION PROJECT

WHEREAS, a component of the University Villages Specific Plan includes an area designated as a proposed Arts District envisioned as a combination of individual studio spaces, galleries, or shops for artists, retail sales, food shops, and co-worker spaces; and

WHEREAS, this property was transferred back to the City in December 2019 and the primary component is a 60,000 square foot warehouse structure that is decaying over time; and

WHEREAS, this warehouse structure has value to the community to develop in the future as an Arts Village or Marina Arts and Innovation Center; and

WHEREAS, at the Regular City Council Meeting on April 1, 2025 City Council adopted Resolution 2025-20 approving a Public Improvement and Reimbursement Agreement with Shea Homes for the Rehabilitation of the Marina Arts Village and the total cost was estimated to be $2,700,000 and the City has previously approved Capital Project No. EDF 2008 and allocated $1,350,000 for the rehabilitation of the Arts Village warehouse.

WHEREAS, the total reimbursement amount from the City to Shea Homes is $1,290, 392.99 and no contract change orders were necessary.

WHEREAS, the project was completed with final inspections on February 04, 2026. It is appropriate to accept these public improvements and to file a Notice of Completion for the project with the Monterey County Recorder's Office ("Exhibit A").

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

1. Accept the rehabilitation of the Marina Arts Village and the completion of the Arts District Stabilization Project.
2. Authorize the filing of a Notice of Completion with the 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 2nd day of June 2026, by the following vote:

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

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

After Recordation Return To:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the City of Marina, a municipal corporation, did, on the 5th Day of May, 2025, enter into a public improvement and reimbursement agreement with Shea Homes Limited Partnership, 4309 Hacienda Drive, Suite 180, Pleasanton, CA 94588, a subsidiary of Shea Homes Northern California wherein said contractor agreed to complete all work for the Arts and Innovation District Rehabilitation and Stabilization Project to stabilize and secure the Marina Arts Village structure in a manner to keep the original architectural integrity as detailed in the Marina City Council Resolution 2025-20 and Staff Report approved at the regular City Council meeting on April 1, 2025.

That the work under said public improvement and reimbursement agreement was actually completed by the contractor or assignee and accepted by the City of Marina on February 4, 2026.

The real property involved in said contract is described as a warehouse structure located at 2082, 2083, and 2084 1st Ave with the property interest of the City is Owner.

Dated: June,_____, 2026

MARINA, a Municipal Corporation

BY _____
Ismael Hernandez
Public Works Director

VERIFICATION

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

Executed on _____, 2026, in Marina, California.

BY_____
Ismael Hernandez
Public Works Director

PUBLIC IMPROVEMENT AND REIMBURSEMENT AGREEMENT FOR CITY OF MARINA ARTS AND INNOVATION DISTRICT REHABILITATION

THIS AGREEMENT ("Agreement") is made effective this 5 day of May, 2025 ("Effective Date"), by and between the **City of Marina**, herein called the "**City**," a municipal corporation, and **Shea Homes Limited Partnership**, a California limited partnership, a real property owner, developer or subdivider, herein called the "**Developer**." City and Developer as sometimes referred to herein as a "**Party**" or, collectively, as "**Parties**."

RECITALS

A. City is the owner of that certain real property identified for purposes of the "Dunes Specific Plan," (formerly "University Villages Specific Plan") adopted by City on May 31, 2005, as the "Arts District," as approximately eight and a half (8.5) acres bounded by 1st Avenue, 8th Street, 5th Street, and Quartermaster Avenue in the City of Marina, County of Monterey, State of California (the "**Property**"). The Property is more particularly described in **Exhibit A**, which is attached and incorporated herein by reference.

B. City also owns the structure at the Property, which is an army-era warehouse approximately 60,000 square feet (60 ft. x 1,000 ft.) that is decaying on the exterior, attracts vandalism, graffiti, and is an eyesore in the community ("**Structures**").

C. The Property, as proposed in the University Villages Specific Plan, is an opportunity to create a unique regional draw to the City of Marina that is envisioned as a combination of individual studio spaces, galleries or shops for artists, interactive art/learning center, co-working spaces, light retail, entertainment, or performing arts and music spaces.

D. The City and Developer desire to stabilize and secure the Structures so that they can remain an asset for the City of Marina and the community into the future. While the Structures targeted for adaptive reuse are not on the historic register, they have a certain visual character that is important to maintain. In order to keep their architectural integrity, they will be adaptively re-used and refurbished, without a wholesale change to their former character.

E. To achieve these ends, a proposed scope of work is attached hereto as **Exhibit B**, and incorporated herein (the "Scope of Work" or "Work" as applicable). Such Work is consistent with, and in furtherance of, the goals of the City and the Dunes Specific Plan.

F. The City and Developer desire to jointly finance the rehabilitation of the Structures in the Arts District with Developer undertaking the management, design, and construction of the rehabilitation work with City oversight as more particularly described in the Scope of Work.

G. The City's agreement to jointly finance the rehabilitation shall not itself constitute an approval of any license, permit, temporary or permanent interest in land, or other permission necessary to carry out the Scope of Work. The Parties' respective obligations under this Agreement shall be contingent upon issuance of all approvals necessary to conduct the Scope of Work (the "Approvals"). The City will consider any necessary approvals once an application has been submitted and/or such approvals are presented to the City for consideration, if any.

H. The Parties additionally desire to enter into this Agreement to memorialize City's agreement to reimburse Developer for the reasonable, actual, and verifiable expenses to complete Scope of Work.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, it is agreed between the Developer and the City (collectively, the "Parties") as follows:

1. **Incorporation of Recitals.** The terms of the Recitals are hereby incorporated by this reference as if fully set forth herein.

2. **Duty to Make Improvements; Finishes.** Developer agrees to design, manage, construct, install, and complete, or cause to be constructed, installed, and completed, the rehabilitation of the Arts District Structures, as more particularly described in the Scope of Work (the "Project"). Developer shall select and retain all companies necessary to perform the Work and complete the Project, and any associated design and management related to the Work. Notwithstanding, Developer's responsibility to complete any design-related work to complete the Project, the City shall have the right to review and approve any finishes associated with the Project, including but not limited to paint color, surface materials, and roofing, which approval shall not be unreasonably withheld.

3. **Right of Entry; Performance of Work.** Developer has right to enter the Property for purposes of performing the Work. Developer agrees that the Project will be done in a good and workmanlike manner in accordance with accepted construction practices and in a manner equal or superior to the requirements of the City's Municipal Code ("Code") and rulings made under it. In the event that any conflict between the Project (including any plans developed to implement it) and the Code should arise after the date of this Agreement but before the City issues a Certificate of Completion (as defined herein) for the Project, the provisions of the Code shall control. Further, the work will be conducted in accordance with all City standards, specifications and applicable laws, rules and regulations, and to the satisfaction of the City. It is agreed that the City shall have the right to reject any or all of the work performed under this Agreement if such work does not conform to any City standards and specifications, applicable law, rule, or regulation.

4. **Cost Estimate**. City and Developer propose to split the costs between them to complete the Project at an approximate cost of Two Million Four Hundred Seven Thousand Dollars ($2,407,000), with each Party paying 50 percent, or approximately One Million Two Hundred Ten Thousand Dollars ($1,210,000.00) each to complete the Project. Notwithstanding this cost estimate, the Parties shall, in good faith, negotiate any additional costs beyond $2,407,000 to complete the Project, but in no event shall either party be obligated to contribute more than One Million Three Hundred Fifty Three Thousand Dollars ($1,353,000). An estimated cost breakdown of the Scope of Work is attached hereto as **Exhibit C**.

5. **Reimbursement**. Developer shall be reimbursed for completion of the Project as follows:

(a) The breakdown of estimated costs for the Work is detailed in attached **Exhibit C**, Estimated Cost Breakdown.

(b) The Parties acknowledge that the Estimated Cost Breakdown is only an estimate, and agree that it is the Parties' intent that City shall reimburse Developer for fifty percent (50%) of the actual, verifiable costs incurred in performing the Work up to the maximum set forth herein based on the procedure described in section (c), below.

(c) Method of Payment. City shall reimburse Developer as follows:

i. On a periodic basis, Developer shall submit to City an itemized invoice for the costs incurred by Developer for performance of the Work in the period immediately preceding such submittal (the **"Documentation").** The Documentation shall include any applicable consultant, subcontractor, architect, engineer, contractor and other third-party invoices and backup documentation related to such Work. Such Documentation shall be submitted to the **Public Works Director**, with a courtesy copy by e-mail to the **City Manager**.

ii. City shall review Documentation to determine if it is consistent with the Scope of the Work necessary to implement the Project. Upon City's satisfactory review, City shall reimburse Developer for the invoiced amount set forth in the Documentation within thirty (30) days following receipt of the Documentation. The fact that a cost for a component of Work exceeds the estimate for that Work in the Estimated Cost Breakdown shall not be a basis for City to object and/or reject the cost so long as the associated Work, in the City's view, is necessary to implement the Project.

iii. If, based on City's review of Documentation, City determines in good faith that the Documentation is outside the Scope of the Work necessary to implement the Project, then City shall notify Developer in writing of the same (a **"Dispute")** within fourteen (14) days following receipt of the Documentation, setting forth in detail the reasons for its determination.

iv. In the event of a Dispute, the Parties shall meet and confer in an attempt to resolve the Dispute (in person or via teleconference) within five (5) days after City notifies Developer of the same. Upon resolution of any Dispute, City shall reimburse Developer at the mutually agreed upon amount within ten (10) days of such resolution.

v. Any Dispute not resolved pursuant to the above shall, at the written request of either Party be submitted for mediation (a **"Mediation Request"),** which Mediation Request shall be given to the other Party in the manner for notices set forth in Paragraph 15 be submitted to binding meditation. Within fifteen (15) days thereafter, the Parties will select a mutually acceptable mediator. The mediation shall be completed within thirty (30) days after the mediator is selected, unless otherwise agreed to in writing by both Parties. To the extent that the Parties cannot resolve the Dispute submitted to mediation, the mediator shall issue a binding decision.

6. **Compliance with Laws/Prevailing Wage**.

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Contractors must be in good standing and registered with the California Department of Industrial Relations in accordance with California labor Code section 1725.5 and shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) The Project is a "public work" such that prevailing wages are required. Developer and Developer's contractors shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work.

7. **Notice and Certification of Completion.** Developer shall advise the City in writing of the completion of the Project and request certification of completion. Upon receipt of Developer's request for certification of completion, City shall promptly inspect the Property and any structures subject to this Agreement. If the City determines, upon such inspection, that the Project has been satisfactorily completed, the City shall issue a certificate indicating the same (the "Certificate of Completion"). For the purposes of this Agreement, the date of completion shall be the date that the City issues a Certificate of Completion. The decision of the City shall be final as to whether any material or workmanship meets the applicable plans, specifications, and standards as set forth herein, however in the event of a dispute between the parties regarding such, the decision shall be subject to the dispute resolution procedures as set forth in sections 5.(c)iv. and 5.(c)v. of this agreement. Upon issuance of Certificate of Completion, City will provide necessary documentation as required to release any bond secured by Developer as provided in Section 13 of this Agreement, to the extent such bond has been provided, or otherwise remains outstanding.

8. **Nonperformance, Breach, Notice and Costs.** If, within the time specified in this Agreement and any approved extension, Developer fails to complete the Project, to act promptly as required by this Agreement, fails to complete the work within such time, or if the Developer is adjudged as bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed in the event of Developer's insolvency, or if Developer or Developer's contractors, subcontractors, agents, or employees violate this Agreement, or Developer otherwise breaches this Agreement, the City shall provide written notice to Developer of such failure or violation and provide a timeframe within which Developer must act or complete the work ("Notice"). If within thirty (30) calendar days after the serving of such Notice upon Developer, Developer does not give the City written notice of its intention to correct the deficiencies or complete the work within the time specified in the Notice, then the City may take over the work and prosecute the same to completion by contract, or by any other method the City may deem advisable, for the account and at the expense of the Developer's share of the cost of the work together with a fifteen percent (15%) administrative charge. In this event, the 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 work site and necessary for completion of the work.

9. **Remedies.** The City may bring legal action to: (1) compel performance of this Agreement; (2) ensure compliance with any Approvals; and (3) recover the costs (including the City's administrative costs) of completing the Project pursuant to Paragraph 8. Notwithstanding the above, the City may also seek any and all remedies available in law or equity. The Developer agrees that, if legal action is brought by the City, the Developer shall pay all of the costs of suit and reasonable attorneys' fees and all other expenses of litigation as determined by the court having jurisdiction over such suit, if such court rules that the Developer has failed to carry out any of its obligations under this Agreement.

10. **Responsibilities for Damage.** Any damage to the Structures, utilities, concrete work, or paving, or to any portion of adjacent properties that is caused by Developer or its employees, agents, or contractors, and that occurs during or from the Project construction shall be completely repaired by the Developer to the satisfaction of the City.

11. **Utility Deposits.** Developer shall satisfy the City that it has made the deposits required for utilities to be supplied and connected with the applicable portion of the project prior to obtaining a Certificate of Completion.

12. **Inspections - Payment of Fees; Access to Records and Documentation.** The City is authorized to enter the Property for inspection purposes at any time. Developer shall at all times maintain the Property so that the City and any agency authorized to make inspections can safely access and inspect all parts of the Property. Developer will not be required to pay to the City the cost of inspecting the Property and structures thereon, including the costs of staff time or any consulting services in connection with this agreement, including those consistent with the City's fee schedules. City shall have access to any reports, records, or documentation in the custody or control of Developer that is associated with the Project, including but not limited to any engineering assessments or evaluations.

13. **Prevention of Liens.** Developer agrees to pay when due all valid claims of contractors and subcontractors and others for labor, materials, services, or equipment for the performance of the Work and shall not permit the filing or placement of any liens by mechanics, materialman or attachments, garnishments, or other lien, encumbrance or suit upon or affecting the Structures or title to the Property upon which the Work is performed. Developer agrees that within fifteen days after notice is mailed to Developer to cause any such suit or lien to be dismissed or removed from the Property or Structures on behalf of the City and to pay all of the City's expenses associated with such suit or lien, including without limitation, attorneys' fees and disbursements incurred as a result of any suit or lien. Developer further agrees that no liens or judgments shall attach to the Property or Structures by virtue of the Work done by Developer or any supplier, employees, materialmen, subcontractor, or sub-subcontractor employed by Developer, and the Developer warrants that all such parties shall be advised of these terms and bound by the provisions of this section. Developer may, at its sole expense, furnish a Payment Bond, which shall be in an amount not less than one hundred percent (100%) of the total estimated cost of the Project 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 person that has a lien right pursuant to 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 Project 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 person that has a lien right pursuant to 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.

Failure to comply with this section shall constitute a default by the Developer and entitle the City to any remedy available to it, including termination of this Agreement.

14. **No Waiver by City.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or a statement by an officer, agent, or employee of the City indicating the work complies with this Agreement, or acceptance of all of these acts shall not relieve Developer of its obligation to fulfill this Agreement; nor is the City by these acts prohibited from bringing an action for damages or specific enforcement arising from the Developer's failure to comply with this Agreement. No action or omission by the City shall constitute a waiver of any provision of this Agreement unless expressly provided in writing. No course of dealing between Developer and the City, or any delay on the part of the City in exercising any rights hereunder, shall operate as a waiver of any rights by the City, except to the extent these rights are expressly waived in writing by the City.

15. **Hold Harmless; Indemnification Agreement.** Developer shall hold harmless, defend, and indemnify the City, its officers, employees, and agents from and against any and all damage, injury, and/or death to persons and property, and any and all claims, demands, costs, losses, damages, injuries, or liability, including attorneys' fees, howsoever caused, resulting directly or indirectly from the performance or nonperformance of any and all work done or to be done pursuant to this Agreement. Developer shall not be required to indemnify and hold harmless the City as set forth in this Paragraph for liability attributable to the sole fault of the City, provided such sole fault is determined by agreement between the Parties or the findings of a court of competent jurisdiction.

16. **Insurance.** As a condition precedent to the effectiveness of this Agreement and without limiting Developer's indemnification of the City pursuant to Paragraph 14, Developer agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in **Exhibit D** - "Insurance". Developer shall furnish the City with original certificates of insurance, executed by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) be endorsed to protect City as an additional insured for commercial general and business auto liability; (2) provide City prior notice of cancellation; and (3) be primary with respect to City's insurance program. Developer's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

17. **Notices.** All notices required shall be in writing and delivered by Registered mail, postage prepaid, or any nationally recognized overnight courier that routinely issues receipts (e.g., FedEx). A party may change its address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address. All notices shall be deemed received three (3) business days after dispatch by United States Postal Service regular mail, or one (1) business day after dispatch by a reputable overnight courier service.

Notices to be given to the City shall be addressed as follows:

City Manager
City of Marina
Attn: Layne Long
211 Hillcrest Avenue
Marina, CA 93933
llong@cityofmarina.org

With a cc to:

Shute, Mihaly & Weinberger
Attn: City Attorney, City of Marina
396 Hayes Street
San Francisco, CA 94102
rortega@smwlaw.com

Notices to the Developer shall be addressed as follows:

Shea Homes Limited Partnership
Attn: Doug McArdle and/or Don Hofer
4309 Hacienda Drive, Suite 180
Pleasanton, CA 94588
doug.mcardle@sheahomes.com
don.hofer@sheahomes.com

18. **Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties.

19. **Miscellaneous Terms and Provisions.**

(a) If any provision of this Agreement is adjudged illegal, inoperative, or invalid, the remaining provisions of this Agreement, to the extent practicable, shall continue in full force and affect.

(b) This Agreement contains a full, final and exclusive statement of the Agreement of the Parties regarding the subject matter hereof.

(c) The obligations upon the Developer signing this Agreement terminate upon issuance of a Notice of Completion as referenced herein.

(d) This Agreement shall be administered, interpreted and enforced under the laws of the State of California and the City of Marina. In case of dispute, venue shall reside in Monterey County, California.

(e) Developer warrants and represents that the person signing on behalf of Developer has the authority to execute this Agreement on behalf of Developer, and has the authority to bind the Developer to the terms and obligations set forth in this Agreement. Developer agrees that this Agreement, and any instrument or agreement required hereunder, are within the Developer's powers, and have been duly authorized and delivered, and do not conflict with Developer's organizational powers.

(f) Developer agrees that this Agreement is a valid, legal, and binding Agreement, enforceable against Developer in accordance with its terms, and that any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding, and enforceable. Developer agrees that this Agreement does not conflict with any law, agreement, or obligations by which Developer is bound.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the day and year above written.

CITY OF MARINA

By: _____

Layne P. Long
City Manager
Date: 5/5/25

Attest:
Per Resolution 2025-20

By: _____
Anita Shepherd-Sharp
Deputy City Clerk

Approved as to form:

DEVELOPER

SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership,

By: _____
Donald A. Hofer
Name:
Its: Authorized Agent

By: _____
Name: DOUG McARDLE
Its: Authorized Agent

Approved as to form:

By: _____
Rene A. Ortega
City Attorney

Exhibit "A"

Property Description/Map of Work Area

Exhibit A

Certain real property situate in the former Fort Ord Military Reservation, in the City of Marina, County of Monterey, State of California, described as follows:

Lot 19, as said lot is shown on that certain map entitled "North and West Marina Village," filed August 25, 2006, in Volume 23 of Cities and Towns at Page 36 in the Office of the County Recorder of said County

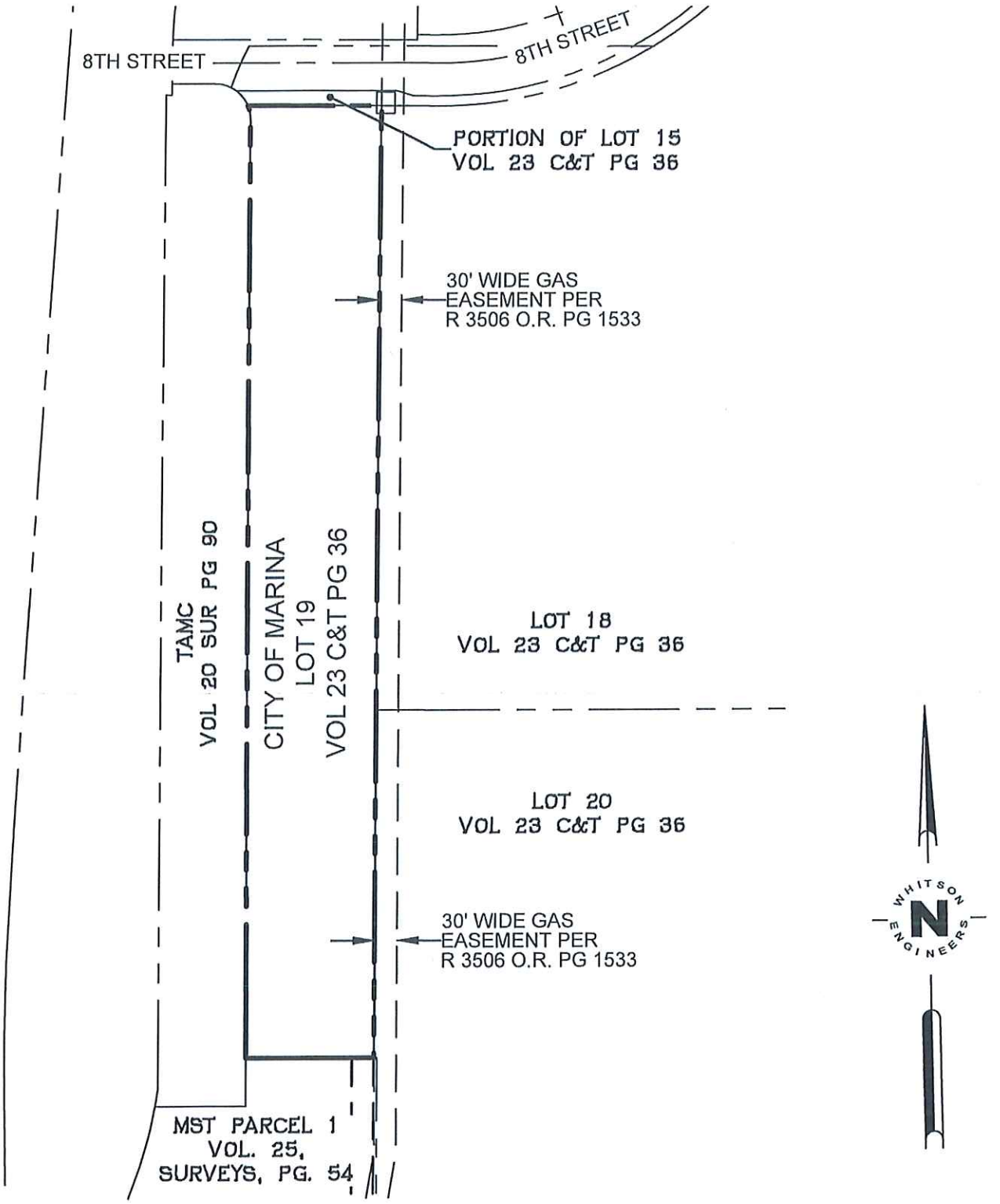


EXHIBIT A
LOT 19

CITY OF MARINA, MONTEREY COUNTY, CALIFORNIA
AUGUST 2024

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

T:\Monterey Projects\3140\SURVEY\LEGAL DESC\Phase 2W\Legal Desc-SS-Esmt.dwg

PROJECT No.: 3140.33

Exhibit "B"
Scope of Work

ARTS DISTRICT PROJECT
SCOPE OF WORK
5/2/2025

The project scope of work consists generally of demolition of the two southern buildings (Army Bldg's #2080 and #2081) and stabilization of the three northern buildings (Army Bldg's #2082, #2083 and #2084) within the Arts District at The Dunes on Monterey Bay masterplan community in the City of Marina. Stabilization will include refacing and reroofing and are more specifically detailed below as is the demolition work.

Pre-Construction and Planning

- Hazardous Material Testing – all buildings will be tested for hazardous materials with multiple samples taken per industry acceptable sampling protocol. (Note - This work has been conducted by S Tech Consulting, LLC for the project and is complete at this time.)
- WR&D Architects (Henry Runke) Marina Visual Arts Building Assessment (Draft – Dated 5/24/2022) will be updated and finalized reflecting this scope of work.
- As-Built drawings prepared previously be WR&D will be edited to reflect this Scope of Work and provided to the City of Marina Building Department for the purpose of providing inspections and permits as necessary.
- WR&D Architects will provide roof material and exterior paint recommendations for use in the mock-up noted below.
- Mock-Up – a twenty foot (20') to thirty foot (30') section of the existing buildings will be used to provide a mock-up of the methods, materials, and colors that will be used for the project. It is intended that this mock-up will be reviewed and approved by the City.
- Debris removal – all debris inside buildings will be removed and vegetation and debris on the exteriors of the buildings will be cleared within 15 feet of all buildings.
- Contractors Compliance and Monitoring (CCMI) will be contracted to provide monitoring, reporting and site surveys as required for payment of prevailing wages as well as consulting as needed for contractors for the project and reporting as required to the Department of Industrial Relations.
- Building Access – planning will include consultation with the City of Marina Fire Department to establish minimum ingress/egress criteria for the completed project.

Building Demolition – Army Buildings #2080 and #2081

- Hazardous Material Abatement – Hazardous materials will be abated in accordance with the report and recommendations noted above as conducted by S Tech Consulting, LLC.
- Air Monitoring – necessary notification and permits (if required) will be made and obtained from the Monterey Bay Air Resources District (MBARD).
- Building Removal – the two southern-most buildings (2080 and 2081) will be removed and disposed of off-site in accordance will all appropriate laws and requirements. If required, hazardous material manifests will be presented to The City of Marina for signature. Building removal will include removal of the bulk-head concrete wall between buildings 2080 and 2081, as well as the foundation for this building and the concrete loading dock adjacent to the building.
- Material Re-Use – It is intended that re-usable framing members will be salvaged from the demolished buildings for re-use in the building stabilization program noted below. This will be done to the extent it is practicable to do so and to the extent that salvage is more cost efficient that purchasing new.

- Recycling – all concrete debris will be recycled in accordance with The University Villages Specific Plan requirements.
- Utility Pole Removal – Existing overhead utility wires and utility poles will be removed from the site.
- Utilities under the building slabs will be removed and capped where they extend outside the footprints of buildings #2080 and #2081 to the extent that they cannot be reasonably removed within the scope of the project budget.
- Grades within the old footprints of the buildings will be struck level and smoothed to ensure adequate drainage across the area once the stabilization project is complete.

Building Stabilization – Army Buildings #2082, #2083 and #2084

- Building preparation – all existing siding, roof material and roof sheathing will be removed from the buildings. Hazardous materials will only be removed or remediated in these buildings to the extent required by S Tech Consulting because they will be impacted, removed, or dislodged as part of the work otherwise planned or described in this section, or as required for worker safety. Materials of concern will be stabilized or encapsulated so as to eliminate risk or danger, as opposed to removed, if more cost efficient.
- Carpentry Work – The entire roof area will be re-sheathed with OSB material and new Hardy Board Cementitious siding material (or equivalent) will be installed on exterior walls. Exterior siding will be a board and batten style material with batts 2 feet on center, new facia, and other exterior trim as needed. Exterior siding will be installed in accordance with manufacturers specifications and will include necessary OSB sheeting or backing and moisture barrier.
- Carpentry will also include dry rot repairs as identified at the time of work and necessary.
- Structural Enhancements – a structural engineer will be included in the project team to assist with specification of structural assemblies required for the project. The general goal is to complete the project such that work does not need to be re-done in the future when a more detailed renovation project is undertaken. In general this will include sizing of sheeting (shear diaphragms) nailing size/spacing, hold downs, remediation of undersized structural members (if any), and installation of other hardware like strapping or hold-downs that either need to be installed as a matter of general building stability or otherwise are most cost efficient to install at this time as opposed to during future renovations, or as otherwise determined by the Structural Engineer. ***It should be noted that this DOES NOT include everything required to be fully code compliant under the current building codes.***
- New Roofing – Supply and install all new galvanized metal or aluminum roof flashings, gutters and downspouts and other roofing metal as needed as well as 50 year composition style shingles.
- Paint – supply and install primer and finish coat of paint to all new siding and exterior trim.
    - Primer – Loxon exterior primer – as rated for exterior commercial applications
    - Paint – Sherwin Williams – Superpaint with mold resistance additive.

  Colors will be initially specified by WR&D Architects as noted above.
- Insulation – no insulation is included in this scope of work. Structural Insulated Panels (SIP's) are not included in this scope of work.
- Doors/Roll-up Doors – Based on criteria established in cooperation with the City of Marina Fire Dept., and WR&D Architects, man-doors and roll-up doors will either be left in place (if serviceable), replaced, or removed. It is recognized that the current budget for this work is $50,000, however the team will attempt to minimize operable doors to the extent it is

allowable in an effort to potentially reduce costs in this area. It is also noted that doors will be robust and will contain security hardware to help prevent future vandalism and unauthorized building access.

- Bulk-head wall –
    - Rolling/fire doors – 2 ea in concrete bulkhead walls between Buildings 2082 and 2083, and 2083 and 2084 will be made operable.
    - Rolling/fire door in the existing bulkhead wall on south end of Building 2082 will be removed and either replaced with another door system suitable for exterior exposure, replaced with an exterior wall system, or a combination of the two as mutually agreed to by The City and Developer in conjunction with WR&D Architects.

General Provisions

- Care will be taken in an attempt to minimize damage or impacts to the existing asphalt surfacing on the west side of the Arts District, however it is recognized that due to the age and lack of maintenance of this paving, cracking, spalling, checking or other damage may be unavoidable. It is further recognized that the project budget does not have specific funds for pavement restoration or maintenance.
- Fencing and Gates – Developer and City will work together to either;

  A. remove existing fencing and install serviceable gates and/or barriers to control vehicular access to the site or,

  B. enhance fencing in an aesthetically complimentary way to secure all access from the site.
- Site Utilities – While not specifically budgeted, Developer will process an application for electrical and data service to the site. To the degree the project contingency is available to cover costs, a small utility room will be designed and constructed in the North-Eastern corner of building #2084 and a 200 amp electrical meter panel will be installed and activated with PG&E. Water, sewer, and/or natural gas service to the property is not covered in this scope of work.
- Electrical – Lighting – to the degree the project contingency is available to cover costs, exterior lighting around the perimeter of the buildings will be provided. It is intended that this lighting will be at a minimal or low level as required for site security only and will be compliant with dark-sky requirements as per the University Villages Specific Plan. If budget allows, this may also include some level of safety lighting inside the building.
- Security Systems – It is intended that the electrical service noted above could provide future security cameras, or motion sensor systems around the perimeter of the building, however are not included in the scope of work specifically at this time.
- Site Management – Shea Homes will have the option, but not the requirement, to have an on-site job office during the project.
- Material Storage and Staging Areas – The entire Arts District site as depicted in this agreement will be available for Shea Homes to use for material storage, staging, and otherwise as necessary to carry out this scope of work

Exhibit "C"

Estimated Cost Breakdown

Arts District Stabilization Proposal - 3 Bldgs (Demo Bldgs 4 & 5)		
Scope of Work	**Cost**	**Additional Comments**
Environmental testing	$ 16,715	All buildings will be tested for hazardous material presence (ALREADY COMPLETE)
Demolition	$ 616,513	Buildings 4 & 5 will be removed entirely, slabs will be demolished and removed. Concrete materials will be recycled. Remaining three buildings all existing siding, roof sheathing roof material removed along with all miscellaneous debris inside all buildings, strip all nails for reinstall of new siding and roof.
Framing Labor/Material	$ 1,068,888	Repair walls and roof structure as necessary, re-sheet entire roof area (1/2" OSB), supply and install new Hardy board and batten siding with batts 4 foot on center for four buildings (includes new facia and all other exterior trim as needed)
Re-Roof - Material/Labor	$ 244,898	Supply and install all roof metal and composition shingles
Paint	$ 44,443	Supply and install primer and finish coat to paint all new siding and exterior trim
Fencing	$ 10,000	
Portable Toilets/Wash Stations	$ 3,500	
Temp Power/Generators	$ 5,000	
Dumpsters / Dump fees	$ 7,635	
Prevailing wage Monitor	$ 7,500	
Overhead Door Repairs	$ 38,175	Repairs/replacement as needed
Shea Construction Management	$ 30,000	
Total	$ 2,093,267	
Project Contingency - 15%	$ 313,990	
Total Cost	$ 2,407,257	

Exhibit "D"

Insurance

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Developer has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. (Not required if Developer provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to Developer's profession, with limit no less than **$2,000,000** per occurrence or claim, $2,000,000 aggregate.

If Developer maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

Additional Insured Status
City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Developer including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Developer's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through

the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

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

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

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

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

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

that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

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

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

Subcontractors
Developer shall require and verify that all subcontractors maintain insurance meeting Developer's standard insurance requirements, and Developer shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage
CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
1845209.4

May 24, 2026 Item No. **10g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 2, 2026

CITY COUNCIL TO ADOPT RESOLUTION NO. 2026-, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS FOR THE MARINA KAI PERMANENT SUPPORTIVE HOUSING DEVELOPMENT, SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND FINDING SUCH APPROVAL AND AUTHORIZATION TO EXECUTE SUCH AGREEMENT IS NOT A PROJECT UNDER CEQA.

REQUEST

It is requested that the City Council adopt Resolution No. 2026-_:

1. Approving the Regulatory Agreement and Declaration of Restrictive Covenants between the City of Marina and Interim, Inc. for the Marina Kai development; and

2. Authorizing the City Manager to execute the Agreement on behalf of the City, subject to review and approval by the City Attorney, and direct the City Clerk to cause the Agreement to be recorded in the Official Records of the County of Monterey; and

3. Find that the proposed action is not a project subject to the California Environmental Quality Act (CEQA) as approval and execution of the Regulatory Agreement is an administrative action to implement conditions on an already-approved development and does not result in a direct or reasonably foreseeable indirect physical change in the environment.

BACKGROUND

Interim, Inc., a California nonprofit public benefit corporation, owns property located in the City of Marina (APN 031-081-005-000). On June 13, 2024, the Planning Commission adopted Resolution 2024-12 approving Design Review and Sign Permits for the development of twenty-three (23) permanent supportive housing units plus one (1) manager unit on the property, known as the Marina Kai project.

Pursuant to Marina Municipal Code Section 17.48.030 (Inclusionary Ordinance), twenty percent of the units in the development must be affordable in perpetuity. Additionally, the affordable unit mix exceeds the threshold required to qualify for a density bonus, concessions, and waivers under Government Code Section 65915 (Density Bonus Law).

ANALYSIS

The proposed Regulatory Agreement and Declaration of Restrictive Covenants (**Exhibit A**) establishes the affordability and occupancy requirements for five (5) affordable units within the Marina Kai development. The key terms of the Agreement are as follows:

Affordable Unit Requirements. The Agreement restricts five units as affordable in perpetuity: one (1) Very Low Income unit, two (2) Low Income units, and two (2) Moderate Income units. Income levels are based on HCD income limits for Monterey County, adjusted for household size.

Rent Limits. Rents for the affordable units are capped at 30% of the applicable income level: 50% of area median income for the Very Low Income unit, 60% for Low Income units, and 110% for Moderate Income units. All initial rents and subsequent increases require City approval.

Term. The Agreement runs with the land in perpetuity and binds all successors in title to the property.

Monitoring and Compliance. The Owner must obtain and maintain income certifications for all affordable unit tenants, submit annual reports to the City, and permit on-site inspections. The Owner is responsible for paying the City's monitoring and enforcement fees in accordance with the Master Fee Schedule.

Property Management. The Owner must retain a professional property management company approved by the City and maintain a resident manager at all times. The City retains the right to require replacement of the management agent if the development is not operated in accordance with the Agreement.

Nondiscrimination and Tenant Selection. The Agreement requires compliance with all applicable fair housing laws and the City's BMR Program Administrative Policies and Procedures. Units may be targeted for occupancy by persons who are homeless, at risk of homelessness, or fleeing domestic or sexual violence, consistent with development lender requirements.

The Agreement has been reviewed by the City Attorney.

FISCAL IMPACT

No significant fiscal impact is anticipated. The Owner will pay the City's monitoring and enforcement fees for the affordable units in accordance with the Master Fee Schedule. The City will not incur costs for the construction, operation, or management of the development.

ENVIRONMENTAL REVIEW

The proposed action is not a project subject to the California Environmental Quality Act (CEQA). Approval and execution of the Regulatory Agreement is an administrative action to implement conditions on an already-approved development and does not result in a direct or reasonably foreseeable indirect physical change in the environment.

CONCLUSION

This request is submitted for City Council consideration.

_____

Guido Persicone
Community Development Director
Reviewed/Concur

_____

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2026-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS FOR THE MARINA KAI PERMANENT SUPPORTIVE HOUSING DEVELOPMENT, SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND FIND SUCH APPROVAL AND AUTHORIZATION TO EXECUTE SUCH AGREEMENT IS NOT A PROJECT UNDER CEQA

WHEREAS, Interim, Inc., a California nonprofit public benefit corporation ("Owner"), owns property located in the City of Marina, more particularly described as APN 031-081-005-000 (the "Property"); and

WHEREAS, on June 13, 2024, the Planning Commission adopted Resolution 2024-12 approving Design Review and Sign Permits for the development of twenty-three (23) permanent supportive housing units plus one (1) manager unit on the Property, known as the Marina Kai project (the "Development"); and

WHEREAS, pursuant to Marina Municipal Code Section 17.48.030 (Inclusionary Ordinance), twenty percent (20%) of the units in the Development must be affordable in perpetuity, requiring one (1) Very Low Income unit, two (2) Low Income units, and two (2) Moderate Income units; and

WHEREAS, the affordable unit mix exceeds the threshold required to qualify for a density bonus, concessions, and waivers under Government Code Section 65915 (Density Bonus Law); and

WHEREAS, the proposed Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") establishes the affordability and occupancy requirements for the five (5) affordable units within the Development, including income certification, rent limits, monitoring, property management standards, nondiscrimination provisions, and compliance with the City's BMR Program Administrative Policies and Procedures; and

WHEREAS, the Agreement restricts rents for the affordable units at 30% of the applicable income level: 50% of area median income for the Very Low Income unit, 60% for the Low Income units, and 110% for the Moderate Income units, with all initial rents and increases subject to City approval; and

WHEREAS, the Agreement runs with the land in perpetuity and binds all successors in title to the Property; and

WHEREAS, approval and execution of the Agreement is not a project subject to the California Environmental Quality Act (CEQA) as it is an administrative action to implement conditions on an already-approved development and does not result in a direct or reasonably foreseeable indirect physical change in the environment; and

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

1. The foregoing recitals are true and correct and are incorporated herein by this reference;

2. The City Council hereby approves the Regulatory Agreement and Declaration of Restrictive Covenants between the City of Marina and Interim, Inc. for the Marina Kai permanent supportive housing development, in substantially the form presented to the City Council;

3. The City Manager is hereby authorized and directed to execute the Agreement on behalf of the City, subject to review and approval as to form by the City Attorney; and

4. Approval and execution of the Agreement is not a project subject to the California Environmental Quality Act (CEQA) as it is an administrative action to implement conditions on an already-approved development and does not result in a direct or reasonably foreseeable indirect physical change in the environment; and

5. The City Clerk is hereby directed to cause the Agreement to be recorded in the Official Records of the County of Monterey following execution by all parties.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 2nd day of June 2026, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Bruce Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Marina
211 Hillcrest Avenue
Marina, California 93933
Attention: City Manager

No fee for recording pursuant to
Government Code Section 27383

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS
MARINA KAI

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made and entered into as of this ____ day of _____, 2026 by and between the City of Marina, a municipal corporation (the "City"), and Interim, Inc., a California nonprofit public benefit corporation (the "Owner").

RECITALS

A. Owner owns that certain property located in the City of Marina on the former Fort Ord Base more particularly described in Exhibit A attached hereto.

B. The City has issued a Design Review and Sign Permits for the development of twenty-three (23) permanent supportive housing units, plus one (1) manager unit as further described in Resolution 2024-12 adopted by the Planning Commission on June 13, 2024. The development is referred to as "Building 2" on the site plan provided in Exhibit B attached hereto and incorporated into this Agreement by this reference.

C. Pursuant to Marina Municipal Code Section 17.48.030 ("Inclusionary Ordinance"), twenty percent (20%) of the Units in the Development must be affordable in perpetuity. Six percent of the units must be reserved for Very Low Income Households, seven percent of the units must be reserved for Low Income Households, and seven percent of the units must be reserved for Moderate Income Households. Together, the Very Low Income Units and Low Income Units exceed the threshold requirement that the Development provide ten percent Low Income Units to qualify for a density bonus, concessions, and waivers under Government Code Section 65915 ("Density Bonus Law").

D. The five Affordable Units will be subject to this Agreement in perpetuity.

E. The following covenants and restrictions are recorded against the Property to ensure compliance with Government Code Section 65915 and Marina Municipal Code Chapter 17.48.

THEREFORE, the City and the Owner hereby agree as follows.

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

(a) "Actual Household Size" means the actual number of persons in the applicable household.

(b) "Adjusted Income" means the total anticipated annual income of all persons in a household, as calculated in accordance with 25 California Code of Regulations Section 6914 or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income.

(c) "Affordable Units" means the one Very Low Income Unit, two Low Income Units, and two Moderate Income Units restricted according to the Inclusionary Ordinance and Density Bonus Law.

(d) "Agreement" means this Regulatory Agreement.

(e) "Assumed Household Size" shall have the meaning set forth in Section 2.2(e). The definition is utilized to calculate affordable rent and is not intended to be a limit on the number of persons occupying a unit.

(f) "City" means the City of Marina, a municipal corporation.

(g) "Development" means the Property and the twenty-three (23) residential units plus one (1) manager unit to be developed on the Property, as well as all appurtenant landscaping, roads and parking spaces existing thereon, as the same may exist from time to time. The Development is referred to as "Building 2" in Exhibit B attached hereto.

(h) "Development Loan" means any loan or grant received by Owner for the construction and operation of the Development.

(i) "Development Lender" means any lender or grantor of a Development Loan.

(j) "Eligible Household" means a Very Low Income Household, Low Income Household, or Moderate Income Household.

(k) "Federal Government" has the meaning given in Section 6.16 of this Agreement.

(l) "HCD" means the California Department of Housing and Community Development.

(m) "HHS" has the meaning given in Section 6.16 of this Agreement.

(n) "HHS Deed" has the meaning given in Section 6.16 of this Agreement.

(o) "Low Income" means the income that does not exceed the qualifying limits for low income households, adjusted for Actual Household Size, based on the California HCD income limits for Monterey County.

(p) "Low Income Household" means a household with an Adjusted Income that does not exceed the Low Income limits for Monterey County.

(q) "Low Income Unit" means the Units which pursuant to Section 2.1(b) below are required to be occupied by Low Income Households or Very Low Income Households.

(r) "Median Income" means the median gross yearly income, adjusted for Actual Household Size, in the County of Monterey, California, as published from time to time by HCD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the Owner with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HCD.

(s) "Moderate Income" means the income that does not exceed the qualifying limits for moderate income households, adjusted for Actual Household Size, based on the HCD income limits for Monterey County.

(t) "Moderate Income Household" means a household with an Adjusted Income that does not exceed the Moderate Income limits for Monterey County.

(u) "Moderate Income Rent" means the maximum allowable rent for a Moderate-Income Unit pursuant to Section 2.2(a) below.

(v) "Moderate Income Unit" means the Units which pursuant to Section 2.1(b) below are required to be occupied by Moderate Income Households, Low Income Households, or Very Low Income Households.

(w) "Owner" means Interim, Inc., a California nonprofit public benefit corporation, and its successors and assigns to the Development.

(x) "Property" means the parcel of real property located in Marina, California, as more particularly described in Exhibit A.

(y) "Rent" means the total of monthly payments by the Tenant of an Affordable Unit for the following: (1) use and occupancy of the Affordable Unit and land and associated facilities, including parking; (2) any separately charged fees or service charges assessed by the Owner which are required of all Tenants, other than security deposits; (3) the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not internet, telephone service, cable television service or any other utility or service permitted to be excluded from the calculation of Rent pursuant to the terms of 25 California Code of Regulations Section 6918; and (4) any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than the Owner, and paid by the Tenant.

(z) "Tenant" means a household occupying an Affordable Unit.

(aa) "Term" means the term of this Agreement, which shall commence on the date of this Agreement and shall continue in perpetuity.

(bb) "Unit" means one of the twenty-four (24) residential units to be constructed on the Property.

(cc) "Very Low Income" means the income that does not exceed the qualifying limits for very low income households, adjusted for Actual Household Size, based on the HCD income limits for Monterey County.

(dd) "Very Low Income Household" means a household with an Adjusted Income that does not exceed the Very Low Income limits for Monterey County.

(ee) "Very Low Income Unit" means the Units which pursuant to Section 2.1(b) below are required to be occupied by Very Low Income Households.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

Section 2.1 Occupancy Requirement.

(a) Very Low Income Affordable Units. During the Term, the Owner shall cause one (1) of the Affordable Units to be rented to and occupied by, or if vacant, available for occupancy by Tenants earning incomes at or below Very Low Income.

(b) Low Income Affordable Units. During the Term, the Owner shall cause two (2) of the Affordable Units to be rented to and occupied by, or if vacant, available for occupancy by Tenants earning incomes at or below Low Income.

(c) Moderate Income Affordable Units. During the Term, the Owner shall cause two (2) of the Affordable Units to be rented to and occupied by, or if vacant, available for occupancy by Tenants earning incomes at or below Moderate Income.

Section 2.2 Allowable Rent.

(a) Very Low Income Rent. Subject to Section 2.3 below, the Rent charged to Tenants of the Very Low-Income Units shall not exceed one-twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size.

(b) Low Income Rent. Subject to Section 2.3 below, the Rent charged to Tenants of the Low-Income Units shall not exceed one-twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted for Assumed Household Size.

(c) Moderate Income Rent. Subject to Section 2.3 below, the Rent charged to Tenants of the Moderate-Income Units shall not exceed one-twelfth (1/12th) of thirty percent (30%) of one hundred ten percent (110%) of Median Income, adjusted for Assumed Household Size.

(d) Initial Rents and Rent Increases. Initial Rents for all Affordable Units shall be approved by the City prior to occupancy to confirm compliance with this Agreement, which approval shall be deemed given if not denied within thirty (30) days after the City has received written request for approval. All rent increases shall also be subject to City approval to confirm compliance with this Agreement, which approval shall be deemed given if not denied within thirty (30) days after the City has received written request for approval. The City shall provide the Owner with a schedule of maximum permissible rents for the Affordable Units annually. Except for an increase described in Section 2.3(a), Rents may not be increased more often than once every twelve (12) months without the prior written approval of the City. Owner shall provide each Tenant with at least sixty (60) days written notice of any increase in Rent applicable to such Tenant. The provisions of this paragraph 2.2(d) shall be subject to applicable Development Lender requirements.

(e) Assumed Household Size. In calculating the allowable Rent for the Affordable Units, Assumed Household Size shall be determined pursuant to the terms of Health and Safety Code Section 50052.5(h), as set forth below:

Number of Bedrooms	Assumed Household Size
Studio	1
One	2
Two	3
Three	4

However, for those Affordable Income Units where Rent is determined pursuant to the CTCAC rent levels in accordance with Section (a) above, Assumed Household Size shall be determined in accordance with CTCAC regulations, as set forth below:

Number of Bedrooms	Assumed Household Size
Studio	1
One	1.5
Two	3
Three	4.5

Section 2.3 Increased Income of Tenants.

(a) Increase of Household Income Below Limit for Moderate Income Household. Subject to applicable Development Lender requirements, if, upon recertification of the income of a Tenant of an Affordable Unit, the Owner determines that the income of the Tenant has increased to above the qualifying limit for such household's unit ("Over Income Household"), the Tenant may continue to occupy the Affordable Unit and the Owner shall rent the next available Unit to a household as necessary to maintain the appropriate number of Affordable Units in each income category as required pursuant to Section 2.1 above. Rent increases for Over Income Households shall not result in a total Rent exceeding 30% of the Adjusted Income.

(b) Termination of Occupancy. Upon termination of occupancy of an Affordable Unit by a Tenant, such Affordable Unit shall be deemed to be continuously occupied by a household of the same income level as the income level of the vacating Tenant, until such Affordable Unit is reoccupied, at which time the income character of the Affordable Unit shall be redetermined. In any event, Owner shall maintain the occupancy requirements set forth in section 2.1 above.

Section 2.4 Income and Rent Calculations. In the event that HCD no longer publishes the income and rent information that this Agreement contemplates that HCD will publish, the City will provide the Owner with other income and rent determinations which are reasonably similar with respect to methods of calculations to those previously published by HCD.

Section 2.5 Tenant Selection. Owner shall comply with the City's BMR Program Administrative Policies and Procedures as they currently exist or as they may be updated from time to time in the selection of Tenants, including complying with any preferences in such Guidelines, to the fullest extent that is not inconsistent with applicable Development Lender requirements.

Section 2.6 Nondiscrimination. Owner shall not discriminate or segregate in the development, construction, use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Property on the basis of race, color, ancestry, national origin, religion, sex, sexual preference or orientation, age, marital status, family status, source of income, physical or mental disability, veteran status, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC) acquired or perceived, or any other arbitrary basis. Owner shall otherwise comply with all applicable local, state, and federal laws concerning discrimination in housing.

ARTICLE 3
INCOME CERTIFICATION AND REPORTING

Section 3.1 Income Certification. The Owner will obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each Tenant renting any of the Affordable Units. The Owner shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking two or more of the following steps as a part of the verification process: (a) obtain a pay stub for the most recent pay period; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain an income verification form from the applicant's current employer; (e) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; (f) if the applicant is unemployed and has no such tax return, obtain another form of independent verification; or (g) obtain documentation acceptable to other Development Lenders. Copies of Tenant income certifications shall be available to the City upon request. Owner shall not conduct a credit agency search for annual income recertification.

Section 3.2 Annual Report to City. The Owner shall submit to the City (a) not later than the sixtieth (60^{th}) day after the close of each calendar year, or such other date as may be requested by the City, a statistical report, including income and rent data for all Affordable Units and (b) within fifteen (15) days after receipt of a written request, any other information or completed forms requested by the City in order to comply with reporting requirements of Health and Safety Code Section 33418. Notwithstanding the previous sentence, the Owner may satisfy this requirement by providing reporting material to the City prepared for a public agency Development Lender. City may request additional information consistent with this section that is not included in reporting material prepared for a public agency Development Lender.

Section 3.3 Additional Information. The Owner shall provide any additional information reasonably requested by the City. The City shall have the right to examine and make copies of all books, records or other documents of the Owner which pertain to the Development.

Section 3.4 Records. The Owner shall maintain complete, accurate and current records pertaining to the Development, and shall permit any duly authorized representative of the City to inspect records, including records pertaining to income and household size of Tenants upon reasonable prior notice during normal business hours. All Tenant lists, applications and waiting lists relating to the Development shall at all times be kept separate and identifiable from any other business of the Owner and shall be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. The Owner shall retain copies of all materials obtained or produced with respect to occupancy of the Affordable Units for a period of at least five (5) years.

Section 3.5 Expenses. Owner shall annually pay City's monitoring and enforcement fees for the Affordable Units in accordance with City's Master Fee Schedule, but only in the event that no other monitoring fee is charged in connection with funding administered by or on behalf of a public agency of the State of California. The monitoring or enforcement fee shall be either

City's actual expenses incurred for monitoring or enforcing the terms of this Agreement, including staff time and third party costs or the amount set forth in the Master Fee Schedule, as determined by City.

Section 3.6 On-site Inspection. The City shall have the right to perform an on-site inspection of the Development at least one (1) time per year. The Owner agrees to cooperate in such inspection. If City desires to inspect the interior of the residential units, City shall give Owner sufficient written notice to allow Owner to give seventy-two (72) hours' notice to residents.

ARTICLE 4
OPERATION OF THE DEVELOPMENT

Section 4.1 Residential Use. The Development shall be operated only for residential use. No part of the Development shall be operated as transient housing.

Section 4.2 Taxes and Assessments. Owner shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Owner shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Owner exercises its right to contest any tax, assessment, or charge against it, Owner, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

ARTICLE 5
PROPERTY MANAGEMENT AND MAINTENANCE

Section 5.1 Management Responsibilities. The Owner is responsible for all management functions with respect to the Development, including without limitation the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility, indirect or direct, over management of the Development. The Owner shall ensure that the Development complies with the City of Marina's BMR Housing Program Administrative Policies and Procedures as it currently exists and as it may be amended from time to time. The Owner shall retain a professional property management company approved by the City in its reasonable discretion to perform its management duties hereunder. A resident manager shall also be required at all times. The City hereby approves Interim, Inc., a California nonprofit public benefit corporation, as the Management Agent (as defined in Section 5.2).

Section 5.2 Management Agent. The Development shall at all times be managed by an experienced management agent reasonably acceptable to the City, with demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (as approved, the "Management Agent"). The Owner shall submit for the

City's approval the identity of any proposed Management Agent. The Owner shall also submit such additional information about the background, experience and financial condition of any proposed Management Agent as is reasonably necessary for the City to determine whether the proposed Management Agent meets the standard for a qualified Management Agent set forth above. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, the City shall approve the proposed Management Agent by notifying the Owner in writing. Unless the proposed Management Agent is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved.

Section 5.3 Performance Review. The City reserves the right to conduct an annual (or more frequently, if deemed reasonably necessary by the City) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the City to determine if the Development is being operated and managed in accordance with the requirements and standards of this Agreement. The Owner shall cooperate with the City in such reviews. Notwithstanding the previous sentences, Owner may satisfy this requirement by providing to the City the reporting materials prepared for a public agency Development Lender.

Section 5.4 Replacement of Management Agent. If, as a result of a periodic review, the City determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the City shall deliver notice to Owner of its intention to cause replacement of the Management Agent, including the detailed reasons therefor (a "Management Default Notice"). If the issues set forth in the Management Default Notice are not cured within sixty (60) days of delivery of the Management Default Notice, or if such default cannot be cured within sixty (60) days, if the cure is not commenced within sixty (60) days and diligently prosecuted thereafter, City staff and the Owner shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, City staff recommends in writing the replacement of the Management Agent, Owner shall, subject to the rights of any Development Lender, promptly dismiss the then Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a Management Agent set forth in Section 5.2 above and approved by the City pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Owner shall provide that the contract can be terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section shall constitute default under this Agreement, and the City may enforce this provision through legal proceedings as specified in Section 5.6.

Section 5.5 Approval of Management Policies. Prior to initial leasing, the Owner shall submit its written management policies with respect to the Development to the City for its review and approval, which approval shall be deemed given if not denied within forty-five (45) days after notice is given to the City pursuant to the notice provisions of this Agreement. Owner shall amend such policies in any way necessary, to the extent not inconsistent with management policy requirements of a public agency Development Lender, to ensure that such policies comply

with the provisions of this Agreement and provide a copy of the revised management policies to the City.

Section 5.6 Property Maintenance. The Owner agrees, for the entire Term of this Agreement, to maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in accordance with the following maintenance conditions:

The City places prime importance on quality maintenance to ensure that all affordable housing projects within the City are not allowed to deteriorate due to below-average maintenance. Normal wear and tear of the Development will be acceptable to the City assuming the Owner agrees to provide all necessary improvements to ensure the Development is maintained in good condition. The Owner shall make all repairs and replacements necessary to keep the improvements in good condition and repair.

In the event that the Owner breaches any of the covenants contained in this section and such default continues for a period of fifteen (15) days after written notice from the City with respect to graffiti, debris, waste material, and general maintenance or thirty (30) days after written notice from the City with respect to landscaping and building improvements, then the City, in addition to whatever other remedy it may have at law or in equity, shall have the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the City shall be permitted (but is not required) to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property. Owner shall promptly pay to the City, upon demand, any costs incurred by the City in connection with work of protection, maintenance, and preservation undertaken by the City pursuant to this section, and the City may attach a lien on the Property, or to assess the Property, in the amount of such expenditures if Owner does not promptly reimburse the City upon demand.

ARTICLE 6
MISCELLANEOUS

Section 6.1 Lease Provisions. The Owner shall use a form of Tenant lease approved by the City. The form of Tenant lease shall also comply with all requirements of this Agreement, and shall, among other matters, to the extent permitted by Development Lenders and applicable laws:

(a) provide for termination of the lease and consent by the Tenant to immediate eviction for failure: (1) to provide any information required under this Agreement or reasonably requested by the Owner to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this Agreement, or (2) to qualify as an Eligible Household as a result of

any material misrepresentation made by such Tenant with respect to the income computation or certification; and

(b) be for an initial term of not less than one (1) year. After the initial year of tenancy, the lease may be month to month by mutual agreement of the Owner and the Tenant; however the Rent may not be raised more often than once every twelve (12) months after such initial year. The Owner shall provide each Tenant with at least sixty (60) days' written notice of any increase in Rent applicable to such Tenant, and with such further notice as may be required by Section 2.3 above.

Section 6.2 Nondiscrimination. All of the Affordable Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. The Owner shall obtain the City's approval prior to implementing any preference for any particular class or group of person, provided, however, that the City hereby approves, for so long as required by Development Lenders, that the Units may be targeted for occupancy for persons who are homeless, at risk of homelessness, fleeing domestic or sexual violence, and other populations where supportive services would mitigate housing instability, with a preference for persons who have serious mental illness. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g. SSI, Housing Vouchers), age, ancestry, veteran status, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit nor shall the Owner or any person claiming under or through the Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of any Unit.

Section 6.3 Section 8 Certificate Holders. The Owner will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Owner shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective Tenants, nor shall the Owner apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

Section 6.4 Term. The provisions of this Agreement shall apply to the Property for the entire Term. This Agreement shall bind any successor, heir or assign of the Owner, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City.

Section 6.5 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Owner shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the

Term, (iii) a statement that a copy of such notice will be sent to the City, and (iv) a statement that a public hearing may be held by the City on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing.

(b) In addition to the notice required above, Owner shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11 as such statutes may be amended from time to time. Such notice requirements include: (i) a three year notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to expiration of the Term; (ii) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)).

Section 6.6 Covenants to Run With the Land. The City and the Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Development or the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Development or the Property from the requirements of this Agreement.

Section 6.7 Enforcement by the City. If the Owner fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the City has notified the Owner in writing of the default or, if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within ninety (90) days, or such longer period as reasonably approved by the City, in writing the City shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel the Owner's performance of its obligations under this Agreement, and/or for damages.

(b) Other Remedies. The City may exercise any other remedy provided under this Agreement or by law. Owner's limited partners shall have the right to cure on behalf of Owner and City shall accept a cure therefrom as if such cure was made or tendered by Owner.

Section 6.8 Attorneys' Fees and Costs. In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

Section 6.9 Recording and Filing. The City and the Owner shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Monterey.

Section 6.10 Governing Law and Recitals. This Agreement shall be governed by the laws of the State of California. The Recitals referenced above are incorporated by reference as if fully set forth herein. Jurisdiction for any dispute regarding this Agreement shall be in the Superior Court for the Monterey County or, in the United District Court for the Northern District of California, as applicable.

Section 6.11 Waiver of Requirements. Any of the requirements of this Agreement may be expressly waived by the City in writing, but no waiver by the City of any requirement of this Agreement shall, or shall be deemed to, extend to or affect any other provision of this Agreement.

Section 6.12 Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Monterey.

Section 6.13 Notices. Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

Owner:	Interim Inc. 604 Pearl Street Monterey, CA 93940 Attention: Executive Director
With a Copy to:	Goldfarb & Lipman LLP 1300 Clay Street, 11th Floor Oakland, California 94612 Attention: Benjamin Funk
City:	City of Marina 211 Hillcrest Avenue Marina, California 93933 Attention: City Manager
With a Copy to:	Shute, Mihaly & Weinberger, LLP 550 California Street, Suite 1200 San Francico, CA 94104 Attention: René Alejandro Ortega, City Attorney

Such addresses may be changed by notice to the other party given in the same manner as provided above.

Section 6.14 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

Section 6.15 Rights of Mortgagee. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Development or the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Development or the Property that such violation has occurred, provided that Owner has provided City with notice of such mortgage or deed of trust including addresses for the holders of such mortgages or deed of trust and provided further, the City's failure to give such notice shall not defeat or render invalid any notice of default given by the City to the Owner or prohibit the City from exercising any of its remedies.

Section 6.16 HHS Requirements. During the period that the United States of America (the "Federal Government") has a right of reversion pursuant to the terms of the Quitclaim Deed entered into by the Federal Government acting through the Secretary of Health and Human Services ("HHS") and the Owner, recorded in Reel 3388, Page 671, of the Official Records of the County of Monterey, State of California (the "HHS Deed"), the following provisions shall apply:

(a) Priority. The provisions of this Agreement are subject and subordinate to the rights of the Federal Government including, without limitation, the right of reversion contained in the HHS Deed. In the event of conflict between this Agreement and the HHS Deed, and the legal authorities referenced therein, the provisions of the HHS Deed, and the legal authorities referenced therein, shall control. The City and Owner further acknowledge and agree that, upon the Federal Government exercising its right of reentry under the HHS Deed, the Federal Government shall take the entire Property free and clear of any liens or other encumbrances.

(b) Federal Government's Right of Unrestricted Access. The Federal Government has the right to enter and inspect the entire Property upon two (2) days' notice except in the event of exigent circumstances, in which case such notice shall not be required.

(c) Insurance. HHS shall be named as an additional insured on all insurance procured by the Owner with respect to the Development.

(d) Indemnity. Owner shall defend, indemnify, and save harmless HHS from any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) incurred by reason of any demands, claims, suits, actions, or proceeding arising from the acquisition, development and operation of the Development.

Section 6.17 Indemnity. Upon demand by the City, and in addition to any obligations set forth in the applicable land use permits and approvals, Owner shall indemnify, defend (with

counsel reasonably selected by the City), and hold harmless the City and its councilmembers, commissioners, directors, officers, employees, agents, successors and assigns (each an "Indemnified Party") from and against any and all claims, liens, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, and all costs incurred in connection therewith (including without limitation actual attorneys' fees and costs of experts and consultants) arising from: (i) Owner's performance or non-performance of its obligations hereunder; (ii) Owner's lease of the Property; or (iii) the development, construction, marketing, rental and operation of the Development or the relocation of any occupants on the Property, except for claims arising solely from the negligence, willful misconduct, illegal acts, or breach of this Regulatory Agreement by any Indemnified Party. The indemnification obligations set forth in this Section shall survive any termination or expiration of this Regulatory Agreement.

Section 6.18 Time is of the Essence. Time is of the essence in this Agreement. All references to days in this Agreement are calendar days, unless explicitly referenced as a Business Day. The number of days specified in any provision of this Agreement shall be counted by excluding the first day and including the last day, unless the last day is a not a Business Day, in which case it shall be excluded. Any act required by this Agreement to be performed by a certain day is timely performed if completed before 5:00 p.m. local time on that date. If the day for performance of any obligation under this Agreement is not a Business Day, then the time for performance of that obligation is extended to 5:00 p.m. local time on the first day following that is a Business Day.

Section 6.19 Interpretation**.** The use in this Agreement of the words "including," "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. The headings of this Agreement are for convenience only and do not in any way limit or amplify the terms or provisions hereof. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, or neuter, and to the singular or plural, as the identity of the party or parties may require.

Section 6.20 No Limitation on Municipal Powers. Nothing in this Agreement shall limit, waive, or otherwise impair the authority and discretion of: (a) the City's Community Development Department, in connection with the review and approval of any proposed construction plans for the Property (or any change to such plans), or any use, or proposed use, of the Property; or (b) any other office or department of the City acting in its capacity as a governmental regulatory authority with jurisdiction over the development, use, or operation of the Property.

Section 6.21 Complete Understanding of the Parties. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the matters set forth in this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties to this Agreement and their

counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to California Civil Code Section 1654 as may be amended from time to time) shall not apply to the interpretation of this Agreement.

Section 6.22 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the City and Owner have executed this Agreement by duly authorized representatives, all on the date first written above.

OWNER:

Interim Inc.,
a California nonprofit public benefit corporation

By: _____
Name: Rhiyan Quiton
Title: Executive Director

ATTEST:

CITY:

City of Marina, a municipal corporation

By: _____

By: _____
Layne Long, City Manager

APPROVED AS TO FORM:

By: _____
René Alejandro Ortega, City Attorney

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, 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.

_____
Name: _____
Notary Public

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, 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.

_____
Name: _____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The land is situated in the City of Marina, County of Monterey, State of California, and is described as follows:

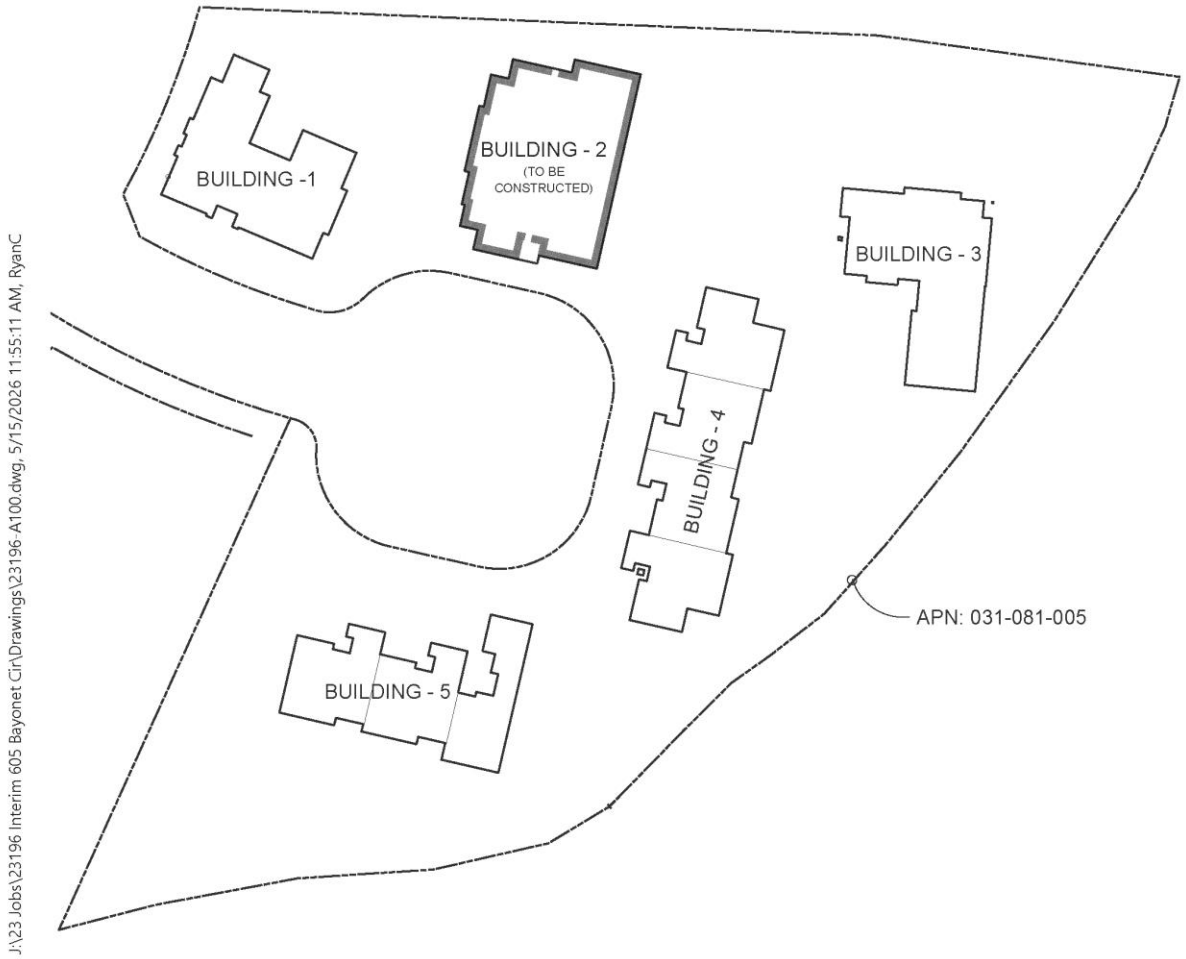
For APN/Parcel ID(s): 031-081-005-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MARINA, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1, AS SHOWN ON THE RECORD OF SURVEY MAP FILED NOVEMBER 9, 1995 IN VOLUME 19 OF SURVEYS, AT PAGE 116, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ALL WATER RIGHTS AS RESERVED IN THE QUITCLAIM DEED EXECUTED BYTHE UNITED STATES OF AMERICA, RECORDED JUNE 27, 1996 IN REEL 3388, PAGE 671, OF OFFICIAL RECORDS.

EXHIBIT B
Site Plan



2070993.1

May 29, 2026 Item No. **10g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 2, 2026

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2026- , APPROVING FY 2026-2027 AMENDMENTS TO EXHIBITS A AND B OF THE MEMORANDUM OF UNDERSTANDING BETWEEN ReGen MONTEREY AND ITS MEMBER AGENCIES REGARDING COMPLIANCE WITH SB 1383, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.

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

1. 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;
2. Authorizing the City Manager or his designee to execute the agreement on behalf of the City subject to final review and approval by the City Attorney; and
3. Authorizing the Finance Director to make any necessary accounting and budgetary entries.

BACKGROUND:
The State of California adopted Senate Bill 1383 (SB 1383), California's Short-Lived Climate Pollutants legislation, establishing statewide mandates intended to reduce organic waste disposal and increase edible food recovery throughout the state.

SB 1383 requires jurisdictions to reduce organic waste disposal by 75 percent from 2014 levels and recover at least 20 percent of edible food currently disposed of for human consumption. The regulations became effective January 1, 2022, and impose ongoing compliance responsibilities on local jurisdictions, including public education, edible food recovery coordination, contamination monitoring, procurement of recovered organic waste products, inspections, recordkeeping, and reporting requirements.

In response to these state mandates, the member agencies of ReGen Monterey determined that it was in their best interest to coordinate regional compliance activities related to SB 1383. Participating agencies further determined that ReGen Monterey possesses the expertise and resources necessary to implement certain compliance activities on behalf of member jurisdictions in a coordinated and cost-effective manner.

As a result, the Monterey Regional Waste Management District (DBA ReGen Monterey) and its member agencies entered into a Memorandum of Understanding establishing a framework for shared SB 1383 compliance activities and proportional cost sharing among participating agencies.

The original MOU became effective July 1, 2021, and includes annual updates to **EXHIBIT A** that pertains to Detailed Activities and Costs, and **EXHIBIT B** that details Member Agencies' Annual Proportionate Shares and Costs.

The agreement is supported through the ReGen Monterey Technical Advisory Committee (TAC), which consists of representatives from member agencies, haulers, and ReGen Monterey staff.

ANALYSIS:

Each fiscal year, ReGen Monterey evaluates anticipated expenses associated with regional SB 1383 compliance activities and updates **EXHIBITS A and B** accordingly. The annual scope of work includes activities necessary to maintain compliance with state regulations and to support participating jurisdictions with ongoing implementation requirements.

The FY 2026-2027 Exhibit A budget includes regional activities associated with SB 1383 program administration, edible food recovery program coordination, outreach and technical assistance to edible food generators and food recovery organizations, commercial and multi-family organics outreach, contamination monitoring, public education and media outreach, procurement compliance support, reporting and recordkeeping systems, and Technical Advisory Committee coordination.

New for FY 2026-2027 are several activities that were previously funded through CalRecycle Local Assistance Grant Program (LAGP) funding but must now be directly funded by participating member agencies due to expiration of those grant funds. These activities include procurement of organic materials such as compost, commercial and multi-family organics outreach, additional edible food recovery outreach and technical assistance, and continuation of the Sort with Heart public education campaign.

Overall program costs increased approximately seven percent compared to the prior fiscal year due to the expiration of grant funding and increased compliance-related program costs necessary to maintain compliance with SB 1383 requirements.

Under Exhibit B, the City of Marina's FY 2026-2027 proportional share is $75,399. This allocation includes Marina's participation in regional compliance activities, contamination monitoring, outreach programs, edible food recovery coordination, procurement compliance support, and shared reporting systems.

Participation in the regional program allows the City to continue leveraging shared technical expertise, coordinated outreach, centralized reporting support, and regional program efficiencies associated with increasingly complex state solid waste regulations.

The proposed amendments do not create additional independent regulatory obligations beyond those already imposed upon the City pursuant to SB 1383 and related state regulations.

FISCAL IMPACT:

The City of Marina's FY 2026-2027 proportional share under the MOU is $75,399.

The annual cost represents the City's share of regional SB 1383 compliance activities administered through ReGen Monterey, including public education, edible food recovery support, contamination monitoring, procurement compliance assistance, reporting support, and related program administration.

Funding for the City's participation is anticipated to be incorporated into the Public Works Department Solid Waste and Recycling budget. ReGen Monterey invoices participating member agencies twice annually pursuant to the terms of the MOU.

ENVIRONMENTAL DETERMINATION:

The proposed action is not a "project" subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), which excludes "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment."

EXHIBITS:

Exhibit A – FY 2026-2027 Amendments to Exhibit A – Detailed Activities and Costs
Exhibit B – FY 2026-2027 Amendments to Exhibit B – Member Agencies' Annual Proportionate Shares and Costs
Exhibit C – Memorandum of Understanding Between ReGen Monterey and Member Agencies Regarding Assistance with Compliance with SB 1383

Respectfully submitted,

_____
Ismael Hernandez
Public Works Director
City of Marina

REVIEWED/CONCUR

_____
Layne Long
City Manager
City of Marina

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF MARINA APPROVING FY 2026-2027 AMENDMENTS TO EXHIBITS A AND B OF THE MEMORANDUM OF UNDERSTANDING BETWEEN REGEN MONTEREY AND ITS MEMBER AGENCIES REGARDING COMPLIANCE WITH CALIFORNIA SENATE BILL 1383, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.

WHEREAS, the State of California adopted Senate Bill 1383 (SB 1383), establishing statewide requirements related to organic waste reduction, edible food recovery, and landfill diversion; and

WHEREAS, SB 1383 regulations impose ongoing compliance responsibilities upon local jurisdictions, including public education, edible food recovery coordination, contamination monitoring, procurement compliance, inspections, recordkeeping, and reporting obligations; and

WHEREAS, member agencies of ReGen Monterey previously entered into a Memorandum of Understanding to coordinate regional SB 1383 compliance activities in an efficient and cost-effective manner; and

WHEREAS, the Memorandum of Understanding authorizes annual amendments to Exhibits A and B to establish updated program activities, costs, and member agency proportional shares; and

WHEREAS, the proposed FY 2026-2027 amendments continue regional coordination of SB 1383 compliance activities and allocate the City of Marina's proportional share of program costs.

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

1. The City Council hereby approves FY 2026-2027 amendments to Exhibits A and B of the Memorandum of Understanding between ReGen Monterey and its member agencies regarding compliance with SB 1383.
2. The City Manager or his designee is authorized to execute all necessary documents and take all actions required to effectuate this agreement, subject to final review and approval by the City Attorney.
3. The Finance Director is authorized to make necessary accounting and budgetary entries.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Marina, duly held on the 2nd 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

Detailed Activities and Costs
FY 2026-2027

Task #	SB 1383 Fee Category	Detail	FY 26/27 Budget	Notes
1	HF&H General Support & TAC meetings	Task #5 (general support) & task #6 (monthly TAC meetings) of HF&H FY 2026 proposal	$ 14,000	
2	Edible Food Recovery Capacity Building	$50,000 for ReGen portion of grant allocations $10,500 for grant administration	$ 60,500	Grants offered jointly by ReGen & SVR. County is omitted from this line item.
3	Edible Food Recovery Program Administration	Capacity Assessment Updates - Living Document FRO Annual Capacity Survey Updates Other support (TBD): Edible Food Outreach - Follow-up target groups Organics Collections Outreach - Follow-up target groups School Food Waste Reductions - Targeted groups Conference presentations	$ 15,635	ReGen member agency portion only. Split 50/50 with SVR.
4	Outreach & Technical Assistance to FROs and EFGs	Outreach and technical assistance for food recovery organizations (FROs) and Edible Food Generators (EFGs), Careit App support	$ 19,170	Previously funded by CalRecycle LAGP grants.
5	Edible Food Generator Inspections for Tier 1 & 2	Inspections only	$ 4,602	Omits County of Monterey as they perform their own inspections
6	Commercial and Multi-Family Organics Outreach	Provide outreach, education, and technical assistance support to targeted multi-family and commercial businesses	$ 9,450	Previously funded by CalRecycle LAGP grants.
7	Public Education	Design/creation of public education materials ($5k). Does not include production or distribution of materials created. Continuation of Sort with Heart campaign ($25k media placement inclusive of booking fees).	$ 30,000	Sort with Heart campaign previously funded by CalRecycle LAGP grant.
8	Contamination Monitoring (Lid Flipping)		$ 18,400	Omits County of Monterey due to WM Smart Truck.
9	Recyclist Fees	Cloud-based recordkeeping and reporting system shared by haulers, jurisdictions and processor.	$ 14,002	Omits County & City of Monterey, who subscribe separately.
10	ReGen Monterey Staff Time	Coordination and Hosting of Monthly TAC Meetings Hosting and/or participating in TAC Subcommittees SB 1383 Program Coordination and Implementation CalRecycle Reporting Support - Electronic Annual Report & Implementation Records	$ 75,000	
SB 1383 Total			$ 260,759	

SB 1383 Procurement of Organic Material
(Cost per member agency feeds directly into Exhibit B)

Member Agency	Annual Procurement Target (tons of compost)	Cost @ $5/ton using direct-service provider agreement	Notes
Carmel-by-the-Sea	187	$ 935.00	
Del Rey Oaks	78	$ 390.00	
Marina	1,017	$ 5,085.00	
Monterey	1,317	$ 6,585.00	
Pacific Grove	721	$ 3,605.00	
Sand City	18	$ 90.00	*The County of Monterey has separate procurement MOU w/ ReGen through 2027. Their amount is not included in this total.
Seaside	1,491	$ 7,455.00	
Pebble Beach CSD	210	$ 1,050.00	
Unincorporated County (West)*	3071	$ 15,355.00	
ReGen Monterey Total	8,110	$ 40,550.00	

HF&H Franchise Management Fees

Task #	FY 26/27 Budget	Notes
1. Review Contractor's Quarterly Reports	$16,000	Franchise Management services are for GreenWaste member agencies only (omitting the City and County of Monterey).
2. Review Contractor's Annual Report	$3,000	
3. Review Franchise Fee Payments	$3,000	
4. Review Contractor's Annual Rate Adjustments	$50,000	
8. Monitor Contract Compliance	$24,000	
Franchise Management Total	$96,000	

Exhibit A Total	$ 381,954	

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND ITS MEMBER AGENCIES REGARDING ASSISTANCE WITH COMPLIANCE WITH CALIFORNIA SENATE BILL 1383

This Memorandum of Understanding ("MOU") is made and entered into as of the date of the signatures set forth below by and between the MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT ("District", "MRWMD"), a California Garbage and Refuse Disposal District, and its member agencies including the cities of CARMEL-BY-THE-SEA, DEL REY OAKS, MARINA, MONTEREY, PACIFIC GROVE, SAND CITY, and SEASIDE; THE PEBBLE BEACH COMMUNITY SERVICES DISTRICT; and THE COUNTY OF MONTEREY ("Member Agencies"). Collectively these entities shall be known herein as "Parties" or individually as a "Party."

Recitals

A. The State of California has passed legislation, known as Senate Bill 1383, California's Short-Lived Climate Pollutants regulation. The regulation will have significant impact on each Member Agency, with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis. The legislation mandates that Member Agencies undertake certain activities around the handling of organic waste materials collected within their jurisdictions. The regulation also requires 20% recovery of edible food by 2025 to direct it to a beneficial use and thus prevent it from entering the waste stream. Regulations take effect, and local program implementation will begin, on January 1, 2022.

B. The Member Agencies have determined that it is in their best interest to coordinate their activities related to this legislation. This coordination is being facilitated by the District's Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three Haulers in the District service area (Haulers), Salinas Valley Recycles (SVR) and MRWMD.

C. The Member Agencies have further determined that the District has the expertise and resources necessary to implement some of these activities on the Member Agencies' behalf and have now requested that the District incur costs to provide these activities.

D. The Member Agencies have agreed to reimburse the District for proportionate shares of certain designated annual costs incurred by the District for these activities.

E. The form and content of this MOU have been presented to the TAC, and the TAC has recommended it for approval by the Parties

NOW THEREFORE, in consideration of the mutual benefits to be derived by the District and the Member Agencies, and of the promises contained in this MOU, the Parties agree as

follows:

Section 1. Recitals: The recitals set forth above are incorporated into this MOU.

Section 2. Purpose: The purpose of this MOU is to provide a structure for the Member Agencies to reimburse the District for SB 1383 related activities it performs on behalf of the Member Agencies.

Section 3. Voluntary: This MOU is voluntarily entered into by the Parties for the purpose of facilitating the implementation of SB 1383.

Section 4. Term: This MOU shall become effective on the last day of its execution by a Party and shall remain in effect until terminated by the Parties.

Section 5. Scope of Work, Costs & Cost Sharing: The scope of work, and associated costs, are set out in Exhibit A, entitled Detailed Activities and Costs, attached hereto and incorporated herein. Allocation of such costs to the Member Agencies is set out in Exhibit B, entitled Member Agencies' Annual Proportionate Shares and Costs, attached hereto and incorporated herein. Exhibit C outlines estimated individual Member Agencies' allocations related to the Department of Resources Recycling and Recovery (CalRecycle) SB 1383 Local Assistance Grant Program (OWR1: 2021-22), attached hereto and incorporated herein. Exhibit D defines the estimated annual procurement requirements of organic material and estimated cost per ton of compost for each Member Agency, attached hereto and incorporated herein.

No later than March 1 of each year, and at such other times as directed by the Parties, the TAC shall meet to consider and, if deemed necessary, modify Exhibits A, B, C, and/or D subject to direction from the governing bodies of each Member Agency to its TAC representative.

Section 6. The District Agrees:

(a) District staff will manage activities as identified in Exhibit A, C, and D which activities include contracting with third party vendors when reasonably necessary and paying those vendors for contracted costs.

(b) Two times per year, on dates to be determined by the TAC, District will invoice Member Agencies for each Member Agency's proportionate share of costs as shown in Exhibit B with each invoice to be fifty percent (50%) of the Member Agency's share of costs.

(c) Upon award of CalRecycle SB 1383 Local Assistance Grant Program funds, the District will invoice Member Agencies for their full allocation of grant funds as shown in Exhibit C. Four times during the grant term, aligned with dates identified by CalRecycle grant Terms & Conditions, the District shall report to Member Agencies a summary of actual grant expenditures and progress toward grant tasks to date.

(d) District will maintain an accounting of activities and expenses and provide reconciliation of payments annually. Material differences between estimated costs and actual incurred costs will result in either: 1) an adjustment made to the final annual payment for each Member Agency, or 2) such cost difference shall be incorporated into the subsequent year cost allocation.

(e) In year one only, in recognition of expected continuation of improved recycling revenues for the District from recyclable material sales, the District will off-set $140,000 of the costs identified in Exhibit A. This off-set is reflected in the cost allocations set out in Exhibit B for FY 2021-22.

Section 7. The Member Agencies Agree:

(a) To reimburse the District for all expenses incurred by the District under this MOU in accordance with each Member Agency's proportionate share as shown on Exhibit B, C, and D.

(b) To make a full-faith effort to cooperate with one another and with the District to achieve the purposes of this MOU by providing information, reviewing information in a timely manner, and informing their respective administration and governing bodies.

Section 8. Termination. Any Party may terminate its participation in this MOU upon giving written notice to the District no later than April 1 of any calendar year during the term of this MOU. Within ten days following a Party's termination date, such party shall pay District all charges then due and payable and shall pay when determined any additional charges that shall later come due under the MOU, subject to the limits set out in Exhibits A, B, C, and D.

Section 9. General Provisions.

(a) This MOU is binding and for the benefit of the respective successors, heirs, and assigns of each Party and the District; provided however, no Party may assign its respective rights or obligations under this MOU without the prior written consent of the District.

(b) This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(c) If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

(d) Waiver by the District or any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition, or covenant.

Waiver by the District or any Party of any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(e) This MOU may be executed in any number of counterparts, each of which is an original but all of which taken together will constitute one and the same instrument, provided, however, that such counterparts have been delivered to all parties to this MOU.

(f) All parties acknowledge they have been represented, or have had the opportunity to be represented, by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU will be construed according to its fair language. Any ambiguities will be resolved in a collaborative manner by the District and the Parties and must be rectified by amending this MOU.

(g) This MOU supersedes and replaces all prior MOUs between the District and the Parties hereto relating to the subject matter of this MOU.

IN WITNESS WHEREOF, the District and the Parties have caused this MOU to be executed by their duly authorized representatives as of the date of their respective signatures.

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF CARMEL-BY-THE-SEA

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF DEL REY OAKS

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF MARINA

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF MONTEREY

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF PACIFIC GROVE

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

SAND CITY

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF SEASIDE

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

PEBBLE BEACH COMMUNITY SERVICES DISTRICT

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

COUNTY OF MONTEREY

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

Exhibit A
Detailed Activities and Costs
FY 2026-2027

Task #	SB 1383 Fee Category	Detail	FY 26/27 Budget	Notes
1	HF&H General Support & TAC meetings	Task #5 (general support) & task #6 (monthly TAC meetings) of HF&H FY 2026 proposal	$ 14,000	
2	Edible Food Recovery Capacity Building	$50,000 for ReGen portion of grant allocations $10,500 for grant administration	$ 60,500	Grants offered jointly by ReGen & SVR. County is omitted from this line item.
3	Edible Food Recovery Program Administration	Capacity Assessment Updates - Living Document FRO Annual Capacity Survey Updates Other support (TBD): Edible Food Outreach - Follow-up target groups Organics Collections Outreach - Follow-up target groups School Food Waste Reductions - Targeted groups Conference presentations	$ 15,635	ReGen member agency portion only. Split 50/50 with SVR.
4	Outreach & Technical Assistance to FROs and EFGs	Outreach and technical assistance for food recovery organizations (FROs) and Edible Food Generators (EFGs), Careit App support	$ 19,170	Previously funded by CalRecycle LAGP grants.
5	Edible Food Generator Inspections for Tier 1 & 2	Inspections only	$ 4,602	Omits County of Monterey as they perform their own inspections
6	Commercial and Multi-Family Organics Outreach	Provide outreach, education, and technical assistance support to targeted multi-family and commercial businesses	$ 9,450	Previously funded by CalRecycle LAGP grants.
7	Public Education	Design/creation of public education materials ($5k). Does not include production or distribution of materials created. Continuation of Sort with Heart campaign ($25k media placement inclusive of booking fees).	$ 30,000	Sort with Heart campaign previously funded by CalRecycle LAGP grant.
8	Contamination Monitoring (Lid Flipping)		$ 18,400	Omits County of Monterey due to WM Smart Truck.
9	Recyclist Fees	Cloud-based recordkeeping and reporting system shared by haulers, jurisdictions and processor.	$ 14,002	Omits County & City of Monterey, who subscribe separately.
10	ReGen Monterey Staff Time	Coordination and Hosting of Monthly TAC Meetings Hosting and/or participating in TAC Subcommittees SB 1383 Program Coordination and Implementation CalRecycle Reporting Support - Electronic Annual Report & Implementation Records	$ 75,000	
SB 1383 Total			$ 260,759	

SB 1383 Procurement of Organic Material
(Cost per member agency feeds directly into Exhibit B)

Member Agency	Annual Procurement Target (tons of compost)	Cost @ $5/ton using direct-service provider agreement	Notes
Carmel-by-the-Sea	187	$ 935.00	
Del Rey Oaks	78	$ 390.00	
Marina	1,017	$ 5,085.00	
Monterey	1,317	$ 6,585.00	
Pacific Grove	721	$ 3,605.00	
Sand City	18	$ 90.00	*The County of Monterey has separate procurement MOU w/ ReGen through 2027. Their amount is not included in this total.
Seaside	1,491	$ 7,455.00	
Pebble Beach CSD	210	$ 1,050.00	
Unincorporated County (West)*	3071	$ 15,355.00	
ReGen Monterey Total	8,110	$ 40,550.00	

HF&H Franchise Management Fees

Task #	FY 26/27 Budget	Notes
1. Review Contractor's Quarterly Reports	$16,000	Franchise Management services are for GreenWaste member agencies only (omitting the City and County of Monterey).
2. Review Contractor's Annual Report	$3,000	
3. Review Franchise Fee Payments	$3,000	
4. Review Contractor's Annual Rate Adjustments	$50,000	
8. Monitor Contract Compliance	$24,000	
Franchise Management Total	$96,000	

Exhibit A Total	$ 381,954	

Exhibit B

Member Agencies' Annual Proportionate Shares of Costs*
FY 2026-2027

Table 1
HF&H General Support; EFR Capacity, Admin & Technical Assistance; COM & MFD Outreach; Pub Ed; & ReGen Staff Time*

	Population			
	#	%	Per Agency Cost/Year	With $8,500 Minimum
Carmel	3,220	2.9%	$ 5,981	$ 8,500
DRO	1,592	1.5%	$ 2,957	$ 8,500
Marina	22,359	20.4%	$ 41,529	$ 37,943
PG	15,090	13.8%	$ 28,028	$ 25,608
PBCSD	4,531	4.1%	$ 8,416	$ 8,500
Sand City	325	0.3%	$ 604	$ 8,500
Seaside	32,366	29.5%	$ 60,116	$ 54,925
Monterey City	30,218	27.5%	$ 56,126	$ 51,280
County	53,915		$ 20,000	$ 20,000
TOTAL	**163,616**		**$ 223,755**	**$ 223,755**

*SB 1383 tasks 1-4, 6, 7 & 10

Table 2
Edible Food Generator Inspections and Contamination Monitoring*

	Population			
	#	%	Per Agency Cost/Year	With $1,500 Minimum
Carmel	3,220	2.9%	$ 675	$ 1,500
DRO	1,592	1.5%	$ 334	$ 1,500
Marina	22,359	20.4%	$ 4,688	$ 3,800
PG	15,090	13.8%	$ 3,164	$ 2,565
PBCSD	4,531	4.1%	$ 950	$ 1,500
Sand City	325	0.3%	$ 68	$ 1,500
Seaside	32,366	29.5%	$ 6,786	$ 5,501
Monterey City	30,218	27.5%	$ 6,336	$ 5,136
County	53,915		$ -	$ -
TOTAL	**163,616**		**$ 23,002**	**$ 23,002**

*SB 1383 tasks 5 & 8

Table 3
SB 1383 Procurement of Organic Material

	Population	
	Annual Procurement Target (tons of compost)	Cost @ $5/ton using direct-service provider agreement
Carmel	187	$ 935
DRO	78	$ 390
Marina	1,017	$ 5,085
PG	721	$ 3,605
PBCSD	210	$ 1,050
Sand City	18	$ 90
Seaside	1,491	$ 7,455
Monterey City	1,317	$ 6,585
TOTAL	**5,039**	**$ 25,195.00**

Table 4
HF&H Franchise Management Fees and Recyclist Fees*

	Population			
	#	%	Per Agency Cost/Year	With $5,000 Minimum
Carmel	3,220	4.1%	$ 4,456	$ 5,000
DRO	1,592	2.0%	$ 2,203	$ 5,000
Marina	22,359	28.1%	$ 30,944	$ 28,571
PG	15,090	19.0%	$ 20,884	$ 19,283
PBCSD	4,531	5.7%	$ 6,271	$ 5,790
Sand City	325	0.4%	$ 450	$ 5,000
Seaside	32,366	40.7%	$ 44,794	$ 41,358
TOTAL	**79,483**		**$ 110,002**	**$ 110,002**

*SB 1383 task 9

Member Agencies will be invoiced an annual amount not to exceed column below titled "With Minimums"

Table 5 - Total Costs by Agency

	Population			
	#	%	Per Agency Cost/Year	With Minimums
Carmel	3,220	2.0%	$ 12,047	$ 15,935
DRO	1,592	1.0%	$ 5,884	$ 15,390
Marina	22,359	13.7%	$ 82,246	$ 75,399
PG	15,090	9.2%	$ 55,681	$ 51,060
PBCSD	4,531	2.8%	$ 16,687	$ 16,840
Sand City	325	0.2%	$ 1,212	$ 15,090
Seaside	32,366	19.8%	$ 119,151	$ 109,239
Monterey City	30,218	18.5%	$ 69,047	$ 63,001
County	53,915	33.0%	$ 20,000	$ 20,000
TOTAL	**163,616**	**100.0%**	**$ 381,954**	**$ 381,954**

* Member agencies' proportionate costs subject to adjustment annually in accordance with any change in scope and total costs.

MEMO

Meeting Date: May 22, 2026

To: Board of Directors
From: Director of Communications, Zoë Shoats
Approved by: General Manager, Felipe Melchor

Subject: Approve FY27 Amendments to Exhibits A & B of the MOU between ReGen Monterey and its Member Jurisdictions Regarding Compliance with California's Senate Bill 1383

RECOMMENDATION

Approve FY27 Amendments to Exhibits A & B of the MOU between ReGen Monterey and its Member Jurisdictions regarding compliance with California's Senate Bill 1383.

BACKGROUND

The State of California has passed legislation, known as Senate Bill 1383, California's Short-Lived Climate Pollutants legislation. The regulation has significant impact on each Member Agency with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis. The legislation mandates that Member Agencies undertake certain activities around the handling of organic waste materials collected within their jurisdictions. The regulation also requires 20% recovery of edible food by 2025 to direct it to a beneficial use and thus, prevent it from entering the waste stream. Regulations took effect and local program implementation began on January 1, 2022.

In 2021, the Member Agencies determined that it was in their best interest to coordinate their activities related to this legislation. This coordination is being facilitated by ReGen Monterey's Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three haulers in our service area (Haulers) and ReGen Monterey.

The Member Agencies determined that ReGen Monterey has the expertise and resources necessary to implement shared activities on the Member Agencies' behalf and requested that ReGen incur costs to provide these activities. The Member Agencies have agreed to reimburse ReGen for proportionate shares of certain designated annual costs incurred by ReGen for these activities under a Memorandum of Understanding (MOU) between the Monterey Regional Waste Management District (DBA ReGen Monterey) and its Member Agencies Regarding Assistance with Compliance with California Senate Bill 1383.

The purpose of the MOU is to provide a structure for the Member Agencies to reimburse ReGen Monterey for SB 1383 related activities it performs on behalf of the Member Agencies. The MOU was voluntarily entered into by the Parties for the purpose of facilitating the implementation of SB 1383.

The MOU was adopted by the ReGen Monterey Board on June 18, 2021, the Member Agencies soon thereafter, and became effective July 1, 2021.

- **Exhibit A** - Detailed Activities and Costs: Contains the scope of work, and associated costs related to general SB 1383 activities. (Enacted June 2021, updated annually.)
- **Exhibit B** - Member Agencies' Annual Proportionate Shares and Costs: Allocation of such costs to the Member Agencies. (Enacted June 2021, updated annually.)

DISCUSSION

Each year ReGen Monterey staff identifies expected expenses associated with jurisdictional compliance of SB 1383 and compiles those expenses in Exhibit A of the MOU. Expenses include items such as program administration; public education; monitoring; reporting; and edible food recovery capacity building, program administration, and outreach.

These expenses are then broken down to proportional percentages per population in Exhibit B.

The draft budget is first presented to the TAC for review, feedback, and consensus. It then is presented to the ReGen Monterey Board of Directors and Member Agencies' Councils and Boards for approval.

The amendment to Exhibits A and B of the MOU would apply to FY 27 and in lieu of exhibits covering previous fiscal years.

New for FY 2027 are some activities that were previously funded by CalRecycle Local Assistance Grant Program (LAGP) that now must be funded directly by the Member Agencies. This includes mandated programs for procurement of organic material (compost); commercial and multi-family organics outreach; and increased funding for increased public education to continue with media spending for the *Sort with Heart* campaign. Overall, the expired grant funds and other cost increases have necessitated a year-over year cumulative increase of 7% to achieve compliance. This shared funding strategy remains an immense value for our Member Agencies to achieve compliance with SB 1383.

FISCAL IMPACT

None. These are the costs that ReGen Monterey incurs and is then reimbursed by our Member Agencies, with invoicing occurring twice annually.

CONCLUSION

ReGen Monterey will continue to support its Member Agencies with SB 1383 compliance in a way that provides cost savings for the communities we serve.

/ /

May 27, 2026 Item No. **10h(1)**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of June 2, 2026

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2026-, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACCEPT A DEED FOR THE CONVEYANCE OF THE EXTENSION OF 2ND AVENUE FROM SHEA HOMES LIMITED PARTNERSHIP TO THE CITY OF MARINA, AND TO TAKE ALL OTHER ACTIONS NECESSARY TO ACCEPT AND RECORD SAID GRANT DEEDS ON BEHALF OF THE CITY OF MARINA

RECOMMENDATION: It is requested that the City Council consider

1. Adopting Resolution No. 2026-, authorizing the City Manager or his designee to accept a deed for the conveyance of the extension of 2nd Avenue as shown on Exhibit B, 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.

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 September 21, 2021, the City Council adopted Resolution No. 2021-102, approving the creation of public utility easements on City properties for utility improvements benefiting Opportunity Site 1A (now "Phase 2 North") within the Specific Plan boundaries of The Dunes on Monterey Bay development project subdivision.

At the regularly scheduled meeting of December 7, 2021, the City Council adopted Resolution No. 2021-133, authorizing the City Manager to give an option exercise notice to Marina Community Partners to acquire the Hotel Site portion of Opportunity Site 1A in accordance with the terms of the Operating Agreement between the City and Marina Community Partners.

At the regularly scheduled meeting of January 11, 2022, the City Council adopted Resolution No. 2022-03, authorizing the City Manager to enter into a Hotel Development Agreement with Dadwal Management Group or its designee for the development of Hotels on Opportunity Site 1A in the Dunes Development.

At the regularly scheduled meeting of November 21, 2023, the City Council adopted Resolution No. 2023-120, authorizing the City Manager to accept/execute a deed for the conveyance of an extension of 2nd Avenue, and to take all other actions necessary to accept and record said deed on behalf of the City of Marina. See Exhibit A. This portion of 2nd Avenue extended from the intersection of Imjin Parkway to approximately 693 feet northward to the southern boarder of Parcel D as identified on the recorded Phase 2 North Parcel Map for the commercial properties within Phase 2 North (previously known as "Opportunity Site 1A") on March 8, 2022, in Volume 24 of Parcel Maps page 16 **("EXHIBIT A")**.

At the regular scheduled meeting of May 19, 2026, the City Council adopted Resolution No. 2026-54, accepting the right of way improvements within the 2nd Avenue extension previously dedicated to the City in 2023.

ANALYSIS:

The Dunes Specific Plan and Amended Tentative Map shows 2nd Avenue extending to the northern limits of Phase 2 North, providing a connection to future residential streets within this Phase. Shea Homes Limited Partnership ("Developer") has proposed to dedicate the remainder of 2nd Avenue that is currently within Parcel D (**"EXHIBIT B"**). Once the Phase 2 North Residential Final Map is completed and submitted to the City for recording, improvement plans and a public improvement agreement will also be submitted to the City for all improvements within this newly dedicated right of way.

FISCAL IMPACT:

Should the City Council approve this request, the City will require the Developer to provide improvement plans and a public improvement agreement for the final design of improvements within the right of way including vehicle and bicycle facilities, sidewalks, streetlights and stormwater facilities. These facilities will be incorporated into the existing Dunes Community Facilities District (CFD) and funded by the special tax assessment collected by the special District. Administration of the District shall be in accordance with City Municipal Code Ch. 3.32.

California Environmental Quality Act (CEQA)

The approval of the Phase 2 North Public Improvement Agreement between the City of Marina and Shea Homes, LP, and the authorization of the execution of a deed for the conveyance of the extension of 2nd Avenue from Shea Homes, LP, to the City of Marina were 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,

REVIEWED/CONCUR:

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

Ismael Hernandez
Public Works Director
City of Marina

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A GRANT DEED FOR THE CONVEYANCE OF THE EXTENSION OF 2ND AVENUE, AND TO TAKE ALL OTHER ACTIONS NECESSARY TO ACCEPT AND RECORD SAID GRANT DEEDS ON BEHALF OF THE CITY OF MARINA

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 September 21, 2021, the City Council adopted Resolution No. 2021-102, approving the creation of public utility easements on City properties for utility improvements benefiting Opportunity Site 1A (now "Phase 2 North") within the Specific Plan boundaries of The Dunes on Monterey Bay development project subdivision, and;

WHEREAS, at the regularly scheduled meeting of December 7, 2021, the City Council adopted Resolution No. 2021-133, authorizing the City Manager to give an option exercise notice to Marina Community Partners to acquire the Hotel Site portion of Opportunity Site 1A in accordance with the terms of the Operating Agreement between the City and Marina Community Partners, and;

WHEREAS, at the regularly scheduled meeting of January 11, 2022, the City Council adopted Resolution No. 2022-03, authorizing the City Manager to enter into a Hotel Development Agreement with Dadwal Management Group or its designee for the development of Hotels on Opportunity Site 1A in the Dunes Development, and;

WHEREAS, at the regularly scheduled meeting of November 21, 2023, the City Council adopted Resolution No. 2023-120, authorizing the City Manager to execute/accept a grant deed for the conveyance of an extension of 2nd Avenue, and to take all other actions necessary to accept and record said deed on behalf of the City of Marina. This portion of 2nd Avenue extended from the intersection of Imjin Parkway to approximately 693 feet northward to the southern boarder of Parcel D as identified on the recorded Phase 2 North Parcel Map for the commercial properties within Phase 2 North (previously known as "Opportunity Site 1A") on March 8, 2022, in Volume 24 of Parcel Maps page 16 ("EXHIBIT A"), and;

WHEREAS, at the regular scheduled meeting of May 19, 2026, the City Council adopted Resolution No. 2026-54, accepting the right of way improvements within the 2nd Avenue extension previously dedicated to the City in 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby authorize the City Manager or his designee to accept a deed for the conveyance of the extension of 2nd Avenue as shown on Exhibit B, and described therein, and to take all other actions necessary to accept and record said grant deeds on behalf of the City of Marina.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held on the 2nd day of June 2026, by the following vote:

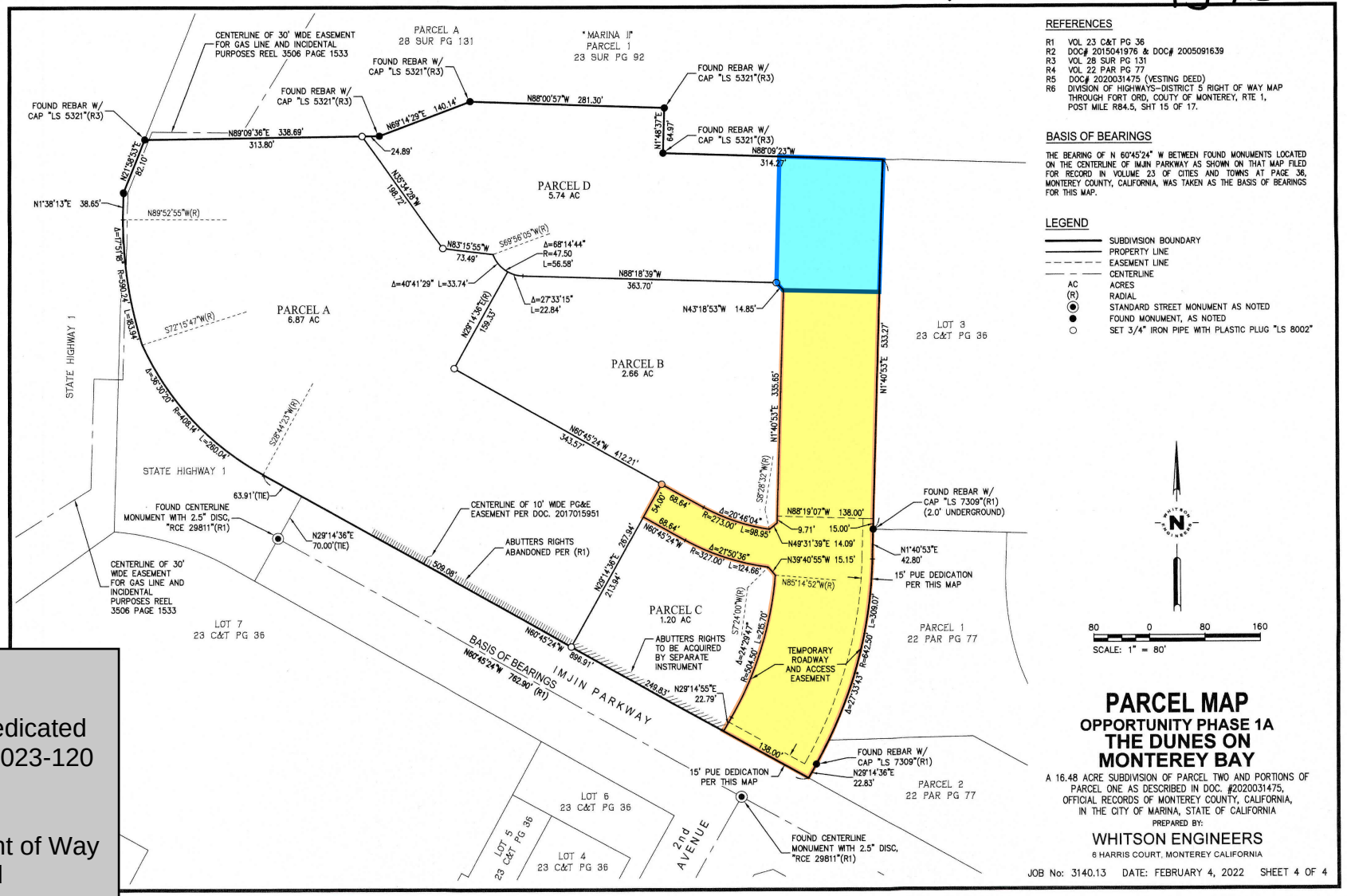
AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Bruce Delgado, Mayor

ATTEST:

_____
Anita Sharp, City Clerk

Vol 24 Par pg 16



LEGEND:

- Right of way Dedicated per CC Reso. 2023-120
- Remaining Right of Way to be Dedicated

PUBLIC WORKS DEPARTMENT
CITY OF MARINA
211 HILLCREST AVENUE
MARINA, CALIFORNIA 93933

PH: (831) 884-1212
FAX: (831) 384-0425

N

Dunes Phase 2 North Parcel Map (Vol.24 Par Pg.16) with Right of Way Dedications

(previously Opportunity Phase 1A)

Exhibit A

SCALE: NONE

05/27/2026

5

LEGAL DESCRIPTION
RIGHT-OF-WAY DEDICATION OVER A PORTION OF
PARCEL D, VOLUME 24 OF PARCEL MAPS, PAGE 16

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

Being a portion of Parcel D, as shown on the map filed in Volume 24 of Parcel Maps at Page 16 in the Records of said County, more particularly described as follows:

Beginning at the northeasterly corner of said Parcel D, said point also being the northwesterly corner of Lot 3, as shown on the map filed in Volume 23 of Cities and Towns maps at Page 36 in the Records of said County, thence along the easterly boundary of said Parcel D

1) South 01°40'53" West, 192.33 feet to the northeasterly corner of the portion of said Parcel D described as a right-of-way dedication in the City of Marina Resolution No. 2023-120; thence departing said easterly boundary and along the northerly boundary of said right-of-way dedication

2) North 88°19'07" West, 138.00 feet to a point on the westerly boundary of said Parcel D; thence along said westerly boundary

3) North 43°18'53" West, 14.85 feet; thence

4) North 88°18'39" West, 11.99 feet; thence departing said westerly boundary

5) North 01°40'10" East, 52.00 feet; thence

6) South 88°18'39" East, 14.78 feet; thence

7) North 61°40'53" East, 8.93 feet; thence

8) North 01°40'53" East, 125.76 feet to a point on the northerly boundary of said Parcel D; thence along said northerly boundary

9) South 88°09'23" East, 138.00 feet to the POINT OF BEGINNING.

Containing 0.638 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

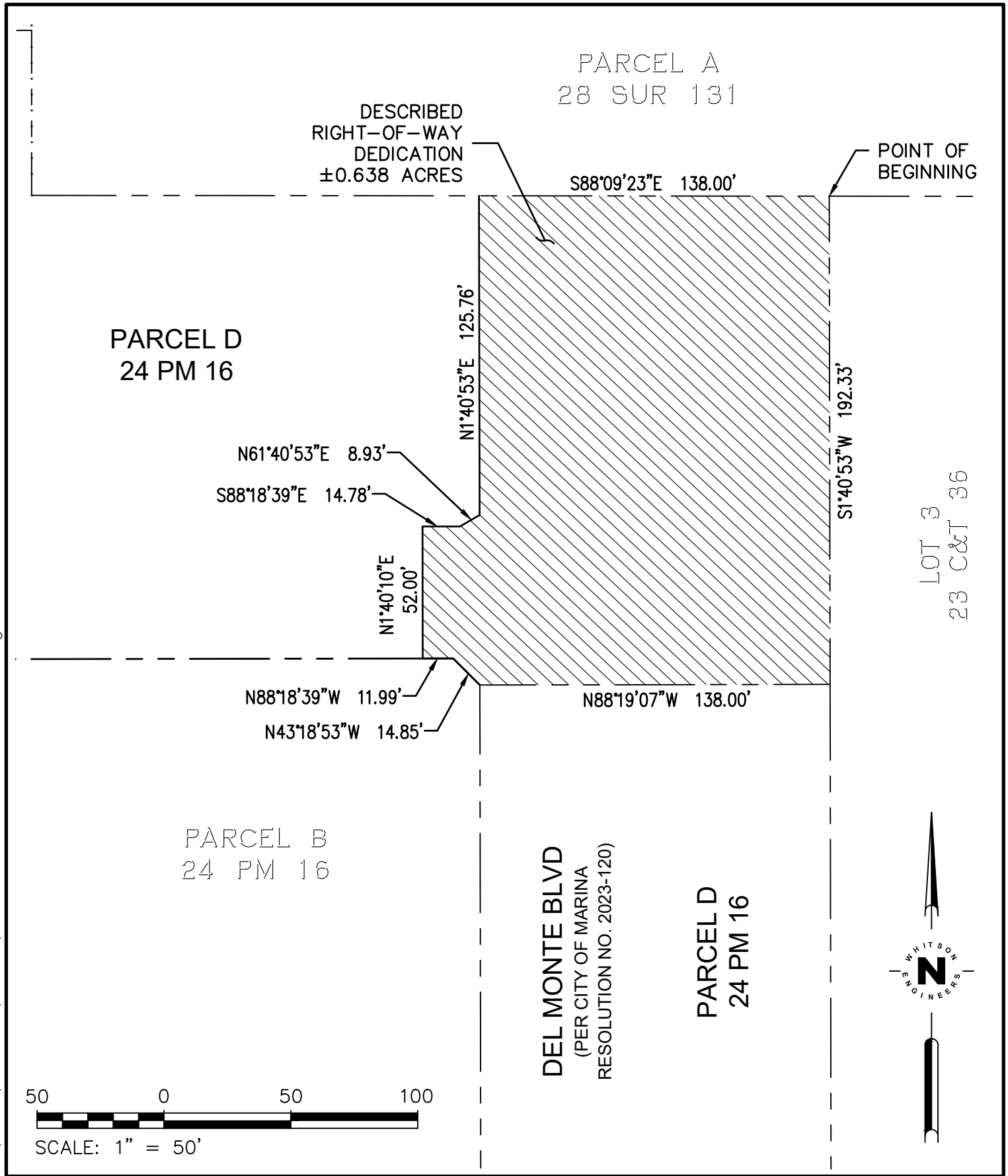
DRAFT

PREPARED BY:
WHITSON ENGINEERS

01/05/2026

RICHARD P. WEBER, LS DATE
L.S. No. 8002
Job No.: 3140.35





RIGHT-OF-WAY DEDICATION
OVER A PORTION OF PARCEL D, VOL. 24-PM-PG. 16

CITY OF MARINA, MONTEREY COUNTY, CALIFORNIA

JANUARY 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\Phase 2N\3140 PLAT - ROW Dedication Del Monte Intx.dwg

PROJECT No.: 3140.35

May 28, 2026

AMENDED STAFF REPORT
Includes Correct Exhibit B and
Attachment 2 after Exhibit I

Item No. **11a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
June 2, 2026

CITY COUNCIL TO OPEN A PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION 2026-, APPROVING A DESIGN REVIEW PERMIT AND A TREE REMOVAL PERMIT FOR A NEW MERCEDES-BENZ CAR DEALERSHIP AT OPPORTUNITY AREA 3.2 OF THE DUNES DEVELOPMENT (2101 FIRST AVENUE), AND FIND THIS ACTION WAS ADEQUATELY ADDRESSED IN EIR NO. 2004091167, CERTIFIED FOR THE UNIVERSITY VILLAGES SPECIFIC PLAN.

SUMMARY

The matter before the City Council is for site and architectural design review per Chapter 17.56 of the Marina Municipal Code ("MMC") and a tree removal permit per MMC Chapter 17.62 to establish a new Mercedes-Benz dealership by the applicant, Unstoppable Automotive MBMCA, LLC, a California limited liability company dba Mercedes-Benz of Monterey, at Opportunity Area 3.2 of the Dunes Development (formerly University Villages), located at 2101 First Avenue. These types of permits are typically reviewed by the Planning Commission, but a condition of approval of the Sales Tax Revenue Sharing Agreement by City Council on May 20, 2025 ("Incentive Package"), was that the Council would review and approve said permits.[1]

RECOMMENDATION

1. That City Council open a public hearing and adopt City Council 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).

2. 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) as set forth in Exhibit A, Findings of Fact.

DESIGN REVIEW PERMIT

On May 19, 2026, Staff presented this Project and the City Council deliberated on the design review and tree removal permits for the Project.[2] During this hearing the item was tabled to provide Staff with the opportunity to follow up on additional information requests from the City Council.

[1] See City Council Resolutions 2025-49, 2025-83, and 2026-45 for details. The City of Marina, through the implementation of the 2000 General Plan, desires to encourage private investment and economic development within the City's commercial areas. The applicant is proposing the construction and operation of a $40 million investment in the City of Marina and as such requested an Incentive Package from the City to offset this investment in the project site. Because the Council has retained final approval authority pursuant to the Sales Tax Revenue Sharing Agreement, the design review and tree removal permits now before the Council come for the Council's final action, rather than for action by the Planning Commission or the Community Development Director under the ordinary review procedures set forth in MMC Chapters 17.56 and 17.62. The Tree Committee and Planning Commission have made their respective recommendations to the Council, as described in further detail below. Please see **Exhibit B**, Condition of Approval #28 for details.

[2] See Attachment 1, Staff Report, May 19, 2026.

Can the applicant provide a list of special events that will typically occur on an annual basis?
The applicant will provide the city with the list of special events prior to or at the June 2, 2026 Council meeting. Condition of Approval #54 has been added stating special events shall occur on the property per the City's Special Event Ordinance which will be reviewed by the City Council in the Summer of 2026.

Can you clarify the delivery of truck routes and the hours of delivery of said vehicles to the car dealership?
Here is a proposed truck route for the dealership, which basically shows trucks driving down HWY 1, exiting Light fighter, and making a left onto DIVARTY. No unloading of vehicles on First Avenue would be allowed. Delivery hours vary from 7 am – 10 pm



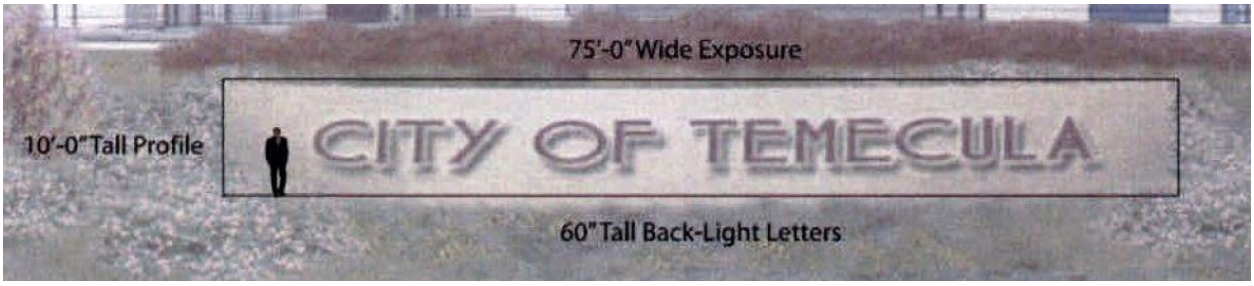
Can the applicant provide an updated photo simulation/video to the Council showing the viewshed from HWY 1?
Yes, an updated photosimulation will be shared with the City Council at the June 2, 2026, Council meeting.

Can language be added to the master sign program about prohibiting banners, signs and other unsightly signage?
Yes. The car dealership Master Sign Program will incorporate by reference the Dunes Master Sign Program (MSP) that prohibits balloons, inflatable signs, banners and other unsightly signage. The Dunes MSP can be found here: https://cityofmarina.org/DocumentCenter/View/12853.[3]

What is the size of the Temecula Mercedes Benz monument sign?
The sign is ten feet tall by seventy-five feet in width. Without a master sign program, a normal commercial site in Marina would be limited to a 7-foot-tall monument sign that is 200 square feet.[4]

[3] Amended on June 13, 2024 by Planning Commission Resolution # 2024-13.
[4] See Section 17.46.170 of the Sign Ordinance.

The City monument sign will come back to Council for approval. The image in the May 19, 2026 City Council Staff Report is a conceptual image only.



Can city staff provide specific background information on the noise standards for the City of Marina?

Allowable average noise standards are as identified in Tables 4.1 and 4.2 of the City's General Plan.[5] The General Plan allows 70 Ldn dBa during the day and 65 Ldn dBa at night for residential zones "as determined at the property line of the receiver," which means that to measure noise from the car dealership you would hold a meter at the edge of *a residential parcel* — the property line of whoever is *receiving* the noise. You would not measure noise at the dealership's property line, nor next to the noise source itself. See Table 4.2. Further, these noise limits are 24-hour-average noise standards, not single-event noise standards. Whether a single noise event might individually exceed 70 Ldn dBa (day) or 65 Ldn dBa (night) does not necessarily constitute a violation of the General Plan or City's noise ordinance. For land use or planning purposes, cities often compare these levels to common standards:

- Normal conversation: ~60 dBa or
- A busy street traffic: ~70–85 dBa

A typical commercial publicly accessible car wash can range from about 70 to 100 decibels (dB) depending on the equipment and where you are standing. Here, the proposed car wash is not a commercial publicly accessible car wash like the Quick-Quack car wash on Beach Road. The proposed car wash would only be used on cars that are serviced by the dealership at its Service Shop. Washing of vehicles will be on the east side of the Project site, facing Highway 1, and away from future residential uses to the north. Additionally, service of vehicles will be conducted in enclosed service bays, with access doors closed.

To address concerns regarding potential noise impacts, Staff recommends adding Condition of Approval COA #55 on the project as follows:

- Vehicle deliveries (car carriers, parts trucks) restricted to between 7 a.m. and 10 p.m., Monday through Saturday; no Sunday or holiday deliveries.
- All service bay doors shall be closed during operations producing noise audible at the northern property line, including air-tool use, impact wrench use, and engine running.
- Outdoor PA systems and paging prohibited; all internal communications via silent paging only.
- Backup alarms on all dealership-owned and -leased vehicles operating on-site shall use broadband (white-noise) technology rather than tonal beepers, consistent with OSHA-recognized alternatives.
- Outdoor detailing operations (pressure washing, blowing), if any, limited to between 8 a.m. and 6 p.m.

[5] The University Villages Specific Plan (UVSP) is silent on objective noise standards. Absent guidance in the UVSP, the noise standards in the City's General Plan apply. See University Villages Specific Plan, p. 88.

- Outdoor vacuum stations, if any, shall be located as far as feasible from adjacent residential properties and shall incorporate noise-reducing equipment and acoustical shielding. Vacuum station operations shall be limited to 10 a.m. to 6pm.
- No exterior alarm horns, sirens, or audible signaling devices except for code-required fire alarms.
- All rooftop HVAC equipment shall be acoustically screened and rated such that noise at the nearest residential property line does not exceed the applicable Marina General Plan Table 4.2 standard for the time of day.

Additionally, Staff recommend Condition of Approval COA #56, requiring preparation of an acoustical analysis to ensure compliance with the City's noise standards set forth in Tables 4.2 of the General Plan.

COA #56-Acoustical Analysis

Prior to issuance of building permits, the applicant shall submit a project-specific acoustical analysis prepared by a qualified acoustical engineer demonstrating compliance with the City's Noise Ordinance and General Plan Table 4.2. The analysis shall evaluate operational noise associated with tunnel equipment, blower dryers, vacuum stations, vehicle circulation, and any proposed outdoor mechanical equipment.

Noise Attenuation Measures

The project applicant shall implement all noise attenuation measures identified in the approved acoustical analysis, which may include, but are not limited to:

- installation of acoustical barriers or masonry walls;
- enclosure of blower and mechanical equipment;
- use of low-noise vacuum and dryer equipment;
- acoustical insulation and sound-absorbing materials;
- increased setbacks from sensitive receptors, such as residential; and
- orientation of noise-generating equipment away from residential uses.

Operational Noise Limits

Project operations shall comply with the City's adopted noise standards at all property lines of the Project. If noise complaints are substantiated by the City following project occupancy, the applicant/operator shall implement additional corrective measures identified by a qualified acoustical consultant to achieve compliance.

Post-Construction Verification

Prior to final occupancy, the applicant shall provide verification from a qualified acoustical consultant confirming that all required noise mitigation measures have been installed and that operational noise levels comply with applicable City standards.

City staff reached out to the City of Temecula, and they indicated they have not received a noise complaint about the car wash or the repair services portion of the business.

Can city staff provide more specific lighting standards for this project?

The 2002 Design Guidelines were adopted with specific lighting standards **(see Exhibit H).** The Guidelines have specified that light sources are to be generally subdued, with uniform lighting patterns with a minimum potential for glare with combinations of indirect lighting sources as opposed to fewer, more direct powerful direct lighting sources.

Additionally, the University Village Specific Plan (Dunes Development) Environmental Impact Report Mitigation Monitoring and Reporting Program (MMRP) also has requirements that lighting levels in the commercial areas be kept as "low as feasible" to address any nighttime ambient light increases in the Fort Ord Dunes State Park. Mitigation Measure AE-3.1 provides:

> *Implement light reduction and screening measures to reduce nighttime ambient light increases in the Fort Ord Dunes State Park.*
>
> *(a) Keep lighting levels (i.e., intensity/foot-candles) in commercial areas as low as feasible. Install light sources so that there is no light radiation above the horizontal plane (i.e. 'dark sky'). Focus lighting downward and prevent the splay of ambient light to other areas. Whenever feasible, use path-level or bollard-type fixtures that keep the light source closer to the ground. Use color-tinted and lower wattage lamps to help reduce lighting-related disturbance.*
>
> *(b) Control lighting systems in commercial areas to minimize operating time. Employ an appropriate combination of time scheduling, photo switching, and motion sensors. It is reasonable and feasible that lighting be controlled in the above manner commencing two hours after sunset and two hours before sunrise.*

Additionally, the best management practices (BMPs) lighting standards from the City of Calabasas were brought to Staff's attention at the last Council meeting.[6] As a result, City staff have reached out to Giacalone Design, a firm that, along with their subconsultant, ALR Consulting, have provided lighting consultation for the entire Dunes Development. Staff had a discussion with these consultants on May 26, 2026, and they indicated that the Calabasas lighting standards provided to Staff at the last Council meeting by Councilmember McCarthy are reasonable and achievable for this project. Andrew Cummings from Giacalone Design will be available at the June 2, 2026 City Council meeting to answer specific lighting questions.

To implement measurable and achievable lighting standards for this project consistent with the Dunes EIR mitigation measures set forth above, Staff recommends the following edits for Condition of Approval #25 (COA#25):

> ***25.*** *Lighting. Prior to the issuance of building permits, the applicant shall be required to submit a detailed lighting plan to ensure dark sky principles are incorporated into the final design of the building and project as a whole.* The comprehensive exterior lighting plan shall be submitted for review and approval to the Community Development Director. The Community Development Director may request that the Planning Commission review and approve said lighting plan consistent with the procedure set forth in Section 17.55.040 (Review Process) where sufficient public concern warrants a public hearing. The plan shall include fixture specifications, mounting heights, photometric data, shielding details, color temperature, and illumination levels throughout the site. Additionally, e*xterior lighting fixtures shall be adequately shielded to a point below the light bulb and reflector prevent unnecessary glare onto adjacent properties. Based on input from the City Council at May 19 and June 2, 2026, additional lighting requirements to the extent feasible, shall be incorporated into the final lighting plan. After installation, the Community Development Director or designee shall retain the right to require reduction in the intensity of illumination or change of light color if said illumination creates any undue public nuisance or is not consistent with applicable mitigation measures for the University Villages Specific Plan (now Dunes) EIR. The following shall be shown within the construction drawings:*

[6] See Exhibit I (Council Questions) for the Carlsbad Lighting Standards.

a. *The project shall provide step-down lighting as the project is adjacent to residential neighborhoods.* ~~*The step-down lighting shall occur each evening between the following intervals: 6:00 P.M., 7:30 P.M, and 10:30 P.M.*~~ *The applicant shall be required to provide a photometric study of light output prior to 10PM and after 10PM. The lighting level shall be the minimum to maintain security and safety for the property at no more than a two (2) light candles average for the property. The lighting plan shall be evaluated for compliance with* ***Lighting Zone 2 (LZ 2)***[7] *standards, rather than LZ3 for car dealerships.*

b. *In addition to the fixed clock-time step-downs, all non-security lighting shall be reduced to security-level only during the period commencing two hours after sunset and ending two hours before sunrise, consistent with MM AE-3.1.*

c. *Site lighting systems and showroom lighting shall be grouped into control zones to allow for open, closing, and night light/security lighting schemes. All control groups shall be controlled by an automatic lighting control system utilizing a time clock, photocell, and low voltage relays.*

d. *Full Cut-Off Fixtures-All exterior lighting fixtures shall utilize full cut-off or fully shielded luminaires designed and installed to prevent glare, spillover, and light trespass onto adjacent properties and public rights-of-way consistent with Illuminating Engineering Society (IES) standards.*

e. *Maximum Fixture Height-Freestanding parking lot and vehicle display lighting fixtures shall not exceed twenty-two (22) feet in height.*

f. *Color Temperature-General site and parking lot lighting shall maintain a correlated color temperature (CCT) of no greater than 3000 Kelvin to minimize glare and nighttime light pollution.*

g. *Light Trespass Prohibited-All exterior lighting shall be directed downward and away from adjoining residential properties and streets. Lighting shall be arranged and shielded to prevent direct illumination, glare, or spillover onto adjacent parcels or public rights-of-way with an average foot candle of .5 and a maximum of 1.0 foot candles.*

h. *Lighting shall also be designed to prevent direct illumination, glare, or spillover onto Fort Ord Dunes State Park across Highway 1, consistent with Mitigation Measures AE-3.1 and BR-7.1 of the University Village EIR. The Photometric and Lighting Plan shall demonstrate that vertical illuminance at the western project boundary does not exceed 0.1 foot-candles, calculated to a height of 33 feet above the tallest luminaire*

i. *Photometric Standards-The applicant shall provide a photometric plan demonstrating that lighting levels are adequate for vehicle display and public safety while maintaining a uniform and subdued lighting pattern. Average illumination levels shall be minimized to the greatest extent feasible and avoid excessive brightness associated with automobile display lighting with a average foot candles of .5 and a maximum of 1.0.*

j. *Automatic Controls-All exterior lighting shall be controlled by automatic timers and/or photocells. Non-security lighting, including vehicle display lighting, shall be reduced or turned off after business hours, except for the minimum lighting necessary for site security and safety.*

[7] The International Dark-Sky Association (IDA) and the Illuminating Engineering Society of North America (IESNA) have developed the Model Lighting Ordinance (MLO) to address the need for strong, consistent outdoor lighting regulation. The MLO User's Guide explicitly classifies car dealerships under **LZ3 (moderately high ambient lighting)**, not LZ2. Here, however, Staff is proposing LZ2 for the Project. The MLO User's Guide describes LZ2 as: "light commercial business districts and high density or mixed use residential districts. Includes neighborhood business districts; churches, schools and neighborhood recreation facilities; and light industrial zoning with modest nighttime uses or lighting requirements."

k. *Building-Mounted Lighting-Building-mounted lighting fixtures shall be attached only to walls or eaves and shall not project above the roofline or parapet. All lighting shall have full cutoff.*

l. *Consistency with City Standards-All lighting improvements shall comply with the applicable provisions of the City of Marina University Village Environmental Impact Report, the University Village Specific Plan, the 2002 Design Guidelines and Standards, Title 24 energy regulations, and all applicable municipal code requirements.*

CONFLICT OF INTEREST

Council members or Planning Commissioners are subject to the Political Reform Act. Council Members or Planning Commissioners must not make, participate in making, or attempt to influence in any manner a governmental decision which they know, or should know, may have a material effect on the financial interest of a Council Member or Planning Commissioner.

EX PARTE COMMUNICATION DISCLOSURES

On quasi-judicial matters, City Councilmembers shall verbally disclose off the record contacts relating to the item, after the item is called and before City Council consideration of the matter. Disclosure shall include the identity of an individual(s) with whom the City Council had contact, and the nature of the contact. Written *ex parte* communications must be forwarded to the Community Development Department so they can be provided to the entire Commission and to the public.

ENVIRONMENTAL DETERMINATION

The City of Marina Planning Division has determined that this project will not result in new significant environmental impacts or effects or a substantial increase in the severity of significant effects previously identified in EIR No. 2004091167, which was certified for the University Villages Specific Plan. *See* CEQA Guidelines § 15183; Cal. Pub. Resources Code § 21083.3(b). The Specific Plan and its associated EIR contemplated that "recreational vehicle" sales and/or rentals would be a use permitted by right at the project location; passenger vehicle sales at this location is consistent with the originally anticipated permitted use and would not result in any previously unidentified impacts. The Specific Plan and EIR also anticipated that "hundreds" of trees would be removed as a result of the overall project, requiring mitigation pursuant to the City's tree removal ordinance and University Village Specific Plan tree replacement standards. See Findings of Fact, **EXHIBIT A.**

CONCLUSION

This staff report, resolution, and associated exhibits are submitted for City Council consideration.

Respectfully submitted,

_____

Guido F. Persicone, AICP
Community Development Director
City of Marina

REVIEWED/CONCUR

_____

Layne Long
City Manager
City of Marina

ATTACHMENTS

May 19, 2026, Staff Report
Exhibit A-Findings of Fact
Exhibit B-Project Conditions of Approval
Exhibit C-Site Plan
Exhibit D-Project Narrative
Exhibit E-Arborist Reports
April 18, 2025
May 12, 2025
February 2026
Exhibit F-Project Comment Letters
Exhibit G-Sales Tax Revenue Sharing Agreement (with City Council Resolutions 2025-49, 2025-83, and 2026-45)
Exhibit H-2002 Design Guidelines, Lighting Standards.
Exhibit I-City Council Project Questions, dated May 20, 2026
Exhibit J-June 2, 2026, Applicant Submittal Information

APPROVING A DESIGN REVIEW PERMIT AND A TREE REMOVAL PERMIT FOR A NEW MERCEDES-BENZ CAR DEALERSHIP AT OPPORTUNITY AREA 3.2 OF THE DUNES DEVELOPMENT (2101 FIRST AVENUE); AND FIND THIS ACTION WAS ADEQUATELY ADDRESSED IN EIR NO. 2004091167, CERTIFIED FOR THE UNIVERSITY VILLAGES SPECIFIC PLAN.

WHEREAS, per a Sales Tax Revenue Sharing Agreement approved by Council on May 20, 2025 ("Incentive Agreement") the applicant, Unstoppable Automotive MBMCA, LLC, a California limited liability company dba Mercedes-Benz of Monterey ("Unstoppable Group"), and the City have agreed per Council Resolutions 2025-49, 2025-83, and 2026-45, that the City Council retains final decision-making authority over the Design Review and Tree Removal Permits for this project; and

WHEREAS, on April 30, 2025, at a duly noticed public hearing held on the property located at the northwest corner of First Avenue and Divarty Street, the Tree Committee of the City of Marina considered a tree removal permit request to remove trees within Phase 3 of the Dunes Development and specifically within Opportunity Areas 3.2, 4.2, and 4.3 of the University Villages Specific Plan; and

WHEREAS, at the conclusion of the April 30, 2025, meeting the item was continued for further review to the May 15, 2025 Tree Committee meeting; and

WHEREAS removal of 44 trees is necessary to accommodate the completion of the Dunes Development Project (formerly the University Village Specific Plan); and

WHEREAS, by removing trees from the site and making it a viable commercial property, the tree removal permit will be implementing the 2000 General Plan via policies 2.74 and 2.4.3; and

WHEREAS, removal of trees is subject to a Tree Removal Permit and requires review by the Tree Committee for a recommendation to the Planning Commission per Marina Municipal Code (MMC) Sec. 17.62.060.B; and

WHEREAS, at the conclusion of May 15, 2025, Tree Committee meeting, a favorable recommendation was made to the Planning Commission; and

WHEREAS, the applicant shall replace all qualifying trees at a 2:1 ratio per MMC section 17.62.060.D.2 based upon the combined diameter at breast height (DBH) of the healthy trees to be removed; and

WHEREAS, at a duly noticed public hearing the Planning Commission recommended approval of the design review and tree removal permits to the City Council; and

WHEREAS, the proposed automobile dealership project is consistent with the City's Design Review criteria and will not be detrimental to the public health, safety, or general welfare as set forth in the Staff Report and Findings of Fact; and

WHEREAS, the project has been designed to support attractive and functional commercial use while maintaining compatibility with the character of the City of Marina and the surrounding area; and

WHEREAS, the City of Marina is a lead agency under the California Environmental Quality Act (CEQA) and has determined 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 EIR No. 2004091167, which was certified for the University Villages Specific Plan. *See* CEQA Guidelines § 15183; Cal. Pub. Resources Code § 21083.3(b). The Specific Plan and its associated EIR contemplated that "recreational vehicle" sales and/or rentals would be a use permitted by right at the project location; passenger vehicle sales at this location is consistent with the originally anticipated permitted use and would not result in any previously unidentified impacts. The Specific Plan and EIR also anticipated that "hundreds" of trees would be removed as a result of the overall project, requiring mitigation pursuant to the City's tree removal ordinance and University Village Specific Plan tree replacement standards.

NOW THEREFORE BE IT RESOLVED that the City Council, based on Findings of Fact, Conditions of Approval, and the CEQA determination referenced hereto, does hereby:

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) as set forth in the Findings of Fact.
2. Incorporate by reference the recitals listed above, the staff report accompanying this resolution, the Findings of Fact and the project revised Conditions of Approval as presented by City staff at the May 19, 2026 and June 2 2026 City Council meetings. (Exhibits A and B to this Resolution).
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).
4. 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.
5. 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.
6. Require the applicant (Unstoppable Group) 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.
7. Require the applicant (Unstoppable Group) 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.
8. Require the applicant (Unstoppable Group) to comply with the Incentive Agreement conditions of approval per City Council Resolutions 2025-49, 2025-83, 2026-45.
9. Require the applicant to file a Master Sign Program (MSP) for the project for Planning Commission consideration and approval prior to occupying the building.

10. To require the applicant to receive City Council approval for the monument sign along the westerly border of the property prior to occupying the building.
11. Direct staff to prepare and submit a Notice of Exemption (NOE) to the County Clerk within five days of approval by the City Council.

PASSED AND ADOPTED by the City Council of the City of Marina at a duly noticed special on the 2nd day of June 2026, by the following vote:
AYES, COUNCIL MEMBERS:
NOES, COUNCIL MEMBERS:
ABSENT, COUNCIL MEMBERS:
ABSTAIN, COUNCIL MEMBER:

_____
Bruce Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

ATTACHMENT

May 14, 2026 Item No. **11b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 19, 2026

CITY COUNCIL TO OPEN A PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION 2026-, APPROVING A DESIGN REVIEW PERMIT AND A TREE REMOVAL PERMIT FOR A NEW MERCEDES-BENZ CAR DEALERSHIP AT OPPORTUNITY AREA 3.2 OF THE DUNES DEVELOPMENT (2101 FIRST AVENUE), AND FIND THIS ACTION WAS ADEQUATELY ADDRESSED IN EIR NO. 2004091167, CERTIFIED FOR THE UNIVERSITY VILLAGES SPECIFIC PLAN.

SUMMARY

The matter before the City Council is for site and architectural design review per Chapter 17.56 of the Marina Municipal Code ("MMC") and a tree removal permit per MMC Chapter 17.62 to establish a new Mercedes-Benz dealership by the applicant, Unstoppable Automotive MBMCA, LLC, a California limited liability company dba Mercedes-Benz of Monterey, at Opportunity Area 3.2 of the Dunes Development (formerly University Villages), located at 2101 First Avenue. These types of permits are typically reviewed by the Planning Commission, but a condition of approval of the Sales Tax Revenue Sharing Agreement by City Council on May 20, 2025 ("Incentive Package"), was that the Council would review and approve said permits.[1]

RECOMMENDATION

1. That City Council open a public hearing and adopt City Council 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).

2. 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).

DESIGN REVIEW PERMIT

Marina Municipal Code Standards for Design Review

MMC Chapter 17.56 (Site and Architectural Design Review) requires design review approval before construction of new commercial development. Its purpose is to ensure that buildings and improvements are not unsightly, undesirable, or obnoxious in appearance, and that they do not hinder the orderly development of the City, impair the desirability of residence or investment, or impair living conditions on adjacent sites. In acting on the application, the reviewing body considers:

[1] See City Council Resolutions 2025-49, 2025-83, and 2026-45 for details. The City of Marina, through the implementation of the 2000 General Plan, desires to encourage private investment and economic development within the City's commercial areas. The applicant is proposing the construction and operation of a $40 million investment in the City of Marina and as such requested an Incentive Package from the City to offset this investment in the project site. Because the Council has retained final approval authority pursuant to the Sales Tax Revenue Sharing Agreement, the design review and tree removal permits now before the Council come for the Council's final action, rather than for action by the Planning Commission or the Community Development Director under the ordinary review procedures set forth in MMC Chapters 17.56 and 17.62. The Tree Committee and Planning Commission have made their respective recommendations to the Council, as described in further detail below. Please see **Exhibit B**, Condition of Approval #28 for details.

- Site planning and compatibility with surrounding development;
- Architectural design, building mass, and scale;
- Exterior materials, colors, and fenestration;
- Landscaping and lighting; and
- Signage.

The analysis below demonstrates that the project satisfies these standards, the development standards of the University Village Specific Plan, and the 2000 General Plan. See also, **EXHIBIT A**, Findings of Fact.

Architecture. The proposed 57,000 square foot project consists of a contemporary, two-story commercial building designed in a modern corporate architectural style, consistent with current automotive dealership branding standards. The building massing is defined by a primary showroom volume expressed as a taller, rectilinear form, complemented by lower adjoining elements. The front elevation is characterized by a prominent glazed showroom façade, extending approximately two stories in height, which provides transparency and visual connectivity between the interior display area and the public realm. The showroom volume is articulated with a defined fascia band, with the top of fascia reaching approximately 31 feet above grade and the bottom of fascia at approximately 28 feet. This creates a strong horizontal datum line and emphasizes the building's primary frontage.

Secondary building components include a parts mezzanine level at approximately 12 feet and a second level at approximately 14 feet above grade. These elements are integrated within the overall massing and are visually subordinate to the main showroom volume.

The building elevations exhibit a clean and minimalist design language, utilizing a combination of smooth exterior wall panels, metal cladding, and extensive glazing. The façade composition emphasizes horizontal and vertical alignment, with large window expanses framed by metal panel systems to create a sleek, high-quality appearance. See **EXHIBITS C** and **D**, Project Narrative and Plans.

All elevations (north, south, east, and west) maintain consistent architectural treatment, with variations in glazing and solid wall areas responding to functional interior uses. The overall design conveys a contemporary aesthetic with an emphasis on transparency, precision detailing, and brand identity. The project has been designed by Gensler and reflects current trends in commercial and automotive retail architecture.[2] The project meets all of the development standards as identified in the University Village Specific Plan, the Zoning Code and the 2000 General Plan. See **Table 1**.

[2] Per the Incentive Package, the applicant agreed to provide an updated photo simulation of the project, which will be presented to the Council on May 19, 2026.

Development Standards.

Table 1-Development Standards

Standard	Source	Complies
Zoning	Section 3.1.4 of the Development Agreement.	Yes-Automotive Sales allowed per City interpretation of the Dunes Development Agreement (see Section 3.1.4 of the DA); see also University Villages Specific Plan at p.104; Recreational Vehicle Sales allowed per Specific Plan.
Westerly Setback along Freeway-100 foot setback	Figure 4.15 of the 2000 General Plan	Yes-100 feet
North/South/East Setbacks-20 ft setback	Table 5.4 of the UVSP	Yes-20 feet
Landscape Buffer-25-foot landscape buffer along HWY 1	Highway 1 Design Corridor	Yes-25 feet
Height-40 Feet	Figure 4.15 of the General Plan	Yes-28-31 feet
Floor Area Ratio - between .25-.60	General Plan Table 2.4[3]	Yes-.25 FAR
Parking 236 Required	UVSP-Section 5.7 Parking: 1:300 square feet (office area) 1:275 square feet (retail area)	Yes- 366 provided
Bike Parking- 1 rack per building	UVSP-Section 5.7	Yes-with COA #17

Additional Considerations:

Zoning. The University Villages Specific Plan designates this parcel in the Specific Plan Area as Office/Research and Development/Light Industrial, including Opportunity Site 3. The Office/Research designation permits a variety of uses including boat sales and recreational vehicle sales. The Specific Plan did not expressly list automobile sales as a principally permitted use in the Office/Research and Development/Light Industrial land use areas but does allow automobile sales in other non-residential areas of the development including in the Multiple Use designation. However, the University Villages Specific Plan expressly provides that the list of principally permitted uses "is not intended to prohibit an omitted but related use. [And, further, that] [a]ny uses not specifically regulated here shall be considered through administrative review.[4]"

The City of Marina ("City") and Marina Community Partners, LLC ("MCP") entered into a Development Agreement dated July 8, 2005 ("Development Agreement") related to the Dunes Development Project. Section 3.1 of the Development Agreement addresses amendments to the Development Agreement and to the Project Approvals. Section 3.1.4 of the Development Agreement grants the Strategic Development Director authority to make minor modifications to

[3] Floor Area Ratio is total square footage of a building, including first, second, third floor divided by the lot size. Table 5.4 of the UV Specific Plan directs the city staff to Table 2.4 of the General Plan.

[4] Development Regulations, University Village Specific Plan, pg 104. https://cityofmarina.org/1194/The-Dunes-University-Village

the Project Approvals as an administrative amendment. The City previously eliminated the position of Strategic Development Director and vested the City Manager with the authority and job duties previously assigned to the Strategic Development Director.

The proposed dealership will have both automobile and recreational vehicles sales as both Mercedez Benz automobiles and Sprinter Van vehicles will be sold on site. Since recreational vehicle sales are allowed in this zone and automobile sales is a related use and allowed in the Multiple Use designation of the specific plan, the City Manager, on December 1, 2023, designated automobile sales as a permitted use for this site based on the authority granted in University Villages Specific Plan (p. 104) and the Development Agreement Section 3.1.4 .

Landscaping. The Tree Committee requested that more California native species be incorporated into the final landscaping plans, that, to the extent feasible, trees #712 and #752 be preserved, and that native species be used more extensively within the landscaping.[5] Both of these requests are included as Conditions of Approval ("COA")[6] #45 and #46-#47 in the project.

Parking. To ensure the project does not interfere with abutting properties, the City will require a parking plan that clearly denotes customer and employee parking, see Condition of Approval #21. To minimize incongruity between the project and Phase 3 of the Dunes, Condition of Approval #42 has been placed on the permit requiring a parking study within one year of operation of the project.

Traffic Control Plan. The project will include a traffic control plan to coordinate construction activity and limit disruptions to neighboring properties, see Condition of Approval #30. The project is designed to have necessary deliveries and parking occur onsite so that there is no spillover of activity on the streets or neighboring properties.

Noise. Due to the project location adjacent to residential neighborhoods, a silent paging system throughout the project site shall be implemented. No loudspeakers shall be used as part of daily business operations, see Condition of Approval #22. While the applicant has stated that a loudspeaker is typically not used in their business model, it is important that this condition be kept on the project for future possible uses of the site.

Lighting. The goal of the site lighting for the property is to provide a comfortable level of illumination that meets the operation's need for orientation and safety in a way that complements the aesthetic quality of project architecture and surrounding coastal environment.

The proposed lighting standards are intended to incorporate Dark Sky principles by reducing unnecessary glare, light spill, and skyglow while maintaining adequate safety and visibility. Dark Sky practices promote the use of fully shielded, downward-directed lighting fixtures, lower illumination levels where appropriate, and warmer color temperature lighting to minimize impacts on surrounding residential areas, wildlife, and nighttime visibility. These standards help preserve community character and views of the night sky, improve energy efficiency, and reduce light trespass onto adjacent properties and public rights-of-way. The intent is to balance public safety and functional lighting needs with environmental stewardship and neighborhood compatibility.

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[5] In discussing planting recommendation last year with the vice chair of the tree committee, suggestions were made to introduce some additional Coastal CA natives into the plant palette including but not limited to: Toyon, Rhamnus, Arctostaphylos, Ceanothus, Ribes, Berberis, Holodiscus, Baccharis, Myrica, Mimumlus, and many others. Our native plant selection ultimately to choose from includes Arctostaphylos, Artemisia, Baccharis, Ceanothus, Diplacus (Mimulus), Erigeron, Eriogonum, Frangula (Rhamnus), Fragaria, Heteromeles (Toyon), Leymus and Symphoricarpos, and are shown as such on the Preliminary Plant Legend. All are identified also as C.C.N. (CA Coastal Native).

[6] The Project Conditions of Approval are identified on **Exhibit B**.

To reduce incompatibility between the car dealership and abutting residential properties, a Condition of Approval has been placed on the permit requiring submittal of a lighting plan (see COA #25) for review and approval by the Community Development Director prior to the issuance of building permits.

The Conditions of Approval also include language that the City retains the right to ask for additional modifications in the future if said lighting is deemed a public nuisance. For reference, the lighting condition placed on this permit is similar in nature to the Mercedes-Benz dealership in Temecula, which staff used as a template for preparing these project Conditions of Approval.

DESIGN REVIEW GENERAL PLAN CONSISTENCY

General Plan Policy 4.79 To promote the City's objective of creating a demographically and economically balanced community, a wide range of housing options shall be provided, the cost and mix of which shall be approximately proportional to the housing needs of existing and future employed people within the City. *Housing shall be balanced with commercial uses, providing for retail and services and for office, research, commercial service and industrial uses*.

> *By issuing a design review permit for the car dealership site, Opportunity Area 3.2 (2101 First Avenue) allows for the balanced land uses identified in General Plan Policy 4.79.*

General Plan Policy 2.38 The land use policies of this section serve to promote the development and location of retail and other commercial personal services which adhere to the General Plan's principal goals. This entails providing locations for retail and service uses that will permit capture of a significant share of locally and regionally generated sales.

By approving a design review permit for the car dealership project, the City will be capturing local and regionally generated sales directly implementing General Plan Policy 2.38.

PROPOSED SIGNAGE

Freeway signage for a commercial development is a key component of the overall marketing and viability of the site. The city needs to balance the economic development of the community with maintaining the character and vision of Marina. The proposed freeway-oriented commercial signage is intended to provide adequate visibility to passing motorists while remaining sensitive to the visual character of the surrounding community. Given the site's proximity to the freeway, a certain degree of scale and prominence is necessary to ensure the sign functions effectively for wayfinding and business identification at highway speeds. However, the design has been carefully considered to balance this need with the City's goal of preserving its clean, orderly, and visually cohesive environment. The sign's height, proportions, materials, and illumination are designed to minimize visual clutter, avoid excessive brightness, and integrate with the broader architectural and landscape context. Through this approach, the project seeks to achieve a functional level of visibility without detracting from the community's valued aesthetic quality and overall sense of place.

The project has several sign requirements including but not limited to: Dunes Master Sign Program, the Highway 1 Design Guidelines adopted by the City of Marina and the Fort Ord Reuse Authority, and the Zoning Code. Under the Marina Zoning Code, highway signs require approval by the Planning Commission.[7] The Dunes Master Sign Program originally had limited signage for

[7] See MMC 17.46.170.F. *Highway Signs.* Commercially zoned properties having frontage on Highway 1 are declared to be sites of special significance and all signs and signing programs shall be approved by the planning commission. In considering a sign or signing program for a site of special significance, the following items shall be considered: the

this property because the designation for the property envisioned office development, not the current commercial project. However, the Dunes Master Sign Program[8] envisions that signage that substantially deviates from the approved MSP would require Planning Commission review:

> *SUBSTITUTIONS/ VARIANCES Requests to establish signs that are not in substantial conformance and vary from the provisions of these sign criteria shall be submitted for Design Review Board and Planning Commission consideration.*[9]

Considering this requirement, Condition of Approval #27 (see below) provides that, prior to occupying the building, the applicant shall submit a Master Sign Program (MSP) for review and approval by the Planning Commission. In this manner, the applicant can potentially proceed with building permit review while city staff works on the exact details of the permanent signage allowed on site.

In addition to the building signage, as part of the Incentive Package the applicant has agreed to build and maintain a monument sign in perpetuity along the southerly border of the property facing Highway 1. Table 2 shows the conceptual drawing for this signage.

COA #27- **a. Master Sign Program.** Prior to the occupancy of the buildings on site, the applicant will submit a master sign program for review and approval by the Planning Commission. 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.

Table 2-Conceptual Car Dealership Signage



signing needs of the proposed use; the location of the site in relation to the freeway access; and the responsibility of the city to protect and preserve the natural beauty of Highway 1 while balancing the city's need for a healthy highway-oriented visitor-serving industry. Any decision of the planning commission concerning a site of special significance may be appealed to the city council, in writing, within ten days of the decision of the planning commission.

[8] See Dunes at Monterey Bay (University Villages) Master Sign Program at: https://cityofmarina.org/DocumentCenter/View/12853.

[9] See Dunes at Monterey Bay Master Sign Program. Sign Submittal Requirements, Page 32: https://cityofmarina.org/DocumentCenter/View/12853 .

TREE REMOVAL PERMIT BACKGROUND

On March 7, 2025, an application was filed to remove trees within Phase 3 of the Dunes Development. The trees in question are located along the outer boundary of Opportunity Area 3.2 of the Dunes Development, with a few trees in Opportunity Areas 4.2 and 4.3. See Figure 1, below.

On April 30, 2025, the Tree Committee visited the property identified as Opportunity Area 3.2, generally located at the northwest corner of First Avenue and Divarty Street. The focus of the site visit was to educate the Committee on Opportunity Area 3.2 as well as to be briefed by the applicant, Marina Community Partners (MCP), on how the tree removal permit aligns with the overall grading plan for Phase 3 of the Dunes Development. The Committee received public testimony and considered the merits of the project.

During production of the Tree Committee staff report, Vice Chair Greg Simmons of the Tree Committee inquired if trees #712, #741, and #752 could be saved. After the conclusion of the April 30, 2025 meeting, the Vice Chair also inquired if tree #743 could be saved. After speaking with the engineer of record (Andy Hunter) and the project arborist (Patrick Krabacher), it does not seem viable to save tree #743. There will be seven feet of fill installed where the tree sits, and the tree would likely not survive the grading operations as the root zone would be too damaged.

At the conclusion of the site visit the item was continued to the May 15, 2025 Tree Committee meeting. On May 15, 2025, the Tree Committee made a recommendation to the Planning Commission to approve the removal of approximately fifty-two trees within Phase 3 of the Dunes, including Opportunity Area 4.3 (Future Medical Use) and Opportunity Area 3.2 (Future Car Dealership Site), with Conditions of Approval that trees #712 and #752 be retained if feasible and, if not, that the applicant would document the reasons for removal to the Community Development Director. Additionally, the applicant was encouraged to plant more native species for the car dealership site.



Figure 1-Aerial Summary of Tree Removal Permit

After the May 15, 2025 Tree Committee meeting, on May 28, 2025, Marina Community Partners submitted a letter requesting that the City expedite the removal of some trees on the Medical Use site (Opportunity Area 4.3) so that grading work could be completed in an expeditious manner. Specifically, Shea requested that the tree removal permit be bifurcated into two key components: the first step would be to remove the trees from the Medical Use site, and the second step to temporarily stockpile the dirt associated with the proposed tree removals onto the Car Dealership property, Opportunity Area 3.2. The stockpiling of the dirt is depicted in Figure 2 below.

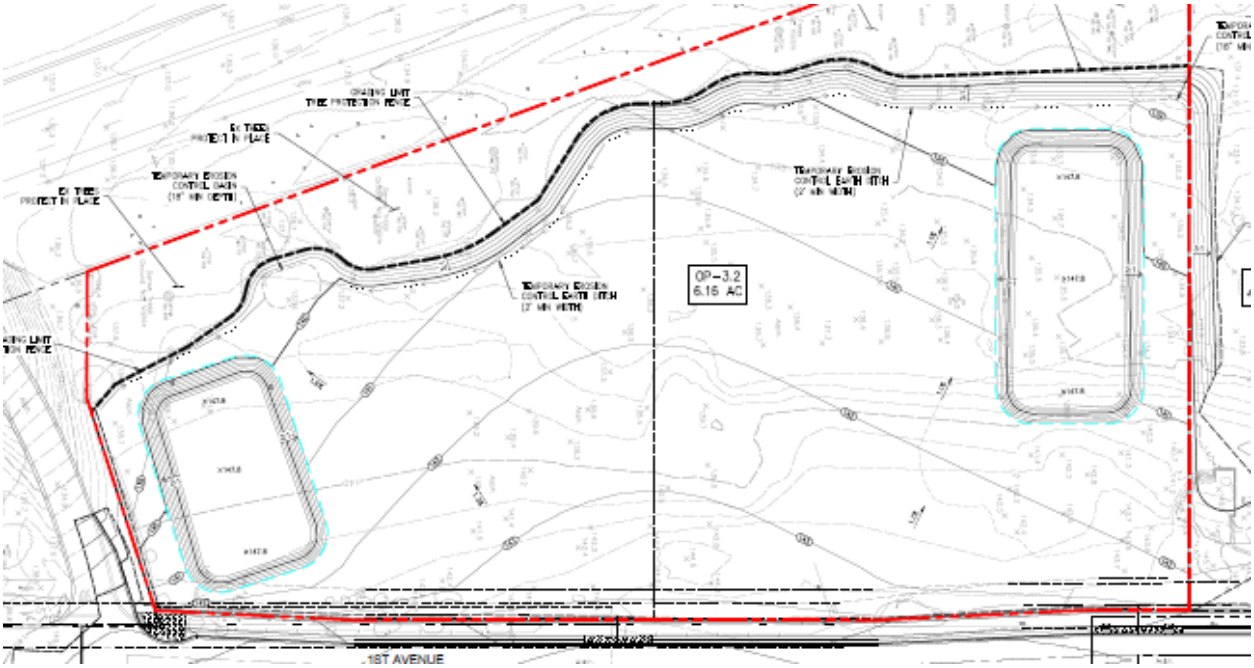


Figure 2-Car Dealership Site-Stockpile of dirt.

On June 12, 2025 the Planning Commission adopted resolution 2025-08 supporting this two-step process for the future Medical Use site to be graded and the temporary stockpiling of dirt on the Car Dealership site, Opportunity Area 3.2.

TREE REMOVAL SITE PLAN ANALYSIS

The public testimony received on April 30, 2025 from the engineer of record (Andy Hunter) and the project arborist (Patrick Krabacher) indicated that the additional 5-11 feet of fill to be added to the site makes the survival of many the trees on the site unlikely. The reason is the cut and fill of the dirt onto the lot necessities digging into the tree root system.

Grading on Opportunity Site 3.2 (Car Dealership site)

As set forth above, the Car Dealership site requires significant cuts and fill to be added to the property to make it level with First Avenue and the surrounding properties. Parts of the Car Dealership site have anywhere from seven to eleven-foot grade elevation change from the center of the property to First Avenue. See Figure 3, below. Currently, two large stockpiles of dirt are on the lot, which will be leveled as part of the overall mass grading of the site to make it level to First Avenue and the surrounding area.

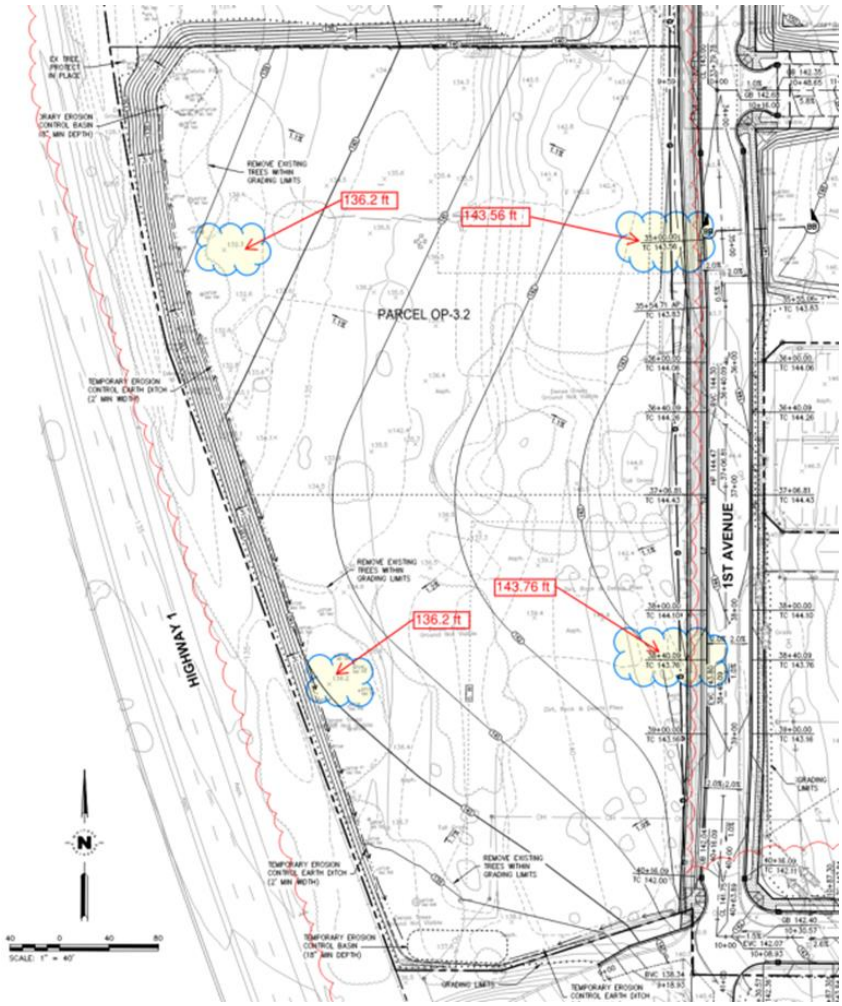


Figure 3 – Elevation Changes on Opportunity Site 3.2 (Car Dealership site)

City of Marina Municipal Code-Tree Permits

City of Marina Municipal Code (MMC) Section 17.62.030 requires a tree removal permit to remove, damage, or relocate, or cause to be removed, damaged, or relocated, any tree on any property within City limits, unless exempted by MMC Sections 17.62.040 or 17.62.050. MMC Section 17.62.030 also prohibits construction activities within the dripline of any tree, unless these activities are conducted in compliance with tree protection guidelines adopted by resolution of the planning commission.

MMC defines "tree" as any living woody perennial plant having a single stem of six (6) inches or more diameter at breast height (DBH; measured at 4.5 feet above ground) or a multi-stemmed plant having an aggregate diameter of ten inches or more measured at DBH, and any living woody perennial plant which was planted in accordance with requirements of an approved compensation plan or was planted as part of a landscaping plan approved by the City. MMC defines "Dripline" as the greater of the outermost edge of the tree's canopy, or fifteen times DBH measured from the center point of the tree.

University Village Specific Plan UVSP Tree Standards

UVSP Tree Standards call for the preservation of as many healthy Monterey cypress trees and oak trees as practicable. In accordance with the UVSP Tree Standards, Monterey cypress trees and oak trees that are in good or fair condition must be protected during construction and preserved wherever practicable. If relocation is possible, Monterey cypress and oak trees shall be removed by machinery, be immediately replanted at a new site, and be watered and fertilized. Existing healthy trees determined to be in good or fair condition that are removed shall be replaced on-site

at a ratio of two (2) replacement trees for every one (1) removed (2:1). UVSP classifies tree health based on the following definitions:

- *Good.* Tree is healthy and vigorous as indicated by color of foliage and density, has no apparent signs of insect, disease, structural defects or mechanical injury. Tree has good form and structure.
- *Fair.* Tree is in average condition and vigor for the area, but may show minor insect, disease, or physiological problems. Trees rated as fair may be improved with correctional pruning.
- *Poor.* Tree that is in a general state of decline and may show severe structural or mechanical defects which may lead to failure, may have insect or disease damage, but is not dead.
- *Dead/Snag.* Dead standing tree.

Tree Removal Details

DD&A identified 44 Monterey cypress (*Hesperocyparis macrocarpa*) trees within or directly adjacent to the project site. DD&A inventoried three (3) dead trees, 17 trees in poor health, and the remaining 24 in fair health with two for retention. A tree removal permit from the City is required to remove the 44 total trees, and tree replacement at a 2:1 ratio is required for removal of the 22 healthy trees. Therefore, the developer will replace the removal of healthy trees with up to 44 replacement plantings.

Tree Identified within Project Site	44
Dead Trees	44-3=41 remaining
Trees-Poor Health	41-17=24 remaining
Retaining two trees[10] (Tree 732 and 730)	24-2=22 remaining
City of Marina's Tree Replacement Ratio (2:1)	22X2=44 Trees To Be Replanted

Required Findings for Tree Removal Permit

Pursuant to MMC Section 17.62.060(C), the following findings, (i.e., any one of which is sufficient), are required prior to approval or conditional approval of a tree removal permit:

1. The tree is in poor condition and is in danger of falling within proximity to existing structures, high pedestrian traffic areas such as parking lots, playgrounds and pedestrian walkways, or interference with utility services that cannot be controlled or remedied through reasonable preservation and/or preventive procedures and practices; or
2. The tree is host to a plant, or insect, or other parasitic organism which endangers other adjacent healthy trees; or
3. The location of more than three trees conflicts with the construction of street or sidewalk improvements, storm drain, traffic signals or signs; or
4. The number of trees on the site is in excess of the number of healthy trees the site is able to support, based on such considerations as tree species, growth characteristics, general health of the stand, tree age, solar orientation and soil condition; or
5. The applicant outlines other clearly documented and compelling reasons for the removal or relocation of a tree which do not include the elimination of falling leaves or shade, or improving a view; and

[10] Tree 730 is just outside of the project area, but it will be retained.

6. The tree does not serve as part of a windbreak system, or assist in drainage or in the avoidance of soil erosion, or serve as a component of a wildlife habitat, or otherwise play a prominent role in maintaining the existing urban forest; and
7. Due to the tree's contribution to the aesthetic beauty of the area, the removal would not have a substantial detrimental effect on neighboring property values; and
8. If the removal request is concurrent with development plans for the property and the development plans indicate that it is necessary to remove or relocate the tree to enable reasonable and conforming use of the property which is otherwise prevented by the location of the tree.

Staff finds that findings are satisfied here. See **Exhibit A**, Findings of Fact. Mitigation is addressed through Conditions of Approval, see **Exhibit B**, requiring tree replacement at a 2:1 ratio for healthy trees removed, consistent with both MMC Section 17.62.060(D) and the UVSP Tree Standards described above.

TREE REMOVAL GENERAL PLAN CONSISTENCY

General Plan Policy 2.74-Industrial and Commercial Services. Approximately 290 acres of land are reserved for industrial and commercial uses. Each of the designated areas has a distinctive role based on its respective locational characteristics. The intent is to accommodate a broad range of industrial and commercial-service activities within the City, thereby enhancing local opportunities for employment and economic development and providing for the service needs of other uses within the City.

By removing trees from Opportunity Area 3.2 and allowing commercial development on the property, General Plan Policy 2.74 will be implemented by the approval of this tree removal permit.

General Plan Policy 2.4.3-Local-Serving Retail and Personal Services. At present, a major portion of Marina's population purchases everyday items such as food, drugs, and other sundries outside the City. The result is both a loss of sales tax revenue in support of City services and the generation of a greater number of vehicular trips by residents. In general, vehicular trips would be decreased both in length and number if everyday goods and services were more available locally.

By removing trees from Opportunity Area 3.2 and making the property a viable commercial development, the tree removal permit will be implementing General Plan Policy 2.4.3.

CONFLICT OF INTEREST

Council members or Planning Commissioners are subject to the Political Reform Act. Council Members or Planning Commissioners must not make, participate in making, or attempt to influence in any manner a governmental decision which they know, or should know, may have a material effect on a financial interest of a Council Member or Planning Commissioner.

EX PARTE COMMUNICATION DISCLOSURES

On quasi-judicial matters, City Councilmembers shall verbally disclose off the record contacts relating to the item, after the item is called and before City Council consideration of the matter. Disclosure shall include the identity of an individual(s) with whom the City Council had contact, and the nature of the contact. Written *ex parte* communications must be forwarded to the Community Development Department so they can be provided to the entire Commission and to the public.

ENVIRONMENTAL DETERMINATION

The City of Marina Planning Division has determined that this project will not result in new significant environmental impacts or effects or a substantial increase in the severity of significant effects previously identified in EIR No. 2004091167, which was certified for the University Villages Specific Plan. *See* CEQA Guidelines § 15183; Cal. Pub. Resources Code § 21083.3(b). The Specific Plan and its associated EIR contemplated that "recreational vehicle" sales and/or rentals would be a use permitted by right at the project location; passenger vehicle sales at this location is consistent with the originally anticipated permitted use and would not result in any previously unidentified impacts. The Specific Plan and EIR also anticipated that "hundreds" of trees would be removed as a result of the overall project, requiring mitigation pursuant to the City's tree removal ordinance and University Village Specific Plan tree replacement standards.

CONCLUSION

This staff report, resolution, and associated exhibits are submitted for City Council consideration.

Respectfully submitted,

_____

Guido F. Persicone, AICP
Community Development Director
City of Marina

REVIEW/CONCUR

_____

Layne Long
City Manager
City of Marina

ATTACHMENTS

Exhibit A-Findings of Fact
Exhibit B-Project Conditions of Approval
Exhibit C-Site Plan
Exhibit D-Project Narrative
Exhibit E-Arborist Reports
April 18, 2025
May 12, 2025
February 2026
Exhibit F-Project Comment Letters
Exhibit G-Sales Tax Revenue Sharing Agreement (with City Council Resolutions 2025-49, 2025-83, and 2026-45)

A RESOLUTIN OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A DESIGN REVIEW PERMIT AND A TREE REMOVAL PERMIT FOR A NEW MERCEDES-BENZ CAR DEALERSHIP AT OPPORTUNITY AREA 3.2 OF THE DUNES DEVELOPMENT (2101 FIRST AVENUE) AND FIND THIS ACTION WAS ADEQUATELY ADDRESSED IN EIR NO. 2004091167, CERTIFIED FOR THE UNIVERSITY VILLAGES SPECIFIC PLAN.

WHEREAS, per a Sales Tax Revenue Sharing Agreement approved by Council on May 20, 2025 ("Incentive Agreement") the applicant, Unstoppable Automotive MBMCA, LLC, a California limited liability company dba Mercedes-Benz of Monterey ("Unstoppable Group"), and the City have agreed per Council Resolutions 2025-49, 2025-83, and 2026-45, that the City Council retains final decision-making authority over the Design Review and Tree Removal Permits for this project; and

WHEREAS, on April 30, 2025, at a duly noticed public hearing held on the property located at the northwest corner of First Avenue and Divarty Street, the Tree Committee of the City of Marina considered a tree removal permit request to remove trees within Phase 3 of the Dunes Development and specifically within Opportunity Areas 3.2, 4.2, and 4.3 of the University Villages Specific Plan; and

WHEREAS, at the conclusion of the April 30, 2025, meeting the item was continued for further review to the May 15, 2025 Tree Committee meeting; and

WHEREAS removal of 44 trees is necessary to accommodate the completion of the Dunes Development Project (formerly the University Village Specific Plan); and

WHEREAS, by removing trees from the site and making it a viable commercial property, the tree removal permit will be implementing the 2000 General Plan via policies 2.74 and 2.4.3; and

WHEREAS, removal of trees is subject to a Tree Removal Permit and requires review by the Tree Committee for a recommendation to the Planning Commission per Marina Municipal Code (MMC) Sec. 17.62.060.B; and

WHEREAS, at the conclusion of May 15, 2025, Tree Committee meeting, a favorable recommendation was made to the Planning Commission; and

WHEREAS, the applicant shall replace all qualifying trees at a 2:1 ratio per MMC section 17.62.060.D.2 based upon the combined diameter at breast height (DBH) of the healthy trees to be removed; and

WHEREAS, at a duly noticed public hearing the Planning Commission recommended approval of the design review and tree removal permits to the City Council; and

WHEREAS, the proposed automobile dealership project is consistent with the City's Design Review criteria and will not be detrimental to the public health, safety, or general welfare as set forth in the Staff Report and Findings of Fact; and

WHEREAS, the project has been designed to support attractive and functional commercial use while maintaining compatibility with the character of the City of Marina and the surrounding area; and

WHEREAS, the City of Marina is a lead agency under the California Environmental Quality Act (CEQA) and has determined 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 EIR No. 2004091167, which was certified for the University Villages Specific Plan. *See* CEQA Guidelines § 15183; Cal. Pub. Resources Code § 21083.3(b). The Specific Plan and its associated EIR contemplated that "recreational vehicle" sales and/or rentals would be a use permitted by right at the project location; passenger vehicle sales at this location is consistent with the originally anticipated permitted use and would not result in any previously unidentified impacts. The Specific Plan and EIR also anticipated that "hundreds" of trees would be removed as a result of the overall project, requiring mitigation pursuant to the City's tree removal ordinance and University Village Specific Plan tree replacement standards.

NOW THEREFORE BE IT RESOLVED that the City Council, based on Findings of Fact, Conditions of Approval, and the CEQA determination referenced hereto, does hereby:

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. Incorporate by reference the recitals listed above, the staff report accompanying this resolution, the Findings of Fact and the project revised Conditions of Approval as presented by City staff at May 19, 2026 City Council meeting. (Exhibits A and B to this Resolution).
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).
4. 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.
5. 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.
6. Require the applicant (Unstoppable Group) 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.
7. Require the applicant (Unstoppable Group) 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.
8. Require the applicant (Unstoppable Group) to comply with the Incentive Agreement conditions of approval per City Council Resolutions 2025-49, 2025-83, 2026-45.
9. Require the applicant to file a Master Sign Program (MSP) for the project for Planning Commission consideration and approval prior to occupying the building.
10. To require the applicant to receive City Council approval for the monument sign along the westerly border of the property prior to occupying the building.
11. Direct staff to prepare and submit a Notice of Exemption (NOE) to the County Clerk within five days of approval by the City Council.

PASSED AND ADOPTED by the City Council of the City of Marina at a duly noticed special on the 19th day of May 2026, by the following vote:
AYES, COUNCIL MEMBERS:
NOES, COUNCIL MEMBERS:
ABSENT, COUNCIL MEMBERS:
ABSTAIN, COUNCIL MEMBER:

_____
Bruce Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

EXHIBIT A

Findings of Fact

Tree Removal Permit

MMC 17.62.060.C. *Required Findings for Approval of Tree Removal Permit.* The required finding is in standard font with Staff's response following in *italics*.

1. The tree is in poor condition and is in danger of falling within proximity to existing structures, high pedestrian traffic areas such as parking lots, playgrounds and pedestrian walkways, or interference with utility services that cannot be controlled or remedied through reasonable preservation and/or preventive procedures and practices; or

A qualified arborist assessed the 44 trees proposed for removal and found the majority to be in fair condition. When final grading plans are prepared, it may be possible to retain trees that are not needed for construction. In this event, these trees will be retained and protected. [Note that the Tree Committee is not required to make this finding because the Committee can instead make findings 5-8; see MCC § 17.62.060C.]

2. The tree is host to a plant, or insect, or other parasitic organism which endangers other adjacent healthy trees; or

A qualified arborist assessed the 44 trees proposed for removal and found the majority to be in fair condition. [Note that the Tree Committee is not required to make this finding because the Committee can instead make findings 5-8; see MCC § 17.62.060C.]

3. The location of more than three (3) trees conflicts with the construction of street or sidewalk improvements, storm drain, traffic signals or signs; or

The location of multiple trees proposed for removal would interfere with the proposed infrastructure improvements and the development of Opportunity Area 3.2 with an additional five to seven feet of fill for a commercial development, as documented on the Site Plan and in the Arborist Report.

4. The number of trees on the site is in excess of the number of healthy trees the site is able to support, based on such considerations as tree species, growth characteristics, general health of the stand, tree age, solar orientation and soil condition; or

A qualified arborist assessed the health of individual trees within the project area but did not offer an opinion on the number of healthy trees the site is able to support. [Note that the Tree Committee is not required to make this finding because the Committee can instead make findings 5-8; see MCC § 17.62.060C.]

5. The applicant outlines other clearly documented and compelling reasons for the removal or relocation of a tree which do not include the elimination of falling leaves or shade, or improving a view; and

All forty-four trees proposed for removal, including the three trees are dead and seventeen are in poor health directly impede the grading and construction of the site for commercial development.

6. The tree does not serve as part of a windbreak system, or assist in drainage or in the avoidance of soil erosion, or serve as a component of a wildlife habitat, or otherwise play a prominent role in maintaining the existing urban forest; and

Most of the trees proposed for removal were found by an arborist to be in fair condition. The trees do not serve as part of a windbreak system. Mitigation measures described in the Arborist Report and in the Conditions of Approval above will reduce impacts of tree removal related to drainage, soil erosion, and wildlife habitat. Qualifying trees will be replaced at a 2:1 ratio ensuring preservation of the City's urban forest.

7. Due to the tree's contribution to the aesthetic beauty of the area, the removal would not have a substantial detrimental effect on neighboring property values; and

Although aesthetic judgements are subjective, the City has established a process for designating aesthetically significant trees as landmark trees (MMC Section 17.62.070). None of the trees proposed for removal have been designated as a landmark tree. Because the majority of the trees are located within an existing transportation corridor and more than 200 feet away from residential properties, removal of the trees is unlikely to have a substantial detrimental effect on neighboring property values.

8. If the removal request is concurrent with development plans for the property and the development plans indicate that it is necessary to remove or relocate the tree to enable reasonable and conforming use of the property which is otherwise prevented by the location of the tree.

The applicant made an effort to protect as many trees within the project area as possible, reducing the number of trees proposed for removal to 44. To accommodate the required infrastructure, 44 trees must be removed. Qualifying trees will be replaced at a 2:1 ratio or an in-lieu fee provided consistent with the requirements of MMC Section 17.62.060.

Design Review Findings

The review authority shall consider all necessary plans, drawings and statements in an endeavor to encourage buildings, structures, or other improvements to be designed and constructed, and so located, that they will not be unsightly, undesirable or obnoxious in appearance to the extent that they will hinder the orderly and harmonious development of the city, impair the desirability of residence or investment or occupation in the city, limit the opportunity to obtain the optimum use and value of the land and improvements, impair the desirability of living conditions on or adjacent to the subject site, conform with the standards included in the local coastal land use plan and/or otherwise adversely affect the general welfare of the community.

The proposed automobile dealership project is consistent with the City's Design Review criteria and will not be detrimental to public health, safety, or general welfare. The project has been

designed to support attractive and functional commercial use while maintaining compatibility with the character of the City of Marina and the surrounding area. The site layout provides clear and efficient vehicular circulation, including customer access, vehicle display areas, and service operations, while minimizing potential conflicts with pedestrian movement.

The architectural design incorporates contemporary forms, high-quality materials, and careful modulation of building mass to reduce visual bulk and create a cohesive and visually appealing development. Vehicle display areas, lighting, and signage have been thoughtfully integrated into the overall design to ensure visibility appropriate for a dealership use while avoiding excessive visual clutter or glare that could impact adjacent properties or public rights-of-way.

Landscaping has been incorporated along street frontages and throughout the site to soften the appearance of vehicle display areas, enhance the streetscape, and contribute to the City's coastal aesthetic. The project's lighting plan is designed to provide adequate illumination for safety and security while minimizing light spillover onto adjacent properties. All improvements are conditioned to comply with applicable City standards and design guidelines.

Based on the foregoing, the project achieves a high-quality design that is compatible with its surroundings and consistent with the intent of the City's Design Review requirements. Therefore, the findings to approve the Design Review Permit can be made.

California Environmental Quality Act Findings

Staff has assessed the proposed project in relation to the University Village Environmental Impact Report (EIR) prepared for the University Village Specific Plan and recommend that the Planning Commission and City Council determine that no further environmental review is required pursuant to Section 15162 ("Subsequent EIRs and Negative Declarations") of the CEQA Guidelines.

The proposed automobile dealership project has been reviewed for consistency with the environmental analysis conducted in the certified Environmental Impact Report (EIR) for the University Village Specific Plan. The project site is located within the boundaries of the Specific Plan area and is consistent with the development assumptions, and intensity of development evaluated in the EIR. See *CEQA Guidelines § 15183; Cal. Pub. Resources Code § 21083.3(b).*

Pursuant to CEQA Guidelines Sections 15162 and 15168, the City has determined that the proposed project would not result in any new significant environmental impacts, nor would it substantially increase the severity of previously identified significant impacts beyond those analyzed in the Specific Plan EIR. The project does not introduce new environmental effects or incorporate changes that would require major revisions to the prior environmental document.

All applicable mitigation measures identified in the University Village Specific Plan EIR that are relevant to the proposed development will be applied to the project through conditions of approval, as appropriate. Therefore, no subsequent or supplemental environmental review is required, and

the certified EIR for the University Village Specific Plan adequately addresses the environmental effects of the proposed project. Based on the foregoing, the City finds that the proposed project is within the scope of the previously certified EIR, and no additional environmental analysis is required under CEQA.

2049699.1

CORRECT EXHIBIT B

EXHIBIT B

Car Dealership Conditions of Approval

Conditions modified by the Planning Commission on April 23, 206 are underlined or have strikethroughs. Recommended conditions modified by city staff after the Planning Commission hearing are in yellow, subject to City Council approval.

The recitals from the project resolution are incorporated by reference into the attached conditions of approval.

1. **Approved Use.** The permittee shall execute, construct, and operate the project in accordance with the approved application materials and plans dated February 27, 2026, as amended by the following conditions of approval. Any deviation from approvals must be reviewed and approved by staff and may require separate approval from the approving authority and/or further environmental review.

2. **Effective Date, Expiration, and Extensions.** This approval shall become effective immediately, except when an appeal period applies pursuant to Marina Municipal Code (MMC) Chapter 17.70, in which case actions shall become effective ten (10) days after the approval date provided that no appeal is filed. Approval shall expire **two years** from the Approval date, or from the date of the final decision in the event of an appeal, unless within such period a complete building permit application has been filed with the Community Development Department, or the authorized activities have commenced in the case of a permit not involving construction. Upon written request and payment of appropriate fees submitted no later than the expiration date of this Approval, the Community Development Director or designee may grant a one-year extension of this date, with additional extensions subject to approval by the approving body. Expiration of any necessary building permit or other construction-related permit for this project may invalidate this Approval if said Approval has also expired. If litigation is filed challenging this Approval or its implementation, then the time period stated above for obtaining necessary permits for construction and/or commencement of authorized activities is automatically extended for the duration of the litigation.

3. **Compliance with Other Requirements.** The permittee shall comply with all other applicable federal, state, regional, and local laws, codes, requirements, regulations, and guidelines. Compliance with other applicable requirements may require changes to the approved use and/or plans. These changes shall be processed in accordance with the procedures contained in Condition #4.

4. **Compliance with Specific Plan**. This project and all subsequent projects within this site shall be consistent with the University Village Specific Plan. All applicable University Village Specific Plan Environmental Impact Report (EIR) Mitigation and Monitoring Program (MMRP) conditions shall be applicable and enforceable upon this project.

5. **Modifications.** Any modification to the approved project, site plan, conditions of approval, or use requires consistency review and approval by Community Development

Director. Major revisions may require review and approval by the original approving body.

6. **Compliance with Conditions of Approval.** The permittee shall be responsible for compliance with all Conditions of Approval. The City reserves the right at any time during construction to require certification by a licensed professional at the permittee's expense that the as-built project conforms to all applicable requirements. Violation of any term, project description, or Condition of Approval is unlawful and prohibited. In the case of noncompliance with the requirements of a Use Permit, Marina Municipal Code (MMC) Section 17.58.060 allows for the revocation of said permit. The City reserves the right to initiate civil and/or criminal enforcement and/or abatement proceedings where violations are present, consistent with MMC Chapters 1.08, 1.10 and 1.12.

7. **Revocation.** Where one or more project Conditions of Approval are not met, or where a project was approved on the basis of false material information given willfully, intentionally or negligently by the permittee, the appropriate authority may revoke or modify the approval for the project.

8. **Indemnification.** To the extent allowable by law, the permittee agrees to hold the City harmless from costs and expenses, including attorney's fees, incurred by the City or held to be the liability of the City in connection with the City's defense of its actions in any proceeding brought in any state or federal court challenging the City's actions with respect to the project. The permittee understands and acknowledges that the City is under no obligation to defend any legal actions challenging the City's actions with respect to the project.

9. **Record Retention.** The permittee shall retain full and complete copies of all permits and other regulatory approvals issued in connection with the project, including but not limited to conditions of approval, approved plans, and resolutions. In the event the City cannot locate full and complete permits or other regulatory approvals in its official records, and the permittee fails to retain full and complete permits or other regulatory approvals, any ambiguities or uncertainties that would be resolved through an examination of the missing documents will be conclusively resolved against the permittee.

10. **Violation of Code.** Any person who does any work or uses, occupies or maintains any building or structure, or causes the same to be done, or does any grading, contrary to or in violation of Title 15, Buildings and Construction, or of any of the uniform codes adopted by Title 15 is guilty of an infraction pursuant to Marina Municipal Code (MMC) Section 15.04.060.

11. **Grading Permit.** Grading work disturbing at least 50 cubic yards or 2,500 square feet of a property within the City requires a grading permit meeting all requirements of Marina Municipal Code (MMC) Section 8.46.130 regarding stormwater retention. The permittee shall secure a grading permit before beginning grading work.

12. **Notice of Exemption.** That within five (5) days from the date of action upon the permit of this project by City Council the applicant shall submit to Planning staff a check payable to the "Monterey County Clerk" in the amount of $50.00 to pay for the fee for filing the notice of exemption.

13. **Landscape Maintenance.** Prior to the issuance of a building permit, the applicant shall provide a bond or other surety acceptable to the City to guarantee that the installed landscaping shall remain in a healthy and growing condition for a minimum of two years from the date of occupancy approval. The amount of the surety shall be a minimum of ten percent of the actual or estimated costs of the installation accepted by the Planning Services Division. An amount greater than ten percent may be required by the Planning Services Division if more exotic, less reliable plant material is specified in the approved planting plan. Two years after the approval of occupancy, the applicant shall contact the Planning Services Division to arrange for an inspection of the landscaping. If or when all landscaping shown on the approved plans is in place and is healthy and growing condition, the surety shall be returned to the entity that provided the surety or to another entity upon proof of transfer. If plant material is dead, dying or missing and the applicant does not take steps to restore the landscaping, the City shall have the authority to use the surety for the restoration of the landscaping.

14. **Site Maintenance.** The project site shall be kept in a nuisance-free condition, and healthy and well-kept landscaping shall be continuously maintained. Any existing blight or nuisance shall be abated within seventy-two hours of receiving a notice from the City of Marina.

15. **Monterey Bay Air Resources District (Permit)**. Prior to issuance of construction permit(s), the Owner/Applicant shall submit evidence to the Building Division, that the appropriate permits have been obtained from Monterey Bay Air Resources District.

16. **Monterey Bay Air Resources District (BMPs).** The Owner/Applicant shall utilize Best Management Practices (BMPs) for fugitive dust control measures. Best Management Practices (BMPs) notes shall be included on all building and/or grading permits for construction activities that may result in soil/ground disturbance

17. **Bicycle Facilities.** Prior to the issuance of building permits the site plan shall be modified to show the placement of one bike rack per Section 5.7 of the University Village Specific Plan. Prior to occupancy, the bike rack shall be installed.

18. **Trash Enclosures and Maintenance Building**. Prior to the issuance of building permits the applicant submit shall coordinate with the waste hauler for the site and submit proof that adequate service will be accommodated/contracted for the project site. The applicant shall demonstrate the service provider approves of the size and final location of the trash enclosure.

19. **Environmental Health Clearance.** Prior to the issuance of building permits, clearance from the Monterey County Department of Environmental Health shall be obtained and provided to the Community Development Department.

20. **Development Impact Fee (DIF).** The developer shall comply with the provisions of Title 3, Chapter 3.26 of the Marina Municipal Code and all its resolutions by paying the appropriate City fee.

21. **Parking Plan.** Prior to the issuance of building permits the applicant shall provide a parking plan that denotes customer and employee parking. ~~Additionally, the applicant shall submit revised construction drawings that identify the right of way in front of the project as "green curbed" or for short term limited parking of no more than twenty-thirty (20-30) minutes.~~

22. **Silent Paging System**. Due to the project location adjacent to residential neighborhoods a silent paging system throughout the project site shall be implemented. No loudspeakers shall be used as part of daily business operations.

23. **Construction Noise**. Unless otherwise authorized, construction activities shall be conducted in compliance with Marina Municipal Code (MMC) Section 15.04.055 and all non-emergency construction or repair work shall be limited to the following schedule:
    Monday through Saturday: 7 a.m. to 7 p.m.
    Sunday and holidays: 10 a.m. to 7 p.m. (For the purposes of this section, "holidays" shall include New Year's Day, July 4th, Thanksgiving and Christmas)
    During daylight savings time, the hours of construction may be extended to 8 p.m.
    No construction, tools, or equipment shall produce a decibel level of more than sixty (60) decibels for twenty-five (25) percent of an hour at any receiving property line.

24. **Operational Noise.** Noise levels from the project site after completion of the project (i.e., during project operation) shall comply with the performance standards of Marina Municipal Code (MMC) Chapter 9.24. If noise levels exceed these standards, the activity causing the noise shall be abated until appropriate noise reduction measures have been installed and compliance verified by the City

25. ~~**Lighting**. Prior to the issuance of building permits, the applicant shall be required to submit a detailed lighting plan to ensure dark sky principles are incorporated into the final design of the building and light pollution does not occur. Exterior lighting fixtures shall be adequately shielded to a point below the light bulb and reflector prevent unnecessary glare onto adjacent properties. After installation, the Community Development Director or designee shall retain the right to require reduction in the intensity of illumination or change of light color if said illumination creates any undue public nuisance. The following shall be shown within the construction drawings:~~

25. Lighting. Prior to the issuance of building permits, the applicant shall be required to submit a detailed lighting plan to ensure dark sky principles are incorporated into the final design of the building and project. <u>The comprehensive exterior lighting plan shall be</u>

submitted for review and approval to the Community Development Director. The Community Development Director may request that the Planning Commission review and approve said lighting plan consistent with the procedure set forth in Section 17.55.040 (Review Process) where sufficient public concern warrants a public hearing. The plan shall include fixture specifications, mounting heights, photometric data, shielding details, color temperature, and illumination levels throughout the site. Additionally, exterior lighting fixtures shall be adequately shielded to a point below the light bulb and reflector prevent unnecessary glare onto adjacent properties. Based on input from the City Council at May 19 and June 2, 2026, additional lighting requirements to the extent feasible, shall be incorporated into the final lighting plan. After installation, the Community Development Director or designee shall retain the right to require reduction in the intensity of illumination or change of light color if said illumination creates any undue public nuisance or is not consistent with applicable mitigation measures for the University Villages Specific Plan (now Dunes) EIR. The following shall be shown within the construction drawings:

a. The project shall provide step-down lighting as the project is adjacent to residential neighborhoods. ~~The step-down lighting shall occur each evening between the following intervals: 6:00 P.M., 7:30 P.M, and 10:30 P.M.~~ The applicant shall be required to provide a photometric study of light output prior to 10PM and after 10PM. The lighting level shall be the minimum to maintain security and safety for the property at no more than a two (2) light candles average for the property. The lighting plan shall be evaluated for compliance with **Lighting Zone 2 (LZ 2)**[1] standards, rather than LZ3 for car dealerships.
b. In addition to the fixed clock-time step-downs, all non-security lighting shall be reduced to security-level only during the period commencing two hours after sunset and ending two hours before sunrise, consistent with MM AE-3.1.
c. Site lighting systems and showroom lighting shall be grouped into control zones to allow for open, closing, and night light/security lighting schemes. All control groups shall be controlled by an automatic lighting control system utilizing a time clock, photocell, and low voltage relays.

d. Full Cut-Off Fixtures-All exterior lighting fixtures shall utilize full cut-off or fully shielded luminaires designed and installed to prevent glare, spillover, and light trespass onto adjacent properties and public rights-of-way consistent with Illuminating Engineering Society (IES) standards.
e. Maximum Fixture Height-Freestanding parking lot and vehicle display lighting fixtures shall not exceed twenty-two (22) feet in height.
f. Color Temperature-General site and parking lot lighting shall maintain a correlated color temperature (CCT) of no greater than 3000 Kelvin to minimize glare and nighttime light pollution.

[1] The International Dark-Sky Association (IDA) and the Illuminating Engineering Society of North America (IESNA) have developed the Model Lighting Ordinance (MLO) to address the need for strong, consistent outdoor lighting regulation. The MLO User's Guide explicitly classifies car dealerships under **LZ3 (moderately high ambient lighting)**, not LZ2. Here, however, Staff is proposing LZ2 for the Project. The MLO User's Guide describes LZ2 as: "light commercial business districts and high density or mixed use residential districts. Includes neighborhood business districts; churches, schools and neighborhood recreation facilities; and light industrial zoning with modest nighttime uses or lighting requirements."

g. Light Trespass Prohibited-All exterior lighting shall be directed downward and away from adjoining residential properties and streets. Lighting shall be arranged and shielded to prevent direct illumination, glare, or spillover onto adjacent parcels or public rights-of-way with an average foot candle of .5 and a maximum of 1.0 foot candles.

h. Lighting shall also be designed to prevent direct illumination, glare, or spillover onto Fort Ord Dunes State Park across Highway 1, consistent with Mitigation Measures AE-3.1 and BR-7.1 of the University Village EIR. The Photometric and Lighting Plan shall demonstrate that vertical illuminance at the western project boundary does not exceed 0.1 foot-candles, calculated to a height of 33 feet above the tallest luminaire.

i. Photometric Standards-The applicant shall provide a photometric plan demonstrating that lighting levels are adequate for vehicle display and public safety while maintaining a uniform and subdued lighting pattern. Average illumination levels shall be minimized to the greatest extent feasible and avoid excessive brightness associated with automobile display lighting with a average foot candles of .5 and a maximum of 1.0.

j. Automatic Controls-All exterior lighting shall be controlled by automatic timers and/or photocells. Non-security lighting, including vehicle display lighting, shall be reduced or turned off after business hours, except for the minimum lighting necessary for site security and safety.

k. Building-Mounted Lighting-Building-mounted lighting fixtures shall be attached only to walls or eaves and shall not project above the roofline or parapet. All lighting shall have full cutoff.

l. Consistency with City Standards-All lighting improvements shall comply with the applicable provisions of the City of Marina University Village Environmental Impact Report, the University Village Specific Plan, the 2002 Design Guidelines and Standards, Title 24 energy regulations, and all applicable municipal code requirements.

~~a. The project shall provide step-down lighting as the project is adjacent to residential neighborhoods. The step-down lighting shall occur each evening between the following intervals: 6:00 P.M., 7:30 P.M, and 10:30 P.M.~~

~~b. Site lighting systems and showroom lighting shall be grouped into control zones to allow for open, closing, and night light/security lighting schemes. All control groups shall be controlled by an automatic lighting control system utilizing a time clock, photocell, and low voltage relays.~~

26. Hours of Operation. The car dealership will be operational Monday~~-Friday (830AM-7PM); Saturday 830AM-6PM; Sunday 10AM-6PM.~~ Monday-Friday 8AM-9PM; Saturday 830AM-8PM; Sunday 10AM-7PM. The service stations will be operational ~~M-F 8AM-530PM; Saturday 8AM-2PM~~ Monday-Friday 7AM-7PM; Saturday 8AM-4PM; Sunday-Closed. ~~The service stations will be closed on Sundays.~~ Significant modifications to the hours of operation will be subject to review and approval by the Community Development Director.

27. Signage

a. Master Sign Program. Prior to the occupancy of the buildings on site, the applicant will submit a master sign program for review and approval by the Planning Commission.

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.

b. Illumination. The Community Development Director or designee shall retain the right to require reduction in the intensity of any illumination that creates undue public nuisance.

c. Maintenance of Signs. Signs shall be installed, maintained, and removal of signs shall be regulated in accordance with Marina Municipal Code (MMC) Chapter 17.46 including, but not limited to, the abatement of abandoned signs and the enforcement of violating signs.

d. The Dunes Master Sign Program will be incorporated by reference into the Mercedes-Benz Master Sign Program and will expressly prohibit balloons, inflatable signs, banners and other unsightly signage.

28. Incentive Package Conditions of Approval (City Council Resolutions 2025-49, 2025-83, and 2026-45)

City Council Resolution 2025-49

a. The City Council shall have final approval after review from the Tree Committee and the Planning Commission for Site Plan and Architectural Design Review;
b. That the dealership produces an accurate computer simulation video prior to Planning Commission review;
c. That any gateway sign be consistent with City monument design requirements and that any dealership signage refer to "Mercedes of Marina";
d. That the proposed lighting for the dealership site minimizes impact to the night sky;
e. To consider future specific agreement amendments subject to mutual agreement by City and Developer; and
f. Implement preference for local hires when feasible.

City Council Resolution 2025-83

1. Approve amending the sales tax revenue sharing agreement between the City of Marina and Unstoppable Automotive MBMCA LLC to change the dealership name from Mercedes-Benz of Marina to Mercedes-Benz of Monterey
2. Clarification on the Gateway Sign:
   a. Consistent with city monument design requirements to say "City of Marina";
   b. Designed, constructed and maintenance to be paid for by developer; and
   c. To exist in perpetuity.
3. That the two parties discuss revenue sharing/contribution by developer to City at some future point in time, like the 10-year or 15-year mark, once Mercedes-Benz is established and doing well.
4. All other conditions of approval of May 20, 2025, to remain the same.
5. Authorize the City Manager to execute the agreement subject to final review by the City Attorney, and:

6. Authorize the Finance Director to make the necessary budgetary and accounting entries.

29. **Encroachment Permit**. Any improvements or staging within the City Right-of-Way will require an Encroachment Permit and a Public Improvement Agreement with the City. Improvements in the right-of-way shall conform to the City Standard Details and the Dunes Specific Plan with Tentative Map Conditions (as amended).
30. **Traffic Control Plan.** If temporary closure of the public right-of-way is required for construction and/or staging, the permittee shall receive an encroachment permit from the Public Works Department, which includes a Traffic Control Plan to be approved by the City Engineer.
31. **Road, Sidewalk, and Landscape Condition.** All affected roads, sidewalks, and landscaped areas shall be restored to original or better condition following completion of work in the right(s)-of-way.

32. **Grading Permit.** Due to the scope of the project, a Grading Permit will be required. Provide the following for the Permit Plan Review submittal:

    a. Preliminary Title Report not more than 6 months old.

    b. Hydrology Report for the proposed on-site drainage system.

    c. Show all proposed spot elevations showing positive drainage away from all proposed structures and property lines. Hillsides shall be graded (e.g. drainage swales) to capture runoff before reaching the City right-of-way or adjacent properties.

    d. Show the sediment capture/pre-treatment features (for parking lots) and retention systems for capturing on-site runoff with pipe sizing and invert elevations. If driveways are sloped towards the City right-of-way, show a driveway catchment system preventing runoff from leaving the property.

33. **Lighting Plan**. A Photometric & Lighting Plan shall be submitted to the Public Works and Community Development Departments for review and approval prior to issuance of the ~~Grading~~ building permit. Special consideration shall be given to the project's close proximity to residential development and Highway 1. See Condition of Approval #25 for additional lighting details requested on the lighting plan.

34. **Off Site Improvements**. For any offsite improvements not within the City's right-of-way, the applicant shall obtain the necessary approvals from the Property Owner or Public Agency (e.g. Caltrans) prior to issuance of the Grading Permit.

35. **MCWD Approval.** The applicant shall coordinate with the adjacent Developer (Shea Homes) and the special water district (Marina Coast Water District) for approval of the project's proposed sewer and water improvements.

36. **Phase 3 Grading Plans.** Proposed site grading shall conform to the previously approved Dune's Phase 3 South opportunity site grading plans.

37. **Spot Elevations.** Upon submittal of grading/Site Plan additional Spot elevations will be necessary. These locations include all curb returns at parking islands, grade breaks at curbs, and defined flow lines in the paving. Exterior spot elevations may be necessary.

38. **Geotechnical Review.** A geotechnical soils investigation will be required to determine the infiltration rates and pavement sections as well as all standard structural requirements for a project of this size.

39. **Delivery Routes.** A Delivery Route shall be established in the plan set with turning templates for along City streets. This route shall follow existing collector and arterial roadways (e.g. 2nd Ave, Divarty St) and avoid residential roads (e.g. 3rd St).

40. **Landscaping Plans.** The preliminary landscape plans submitted on April 2, 2026 show trees are not planted over various existing Utility Easements along 1st Ave. Consult with the owner of the facility to determine if trees will be acceptable within the easements.

41. **Drainage.** On site drainage to be designed to infiltrate 100-year storm events through water quality treatment systems. The system shall comply with City Standards (MMC Chapter 8.46) and the National Pollution Discharge Elimination System (NPDES) with its requirements.

42. ~~**Green Curb**~~ **Parking Study.** ~~Due to proximity to adjacent Residential and Commercial developments, parking along 1st Avenue shall be restricted per Marina Municipal Code section 10.44 to 20-30 minutes min/hrs between the hours of 9am and 6pm on any day (*except for Sundays and Holidays*).~~ Within one (1) year of operation of the business, the applicant shall enter into a reimbursement agreement with the City so a third-party vendor can prepare a parking study to ascertain the true parking patterns at the business. The Public Works Director shall have the authority to modify the right of way parking based on said parking study.

43. **Fire Prevention**. The Marina Fire Department, under the authority of the Fire Chief or his/her designee, has reviewed the proposed project for compliance with applicable fire and life safety regulations. Approval of this project is contingent upon full compliance with the 2025 California Fire Code (CFC), and all locally adopted amendments as enforced by the City of Marina and Monterey County. The applicant is hereby notified that all fire protection systems, site improvements, and life safety features shall be installed, tested, and approved prior to the issuance of a Certificate of Occupancy. Failure to comply with these requirements may result in delays in project approval, withholding of the Certificate of Occupancy, or enforcement action as permitted by law. All fire protection

features and systems shall be designed, submitted, reviewed, installed, and tested to the satisfaction of the Fire Chief or his/her designee and in accordance with the 2025 California Fire Code, including but not limited to the following:

1. Fire Apparatus Access and Site Access
    a. The project shall provide and maintain fire apparatus access in accordance with CFC Chapter 5, including:

    b. Fire apparatus access roads shall have a minimum unobstructed width of 20 feet and vertical clearance of 13 feet 6 inches (or as locally amended), per CFC 503.2.1 and 503.2.1.1.

    c. Approved turnaround facilities shall be provided for dead-end access roads exceeding allowable lengths, per CFC 503.2.5.

    d. Fire lanes shall be maintained free of obstruction at all times and shall be marked with approved signage and striping, per CFC 503.3 and 503.4.

    e. Security gates shall be approved by the Fire Department and equipped with approved emergency access (e.g., Knox Box system), per CFC 503.6 and 506.1.

    f. Roadways shall provide adequate turning radius for fire apparatus, per CFC 503.2.4.

2. Water Supply and Fire Flow

An approved water supply for fire protection shall be provided in accordance with CFC Chapter 5 and Appendix B / MC as adopted by the City of Marina:

    a. Fire flow shall be determined based on building size, construction type, and fire protection systems, per CFC 507.3. or Appendix B

    b. Fire hydrants shall be located such that all portions of the building are within the required distance, per CFC 507.5.1 and Appendix C C102.1 (Number of Hydrants).

3. Fire Protection Systems (Sprinklers and Fire Department Connections)

Fire protection systems shall be installed as required and approved by the Fire Department:

    a. Automatic fire sprinkler systems shall be designed and installed in accordance with CFC 903.2 2025 Monterey County Fire Code Amendment (NFPA 13 standards).

b. Fire Department Connections (FDC) shall be located in an approved, accessible location, per CFC 912.2.

c. Underground fire service lines shall be reviewed and approved prior to installation.

d. Plans for all fire protection systems shall be submitted for review and approval prior to installation, per CFC 901.2, and systems shall be tested and accepted prior to occupancy, per CFC 901.4.

4. Hazardous Materials and Operations

The use, storage, and handling of hazardous materials shall comply with CFC Chapter 50 and applicable specialty chapters, including:

a. Flammable and combustible liquids, per CFC Chapter 57

b. Compressed gases, per CFC Chapter 53

c. Motor fuel storage and dispensing, per CFC Chapter 23

All systems shall be properly permitted, installed, and inspected prior to operation.

5. Emergency Responder Radio Coverage (ERCES)

Buildings shall provide adequate radio coverage for emergency responders in accordance with CFC 510:

a. All areas of the building shall maintain required radio signal strength, per CFC 510.4.1.1.

b. Where required, an Emergency Responder Communication Enhancement System (ERCES) shall be installed, including BDA systems and donor antennas, per CFC 510.4.

c. A radio coverage survey shall be conducted, and system design shall be approved prior to installation, per CFC 510.4.1.

d. Acceptance testing shall be completed by a qualified technician prior to issuance of the Certificate of Occupancy, per CFC 510.5.1.

6. Inspections, Testing, and Final Approval

a. All required fire and life safety systems shall be subject to inspection and approval by the Marina Fire Department.

b. Acceptance testing shall be completed for all applicable systems prior to occupancy.

c. No Certificate of Occupancy shall be issued until all fire department requirements have been satisfied and approved.

44. **Tree Removal.** The removal of forty four (44) trees, subject to Chapter 17.62 of the Marina Municipal Code and University Villages Specific Plan requirements, per 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 is authorized with the approval of this project. Of the forty-four trees requested to be removed, twenty-two (22) are in good to fair condition and require replacement at a 2:1 ratio based upon the combined diameter at breast height (DBH) of the healthy trees to be removed. If said replacement trees will not be planted at Opportunity Area 3.2 (Car Dealership Site) the applicant (Mercedes Benz) shall submit a written plan for planting replacement trees within another property within University Village Specific Plan Dunes Development with written consent from Marina Community Partners for approval by the Community Development Director.

45. **Replacement Planting.** Replacement trees shall be fifteen-gallon trees in locations with the greatest openings to minimize competition and maximum sunlight. (If fifteen-gallon sizes are unavailable, smaller sizes may be substituted.) The spacing between trees shall be at least eight (8) feet. Watering for establishment within the first two (2) months shall be at least once (1) per week, then every two (2) weeks during the late spring, summer, and fall for two (2) years.

46. **Trees #712/752.** That trees #712 and #752 shall be retained to the extent feasible per the draft site plan provided by the applicant in the revised arborist report. If said trees cannot be retained the applicant shall submit documentation for review by the Community Development Director for why removal is required.

47. **Native Species.** Prior to the issuance of building permits the applicant shall demonstrate that a majority of the plants are native species per input from the Tree Committee on May 15, 2025.

48. **Special Surveys.** Prior to the removal of trees, a qualified biologist shall survey the trees for presence of roosting bats consistent with Mitigation Measure BR-5. If special-status bat species are present, the following measures shall be implemented:

a. Tree removal shall not occur if maternity bat roosts are present (between April 15 and August 1) in the trees to be removed.
b. No tree removal may occur within 300 feet of the maternity roost until all young bats have fledged, as determined by a qualified biologist.
c. If special-status bats are present but there is not an active maternity roost, a

Memorandum of Understanding (MOU) with the California Department of Fish and Wildlife (CDFW) must be obtained in order to remove the animals prior to tree removal. Alternate habitat may need to be provided if bats are to be excluded from maternity roosts. A roost with comparable spatial and thermal characteristics must be constructed as directed by a qualified biologist. In the event that adult bats need to be handled and relocated, a qualified biologist shall prepare and implement a relocation plan subject to approval by CDFW that includes relocating all bats found on-site to an alternate suitable habitat. A Mitigation and Monitoring Plan that mitigates for loss of bat roosting habitat must be prepared by a qualified biologist and approved by CDFW prior to tree removal.

In addition to the bat surveys above, a qualified biologist shall conduct pre-construction nesting bird surveys within 250 feet of proposed construction activities no more than 30 days prior to construction, consistent with Mitigation Measure BR-4.1 of the University Village EIR. If active nests are found and the biologist determines that construction activities would adversely affect the nest or cause nest abandonment, those activities shall be avoided until the young have fledged, as determined by nest monitoring through the breeding season.

49. **Display of Tree Removal Permit.** Prior to and during the removal of any tree approved for removal, a copy of the tree removal permit shall be displayed on site. If no tree removal permit is displayed, the City will issue a stop work order and commence the City's administrative fine process.

50. **Site Restoration Plan.** The ground surface shall be restored in the vicinity of the tree removals. Restoration shall include but not be limited to the removal of tree stumps and filling of any holes left by the removal.

51. **New Trees.** Tree starts that are less than six inches in diameter and that grow larger than six inches in diameter prior to the grading of the site must be replaced at 2:1 ratio, subject to the approval of the Community Development Director.

52. **Permit Authorization and Signature.** The planning permits are not valid, and construction shall not commence until the below affidavit is signed and the approved Conditions are returned to the Community Development Department.

    a. I attest to the truth and correctness of all the facts, exhibits, maps, and attachments presented with and made a part of the application for the Mercedes Benz Project.
    b. I understand and agree to implement all conditions throughout the duration of the project.
    c. I acknowledge that any changes to the conditions of approval would require modification of the conditional use permit by the approval authority.

Permittee's Name:

Permittee's Signature: Date:

d. I am the owner of the property involved in this project, and I authorize the person named above to act on my behalf throughout the duration of the project.

Property Owner's Name:

Property Owner's Signature: Date:

53. Prior to occupying the building, Shea Homes shall demonstrate compliance with City standards for curb, gutter, paving and striping. The applicant (Unstoppable Group) is responsible for improvements behind the curb. These improvements shall include but are not to limited to be off street bicycle facilities (Class 1 Pathway) as shown on the Dunes Phase 3 Off Site Improvement Plans approved by the City on February 20, 2025 in conformance with the Dunes Specific Plan and plan check comments sent to the applicant (Unstoppable Group) on March 26, 2026.

54. Additional events may occur on the property pursuant to the City's Special Event Permit Ordinance per approvals from the City Manager or his/her designee.

55. To mitigation the project noise impacts the following conditions of approval are recommended for this project:

a. Vehicle deliveries (car carriers, parts trucks) restricted to between 7 a.m. and 10 p.m., Monday through Saturday; no Sunday or holiday deliveries.
b. All service bay doors shall be closed during operations producing noise audible at the northern property line, including air-tool use, impact wrench use, and engine running.
c. Outdoor PA systems and paging prohibited; all internal communications via silent paging only.
d. Backup alarms on all dealership-owned and -leased vehicles operating on-site shall use broadband (white-noise) technology rather than tonal beepers, consistent with OSHA-recognized alternatives.
e. Outdoor detailing operations (pressure washing, blowing, vacuuming), if any, limited to between 8 a.m. and 6 p.m.
f. No exterior alarm horns, sirens, or audible signaling devices except for code-required fire alarms.
g. All rooftop HVAC equipment shall be acoustically screened and rated such that noise at the nearest residential property line does not exceed the applicable Marina General Plan Table 4.2 standard for the time of day.

56. Acoustical Analysis-Prior to issuance of building permits, the applicant shall submit a project-specific acoustical analysis prepared by a qualified acoustical engineer demonstrating compliance with the City's Noise Ordinance and General Plan Table 4.2. The analysis shall evaluate operational noise associated with tunnel equipment, blower dryers, vacuum stations, vehicle circulation, and any proposed outdoor mechanical equipment.

a. Noise Attenuation Measures

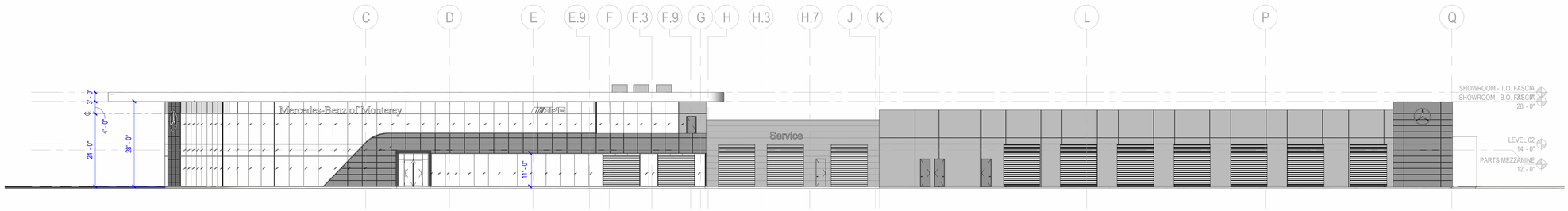
The project applicant shall implement all noise attenuation measures identified in the approved acoustical analysis, which may include, but are not limited to:

1. installation of acoustical barriers or masonry walls;
2. enclosure of blower and mechanical equipment;
3. use of low-noise vacuum and dryer equipment;
4. acoustical insulation and sound-absorbing materials;
5. increased setbacks from sensitive receptors, such as residential; and
6. orientation of noise-generating equipment away from residential uses.

b. Vacuum Station Restrictions- Outdoor vacuum stations, if any, shall be located as far as feasible from adjacent residential properties and shall incorporate noise-reducing equipment and acoustical shielding. Vacuum station operations shall be limited to 10 a.m. to 6pm.

c. Operational Noise Limits- Project operations shall comply with the City's adopted noise standards at all property lines of the Project. If noise complaints are substantiated by the City following project occupancy, the applicant/operator shall implement additional corrective measures identified by a qualified acoustical consultant to achieve compliance.

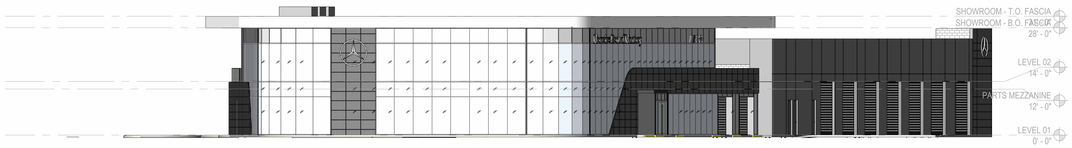
d. *Post-Construction Verification*- Prior to final occupancy, the applicant shall provide verification from a qualified acoustical consultant confirming that all required noise mitigation measures have been installed and that operational noise levels comply with applicable City standards



01 OVERALL EXTERIOR ELEVATION - SOUTH

SCALE: 1/16" = 1'-0"

REF: /



02 OVERALL EXTERIOR ELEVATION - WEST

SCALE: 1/16" = 1'-0"

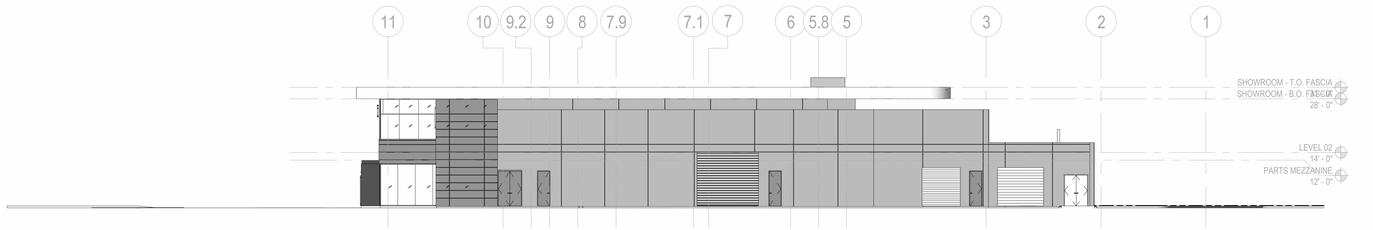
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03 OVERALL EXTERIOR ELEVATION - NORTH

SCALE: 1/16" = 1'-0"

REF: 01 / A1.11A



04 OVERALL ELEVATION 05 - EAST

SCALE: 1/16" = 1'-0"

REF: /

SHEET NOTES

GENERAL NOTES

MERCEDES-BENZ OF MONTEREY

xxxx
Marina, California

Gensler

5005 Greenville Avenue
Dallas, TX 75206
United States

Tel 214.273.1500
Fax 214.273.1505

△	Date	Description

Seal / Signature

PRELIMINARY

THESE DOCUMENTS ARE INCOMPLETE AND NOT FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION PURPOSES

ERIC A. JAMES
CALIFORNIA REGISTERED ARCHITECT: LICENSE # C-24187

02/09/2024

Project Name
MERCEDES-BENZ OF MONTEREY

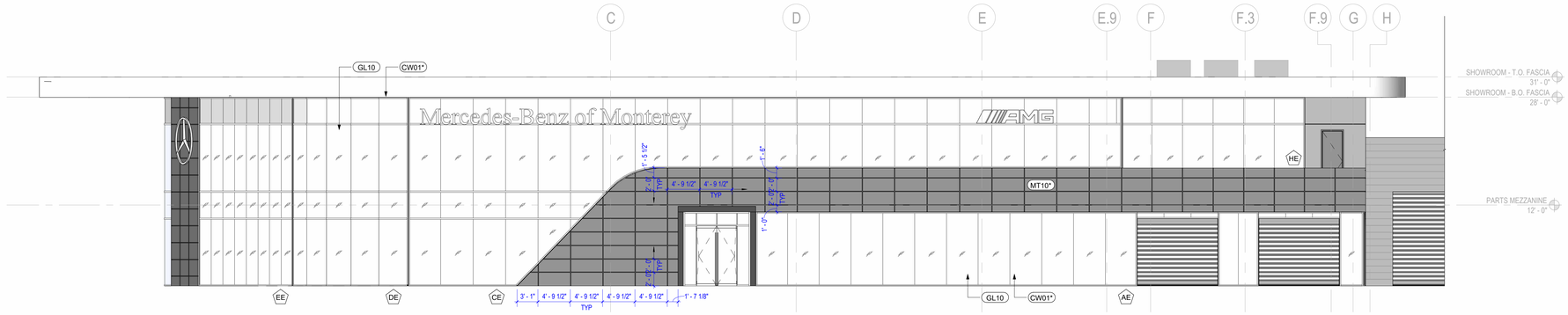
Project Number
27.8360.000

Description
OVERALL BUILDING ELEVATIONS

Scale
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A2.00

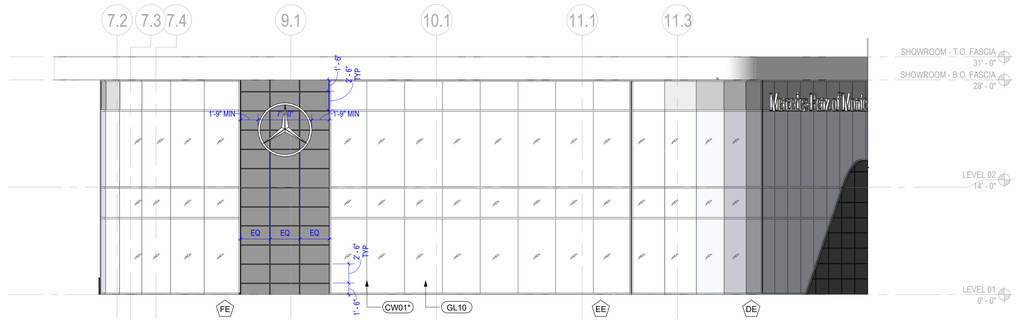
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01 EXTERIOR ELEVATION - AREA A SOUTH

SCALE: 1/8" = 1'-0"

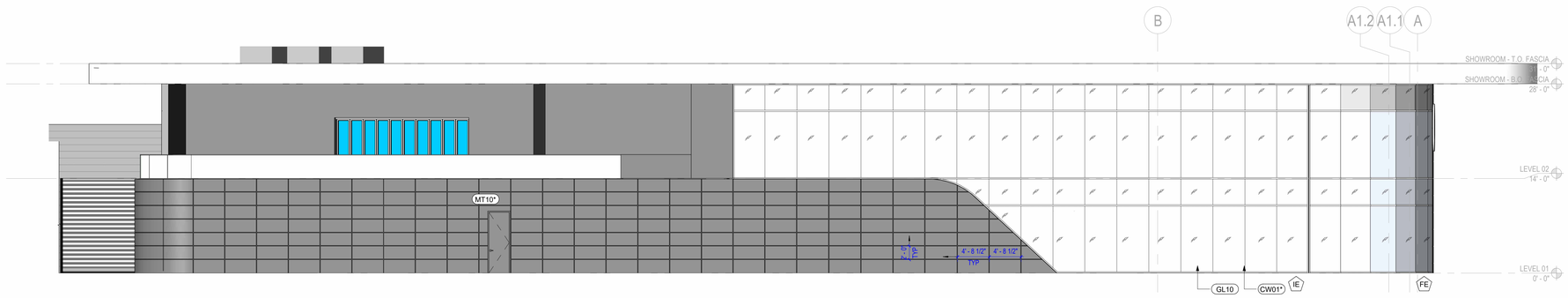
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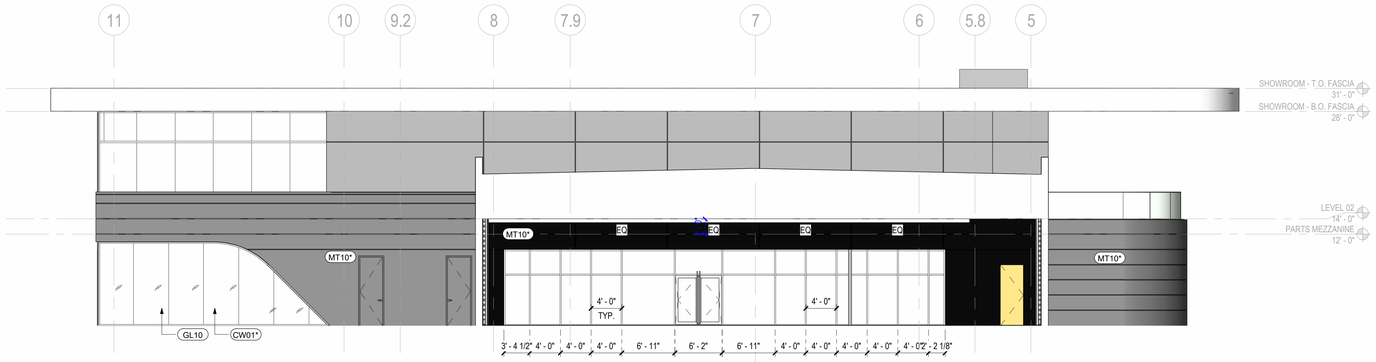
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03 EXTERIOR ELEVATION - AREA A NORTH

SCALE: 1/8" = 1'-0"

REF: 01 / A1.11A



04 EXTERIOR ELEVATION - AREA A EAST

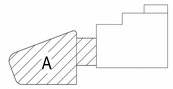
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REF: 01 / A1.11A

SHEET NOTES

GENERAL NOTES

KEY PLAN



MERCEDES-BENZ OF MONTEREY

xxxx
Marina, California

Gensler

5005 Greenville Avenue
Dallas, TX 75206
United States

Tel 214.273.1500
Fax 214.273.1505

△	Date	Description

Seal / Signature

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ERIC A. JAMES
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02/09/2024

Project Name
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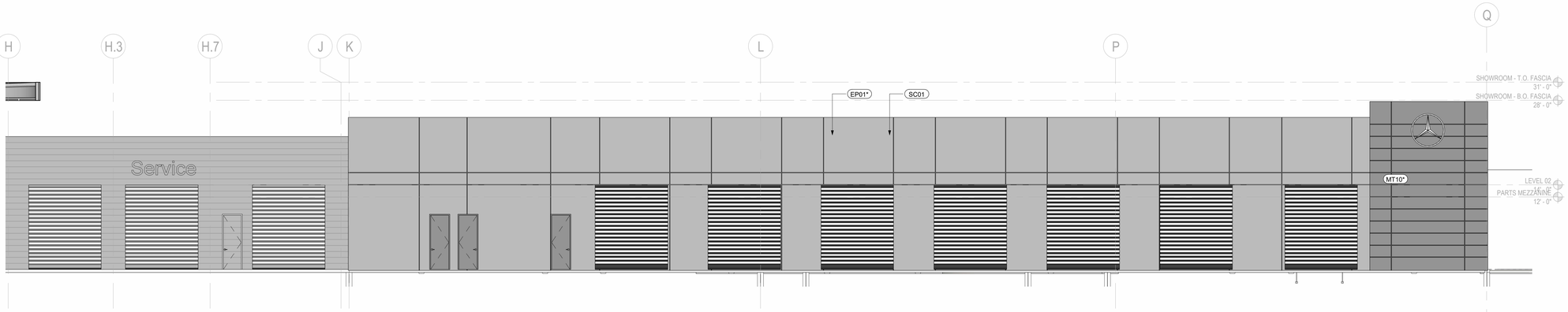
Project Number
27.8360.000

Description
BUILDING ELEVATIONS - AREA A

Scale
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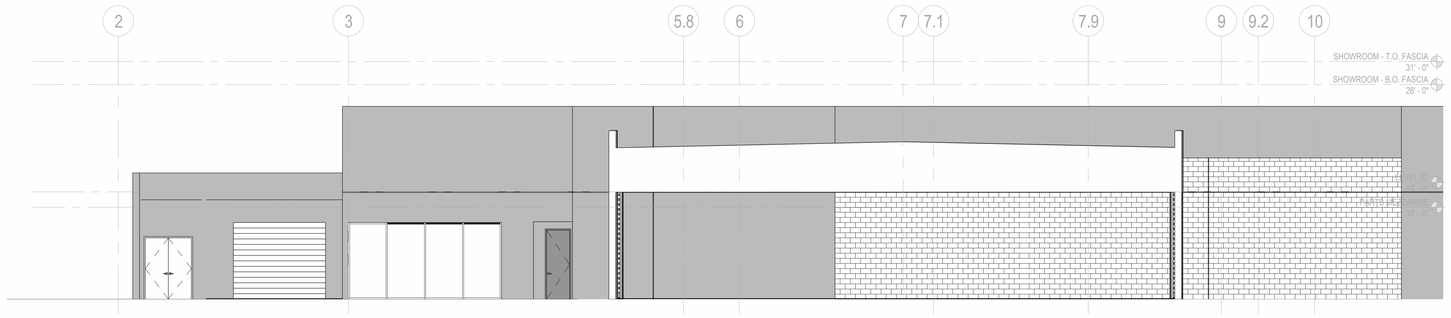
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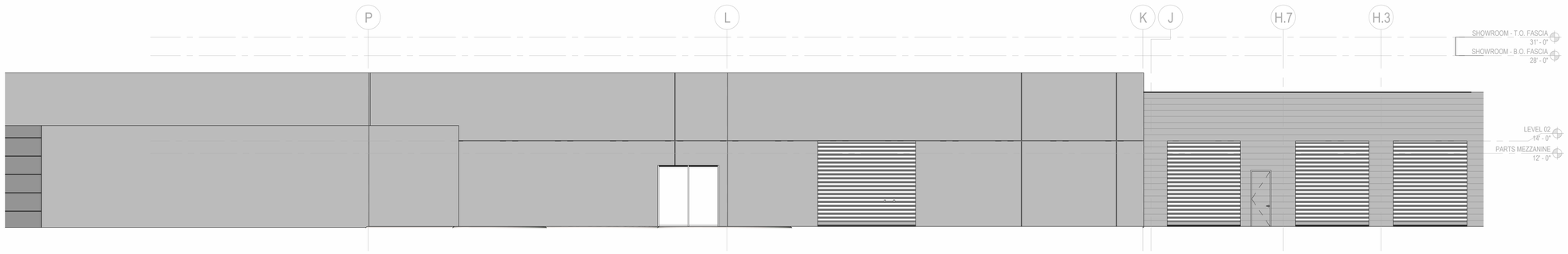
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SCALE: 1/8" = 1'-0"

REF: 01 / A1.11A



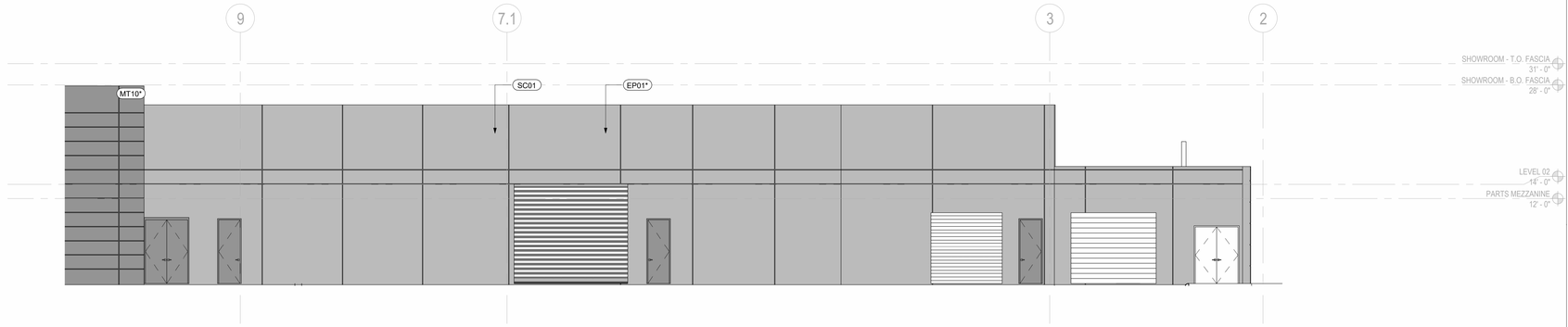
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SCALE: 1/8" = 1'-0"

REF: 01 / A1.11A



03 EXTERIOR ELEVATION - AREA B NORTH
SCALE: 1/8" = 1'-0"

REF: 01 / A1.11B



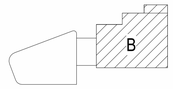
04 EXTERIOR ELEVATION - AREA B EAST
SCALE: 1/8" = 1'-0"

REF: /

SHEET NOTES

GENERAL NOTES

KEY PLAN



MERCEDES-BENZ OF MONTEREY

xxxx
Marina, California

Gensler

5005 Greenville Avenue
Dallas, TX 75206
United States

Tel 214.273.1500
Fax 214.273.1505

△	Date	Description

Seal / Signature

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ERIC A. JAMES
CALIFORNIA REGISTERED ARCHITECT: LICENSE # C-24187

02/09/2024

Project Name
MERCEDES-BENZ OF MONTEREY

Project Number
27.8360.000

Description
BUILDING ELEVATIONS - AREA B

Scale
1/8" = 1'-0"

A2.02

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UNSTOPPABLE AUTOMOTIVE GROUP

Submitted via Email and On-line Portal

February 27, 2026

Guido Persicone
Community Development Director
City of Marina

RE: Submittal of Site Plan and Design Review Application
Mercedes-Benz of Monterey Dealership

Applicant/Owner: Unstoppable Automotive MBMCA, LLC, a California limited liability company dba Mercedes-Benz of Monterey

Architect: Gensler

Assessor Parcel Number: APN for parcel OP-3.2 is 031-221-025

Dear Mr. Persicone,

Attached to this letter is the submittal of a Site Plan and Design Review Application (SADRA) for development of the Mercedes-Benz dealership in the City of Marina. This application has been prepared by a team of architects, engineers, arborists and other consultants and is intended to be as responsive and complete relating to the City's requirements. Included in this submittal are 16 exhibits, including site plans, landscape plans, tree removal plans and other information necessary to support the application. This application does contain the arborist report and necessary findings for issuance of the tree removal permit as well.

It is our understanding that this application is subject to review and approval by the Planning Commission, with review and final approval by the City Council, per their previous request last year. We appreciate the timely review by staff and opportunity to clarify and provide additional information as necessary to present the application for approval to the Planning Commission and City Council in an expeditious manner. Separate and apart

from this application, will be a submittal for the proposed south City monument or gateway sign, as the City Council had requested previously.

Thank you for the opportunity to present this application, and our team and I look forward to meeting with the City's review team.

Unstoppable Automotive MBMCA, LLC.

By: 

Name: Garth Blumenthal
Title: Owner

SITE PLAN AND DESIGN REVIEW APPLICATION (SADRA)

Project Summary

The project consists of site development for a new ground-up construction of a Mercedes-Benz of Monterey dealership (Project). The Project will include a sales showroom for vehicles and Sprinter vans, Service Shop with attached car wash, and a standalone detail building for the Sprinter Vans.

The Commercial Development Standards Worksheet (**Exhibit 1**), Project Description form (**Exhibit 2**), Environmental Setting form (**Exhibit 3**) are all attached for reference.

Project Team

Developer/Owner – Garth Blumenthal, Garth@unstoppablegroup.com, Ken Roycroft, Ken@unstoppablegroup.com, 949-521-0000

Building and Lead Architect – Gensler, Deeg Synder, Deeg_Synder@gensler.com , Abbey Teeters, Abbey_Teeters@gensler.com, 214-273-1543

Civil Engineer – Whitson Engineering, Andy Whitson, ahunter@whitsonengineers.com , Carrie Wright, cwright@whitsonengineers.com 831-649-5225

Landscape Architect – VTA, Byron Williams, byron@vandertoolen.com 707-224-2299

Arborist – DDA, Patric Krabacher, pkrabacker@ddaplanning.com 831-373-4341x29

Entitlements/Planning – Doug Yount, dougyount1@gmail.com, 831-277-3918

Site Plan

To illustrate the site design of the Project, please refer to the Preliminary Site Plan (**Exhibit 4**), Preliminary Drainage and Grading Plan (**Exhibit 5**), Preliminary Utility Plan (**Exhibit 6**).

Traffic/Circulation

Auto-turn analysis has been performed for a fire apparatus truck and a vehicle hauler, illustrating compatible turning radii throughout the Project site. Exhibits illustrating this access/turning have been included in the submission: Fire Vehicle Turning (**Exhibit 7**), Auto Carrier Turning (**Exhibit 8**). Project site design has been carefully planned so that no auto

carrier truck traffic will conflict with the Dunes neighborhoods to the north east, allowing trucks to enter and exit into the Project site for loading and unloading.

Off-site traffic to and from the site is assumed to follow patterns and volumes as anticipated within the traffic analyses of the certified EIR for the Specific Plan, as originally performed, and through subsequent addendums, as appropriate. Commute traffic to the Project for dealership workforce could be further mitigated by the forthcoming large MST transit center just to the north on First Avenue. As the Dunes master plan project is developing within the parameters of the Specific Plan, including the Project site, and that surrounding developments, including Campus Town, Sea Haven, etc, are developing within intensities and densities well within the Base Reuse Plan EIR and Specific Plan EIR cumulative analyses, no additional traffic analysis is anticipated to be needed or required.

Additionally, First Avenue has been recently redesigned and improved to the standards of the City of Marina for commercial and office development uses, particularly within the Specific Plan area surrounding the Project site. Ideally, First Avenue to the south of the Project site would remain two-way from Divarty to LIghtfighter, but this improvement is within the City of Seaside, and outside control of the Project developer, and possibly the City of Marina.

Landscaping

There is significant landscaping planned for the Project as illustrated on **Exhibit 9** Preliminary Landscape Plan. Careful attention has been given to the planting palette to maximize the success of the plant and tree species in the marine climate of Marina. The preliminary concepts proposed for this Project include a variety of landscape features throughout, including 5 varieties of trees, 15 +/- species of shrubs and ground cover, all providing rich diversity, seasonal color and textural interest to the landscape design. These landscaping features also front the facility along First Avenue, enhancing visual intrigue for public view, and are consistent with the modern, open format architectural design of the primary building.

Noise compliance

All noise compliance requirements will be met in accordance with the standards of the Specific Plan and City of Marina's Municipal Code. There will be no outdoor speaker use on the site. Service of vehicles will be conducted in enclosed service bays, with access doors closed. Washing of vehicles will be on the north side of the Project site, facing future commercial uses, and away from the residential uses to the east. Site design allows for

the loading and unloading of vehicles on the Project site, not in the street, nor in adjacent streets (ie 3rd Street).

Lighting and Dark Sky Compliance

All dark sky's regulations of the Specific Plan will be met. The lighting design is a compliment to the significant architectural quality of the Project, but also provides functionality of the property for both indoor and outdoor automotive sales. High efficiency fixtures and sophisticated optics are proposed which direct light where needed, without excessive glare. Dark sky principles are adhered to throughout the site, with uplighting of buildings and trees discouraged, and shielding of high intensity lighting fixtures. Particular attention is provided in lighting to minimize the effect of light dispersion to adjacent residential neighborhoods to the northeast. The lighting fixtures adhere to a consistent design theme throughout that compliments the high quality architecture of the buildings. The specific lighting plan, photometrics, and fixture design to meet these requirements will be included in the building permit application.

Parking

Provided in **Exhibit 4,** Project Site Plan, is a parking analysis with all the relevant parking allocations identified. The table from this exhibit is replicated below:

PARKING SUMMARY	PROVIDED	REQUIRED
STANDARD STALLS (9 X 19')*	357	227
ADA STALLS (9' X 19')	9	9
TOTAL	366	236
INVENTORY STALLS (8.5'X17')*	163	TBD BY OWNER
SERVICE STALLS	100	88
PUBLIC	100	100
EV STALL	8	8
EV CAPABLE STALL	40	40

*2.5' MAX LANDSCAPE OVERHANG WHERE APPLICABLE

As illustrated, the Project site exceeds the parking requirements as provided for in the Specific Plan and building code. All customer, service, delivery, and employee parking is conducted on-site. It is anticipated that some customers may park on First Avenue adjacent to the dealership, as is customary in any automobile dealership use. The site plan, however, allows for all anticipated customer parking on-site.

Building Design Elevations

Provided in **Exhibit 10** are the Building Elevations for the Project. This exhibit includes four-sided elevations. Additionally, a video simulation flyby is provided in the following link:

https://vimeo.com/1168245102/6053e8e725?share=copy&fl=cl&fe=ci

As seen in the video and on the site plan, a significant amount of screening from Highway 1 will still exist on the site from the existing Cal Trans tree line adjacent to the Project. Additionally, the landscape plan provides significant additional trees throughout the Project.

Sign concepts

Preliminary building signage has been identified on the building elevations, provided in **Exhibit 10**, Building Elevations. The specific site signage design will be addressed in a separate submission to the City, coordinating with the City's signage requirements of the Specific Plan Master Sign Program, as amended.

General and Specific Plan Compatibility/Consistency

The Project is fully compliant and consistent with the University Villages Specific Plan (Specific Plan) and the City of Marina's General Plan (General Plan), as it relates to land use and zoning designation, design principles relating to commercial landscaping, site design, architecture, and lighting.

Zoning/Land Use Compatibility

The Project, as an automobile sales and service facility is compatible with both the General Plan and Specific Plan use designations. Provided in **Exhibit 11** is a letter from the City Manager, dated December 1, 2023, confirming the determination of specific zoning compatibility with the Specific Plan use categories.

On a broader sense, this Project meets many of the overall goals and objectives of the General Plan (GP), under Section 1.18, as follows:

- GP Goal D, creating significant jobs to help create a favorable jobs/housing balance to create opportunities to both work and live in Marina;
- GP Goal I, by creating a diversified and sound economic base through creation of significant sales tax revenue to assist Marina in funding high -quality public services to residents and businesses;
- GP Goal O, creating an attractive and distinctive commercial district contributing to the overall vitality, image and identity of Marina.

Additionally, the Project as proposed conforms with goals from the Base Reuse Plan (BRP)for the former Fort Ord (as has been incorporated into the City's General Plan and Specific Plan), examples as follows:

- BRP Community Design Vision, Chapter 3, General Development Character and Design Objectives, Objective 4, protecting the visual quality for the State Highway 1 scenic corridor through: 1) maintaining the minimum 100 ft development setback; 2) maintaining the maximum building height for the corridor aiding in the massing and orientation of the building; 3) maintaining the natural view from Highway 1 to the Project through preservation of the trees within the Caltrans right of way adjacent to the Project.
- BRP Community Design Vision, Chapter 3, General Development Character and Design Objectives, Objective 8, create uses which encourage the use and compliment the Fort Ord Transportation Center at First Avenue: the Project will create significant jobs within walking distance of the new MST transit facility on First Avenue within the overall Dunes master plan area.

Compatibility with Primary Specific Plan Design Principles

The Project meets the intent of the primary Specific Plan design principles as noted below:

Commercial Landscaping (Page 82)	The preliminary concepts proposed for this Project include a variety of landscape features throughout, including 5 varieties of trees, 15 +/- species of shrubs and ground cover, all providing rich diversity, seasonal color and textural interest to the landscape design. These landscaping features also front the facility along First Avenue, enhancing visual intrigue for public view, and are consistent with the modern, open format architectural design of the primary building. Planting materials are highly adapted and compatible with the marine environment in Marina.
Site Design (Page 65)	The Site Plan for the Project is compatible with the Business Park design principles for the Specific Plan, namely, providing a positive visual identity from the surrounding

	properties, building entrances are clearly articulated with distinct architectural elements, with signage that create strong simple orientation for employees, visitors, and deliveries. Landscape is positioned to screen loading and utilitarian portions of the site on the north and northwest end of the Project. Pedestrian paths fronting First Avenue and near the primary sales building are lined with trees to provide a comfortable walking environment.
Architecture (Page 65-66)	The architecture of the buildings for the Project is both aesthetically pleasing and functionally efficient. The design quality of the sales and showroom facility is of significant aesthetic character, reflecting the quality stature of the automotive brand in the market, and likely will be a signature building for Marina. The design is a composition of distinct but related forms, without flat unarticulated wall planes, unique roof and glass panel construction. Rooftop mechanical equipment is screened from ground level view. Materials are of superior quality, including ample use of glass throughout.
Lighting Plan (Page 72)	The lighting design is a compliment to the significant architectural quality of the Project, but also provides functionality of the property for both indoor and outdoor automotive sales. High efficiency fixtures and sophisticated optics are proposed which direct light where needed, without excessive glare. Dark sky principles are adhered to throughout the site, with uplighting of buildings and trees discouraged, and shielding of high intensity lighting fixtures. Particular attention is provided in lighting to minimize the effect of light dispersion to adjacent residential neighborhoods to the north east. The lighting fixtures adhere to a consistent design theme throughout that compliments the high quality architecture of the buildings.

Tree Preservation and Removal/Replacement Plan

Summary

Development of the Project site will entail the removal of **41 Monterey cypress (*Hesperocyparis macrocarpa)*** trees under the approval of a tree removal permit specifically for this Project development. This removal will be mitigated by the replacement of these trees at the required mitigation of replacing every healthy (good or fair) tree at a 2:1 ratio per the UVSP, plus additional trees at the Project Applicant's discretion, for a total of 44 replacement trees (3 trees surveyed are dead, and 16 are in poor condition, leaving 22

trees eligible for replacement mitigation). A total of 67 trees will be planted on the Project site overall.

Tree Survey/Arborist Report

The Project site was surveyed by a professional arborist/environmental scientist, Patric Krabacher, of Denise Duffey & Associates, Inc. The tree survey (Survey) is provided in **Exhibit 12**, along with the findings and detail, constituting the arborists report per the requirements of the UVSP and MMC. The Survey identified a total of **42 Monterey cypress** trees, wherein, **52%** are in **healthy (good or fair)** condition or better and eligible under the criteria for tree replacement. As a result of the proposed project, **41** Monterey cypress trees would require removal for the construction of the project pursuant to existing plans. Three (3) trees proposed for removal are dead; therefore**, a tree removal permit is required for the remaining 38 live trees**. Tree removal must incorporate the mitigation measures and regulatory requirements of the FEIR, the MMRP, and the UVSP Tree Standards.

Efforts were made to retain two (2) additional Monterey cypress trees (Tree Nos. 712 and 752) through design modifications; however, these efforts were determined to be infeasible. Meetings with the project's Civil Engineer (Whitson Engineers) explored options to preserve Tree Nos. 712 and 752, but it was ultimately concluded that preservation would require the construction of extensive retaining walls. The retaining walls would significantly impact > 30% of the CRZ of these trees and the ultimate survival of the two (2) trees cannot be guaranteed.

Tree Committee and Planning Commission Direction

The Tree Committee initially met on April 30, 2025, for consideration of the tree removal application for Phase 3 commercial development areas of the Dunes, which incorporated the Project site (as to site delivery only, not development nor tree removal). The tree committee met for a tour of the site and affected trees specifically for the Project site as well. Subsequently, the Tree Committee reviewed the application at their meeting on May 15, 2025. In addition to the standard findings for tree removal permit application approval, the following specific recommendations were made by the Tree Committee regarding a future application for development of the Project Site (beyond the site delivery tree removal permit approved):

5. That trees #712 and #752 shall be retained to the extent feasible, per the draft site plan provided by the applicant in the revised arborist report. If said trees cannot be retained the applicant shall submit documentation for review by the Community Development Director for why removal is required.

Removal is required because the construction of retaining walls to preserve these two trees would impact >30% of the critical root zone of both trees, these impacts were discussed over multiple design changes/meetings, and it was determined that a more natural slope and planting is recommended. Additional information can be provided here from the engineering and site design analysis that concluded that it was infeasible to retain these two trees.

6. Staff to work with the applicant on the recommendation to the Planning Commission regarding incorporating more California native species on the site. (taken from the recommendation slide for the Tree Committee)

*The Planning Commission, on June 12, 2025, approved resolution 2025-08 for the Dunes Phase 3 tree removal permit (but specifically not approving tree removal for the Project site), and in doing so, incorporated the above recommendations (See **Exhibit 13** attached for a copy of the resolution). Attached to the resolution are standard conditions of approval for tree removal per the UVSP and MMC which will also be required for the application for this Project site development, specifically conditions: 1. Arborist Report, 2. Special Surveys, 3. Display of Tree Removal Permit, 4. Replacement Trees, 5 Replacement planting, 6. Site Restoration Plan, 7. New Trees. The Applicant intends to meet those conditions in the development of the site.*

*The Applicant engineers and architects have reviewed this request from the Tree Committee/Planning Commission and have preliminarily concluded that **Tree No. 732** could be saved by modifying the Site Plan parking on the west side. This conclusion is based on a preliminary determination of grading, slopes, and retaining walls, but final determination will come during the preparation of improvement plans specific for the civil improvements on the site, including final grading and preparation of the site paving and landscaping improvements.*

<u>Required Findings for Issuance of a Tree Removal Permit</u>
Per MMC 17.62.060 C, the following is the response to the required findings for a tree removal permit (response to findings in italics):

1. The tree is in poor condition and is in danger of falling within proximity to existing structures, high pedestrian traffic areas such as parking lots, playgrounds and pedestrian walkways, or interference with utility services that cannot be controlled

or remedies through reasonable preservation and/ or preventive procedures and practices: or

2. The tree is host to a plant, or insect, or other parasitic organism which endangers other adjacent healthy trees; or

*A certified arborist assessed the **41** trees proposed for removal and did not find any invasive insects nor parasitic organisms which endanger other adjacent healthy trees.*

3. The location of more than three (3) trees conflict with the construction of street or sidewalk improvements, storm drain, traffic signals or signs;

Infrastructure and development of the Project Site conflicts with the health of trees on the site. The location of multiple trees proposed for removal would interfere with these improvements, as documented on the Site Plan and in the Arborists Report. As a result of the proposed project, 41 Monterey cypress trees would require removal for the construction of the project pursuant to existing plans. The removal of the 41 trees would impact on the existing windbreak; however, a majority of the windbreak would be retained within the California Department of Transportation right-of-way adjacent to the western project boundary. Therefore, the removal of these trees is not anticipated to completely remove the windbreak. A tree removal permit from the City is required for all living trees. Three (3) trees proposed for removal are dead; therefore, a tree removal permit is required for the remaining 38 live trees. Tree removal must incorporate the mitigation measures and regulatory requirements of the FEIR, the MMRP, and the UVSP Tree Standards.

4. The number of trees on the site is in excess of the number of health trees the site is able to support, based on such consideration as tree species, growth characteristics, general health of the stand, tree age, solar orientation and soil condition; or

A certified arborist assessed the health of individual trees within the project area and this does not apply.

5. The applicant outlines other clearly documented and compelling reasons for the removal or relocation of a tree which do not include the elimination of falling leaves or shade, or improving a view; and

Trees within contiguous forest are not recommended for transplanting due to the intertwining of roots with adjacent trees and lack of reaction wood. These trees are not typically capable of supporting themselves without the structural support of the surrounding forest. Mass damping is a natural mechanism where branches and foliage sway to absorb and dissipate wind energy, allowing trees to minimize structural loads on the trunk and roots and increase mechanical stability during storms. Mass damping is vital to the structural stability of trees and forests and when you have a contiguous forest like the one on the western portion of the project all these trees work together against the natural elements.

6. The tree does not serve as a windbreak system, or assist in drainage or in the avoidance of soil erosion, or serve as a component of wildlife habitat, or otherwise play a prominent role in maintaining the existing urban forest; and

The removal of the 41 trees would impact on the existing windbreak; however, a majority of the windbreak would be retained within the California Department of Transportation right-of-way adjacent to the western project boundary. Therefore, the removal of these trees is not anticipated to completely remove the windbreak.

7. Due to the tree's aesthetic contribution to the area, the removal would not have a substantial detrimental effect on neighboring property values; and

The determination of a trees value to property is difficult to assess; however, removal of these trees would not interrupt adjacent property's views of the substantial tree line on the Cal Trans property to the west of the Project site, as those trees remain. Trees to be removed on the western boundary abut the trees on the Cal Trans property to the west, and thus, that tree line would remain as an aesthetic buffer from adjacent properties to the Project site with views to the highway.

8. If the removal is concurrent with development plans for the property and the development plans indicate it is necessary to remove or relocate the tree to enable reasonable and conforming use of the property, which is otherwise prevented by the location of the tree.

*This applies to all 41 trees proposed for removal. Please reference **Exhibit 14** Tree Removal Plan, and the Site Plan, **Exhibit 4**.*

Project Site Tree Removal Plan

Provided in **Exhibit 14** is the tree removal plan prepared for the applicant by DD&A which illustrates the **41 trees** to be removed.

Tree Replanting/Replacement Plan

Provided in **Exhibit 9** is the Project preliminary tree planting plan (part of the Landscape Plan exhibit) prepared by VTA illustrating the variety of trees to be planted as part of the landscaping for the Project. As noted previously, the Applicant intends to plant approximately 44 total trees on the Project Site, replacing the **22 healthy** trees required **pursuant to MMC** at a ratio of 2:1 mitigation (**44 required plantings**) plus an **estimated** additional **23 trees**, for a total of **approximately 67 onsite replacement plantings,** pending preparation of Final Landscape Improvement Plans.

Exhibits

1. Project Description
2. Commercial Development Standards Worksheet
3. Environmental Information
4. Preliminary Site Plan
5. Preliminary Grading and Drainage plan
6. Preliminary Utility Plan
7. Fire Vehicle Turning
8. Auto Carrier Turning
9. Preliminary Landscaping Plan (and Tree Replacement Plan)
10. Building Elevations
11. Letter from the City Manager, dated December 1, 2003, Confirming the Determination of Specific Zoning Compatibility
12. Arborist Report and Tree Assessment Survey
13. June 12, 2025, Resolution 2025-08 of the Planning Commission
14. Tree Removal Plan

EXHIBIT 1

PROJECT DESCRIPTION FORM

Name of Project Applicant: Gensler, Abbey Teeters

Mailing Address: 5005 Greenville Ave., Dallas, Texas 75206

Phone: 214-273-1543 Email: abbey_teeters@gensler.com

Name of the project: Mercedes-Benz of Monterey

Project location (address and/or Assessor's Parcel Number(s): APN: 031-221-051-000 (PARCELS OP-3.2 AND OP-3.3)

Size of project site (acreage): 6.168 Acres

Existing General Plan Land Use Designation:

Existing Zoning Designation: SP-UV (SPECIFIC PLAN-UNIVERSITY VILLAGE), OP 3: OFFICE/RESEARCH

Describe the existing land use(s) of the site:

Describe the existing land use of properties surrounding the site:

Describe the proposed land use(s)/Project:

New ground-up construction of a Mercedes-Benz of Monterey, automotive dealership and service shop. The project will include a sales showroom for vehicles and Sprinter vans, Service Shop with attached car wash and a standalone detail building for the Sprinter Vans.

For residential uses, indicate the number, type, and size of the units, and the estimated range of the sale and rental prices:

For commercial uses, indicate the type (neighborhood, city, or regional orientation), the total square footage, the estimated number of employees, and the hours of operation:

BUILDING SQUARE FOOTAGE: 56,280 SF

ESTIMATED NUMBER OF EMPLOYEES: 80

HOURS OF OPERATION:

Sales Hours M-F 8:30am - 7:00pm, Sat. 8:30am-6:00pm, Sun 10:00am-6:00pm

Service Hours: M-F 8:00am - 5:30pm, Sat. 8:00am-2:00pm, Sun Closed

For industrial uses, indicate the type, the total square footage, the estimated number of employees, and the hours of operation:

For other uses, indicate the major function, the total square footage, the estimated number of employees, and the hours of operation:

List and describe any other permits or public approvals required for this project, including those required by city, regional, state, and federal agencies:

Are there water, sewer, gas, electric, and telecommunication facilities available to the project site?

(x) Yes ( ) No If no, are connections to these facilities proposed?

Please describe any odor, noise, smoke, or dust which will result from the proposed development or use:

n/a

Will there be any potentially hazardous materials, toxic substances, or flammable materials used, stored, manufactured, or disposed of at the project site? (X) yes ( ) no If yes, please explain:

There are limited hazardous and/or flammable materials stored in the service shop. A complete list of hazardous materials will be provided with the building permit application.

Please describe the proposed scheduling and phasing of the project's construction:

The project construction schedule hasn't been established at this time. The project isn't planned to be phased.

If the project involves demolition or removal through alteration of an existing dwelling unit or units; indicate if unit(s) have been rented in the past five (5) years and if they are occupied if the tenants are considered lower income households as defined by CA Health & Safety Code Section 50079.5:

N/A

Please provide any additional relevant information that can assist in the processing of this application:

EXHIBIT 2

COMMERCIAL DEVELOPMENT STANDARDS WORKSHEET

Project Address: _____ Date: _____

Applicant's Name: Gensler, Abbey Teeters

Zoning District: SP-UV (SPECIFIC PLAN-UNIVERSITY VILLAGE), OP 3: OFFICE/RESEARCH

Please fill in the following numerical information for your permit application:

		Existing	Proposed	Permitted / Required
Units, & Parking Spaces				
Number of Commercial Units	(#)	N/A	2	
Number of Dwelling Units Mixed-use projects only	(#)	N/A		
Number of Parking Spaces	(#)	N/A	366 spaces	236 spaces
Yards and Height				
Front Yard Setback	(Feet)	N/A	95.0'	20'
Side Yard Setbacks: (facing property)	Left: (Feet)	N/A	150.3'	20'
	Right: (Feet)	N/A	47.0'	5'
Rear Yard Setback	(Feet)	N/A	110.4'	100'
Building Height	(# Stories)	N/A		
Maximum Height	(Feet)	N/A		
Areas				
Lot Area	(Square-Feet)		6.168 acres	
Gross Floor Area Total Area Covered by All Floors	(Square-Feet)			
Building Footprint Total of All Structures	(Square-Feet)		56,280 SF	78,000 SF
Floor Area Ratio				

EXHIBIT 3

ENVIRONMENTAL INFORMATION

ENVIRONMENTAL SETTING

Please provide the following information on a separate piece of paper:

- Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, cultural and historic resources, and any scenic aspects of the sites. Describe any existing structures on the site and the uses of those structures. Please see SADRA Submittal
- Describe the surrounding properties, including information on topography, soil stability, plants and animals, cultural and historic resources, and any scenic aspects of the area. Indicate the type and intensity of land uses, and the scale of the development. Please see SADRA Submittal

ENVIRONMENTAL CHECKLIST:

Would the Project result in the following (provide a brief description for each item checked "yes"):

Change in existing features of any streams, creeks, lakes, or wetlands: ( )Yes (X) No

Change in scenic views or vistas from existing residential areas or public land or roads: ( ) Yes (X) No

Use or disposal of hazardous, toxic or flammable materials or explosives: (X) Yes ( ) No

As an automobile service provider, the dealership would use potentially toxic and/or flammable materials in the servicing of vehicles

Change in ocean, bay, lake, stream, or ground water quality or quantity, or alteration of existing drainage patterns: ( ) Yes (X) No

Change in pattern, scale, or character of surrounding area of project: ( ) Yes (X) No

Significant amounts of solid waste or litter: (X) Yes ( ) No

The automobile dealership would generate litter commensurate with a typical auto sales and service facility

Substantial alteration to topography or ground contours: ( ) Yes (X) No

Change in dust, ash, smoke, fumes, or odors in the vicinity of the project: ( ) Yes(X) No

Substantial change in existing noise or vibration levels in the vicinity: (X) Yes ( ) No

Automobile dealership will cause vibration and noise commensurate with an automobile sales and services facility with daily activities and with delivery of vehicles. Existing site is vacant, but adjacent highway generates significant noise

Building on filled land or on a slope of 10 percent or more: ( ) Yes (X) No

Substantial change in demand for municipal services (police, fire, water, sewer, etc.): (X) Yes ( ) No

Site is currently vacant - new development will require demand for municipal services commensurate with an automobile dealership

Substantial increase in fossil fuel consumption (electricity, oil, natural gas, etc): (X) Yes ( ) No

Site is currently vacant - new development will require fossil fuel consumption commensurate with an automobile dealership

Relationship to a larger project or a series of projects: ( ) Yes (X) No

Substantial change or increase of traffic on surrounding roads and highways: (X) Yes ( ) No

Site is currently vacant - new development will increase traffic commensurate with an automobile dealership

PARKING CALCULATIONS

PARKING TOTAL: 366 SPACES

24' FIRELANE

CONCRETE

LANDSCAPE

PARKING SUMMARY	PROVIDED	REQUIRED
STANDARD STALLS (9 X 19')*	357	227
ADA STALLS (9' X 19')	9	9
TOTAL	366	236
INVENTORY STALLS (8.5'X17')*	163	TBD BY OWNER
SERVICE STALLS	100	88
PUBLIC	100	100
EV STALL	8	8
EV CAPABLE STALL	40	40

*2.5' MAX LANDSCAPE OVERHANG WHERE APPLICABLE

PARKING REQUIREMENTS

(PER MARINA MUNICIPAL ZONIG CODE, CHAPTER 10 & 17)

AUTOMOTIVE USERS:
SERVICE AND REPAIR - 4 SPACES/BAY
22 SERVICE BAYS X 4 = 88 SPACES

COMMERCIAL USERS - RETAIL AND SERVICE & BUSINESS PROFESSIONAL:
(PER CH. 17.44 PARKING REQUIREMENTS OF MARINA MUNICIPAL CODE)
1 SPACES / 275 GSF
62,300 / 275 = 227 SPACES

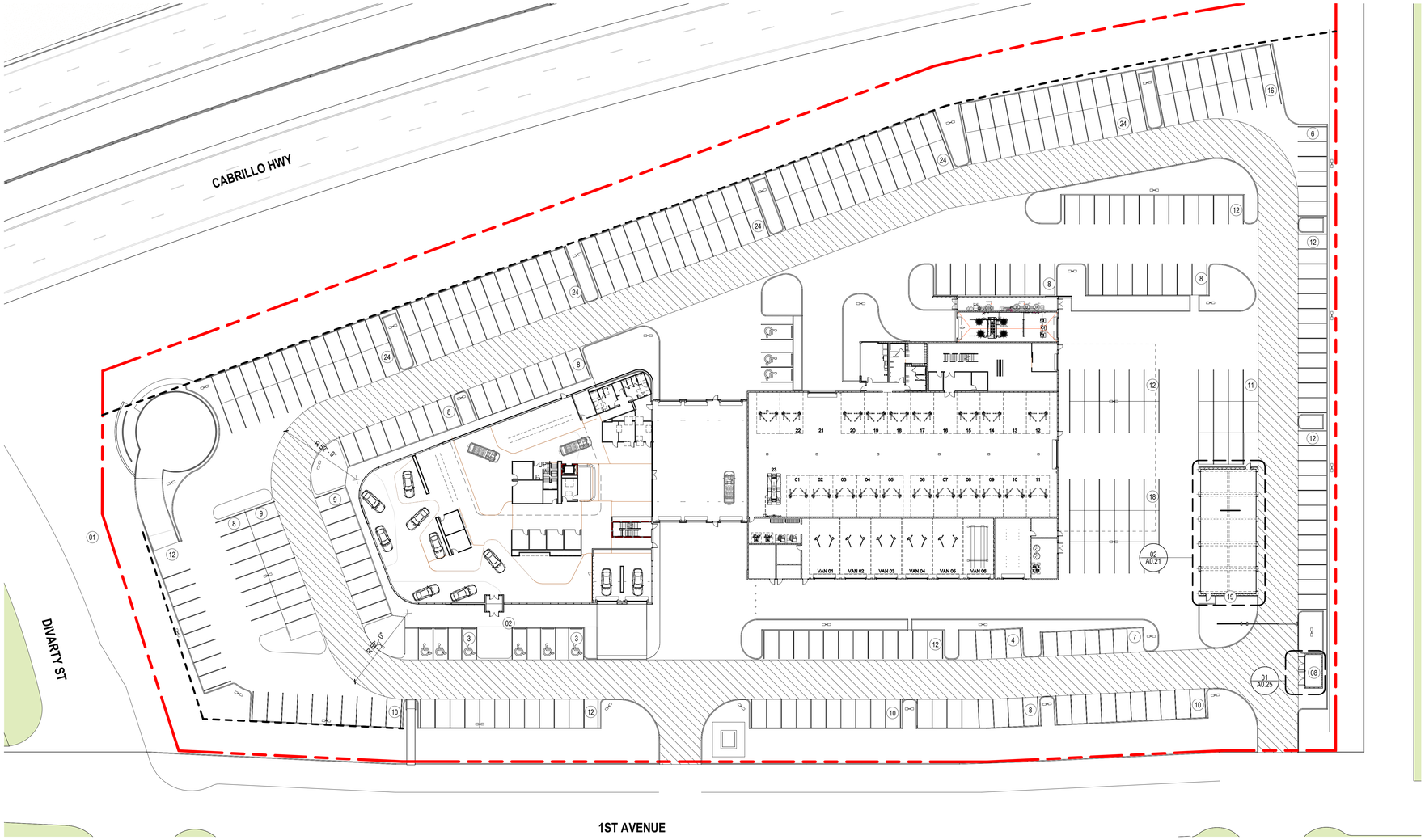
LOADING / INVENTORY SPACES REQUIRED:
ONE LOADING SPACE FOR EACH
FIVE THOUSAND SF OF STORE AREA (62.3K GSF) = 13 SPACES

ADA SPACES REQUIRED:
(PER CBC, TABLE 111B:208.2)
401 - 500 SPACES = MIN OF 9 SPACES = 9 SPACES

EV CAPABLE SPACES REQUIRED:
(PER CALGREEN, TABLE 5.106.5.3.1)
201 AND OVER = 20 PERCENT OF TOTAL
20% OF 200 (100 PUBLIC + 100 SERVICE) = 40 SPACES

EVCS (ELECTRIC VEHICLE CHARGING STATIONS) SPACES REQUIRED:
(PER CALGREEN, TABLE 5.106.5.3.1)
25 PERCENT OF EV CAPABLE SPACES
25% OF 200 (100 PUBLIC + 100 SERVICE) = 50 SPACES

EVCS FOR PUBLIC AND COMMON USE:
(PER CBC TABLE 11B-228.3.2.1)
TOTAL NUMBER OF EVCS (5-25) = 1 VAN ACCESSIBLE, 1 STANDARD ACCESSIBLE



01 SITE PLAN - LEVEL 01
SCALE: 1" = 30'-0"

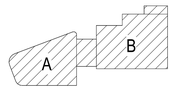
REF: 02 / A2.00

SHEET NOTES

01 PROPERTY LINE
02 CUSTOMER ENTRANCE
3 FUTURE EV CAPABLE PARKING (2 SHARED SPACES)
03 ADA CROSS ACCESS STRIPING
4 EV CHARGING STATION (2 SHARED SPACES)
04 ROOF CANOPY OVERHEAD
05 DETECTABLE WARNING STRIP; CONTRACTOR TO PROVIDE A DETECTABLE WARNING PRODUCT SAMPLE TO THE BUILDING INSPECTOR FOR APPROVAL OF COLOR CONTRAST WITH FINISH SURFACE
6 EV CHARGING STATION (2 SHARED SPACES)
06 TRASH ENCLOSURE, REF ARCH DRAWINGS
7 EV CHARGING STATION (2 SHARED SPACES)
07 FLUSH MOUNTED KNOX BOX
8 <varies>
08 BENCH AS SPECIFIED
9 FUTURE EV CAPABLE PARKING (2 SHARED SPACES)
09 ACCESSIBLE PATH OF TRAVEL
10 <varies>
11 <varies>
12 <varies>
13 ADA PARKING SPACE WITH PAVEMENT MARKING, LOADING ZONE, WHEEL STOP, AND ADA SIGNAGE
14 EV CHARGING STATION (2 SHARED SPACES)
15 FUTURE EV CAPABLE PARKING (2 SHARED SPACES)
16 <varies>
17 RETACTABLE ROLLING SECTURITY GATE WITH CONTROL BOX, REF ARCHITECTURAL DETAILS
18 <varies>
19 EXTERIOR RAMP WITH WALL MOUNTED HANDRAILS; REF ARCHITECTURAL DRAWINGS
20 SECURITY FENCE
21 SCREEN WALL AS SPECIFIED
22 CONCRETE COLOR TRANSITION; CONFIRM COLORS WITH ARCHITECT
24 <varies>
25 BIKE RACK
26 MAIN SWITCHBOARD; REF ELECTRICAL
27 MAIN SWITCHBOARD; REF ELECTRICAL

GENERAL NOTES

KEY PLAN



MERCEDES-BENZ OF MONTEREY

EXHIBIT 4

xxxx
Marina, California

Gensler

5005 Greenville Avenue
Dallas, TX 75206
United States

Tel 214.273.1500
Fax 214.273.1505

Date	Description
05/10/2024	PROGRESS PRINT

Seal / Signature

PRELIMINARY

THESE DOCUMENTS ARE INCOMPLETE AND NOT FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION PURPOSES

ERIC A. JAMES
CALIFORNIA REGISTERED ARCHITECT: LICENSE # C-24187

05/10/2024

Project Name
MERCEDES-BENZ OF MONTEREY

Project Number
27.8360.000

Description
ARCHITECTURAL SITE PLAN

Scale
As indicated

A0.10

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EXHIBIT 5

LEGEND

PROPOSED		EXISTING
	PROPERTY LINE	
	APPROXIMATE GRADING LIMIT	
	1-FOOT CONTOUR	137
135	5-FOOT CONTOUR	135
51.54	GRADE	(51.54)
W	WATER LINE	W
6"SS	SANITARY SEWER LINE	6"SS
12"SD	STORM DRAIN LINE	12"SD
	OVERHEAD ELECTRIC LINE	OE
	UNDERGROUND ELECTRIC LINE	UE
G	GAS LINE	G
	GRADE BREAK	
	FLOWLINE	
	SAWCUT	
	TREE/SHRUB	30"CYP
	TREE TO BE REMOVED	
	FENCE	
	SIGN/BOLLARD	
	FIRE HYDRANT/FDC	
	WATER METER/VALVE	
	SEWER MANHOLE/CLEANOUT	
	STORM MANHOLE	
	ELECTRICAL METER/TRANSFORMER	
	LIGHT POLE/UTILITY POLE	
	DRAIN INLET GRATE (GRT)	
	UTILITY POINT OF CONNECTION	
	STANDARD PCC PAVEMENT/SIDEWALK	
	VEHICULAR PCC PAVEMENT	
	STANDARD AC PAVEMENT	
	HEAVY-DUTY AC PAVEMENT	
	BUILDING	

ABBREVIATIONS

±	PLUS OR MINUS; APPROX	GRT	GRATE
@	AT	INV	INVERT
AB	AGGREGATE BASE	JP	JOINT UTILITY POLE
AC	ASPHALT CONCRETE	MATCH	MATCH EXISTING GRADE
AD	AREA DRAIN	MAX	MAXIMUM
APPROX	APPROXIMATE	MH	MANHOLE
BS	BOTTOM OF STAIR	MIN	MINIMUM
CO	CLEANOUT	OG	ORIGINAL GROUND
CONC	CONCRETE	P.A.	PLANTER AREA
DEMO	DEMOLISH AND DISPOSE OF	PB	PULL BOX
D.G.	DECOMPOSED GRANITE	P.O.C.	POINT OF CONNECTION
DI	DRAIN INLET	PP	POWER POLE
DIA	DIAMETER	S.A.D.	SEE ARCHITECT'S DRAWINGS
DS	DOWNSPOUT	SC	SAWCUT
(E)	EXISTING	SD	STORM DRAIN
EG	EXISTING GRADE	SS	SANITARY SEWER
ELEV	ELEVATION	TC	TOP OF CURB
EX	EXISTING	TS	TOP OF STAIR
F	FIRE	TW	TOP OF WALL
FF	FINISHED FLOOR	UG	UNDERGROUND
FG	FINISHED GRADE	U.O.N.	UNLESS OTHERWISE NOTED
FL	FLOWLINE	UP	UTILITY POLE
FS	FINISHED SURFACE	UNKN	UNKNOWN
GB	GRADE BREAK	W	WATER
GM	GAS METER	WM	WATER METER
		WV	WATER VALVE

GENERAL NOTES

PROPERTY DATA:
ACCESSOR'S PARCEL NO: APN: 031-221-051-000 (PARCELS OP-3.2 AND OP-3.3 ON MASTER PLAN)

ZONING: SP-UV (SPECIFIC PLAN-UNIVERSITY VILLAGE)-OP 3: OFFICE/RESEARCH

FLOOD ZONE: THIS PROPERTY LIES WITH FLOOD DONE X=SHAED (0.2% ANNUAL CHANCE FLOOD AREA/AREAS OF 1% ANNUAL FLOOD CHANCE WITH DEPTHS LESS THAN ONE (1) FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE); PER FIRM MAP NOS:06053C0189H AND 06053C0195H, WITH AN EFFECTIVE DATES OF JUNE 21, 2017.

NOTES

1. UTILITY LOCATIONS AND SITE GRADES ARE PRELIMINARY AND SUBJECT TO FINAL ENGINEERING DESIGN AND PLANNING APPROVAL.
2. EXISTING ON-SITE TOPOGRAPHY IS BASED ON A SURVEY BY WHITSON ENGINEERS.
3. SEE UTILITY SHEET FOR PRELIMINARY STORMWATER SIZING AND ROUTING. \
4. R1 - VOLUME 24 CITIES & TOWNS, PAGE 93

EARTHWORK SUMMARY

DESCRIPTION	CUT (CY)	FILL (CY)
FINISH GRADING	14,900	13,000
SHRINKAGE (5% ESTIMATE)		650
TOTAL	14,900	13,700
NET EXPORT	1,200 CY	

1. THE QUANTITIES PRESENTED ABOVE ARE PRELIMINARY ESTIMATES ONLY, BASED ON THE ASSUMED DIFFERENCE BETWEEN EXISTING ASSUMED SUBGRADE ELEVATION AND FINISHED ASSUMED SUBGRADE ELEVATION.
2. THE FOLLOWING ASSUMPTIONS ARE INCLUDED IN THE ABOVE ESTIMATE: 12" BUILDING FOUNDATION SECTION, 9" PAVEMENT SECTION AND 6" FLATWORK, 8.0' DEEP STORM CHAMBER FOOTPRINT (24" ROCK BELOW, 5' CHAMBER, 12" ROCK ABOVE).
3. OVER-EXCAVATION AND RE-COMPACTION, UTILITY TRENCHING AND EXCAVATION FOR FOUNDATIONS ARE NOT INCLUDED IN THE ABOVE ESTIMATE.
4. THESE QUANTITIES ARE PRELIMINARY. CONTRACTOR SHALL MAKE HIS/HER OWN SITE VISIT AND QUANTITY TAKE-OFFS AND SHALL BID ACCORDINGLY.

CONSTRUCTION KEYNOTES

00
1. VERTICAL CURB TYPE B PER CITY OF MARINA STD PLAN ST-2.
2. CURB AND GUTTER PER CITY CITY OF MARINA STD PLAN ST-1.
3. 2' WIDE VALLEY GUTTER.
4. EXISTING COMMERCIAL DRIVEWAY ENTRANCE PER CITY OF MARINA STD PLAN ST-7
5. ACCESSIBLE RAMP WITH DETECTABLE WARNING SURFACE PER CITY OF MARINA STD PLAN ST-4.
6. ACCESSIBLE PARKING STALLS WITH PCC WHEELSTOP, PAVEMENT PARKINGS, AND SIGNAGE; PER CITY OF MARINA STD PLAN ST-14. S.A.D. FOR PARKING SUMMARY.
7. 24' WIDE STRIPED FIRE LANE; RED STRIPED.
8. RETRACTABLE BOLLARD, SEE ARCHITECT PLANS FOR DETAIL.
9. ROLLING SECURITY GATE WITH KNOX ACCESS, SEE ARCHITECT DRAWINGS.
10. WALLED TRASH ENCLOSURE, S.A.D.
11. FUTURE BUILDING EXPANSION, S.A.D.
12. CAR WASH
13. CONCRETE SIDEWALK
14. VEHICULAR PAVEMENT
15. VEHICULAR PAVERS
16. DRIVEWAY ENTRANCE AND VALLEY GUTTER

SCALE: 1" = 100'

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

0 1 2 INCHES 3

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

Whitson ENGINEERS

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SUBMITTAL / REVISION
1 | 2/13/2026 | CW | PLANNING SUBMITTAL COORDINATION SET

MERCEDES-BENZ OF MARINA
GROUND-UP CAR DEALERSHIP FACILITY
NW CORNER 1ST AVE AND DIVARTY STREET
Marina, California

EXHIBIT 5
PRELIMINARY GRADING AND DRAINAGE PLAN

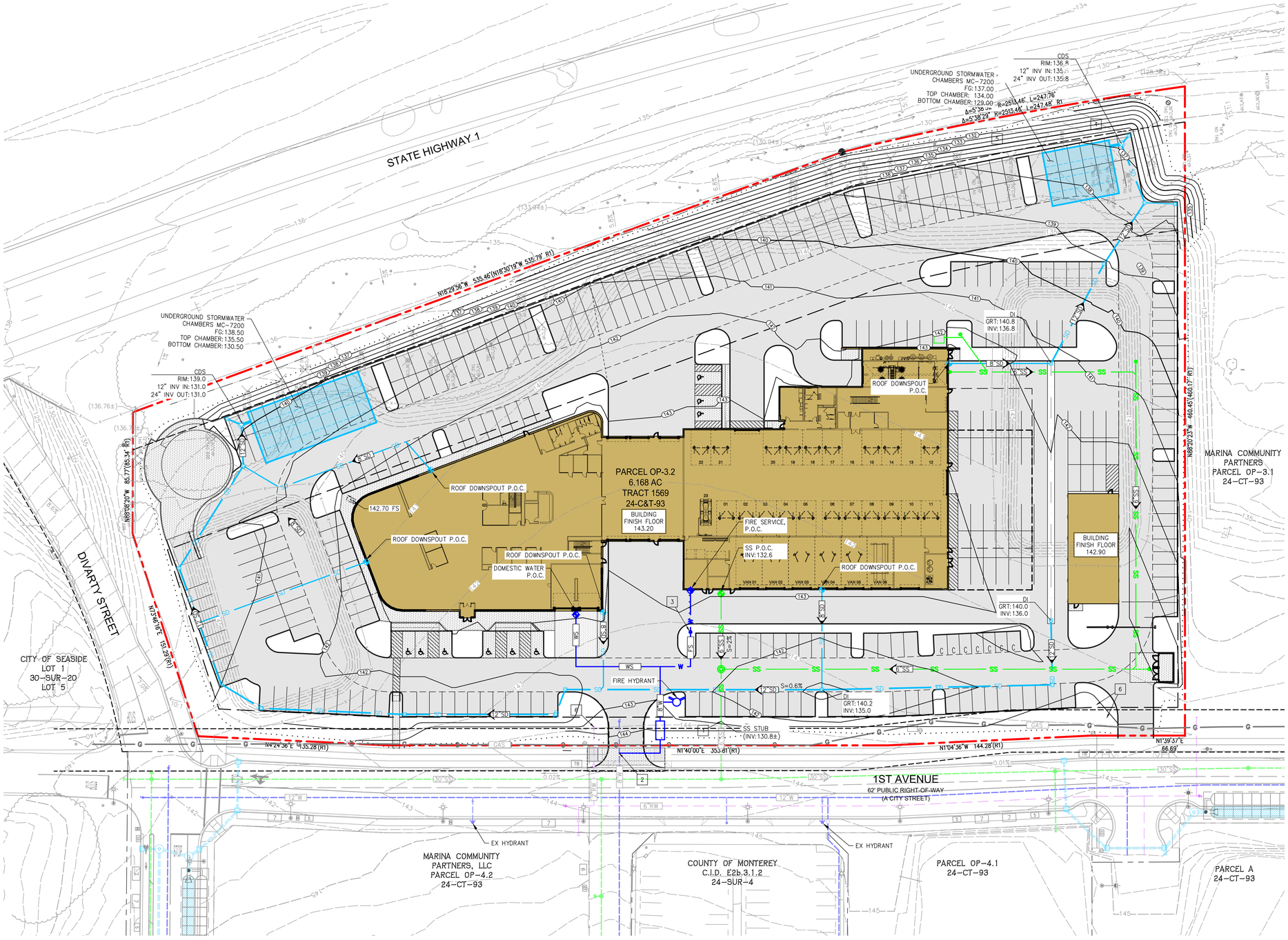
PRELIMINARY DESIGN

APN

SCALE:	1"=30'
DRAWN:	CW
JOB No.:	3140.62

SHEET
XB 5
OF

EXHIBIT 6



00 UTILITY KEYNOTES

1. CONNECT TO EX 6" SEWER LATERAL AND ROUTE TO SITE, 0.5% MIN SLOPE.
2. CONNECT TO EXISTING 8" WATER STUB; INSTALL BACKFLOW DEVICE AND WATER METER AND ROUTE WATER TO SITE FOR DOMESTIC AND FIRE SERVICES.
3. FIRE SERVICE WITH FDC.
4. STORMWATER PRE-TREATMENT DEVICE, CDS OR EQUIVALENT.
5. UNDERGROUND STORMWATER CHAMBERS, MC-7200 OR EQUIVALENT, SEE STORMWATER NOTES FOR ADDITIONAL DETAILS.
6. EXISTING RECYCLED WATER SERVICE FOR LANDSCAPE P.O.C.; S.L.D. FOR CONTINUATION.
7. ROOF DOWNSPOUT P.O.C.

STORMWATER INFORMATION

STORMWATER RUN-OFF WILL BE CAPTURED ON-SITE AND ROUTED TO UNDERGROUND STORMWATER SYSTEM(S), STORMTECH MC-7200 OR EQUAL. STORMWATER PRE-TREATMENT WILL BE PROVIDED BY CDS UNIT(S) OR EQUAL.

TOTAL PARCEL AREA=±268,424 SF (±6.16 ACRES)

ON-SITE AREA SUMMARY:
IMPERVIOUS AREA=±212,000 SF

PERVIOUS AREA=±56,400

REQUIRED STORAGE: ±18,500 CF

PROVIDED STORAGE: ±24,000 CF

NOTE: SIZING SHOWN IS BASED ON 12IN/HR INFILTRATION RATE (TO BE CONFIRMED BY GEOTECHNICAL ENGINEER).

SCALE: 1" = 100'

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6 Harris Court
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1	2/13/2026	CW

PLANNING SUBMITTAL COORDINATION SET

MERCEDES-BENZ OF MARINA
GROUND-UP CAR DEALERSHIP FACILITY

NW CORNER 1ST AVE AND DIVARTY STREET
Marina, California

EXHIBIT 6
PRELIMINARY UTILITY PLAN

APN

SCALE:	1"=30'
DRAWN:	CW
JOB No.:	3140.62

SHEET
XB 6
OF

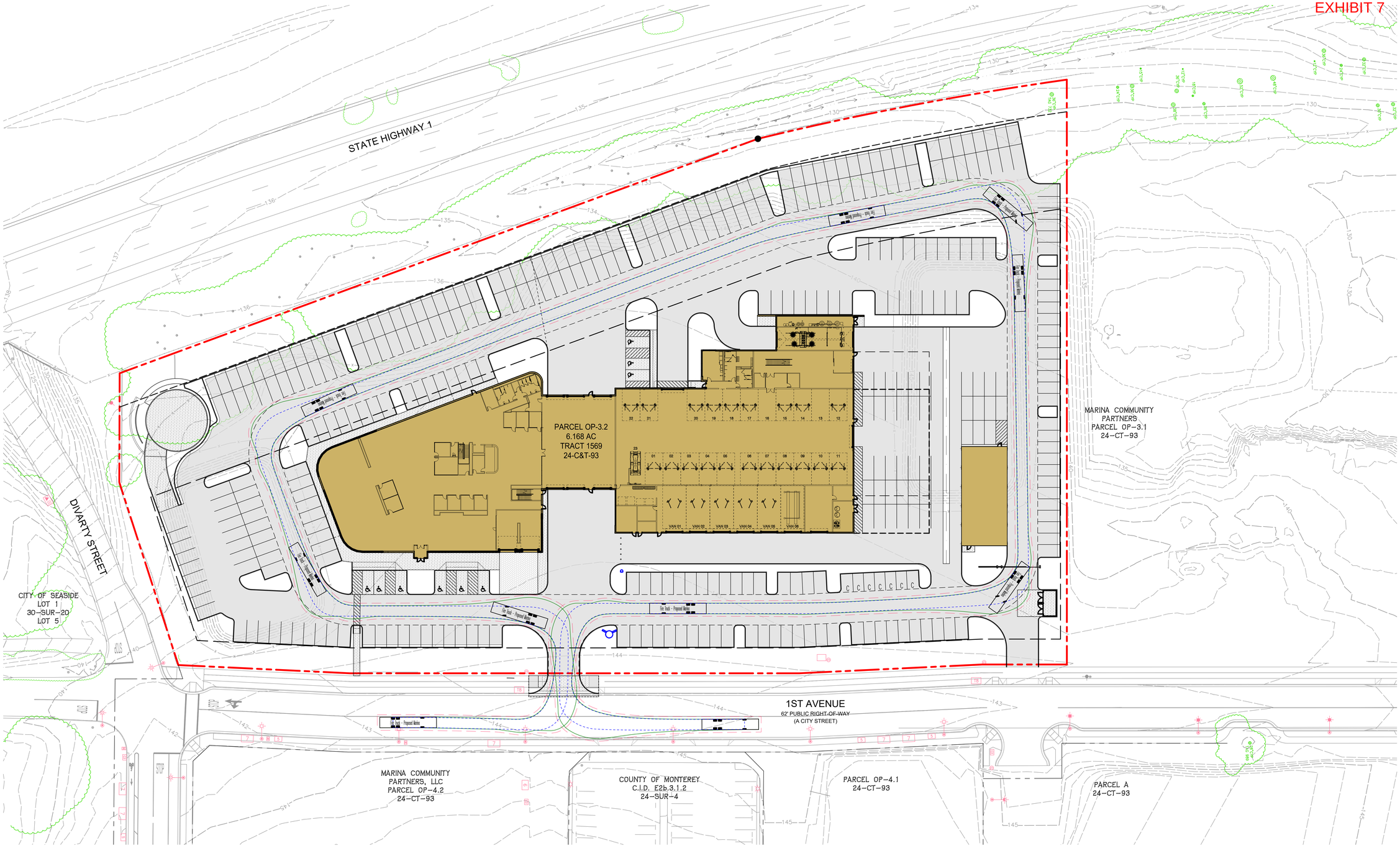
PRELIMINARY DESIGN

Know what's below. Call before you dig.

0 1 2 INCHES 3

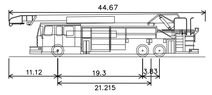
I:\Whitson Projects\3140\CAD\PLANSET\SP23-3140(SP23-3140)-XB6.dwg swright Feb 11, 2026 - 11:50am

EXHIBIT 7



LEGEND

- VEHICLE ENVELOPE OFFSET (2')
- WHEEL PATH
- VEHICLE SWEEP PATH



Fire Truck – Proposed Marina

Overall Length	44.670ft
Overall Width	8.330ft
Overall Body Height	12.67ft
Min Body Ground Clearance	0.627ft
Track Width	8.000ft
Lock-to-lock time	5.00s
Curb to Curb Turning Radius	35.980ft

SCALE: 1" = 100'

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SUBMITTAL / REVISION

1	2/13/2026	PLANNING SUBMITTAL COORDINATION SET
	CW	

MERCEDES-BENZ OF MARINA
GROUND-UP CAR DEALERSHIP FACILITY

NW CORNER 1ST AVE AND DIVARTY STREET
Marina, California

APN

EXHIBIT 7
PRELIMINARY VEHICULAR TURNING

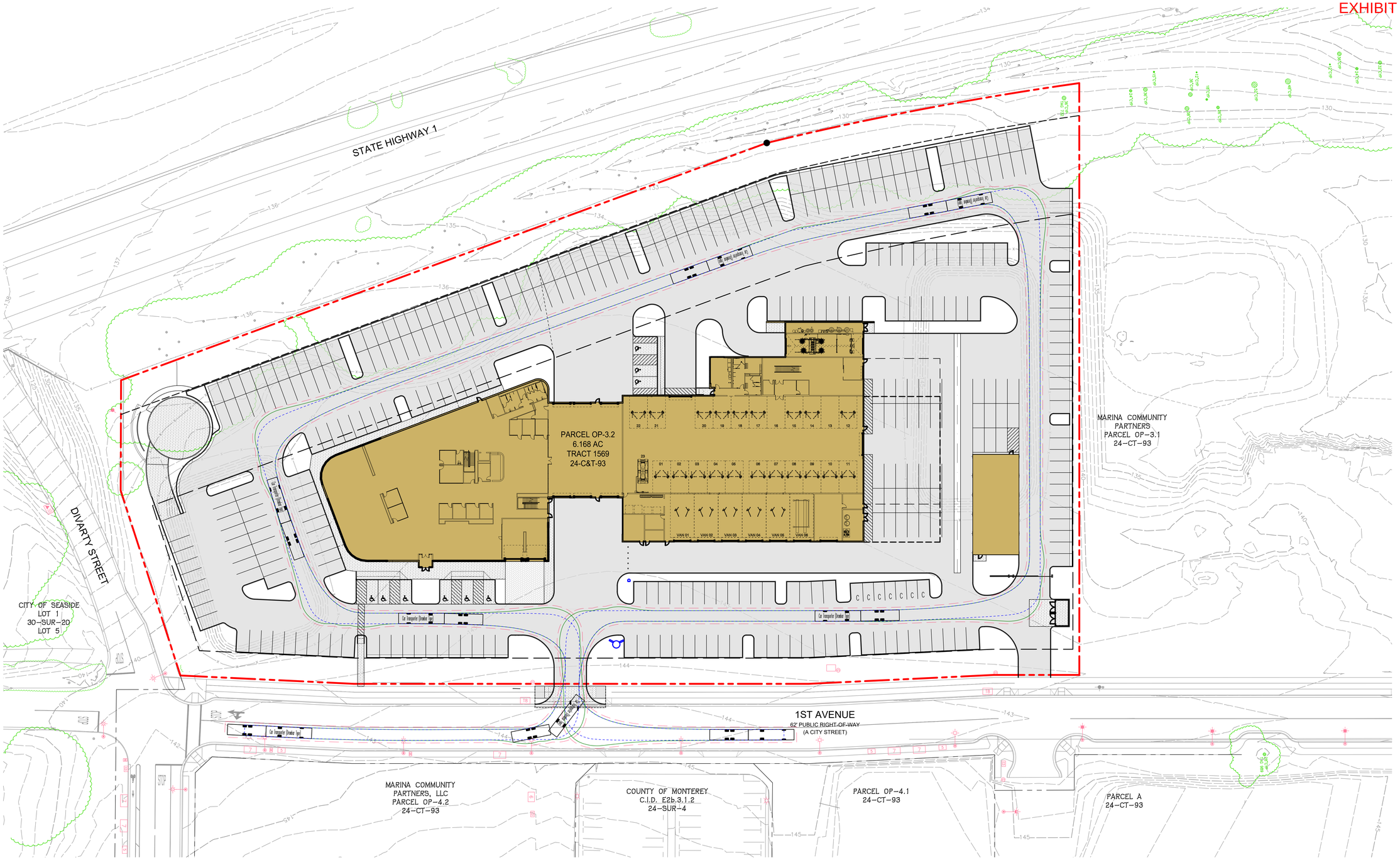
SCALE:	1"=30'
DRAWN:	CW
JOB No.:	3140.62

SHEET
XB 7
OF

PRELIMINARY DESIGN

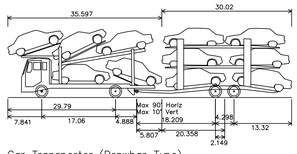
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EXHIBIT 8



LEGEND

- VEHICLE ENVELOPE OFFSET (2')
- WHEEL PATH
- VEHICLE SWEEP PATH



Car Transporter (Drawbar Type)	
Overall Length	65.617ft
Overall Width	8.202ft
Overall Body Height	16.022ft
Min Body Ground Clearance	0.608ft
Max Track Width	8.202ft
Lock-to-lock time	6.00s
Wall to Wall Turning Radius	34.449ft

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

0 1 2 INCHES 3

SCALE: 1" = 30'

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SUBMITTAL / REVISION

1	2/13/2026	PLANNING SUBMITTAL COORDINATION SET
	CW	

MERCEDES-BENZ OF MARINA
GROUND-UP CAR DEALERSHIP FACILITY

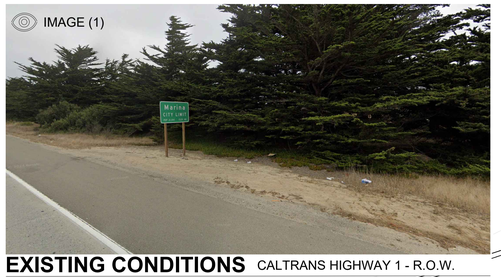
NW CORNER 1ST AVE AND DIVARTY STREET
Marina, California

APN

EXHIBIT 8
PRELIMINARY VEHICULAR TURNING

PRELIMINARY DESIGN

SCALE:	1"=30'
DRAWN:	EPI
JOB No.:	3140.62
SHEET	XB 8
OF	



EXISTING CONDITIONS CALTRANS HIGHWAY 1 - R.O.W.
NORTH EAST VIEW
LOOKING TOWARDS 1ST AVENUE

TREE MITIGATION NARRATIVE

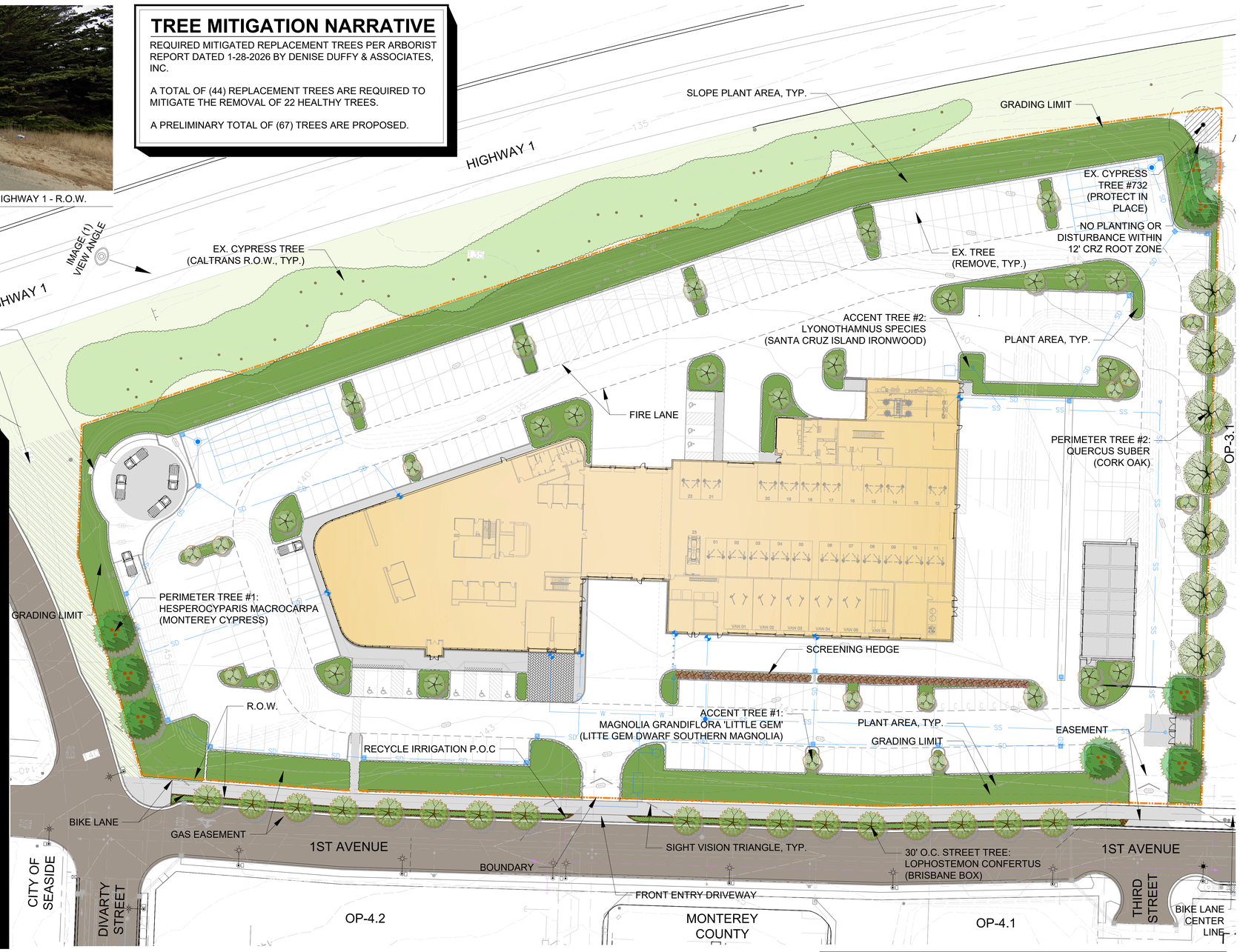
REQUIRED MITIGATED REPLACEMENT TREES PER ARBORIST REPORT DATED 1-28-2026 BY DENISE DUFFY & ASSOCIATES, INC.

A TOTAL OF (44) REPLACEMENT TREES ARE REQUIRED TO MITIGATE THE REMOVAL OF 22 HEALTHY TREES.

A PRELIMINARY TOTAL OF (67) TREES ARE PROPOSED.

IRRIGATION NOTES

1. THE IRRIGATION DESIGN WILL BE FROM RECYCLED WATER FOR THE SITE AND SHALL COMPLY WITH THE STATE MANDATED MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO).
2. THE IRRIGATION SYSTEMS WILL BE AUTOMATICALLY CONTROLLED BY AN ET/'SMART' IRRIGATION CONTROLLER CAPABLE OF MULTIPLE PROGRAMMING AND INDEPENDENT TIMING OF INDIVIDUAL IRRIGATION SYSTEMS. THE CONTROLLER WILL HAVE A 24-HOUR CLOCK TO ALLOW MULTIPLE START TIMES AND REPEAT CYCLES TO ADJUST FOR SOIL PERCOLATION RATES.
3. THE IRRIGATION SYSTEMS WILL CONSIST PRIMARILY OF LOW VOLUME, LOW FLOW BUBBLERS FOR TREES, AND POINT SOURCE DRIP IRRIGATION FOR SHRUBS AND SUBSURFACE DRIPLINE FOR PARKROW GROUNDCOVERS.
4. PLANTS WILL BE GROUPED ONTO SEPARATE VALVES ACCORDING TO SUN EXPOSURE AND WATER USE TO ALLOW FOR IRRIGATION APPLICATION BY HYDROZONE. THE IRRIGATION SCHEDULING WILL REFLECT THE REGIONAL EVAPO-TRANSPIRATION RATES. THE ENTIRE SITE WILL BE DESIGNED TO RUN DURING NIGHTTIME HOURS WHEN IRRIGATION IS MOST EFFICIENT.
5. ALL MWELO DOCUMENTATION INCLUDING IRRIGATION PLANS, WATER USE CALCULATIONS AND CERTIFICATES SHALL BE SUBMITTED WITH THE LANDSCAPE IMPROVEMENT PLANS FOR REVIEW AND APPROVAL.



PRELIMINARY PLANT LEGEND

C.C.N.-CALIFORNIA COASTAL NATIVE

SYMBOL	BOTANICAL NAME & SIZE & WULCOLS		EXAMPLE IMAGE
(C.C.N)	**ACHILLEA MILLEFOLIUM 'SONOMA COAST'** (1'-2' HEIGHT)	LOW	
(C.C.N)	**ARCTOSTAPHYLOS PUMILA** (2'-5' HEIGHT)	LOW	
(C.C.N)	**ARCTOSTAPHYLOS TOMENTOSA** (3'-8' HEIGHT)	LOW	
	ARCTOSTAPHYLOS 'PACIFIC MIST' (2'-3' HEIGHT)	LOW	
	ARMERIA MARITIMA 'ALBA' (6"-12" HEIGHT)	MOD	
(C.C.N)	**ARTEMISIA PYCNOCEPHALA 'DAVID'S CHOICE'** (6"-24" HEIGHT)	LOW	
(C.C.N)	**BACCHARIS PILULARIS 'PIGEON POINT'** (2'-3' HEIGHT)	LOW	
	CARPENTERIA CALIFORNICA 'ELIZABETH' (5'-7' HEIGHT)	LOW	
(C.C.N)	**CEANOTHUS DENTATUS** (2'-5' HEIGHT)	LOW	
(C.C.N)	**CEANOTHUS RIGIDUS** (4'-6' HEIGHT)	LOW	
	CEANOTHUS G. HORIZONTALIS 'DIAMOND HEIGHTS' (1'-2' HEIGHT)	LOW	
(C.C.N)	**DIPLACUS AURANTIACUS** (4'-5' HEIGHT)	V.LOW	
	DIPLACUS 'CHANGELING' (2'-3' HEIGHT)	LOW	
(C.C.N)	**ERIGERON GLAUCUS 'SEA BREEZE'** (6"-12" HEIGHT)	LOW	
(C.C.N)	**ERIOGONUM FASCICULATUM** (2'-4' HEIGHT)	V.LOW	
(C.C.N)	**ERIOGONUM LATIFOLIUM** (1'-2' HEIGHT)	LOW	
(C.C.N)	**ERIOGONUM PARVIFOLIUM** (2'-3' HEIGHT)	LOW	
(C.C.N)	**FRANGULA CALIFORNICA 'MOUND SAN BRUNO'** (3'-6' HEIGHT)	LOW	
(C.C.N)	**FRAGARIA CHILOENSIS** (4"-8" HEIGHT)	MOD	
(C.C.N)	**HETEROMELES ARBUTIFOLIA** (6'-10' HEIGHT)	LOW	
(C.C.N)	**LEYMUS CONDENSATUS 'CANYON PRINCE'** (2'-3' HEIGHT)	LOW	
	MUHLENBERGIA RIGENS (3'-5' HEIGHT)	LOW	
(C.C.N)	**SYMPHORICARPOS ALBUS LAEVIGATUS** (3'-6' HEIGHT)	LOW	



STREET TREE
LOPHOSTEMON CONFERTUS
(BRISBANE BOX)



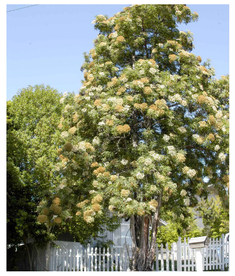
PERIMETER TREE #1
HESPEROCYPARIS MACROCARPA
(MONTEREY CYPRESS)



PERIMETER TREE #2
QUERCUS SUBER
(CORK OAK)



ACCENT TREE #1
MAGNOLIA GRANDIFLORA 'LITTLE GEM'
(LITTLE GEM DWARF SOUTHERN MAGNOLIA)



ACCENT TREE #2
LYONOTHANMUS SPECIES
(SANTA CRUZ ISLAND IRONWOOD)

PRELIMINARY TREE LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	MIN. SIZE	WULCOLS	QTY
TREES					
	HESPEROCYPARIS MACROCARPA (C.C.N)	MONTEREY CYPRESS	24" BOX	MOD	8
	LOPHOSTEMON CONFERTUS	BRISBANE BOX	15 GAL	MOD	17
	LYONOTHANMUS FLORIBUNDUS SSP. ASPLENIIFOLIUS (C.C.N)	SANTA CRUZ ISLAND IRONWOOD	15 GAL	LOW	22
	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	LITTLE GEM DWARF SOUTHERN MAGNOLIA	15 GAL	MOD	13
	QUERCUS SUBER	CORK OAK	24" BOX	LOW	7
C.C.N. - CALIFORNIA COASTAL NATIVE		TOTAL TREES:	24" BOX 15 GAL		15 52
					67

City of Marina
1ST AVENUE & DIVARTY STREET
MARINA, CALIFORNIA 93955

MERCEDES-BENZ OF MONTEREY
Marina, California OP-3.2

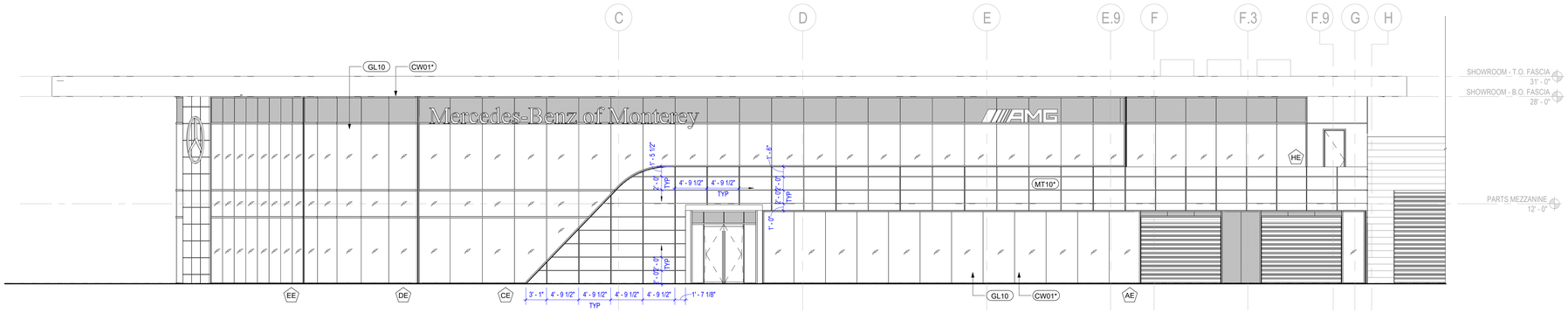
PRELIMINARY LANDSCAPE PLAN
CONCEPTUAL PLAN EXHIBIT
FEBRUARY 27, 2026

vanderToolen Associates
855 Bordeaux Way
Suite 240
Napa, CA 94558
tel: 707.224.2299
www.vandertoolen.com

0' 15' 30' 60'
SCALE: 1" = 30'-0"
NORTH

L-1
Project No. 01825

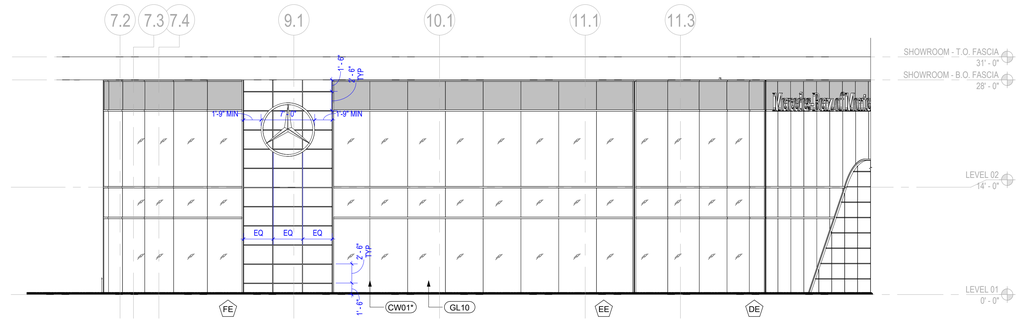
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01 EXTERIOR ELEVATION - AREA A SOUTH

SCALE: 1/8" = 1'-0"

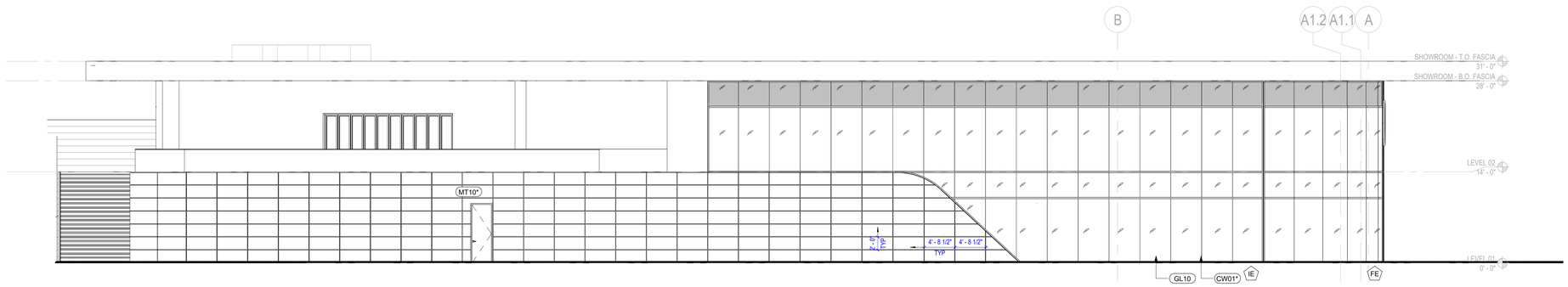
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02 EXTERIOR ELEVATION - AREA A WEST

SCALE: 1/8" = 1'-0"

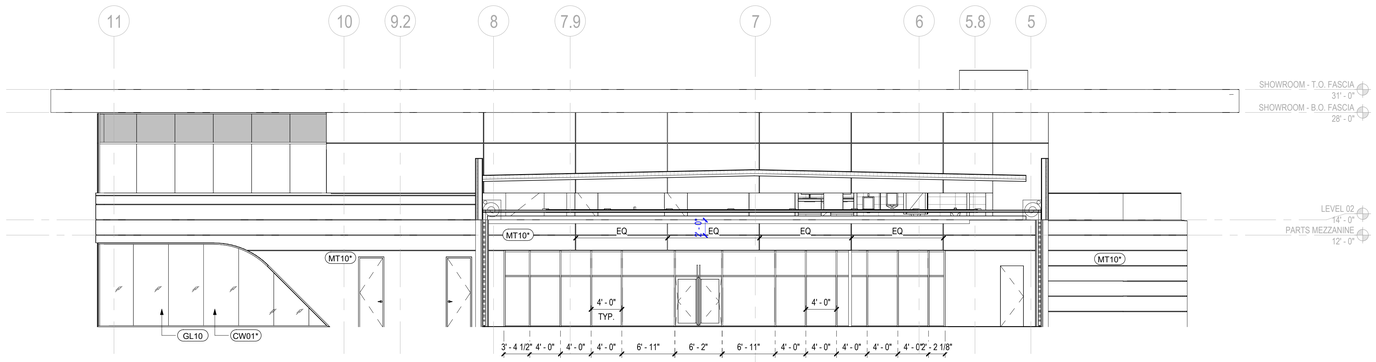
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03 EXTERIOR ELEVATION - AREA A NORTH

SCALE: 1/8" = 1'-0"

REF: 01 / A1.11A



04 EXTERIOR ELEVATION - AREA A EAST

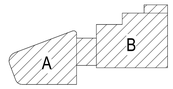
SCALE: 1/8" = 1'-0"

REF: 01 / A1.11A

SHEET NOTES

GENERAL NOTES

KEY PLAN



MERCEDES-BENZ OF MONTEREY

EXHIBIT 10

xxxx
Marina, California

Gensler

5005 Greenville Avenue
Dallas, TX 75206
United States

Tel 214.273.1500
Fax 214.273.1505

△	Date	Description

Seal / Signature

PRELIMINARY

THESE DOCUMENTS ARE INCOMPLETE AND NOT FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION PURPOSES

ERIC A. JAMES
CALIFORNIA REGISTERED ARCHITECT: LICENSE # C-24187

02/09/2024

Project Name
MERCEDES-BENZ OF MONTEREY

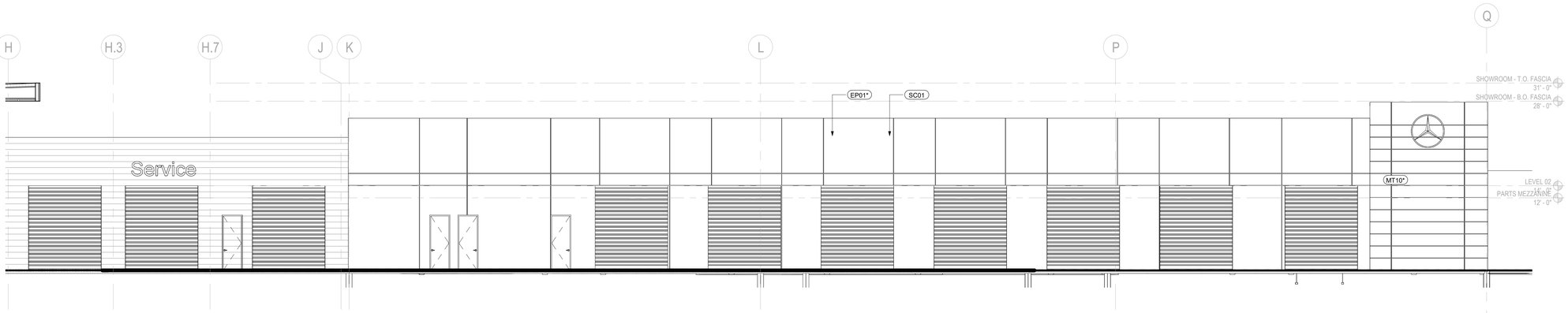
Project Number
27.8360.000

Description
BUILDING ELEVATIONS - AREA A

Scale
1/8" = 1'-0"

A2.01

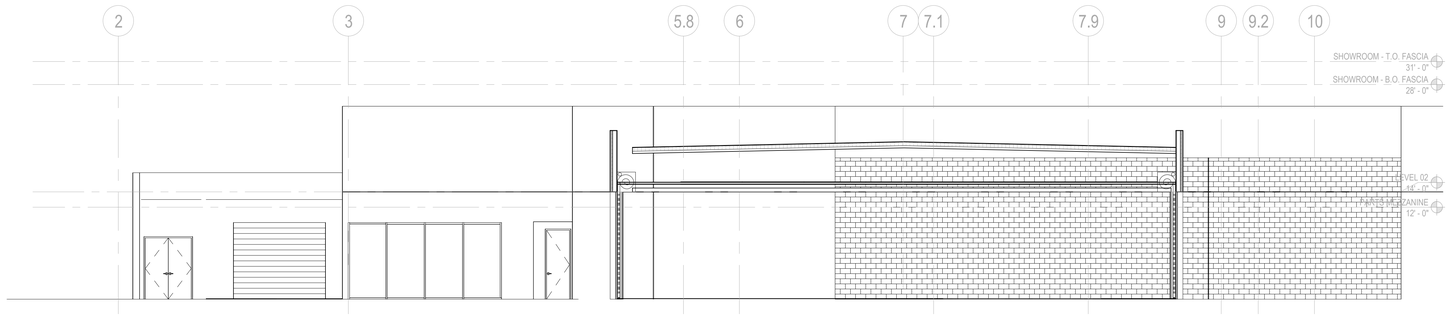
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01 EXTERIOR ELEVATION - AREA B SOUTH

SCALE: 1/8" = 1'-0"

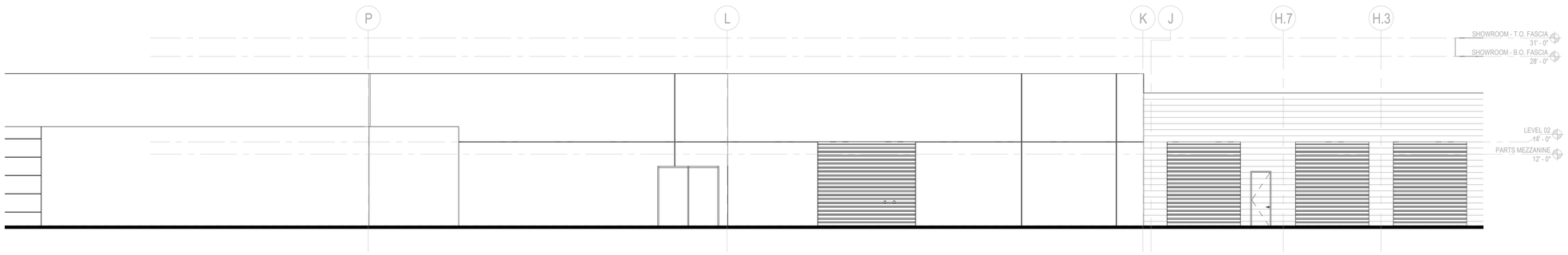
REF: 01 / A1.11A



02 EXTERIOR ELEVATION - AREA B WEST

SCALE: 1/8" = 1'-0"

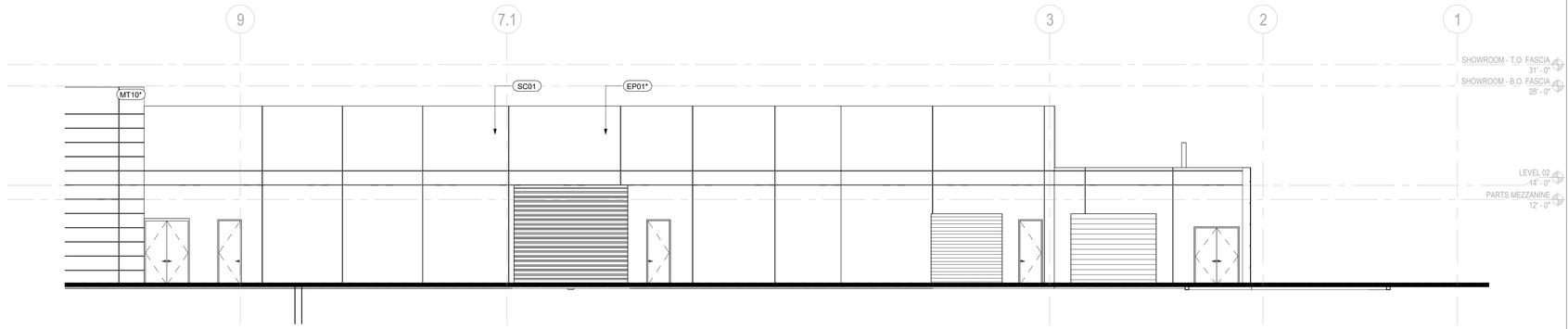
REF: 01 / A1.11A



03 EXTERIOR ELEVATION - AREA B NORTH

SCALE: 1/8" = 1'-0"

REF: 01 / A1.11B



04 EXTERIOR ELEVATION - AREA B EAST

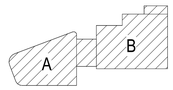
SCALE: 1/8" = 1'-0"

REF: /

SHEET NOTES

GENERAL NOTES

KEY PLAN



MERCEDES-BENZ OF MONTEREY

xxxx
Marina, California

Gensler

5005 Greenville Avenue
Dallas, TX 75206
United States

Tel 214.273.1500
Fax 214.273.1505

△	Date	Description

Seal / Signature

PRELIMINARY

THESE DOCUMENTS ARE INCOMPLETE AND NOT FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION PURPOSES

ERIC A. JAMES
CALIFORNIA REGISTERED ARCHITECT: LICENSE # C-24187

02/09/2024

Project Name
MERCEDES-BENZ OF MONTEREY

Project Number
27.8360.000

Description
BUILDING ELEVATIONS - AREA B

Scale
1/8" = 1'-0"

A2.02

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EXHIBIT 11

Memorandum

To: Marina Community Partners, LLC

From: Layne Long, City Manager

Date: 12/1/2023

Re: Administrative Modifications to Project Approvals for The Dunes Development Project (formerly The University Villages Project)

The City of Marina ("City") and Marina Community Partners, LLC ("MCP") entered into a Development Agreement dated as of July 8, 2005 ("Development Agreement") related to the Dunes Development Project (formerly The University Villages Project and referred to herein as the "Project"). Section 3.1 of the Development Agreement addresses amendments to the Development Agreement and to the Project Approvals. For purposes of the Development Agreement, Project Approvals means the permits and approvals granted or to be granted to MCP by the City for the Project including the University Villages Specific Plan approved by the City Council of Marina by Resolution No. 2005-130 adopted on May 31, 2005 ("Specific Plan").

Section 3.1.4 of the Development Agreement grants the Strategic Development Director authority to make minor modifications to the Project Approvals as an administrative amendment, without notice, hearing, CEQA review or formal action by any commission or board or the City Council including lot line and parcel adjustments, changes in density, intensity, scale and scope of the Project. The City previously eliminated the position of Strategic Development Director and vested the City Manager with the authority and job duties previously assigned to the Strategic Development Director.

The Specific Plan designates certain parcels in the Specific Plan Area as Office/Research and Development/Light Industrial, including Opportunity Site 3. The Office/Research designation permits a variety of uses including boat sales and recreational vehicle sales. However, the Specific Plan does not currently permit

automobile sales in the Office/Research and Development/Light Industrial land use areas but does allow automobile sales in other areas including the Multiple Use designation.

Based on the authority granted in Section 3.1.4 for the Strategic Development Director, now the City Manager, to approve minor modifications to Project Approvals, including the Specific Plan, I am approving a minor modification to the Specific Plan to designate automobile sales as a permitted use in areas designated as Office/Research and Development/Light Industrial.

EXHIBIT 12

Tree Assessment and Arborist Report for the Mercedes Benz Project

February 2026

Prepared for

Ken Roycroft
Unstoppable Automotive Group, LLC
40910 Temecula Center Drive
Temecula, CA 92591

Prepared by

Patric Krabacher, ISA Certified Arborist #11759 TRAQ
ASCA Registered Consulting Arborist #887
400 Cass Street, Suite 5
Monterey, California 93940
Denise Duffy & Associates, Inc.

TABLE OF CONTENTS

1. Introduction 2
   1.1. Project Location 2
   1.2. Project Description 2
2. Methods 2
   2.1 Limitations 2
   2.2 Regulatory Setting 4
      2.2.1 City of Marina Municipal Code 4
      2.2.2 UVSP Tree Standards 4
   2.3 Survey Methods 4
3. Results 5
4. Discussion/Conclusion 8
   4.1 Tree Preservation 8
   4.2 Tree Removal 8
   4.3 Transplanting 9
5. Tree Replacement Plan 10
   5.1. Planting Locations 10
   5.2. Planting Methods 10
6. Tree Protection Plan 11
7. References 13
8. Glossary 13

ATTACHMENTS

ATTACHMENT A. Project Civil Plans and Landscaping Plans

ATTACHMENT B. Tree Table

ATTACHMENT C. Photo Log

1. INTRODUCTION

Denise Duffy & Associates, Inc. (DD&A) is contracted by Unstoppable Automotive Group, LLC (UAG) to provide environmental consulting services for the Mercedes Benz Project (project or proposed project), located in the City of Marina (City) in Monterey County, California. The project is located in the City of Marina (City) on Assessor's Parcel Number (APN) 031-221-022-000 (Parcel OP 3.2, **Figure 1**). Tree removal within the project site is regulated by the University Villages Specific Plan (UVSP) Existing Tree Removal, Relocation, and Replacement Standards (Tree Standards), approved on May 31, 2005; the UVSP Final Environmental Impact Report (FEIR) and Resolution; the UVSP Mitigation Monitoring and Reporting Program (MMRP); and Marina Municipal Code (MMC or City Code) Chapter 17.62 (Tree Removal, Preservation, and Protection). Tree removal within the project site will require approval from the City prior to construction of the project.

This report was prepared to satisfy the requirements of MMC Chapter 17.62 and assist in the design phase to avoid as many healthy tree as practicable. This tree assessment and arborist report recommends trees for retention or removal pursuant to the proposed project. This report also outlines measures to protect all other trees within the vicinity of the project, identifies the amount of native trees to be removed, and the final number of recommended replacement trees. This report also recommends mitigation, where necessary, to avoid, reduce, or mitigate potential project impacts to trees and other biological resources (i.e., nesting birds) which may result from tree removal.

1.1. Project Location

The project is located within the southwestern corner of the City, directly northwest of the corner of 1st Avenue and Divarty Street, on APN 031-221-022-000, in the County of Monterey, California.

1.2. Project Description

The project consists of the construction of new dealership and automotive facilities, including parking, buildings, and associated utility infrastructure (**Attachment A**).

2. METHODS

2.1 Limitations

It is not the intent of this report to provide a monetary valuation of the trees or provide risk assessment for any tree, as any tree can fail at any time. The inspection of these trees consisted solely of a visual inspection from the ground. While more thorough techniques are available for inspection and evaluation, they were neither requested nor considered necessary or appropriate at this time. No clinical diagnosis was performed on any pest or pathogen that may or may not be present within the site. In addition to an inspection of the property, DD&A relied on information provided by the project proponent (e.g., survey boundaries, property boundaries, project description) to prepare this report, and must reasonably rely on the accuracy of the information provided. Trees can be managed but not controlled. To live near trees, regardless of their condition, is to accept some degree of risk. The only way to eliminate all risks associated with trees is to eliminate all trees. DD&A shall not be responsible for another's means, methods, techniques, schedules, or procedures, or for contractor safety or any other related programs, or for another's failure to complete work in accordance with approved plans and specifications.



Tree Survey Area
Mercedes Benz Project

77

Date
2/11/2026

Scale
1 in = 130 ft

DENISE DUFFY & ASSOCIATES, INC.
Planning and Environmental Consulting

Figure
1
67

Path: D:\GIS\GIS_Projects\2022-55 Dunes Phase 3\2022-55 Dunes Phase 3 OP3 OP4 2025.aprx

2.2 Regulatory Setting

2.2.1 City of Marina Municipal Code

City of Marina Municipal Code (MMC) Section 17.62.030 requires a tree removal permit to remove, damage, or relocate, or cause to be removed, damaged, or relocated any tree on any property within City limits, unless exempted by MMC Sections 17.62.040 or 17.62.050. MMC Section 17.62.030 also prohibits construction activities within the dripline of any tree, unless these activities are conducted in compliance with tree protection guidelines adopted by resolution of the planning commission.

MMC defines "tree" as any living woody perennial plant having a single stem of six (6) inches or more diameter at breast height (DBH; measured at 4.5 feet above ground) or a multi-stemmed plant having an aggregate diameter of ten inches or more measured at DBH, and any living woody perennial plant which was planted in accordance with requirements of an approved compensation plan or was planted as part of a landscaping plan approved by the City. MMC defines "Dripline" as the greater of the outermost edge of the tree's canopy, or fifteen times DBH measured from the center point of the tree.

2.2.2 UVSP Tree Standards

UVSP Tree Standards call for the preservation of as many healthy Monterey cypress trees and oak trees as practicable. In accordance with the UVSP Tree Standards, Monterey cypress trees and oak trees that are in good or fair condition must be protected during construction and preserved wherever practicable. If relocation is possible, Monterey cypress and oak trees shall be removed by machinery, be immediately replanted at a new site, and be watered and fertilized. Existing healthy trees determined to be in good or fair condition that are removed shall be replaced on-site at a ratio of two (2) replacement trees for every one (1) removed (2:1).

2.3 Survey Methods

DD&A biologists, led by Certified Arborist Patric Krabacher, conducted a tree survey of the project site on January 27, 2025. The survey area encompassed the project's construction limits. Protected trees (trees that require a tree removal permit from the City and/or are defined in the UVSP) were inventoried in accordance with the following protocol, which was designed to meet the requirements of both MMC Chapter 17.62 and USVP Tree Standards:

- Excluding acacias (*Acacia* sp.)[1], all trees (including dead snags) 6" DBH or greater were tagged with a GPS location and a numbered aluminum marker (on the most feasible/visible location possible). Tree diameter was recorded at breast height (54 inches or 4.5 feet above native grade) or (for multi-stemmed trees) at the most representable location.
- Species, size, and health class were recorded for each tree. Tree health was recorded based on the UVSP health classifications, as follows:
    - *Good.* Tree is healthy and vigorous as indicated by color of foliage and density, has no apparent signs of insect, disease, structural defects or mechanical injury. Tree has good form and structure.

[1] Per UVSP Tree Standards, page 118, acacias (6" DBH or greater) were mapped with a GPS location but were not tagged or inventoried.

- *Fair.* Tree is in average condition and vigor for the area, but may show minor insect, disease, or physiological problems. Trees rated as fair may be improved with correctional pruning.
- *Poor.* Tree that is in a general state of decline and may show severe structural or mechanical defects which may lead to failure, may have insect or disease damage, but is not dead.
- *Dead/Snag.* Dead standing tree.

- Multi-stemmed trees were recorded as one (1) tree if the root crown (the point where the trunk meets natural grade) was contiguous. Multi-stemmed tree DBH was calculated by taking the square root of the squared sum of all stems measured ($\sqrt{}$[Stem 1 DBH^2+ Stem 2 DBH^2+ Stem 3 DBH^2...]). This equation returns to the diameter at the base of the tree (Chojnacky, 1999).
- Tree dripline (also known as the "tree protection zone" [TPZ]) was calculated as 1.5 feet for every one (1) inch DBH.
- Critical root zone (CRZ) was calculated as one (1) foot for every one (1) inch DBH in accordance with American National Standards Institute (ANSI) A300 Part 8 & Part 5 (ANSI, 2023).

3. RESULTS

DD&A inventoried 44 Monterey cypress (*Hesperocyparis macrocarpa*) trees within or directly adjacent to the project site (**Figure 2; Appendix A**) [2]. DD&A inventoried three (3) dead trees, 17 trees in poor health, and the remaining 24 in fair health. Fifty-two percent of the trees inventoried are in fair condition; they are in average vigor for the area but are showing signs of diseases and insect infestations, including pitch canker, foamy bark canker, beetle evidence (i.e. saw dust and small symmetrical holes), sooty mold, and *Phytophthora* root and crown rot. (**Figure 3**). The remaining 48% of trees inventoried were determined to be either in a state of decline, in poor condition, or dead due to biotic and abiotic stressors including but not limited to neglect, fire (homeless encampments), sooty mold, and *Phytophthora* root and crown rot, or boring beetles. No symptoms of sudden oak death were observed.

[2] Two (2) trees (Trees 728 and 730) were included in this calculation due to their proximity to the project site.



Tree Survey Results and Removal Plan
Mercedes Benz Project

Date: 2/11/2026

Scale: 1 in = 85 ft

DENISE DUFFY & ASSOCIATES, INC.
Planning and Environmental Consulting

Figure 2

Path: D:\GIS\GIS_Projects\2022-55 Dunes Phase 3\2022-55 Dunes Phase 3\2022-55 Dunes Phase 3 OP3 OP4 2025.aprx



Tree Survey Results Health Ratings
Mercedes Benz Project

Date: 2/11/2026

Scale: 1 in = 85 ft

DENISE DUFFY & ASSOCIATES, INC.
Planning and Environmental Consulting

Figure 3

Path: D:\GIS\GIS_Projects\2022-55 Dunes Phase 3\2022-55 Dunes Phase 3\2022-55 Dunes Phase 3 OP3 OP4 2025.aprx

4. DISCUSSION/CONCLUSION

4.1 Tree Preservation

The project proposes to retain one (1) Monterey cypress (Tree No. 732). Efforts were made to retain two (2) additional Monterey cypress trees (Tree Nos. 712 and 752) through design modifications; however, these efforts were determined to be infeasible. Meetings with the project's Civil Engineer (Whitson Engineers) explored options to preserve Tree Nos. 712 and 752, but it was ultimately concluded that preservation would require the construction of extensive retaining walls. The retaining walls would significantly impact over 30% of the CRZ of these trees and the ultimate survival of the two (2) trees cannot be guaranteed.

Alternatively, DD&A, Whitson, as well as the project landscape architect (vanderToolen Associates Inc.) recommend the removal of Tree Nos. 712 and 752 in order to grade the area to a more natural slope. This would allow the area to be revegetated with native plant species which would provide long term beneficial erosion control and restoring and revegetating a more natural slope was determined to be the more feasible and sustainable approach.

4.2 Tree Removal

As a result of the proposed project, 41 Monterey cypress trees would require removal for the construction of the project pursuant to existing plans (**Figure 2, Appendices C & D**). The removal of the 41 trees would impact the existing windbreak; however, a majority of the windbreak would be retained within the California Department of Transportation right-of-way adjacent to the western project boundary. Therefore, the removal of these trees is not anticipated to completely remove the windbreak. A tree removal permit from the City is required for all living trees. Three (3) trees proposed for removal are dead; therefore, a tree removal permit is required for the remaining 38 live trees. Tree removal must incorporate the mitigation measures and regulatory requirements of the FEIR, the MMRP, and the UVSP Tree Standards, as follows:

- Pre-construction surveys for active [bird] nests shall be conducted by a qualified biologist within 250 feet of proposed construction activities no more than 30 days prior to construction. If active nests are found and the biologist determines that construction activities would adversely affect the nest or cause nest abandonment, then those activities shall be avoided in these areas until the young have fledged, as by the qualified biologist. Once the young have fledged, construction activities may resume in the vicinity and no further mitigation measures shall be required.

- Prior to the removal of large trees, a qualified biologist shall survey the trees for presence of roosting bats. If special-status bat species are present, the following measures shall be implemented:

    - Tree removal should not occur if maternity bat roosts are present (between April 15 and August 1) in the trees to be removed.
    - No tree removal should occur within 300 feet of the maternity roost until all young bats have fledged, as determined by a qualified biologist.
    - If special-status bats are present but there is not an active maternity roost, a Memorandum of Understanding (MOU) with the California Department of Fish and Wildlife (CDFW) should be obtained in order to remove the animals prior to tree removal. Alternate habitat may need to be provided if bats are to be excluded from

maternity roosts. A roost with comparable spatial and thermal characteristics should be constructed as directed by a qualified biologist. In the event that adult bats need to be handled and relocated, a qualified biologist shall prepare and implement a relocation plan subject to approval by CDFW that includes relocating all bats found on-site to an alternate suitable habitat. A Mitigation and Monitoring Plan that mitigates for loss of bat roosting habitat should be prepared by a qualified biologist and approved by CDFW prior to tree removal.

- Existing trees in good or fair condition which are removed shall be replaced on site at a ratio of two replacement trees for each tree removed (2:1) in compliance with MMC and UVSP Standards. DD&A also recommends trees to be retained, and replanting's follow the Tree Replacement Plan outlined in Section 5 and Tree Protection Plan outlined in Section 6 below.

4.3 Transplanting

Transplanting trees within this parcel was also explored and discussed. Tree No. 691 was relocated from this parcel to a roundabout located within the Dunes community at the intersection of 8th Street and Ocean Bluffs Ave; however, this was a free-standing tree. Free standing trees do not have the same transplanting limitations as those located within a contiguous forest environment. These limitations are described further below.

Transplanting several larger trees was considered to mitigate the loss of tree removal; however, this was determined to be infeasible due to the contiguous forest present along the western project boundary. Trees within a contiguous forest are not recommended for transplanting due to the intertwining of roots with adjacent trees and lack of reaction wood. These trees are not typically capable of supporting themselves without the structural support of the surrounding forest. Mass damping is a natural mechanism where branches and foliage sway to absorb and dissipate wind energy, allowing trees to minimize structural loads on the trunk and roots and increase mechanical stability during storms. Mass damping is vital to the structural stability of trees and forests and when you have a contiguous forest like the one on the western portion of the project all these trees work together against the natural elements.

Mass damping can be critically disrupted when trees are transplanted, causing the tree to sway more and increasing failure risk. Transplanted trees from a contiguous forest do not have the reaction wood and are not resistant to natural elements like single standing trees. Additionally, transplanting causes stress (transplant shock), often resulting from significant root mass reduction and associated water stress. Therefore, it is not recommended to transplant any trees from the survey area as they are located within a contiguous forest and are unlikely to survive.

5. TREE REPLACEMENT PLAN

Per UVSP Tree Standards, mitigation (i.e., tree replacement) is only required for the removal of healthy trees. Of the 38 living trees planned for removal, 22 are in fair condition and 16 are in poor condition (**Appendix A**). As a result, a total of 44 replacement plantings are required to mitigate for the removal of 22 healthy trees. Tree replacement shall follow the specifications outlined below.

5.1. Planting Locations

Planting locations for replacement trees shall be as follows:

1. Spacing replacement plantings shall be approximately ten (10) feet from any adjacent established tree or replacement planting or in the most appropriate offset feasible for the site. This spacing allows for efficient early growth and establishment.
2. Any compacted soil shall be scarified to an approximate depth of six (6) inches using hand tools, a rototiller, or similar equipment. Based on site observations, the need for soil decompaction is expected to be minimal. Soil decompaction shall not be performed within ten (10) feet of any existing tree to avoid impacting the root system or trunk.

5.2. Planting Methods

Planting methods for replacement trees shall be as follows:

1. Planting shall occur during the cool season after several winter rain events have moistened the soil to a depth of at least six (6) inches and shorter photoperiods and cooler daily temperatures reduce the stress on new plants (typically November – February). When feasible, planting will be scheduled during periods of cool weather when precipitation is forecasted. Installing container stock during the winter when soil is moist maximizes the odds of success.
2. Following the determination of tree location by the restoration practitioner or arborist, a planting pit shall be excavated at each location that is equal to the depth of the container and approximately twice the width of the container. Each tree shall be carefully removed from the container and placed upright in the planting pit so that the stem is vertical and the root crown is level with existing grade. Each pit shall be backfilled with existing native soil. Soils shall be compressed around the rootball to remove air pockets, and a water retention basin of at least two (2) feet diameter shall be constructed around each tree. Following planting, each tree shall be watered with approximately five (5) gallons of water.
3. Mulch shall be placed approximately 2-4-inches deep around container stock plantings to improve retention of soil moisture and suppress weed growth around new plantings. Mulch shall be placed six (6) inches away from the base of the plantings to allow the tree to respire and avoid the propagation of root rot. Mulch products may include clean wood chips (placed to a thickness of two inches) from a known source, coir weed mats, or similar biodegradable natural products. Mulch with plastic or other non-biodegradable materials shall be prohibited.
4. Tree plantings shall be watered for at least one (1) year after planting to promote successful establishment. Irrigation may be completed by hand or by a drip irrigation system. Irrigation is expected to be required primarily during the dry months between May and early October and during periods of prolonged dry conditions (i.e., >2 weeks) during the winter.

5. A qualified arborist shall inspect replacement plantings for the first two (2) years to monitor survivability and growth progress. If the arborist determines replacement plantings are declining, they shall be replaced at a 1:1 ratio in compliance with measures outlined in this report, and the monitoring period will be reset.

6. TREE PROTECTION PLAN

6.1 Protective Fencing

All trees which will be retained during construction but whose Tree Protection Zone (TPZ) lies within or partially within the project site shall be protected prior to and during construction per the following specifications:

1. Fencing or barricades shall be installed along the entire perimeter of a tree's TPZ to the extent feasible; generally, no less than 75 percent of a tree's TPZ shall be within the fenced area. However, fencing location may be adjusted or omitted in coordination with a certified arborist.
2. Fencing shall consist of either chain link, supported snowdrift or plastic mesh, hay bales, or field fence. Fencing shall have cross bracing (typically 2x4 material) on both the top and lower edges of the fencing material to prevent sagging and provide lateral support. Fencing shall stand a minimum height of five (5) feet above grade.
3. Fenced areas and the trunk protection materials shall remain in place during the entire construction period. Torn or damaged roots shall be cleanly cut to sound wood wherever possible to minimize decay entry points. Any root found that must be cut should be cut by manually digging a trench and cutting exposed roots with a saw, vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root pruning equipment. No tree seals shall be used as seal material promotes decay.

6.2 Soil Related Construction Activities

All activities within the CRZ shall be coordinated with the project arborist prior to entering if changes from this plan are proposed. All recommended measured below shall only be modified with coordination with the project arborist and/or the city.

<u>Prohibited Activities within TPZ</u>

4. No parking of vehicles or equipment, or storage of materials shall be permitted with.in the dripline of the trees designated to remain.
5. Staging areas and access routes shall be designed to avoid trees and tree canopies.
6. Soil compaction, parking of vehicles or heavy equipment, stockpiling of construction materials, and/or dumping of materials is not permitted within the CRZ for trees on the property.

<u>Permitted Activities Under Direct Supervision of the Project Arborist</u>

7. Soil disturbance (e.g., over excavation, sub excavation, grading, compaction or trenching) beyond a feature to be built within or near a TPZ shall be reduced to a maximum extent possible to reduce or avoid soil related impacts within TPZ. In no instance should disturbance exceed the following distances towards a tree's trunk: 12 inches for a curb, gutter, walkway or 24 inches for retaining walls, foundations and concrete pads.

8. For protected trees where the TPZ was reduced from the dripline at the direction of the project forester or arborist, a mulch layer up to approximately four (4) inches deep shall be applied to the ground following construction. Only one (1) to two (2) inches of mulch should be applied within one (1) to two (2) feet of the trunk, and under no circumstances should any soil or mulch be placed against the root crown (base) of trees. The best source of mulch would be from chipped material generated on-site.
9. All trenching, soil scraping, over excavation, and grading (soil cuts, over excavation, fill, and finish-grading) shall be avoided within the TPZ, as feasible or under the direct supervision of the project arborist.

6.3 Root Pruning and Protection

Pursuant to ANSI A300 Standards for Root Pruning and Tree Protection the following measures shall be implemented throughout construction:

10. If roots must be left exposed for more than eight (8) hours, cover them with wet burlap and mist with water to prevent them from drying out.
11. Roots greater than two (2) inch will be inspected and evaluated by the project arborist. If necessary, the root will be retained, wrapped in protective material (foam pipe wrap) and avoided.
12. Never cut roots over two (2) inches diameter without prior consultation from the project arborist, as these are typically structural roots and critical to the tree's health and stability.
13. Roots shall be cut clean with a sharp saw or loppers to encourage wound closure and discourage decay.
14. Fill the area where root was exposed or pruned with quality topsoil. A layer of mulch helps retain moisture and encourages new root growth.
15. Water the area thoroughly and monitor the tree for signs of stress or pests, especially if rainfall is inadequate.
16. All pruning shall be following the Tree Pruning Guidelines (International Society of Arboriculture) and/or the ANSI A300 Pruning Standard (American National Standard for Tree Care Operations) and adhere to the most recent edition of ANSI Z133.1.

7. REFERENCES

Chojnacky, David C. 1999. Converting Tree Diameter Measured at Root Collar to Diameter at Breast Height.

City of Marina Municipal Code, 2026. Chapter 17.62 – Tree Removal, Preservation, and Protection.

Dunster and Dunster, 1996. Dictionary of Natural Resource Management, Dunster and Dunster.

8. GLOSSARY

Definitions provided by Dunster and Dunster, 1996. Dictionary of Natural Resource Management

Critical Root Zone (CRZ) – The area of soil around a tree's trunk that contains the majority of its important, fine, and absorbing roots—vital for water and nutrient uptake. This zone is essential for the tree's health and stability.

Mass Dampening – The process by which smaller, flexible branches sway at different frequencies than the main trunk, absorbing and dissipating wind energy rather than transferring it all to the trunk and roots.

Reaction Wood – Specialized wood produced by trees to correct structural imbalances caused by leaning, wind, or heavy snow, acting as a gravitational response to restore verticality.

Root Zone – refers to the area of soil surrounding a tree's roots that is critical for water and nutrient uptake. This zone typically extends beyond the tree's drip line—the outermost edge of the canopy. The critical root zone, often defined as the area within the drip line, is vital for the tree's stability and health; damaging roots in this area can cause significant dieback or even death.

Tree Protection Zone (TPZ) – a designated area surrounding a tree, established during construction or development, that must be kept free from disturbance to protect the tree's health and structural stability.

ATTACHMENT A

Project Civil Plans
and
Landscaping Plans

ATTACHMENT B

Tree Table

Appendix B – Tree Table for the Mercedes Benz Project

Tree Number	Species	Common	DBH per Stem				Total DBH	Dripline per MMC (ft)	CRZ (ft)	Health	Status	Comment
696	Hesperocyparis macrocarpa	Monterey Cypress	9				9	11	3	Fair	Remove	
697	Hesperocyparis macrocarpa	Monterey Cypress	8				8	10	3	Fair	Remove	
698	Hesperocyparis macrocarpa	Monterey Cypress	58	30	29	18	74	92	25	Poor	Remove	Sooty mold, Structural
699	Hesperocyparis macrocarpa	Monterey Cypress	12				12	15	4	Fair	Remove	
700	Hesperocyparis macrocarpa	Monterey Cypress	11				11	14	4	Poor	Remove	
701	Hesperocyparis macrocarpa	Monterey Cypress	14				14	18	5	Poor	Remove	
702	Hesperocyparis macrocarpa	Monterey Cypress	30				30	38	10	Poor	Remove	Sooty mold, Structural
703	Hesperocyparis macrocarpa	Monterey Cypress	7				7	9	2	Fair	Remove	
704	Hesperocyparis macrocarpa	Monterey Cypress	22				22	28	7	Fair	Remove	
705	Hesperocyparis macrocarpa	Monterey Cypress	18				18	23	6	Fair	Remove	
706	Hesperocyparis macrocarpa	Monterey Cypress	16				16	20	5	Fair	Remove	
707	Hesperocyparis macrocarpa	Monterey Cypress	30				30	38	10	Fair	Remove	
708	Hesperocyparis macrocarpa	Monterey Cypress	10				10	13	3	Fair	Remove	
709	Hesperocyparis macrocarpa	Monterey Cypress	16				16	20	5	Fair	Remove	
710	Hesperocyparis macrocarpa	Monterey Cypress	19				19	24	6	Poor	Remove	Sooty mold, Structural
711	Hesperocyparis macrocarpa	Monterey Cypress	20				20	25	7	Fair	Remove	
712	Hesperocyparis macrocarpa	Monterey Cypress	68				68	85	23	Fair	Remove	
713	Hesperocyparis macrocarpa	Monterey Cypress	20				20	25	7	Poor	Remove	Sooty mold
714	Hesperocyparis macrocarpa	Monterey Cypress	12				12	15	4	Poor	Remove	Sooty mold
715	Hesperocyparis macrocarpa	Monterey Cypress	14				14	18	5	Fair	Remove	
731	Hesperocyparis macrocarpa	Monterey Cypress	17				17	21	6	Fair	Remove	
732	Hesperocyparis macrocarpa	Monterey Cypress	36				36	45	12	Fair	Retain	
733	Hesperocyparis macrocarpa	Monterey Cypress	18				18	23	6	Poor	Remove	Sooty mold, Structural
734	Hesperocyparis macrocarpa	Monterey Cypress	12				12	15	4	Poor	Remove	Sooty mold
735	Hesperocyparis macrocarpa	Monterey Cypress	29				29	36	10	Fair	Remove	
736	Hesperocyparis macrocarpa	Monterey Cypress	21	21			30	37	10	Fair	Remove	
737	Hesperocyparis macrocarpa	Monterey Cypress	30				30	38	10	Fair	Remove	
738	Hesperocyparis macrocarpa	Monterey Cypress	31				31	39	10	Poor	Remove	Sooty mold, Structural
739	Hesperocyparis macrocarpa	Monterey Cypress	33				33	41	11	Poor	Remove	Sooty mold, Structural
740	Hesperocyparis macrocarpa	Monterey Cypress	28				28	35	9	Poor	Remove	Sooty mold, Structural

Tree Number	Species	Common	DBH per Stem				Total DBH	Dripline per MMC (ft)	CRZ (ft)	Health	Status	Comment
741	Hesperocyparis macrocarpa	Monterey Cypress	50				50	63	17	Fair	Remove	
742	Hesperocyparis macrocarpa	Monterey Cypress	21				21	26	7	Poor	Remove	Sooty mold, Structural
743	Hesperocyparis macrocarpa	Monterey Cypress	62				62	78	21	Fair	Remove	
744	Hesperocyparis macrocarpa	Monterey Cypress	28				28	35	9	Poor	Remove	Sooty mold, Structural
746	Hesperocyparis macrocarpa	Monterey Cypress	37				37	46	12	Poor	Remove	Sooty mold, Structural
747	Hesperocyparis macrocarpa	Monterey Cypress	17				17	21	6	Dead	Remove	
748	Hesperocyparis macrocarpa	Monterey Cypress	16				16	20	5	Dead	Remove	Burned
749	Hesperocyparis macrocarpa	Monterey Cypress	19				19	24	6	Dead	Remove	Burned
750	Hesperocyparis macrocarpa	Monterey Cypress	9				9	11	3	Poor	Remove	Canker
751	Hesperocyparis macrocarpa	Monterey Cypress	18				18	23	6	Fair	Remove	
752	Hesperocyparis macrocarpa	Monterey Cypress	60				60	75	20	Fair	Remove	
745b	Hesperocyparis macrocarpa	Monterey Cypress	20				20	25	7	Fair	Remove	

ATTACHMENT C

Photo Log



Tree 696.



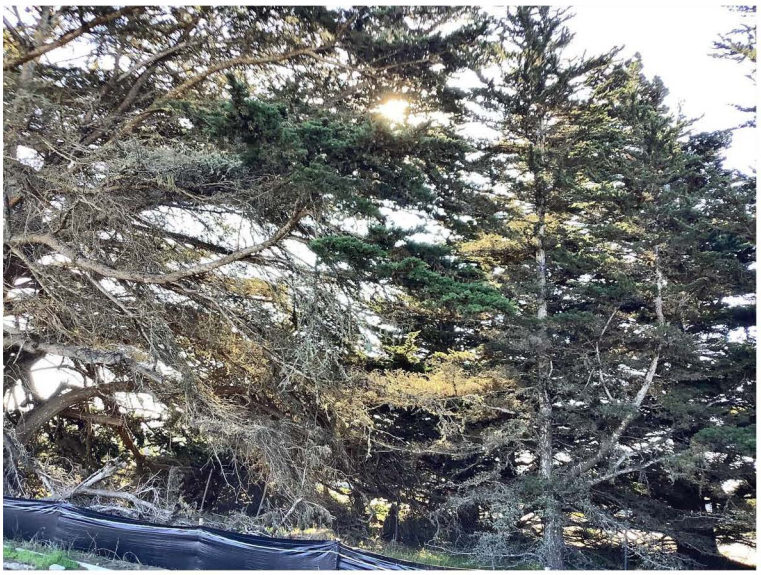
Tree 697.



Tree 698.



Tree 699.



Tree 700.



Tree 701.



Tree 702.



Tree 703.



Tree 704.



Tree 705.



Tree 706.



Tree 707.



Tree 708.



Tree 709.



Tree 710.



Tree 711.



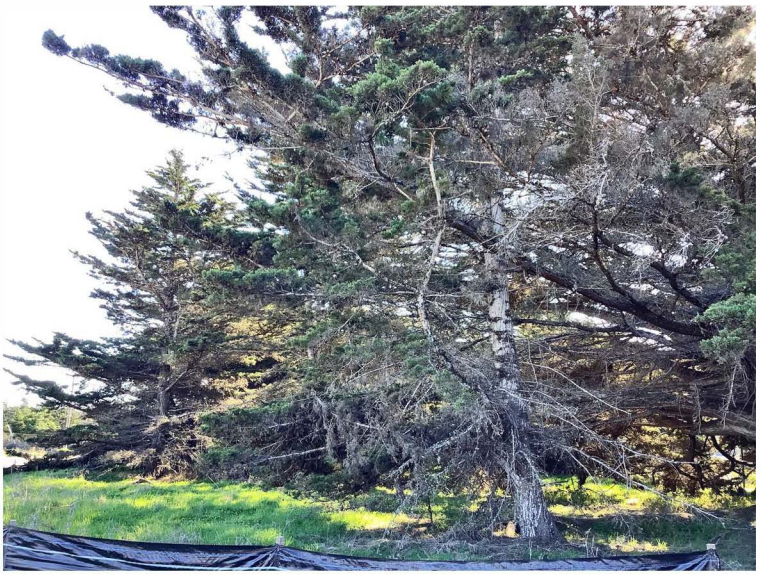
Tree 712.



Tree 713.



Tree 714.



Tree 715.



Tree 731.



Tree 732.



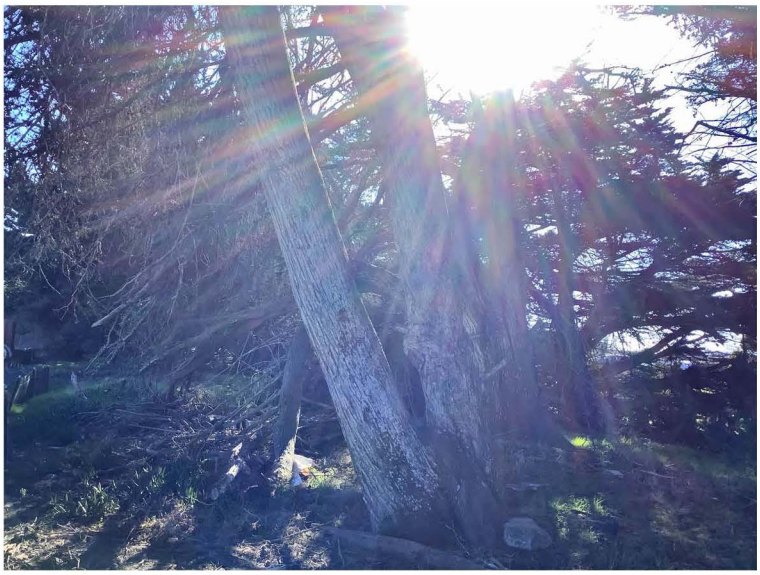
Tree 733.



Tree 734.



Tree 735.



Tree 736.



Tree 737.



Tree 738.



Tree 739.



Tree 740.



Tree 741.



Tree 742.



Tree 743.



Tree 744.



Tree 745b.



Tree 746.



Tree 747.



Tree 748.



Tree 749.



Tree 750.



Tree 751.



Tree 752.

EXHIBIT 13

PLANNING COMMISSION RESOLUTION NO. 2025-08

A PLANNING COMMISSION RESOLUTION APPROVING THE REMOVAL OF APPROXIMATELY ELEVEN TREES WITHIN PHASE 3 OF THE DUNES DEVELOPMENT, AND SPECIFICALLY OPPORTUNITY AREA 4.3 LOCATED AT THE NORTHWEST CORNER OF SECOND AVENUE AND DIVARTY STREET, FOR A POTENTIAL MEDICAL FACILITY, AND FIND THE ACTION WAS ADEQUATELY ADDRESSED IN EIR NO. 2004091167, CERTIFIED FOR THE UNIVERSITY VILLAGES SPECIFIC PLAN.

WHEREAS, on April 30, 2025, at a duly noticed public hearing held on the property located at the northwest corner of First Avenue and Divarty Street, the Tree Committee considered a tree removal permit request to remove fifty-two trees within Phase 3 of the Dunes Development and specifically within opportunity areas 3.2, 4.2 and 4.3; and

WHEREAS, at the conclusion of the April 30, 2025 meeting the item was continued for further review to the May 15, 2025 Tree Committee meeting; and

WHEREAS, on May 15, 2025 the Tree Committee recommended that the Planning Commission approve the removal of the fifty-two (52) trees; and

WHEREAS, after the May 15, 2025 Tree Committee meeting a request was made by Shea Homes to separate the tree removal permit for Planning Commission review into two separate actions to expediate the feasibility of Opportunity Area 4.3 for a future medical facility; and

WHEREAS, pursuant to Chapter 17.59 of the Marina Municipal Code, the Community Development Director has the authority to have the Planning Commission review permits if doing so increases transparency and public participation in the permit review process for items deemed to be in public interest or having broad effect on the community; and

WHEREAS, removal of eleven (11) trees within Opportunity Area 4.3 for a future medical facility is necessary to accommodate the completion of the Dunes Development Project (formerly the University Village Specific Plan); and

WHEREAS, by removing trees from the site and making it a viable medical office use property, the tree removal permit will be implementing the 2000 General Plan via policies 2.74 and 4.79; and

WHEREAS, applicant shall replace all qualifying trees at a 2:1 ratio per Marina Municipal Code (MMC 17.62.060.D.2) based upon the combined DBH of the replacement trees equal to the combined DBH of the healthy trees to be removed; and

WHEREAS, the City of Marina is a lead agency under the California Environmental Quality Act (CEQA) and has determined that project will not result in new significant environmental impacts or effects or a substantial increase in the severity of significant effects previously identified in EIR No. 2004091167, which was certified for the University Villages Specific Plan; and

WHEREAS, this does not constitute approval of removal or disturbance of trees on Opportunity Area 3.2, the location of a car dealership site, as this permit will be reviewed by the Planning Commission in the near term; and

WHEREAS, this approval does not constitute approval of a grading permit within Opportunity Area 3.2 (Car Dealership site) or Opportunity Area 4.3 (Medical Facility Site); and

NOW THEREFORE BE IT RESOLVED that the Planning Commission, based on findings, conditions of approval, and the CEQA determination referenced herein, does hereby:

1- Incorporate by reference the recitals listed above.
2- Approve the removal of eleven (11) trees within Opportunity Area 4.3 (Medical Facility Use) subject to Chapter 17.62 of the Marina Municipal Code.
3- Require that the applicant (Marina Community Partners) replant replacement trees at a 2:1 ratio for every tree that is removed.
4- Require that the applicant comply with the conditions of approval and the recommendations in the arborist reports submitted by Denise Duffy and Associates on April 18, 2025 and May 12, 2025, incorporated by reference into this resolution.
5- Determine that this approval does not constitute approval of the removal of any trees identified in the April 18, 2025 arborist report except those within Opportunity Area 4.3 (Medical Facility Site).
6- 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.
7- If trees are removed from the car dealership site (Opportunity Area 3.2) prior to the Planning Commission granting expressed authorization to do so, replacement trees shall be planted at six to one replacement ratio per the Marina Municipal Code.
8- The current applicant, Shea Homes, and future successors to the medical facility site (Opportunity Area 4.3) shall be responsible for planting the twenty replacement trees prior to occupying a structure on the property.
9- City staff are directed to work with the applicant to identify the long-term viability of tree #1829, as identified in the April 18, 2025 arborist report and to confirm that tree #1924 shall be removed.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a duly noticed special on the 12th day of June 2025, by the following vote:

AYES, MEMBERS: Woodson, Baron, Rana, Jacobsen, St. John, Cheng
NOES, MEMBERS: None
ABSENT, MEMBERS: Walton
ABSTAIN, MEMBERS: None

Glenn Woodson, Chair

ATTEST:

for
Guido F. Persicone
Community Development Director
City of Marina

Attachment 2-Conditions of Approval

1. **Arborist Report**. Removal of the eleven trees within Opportunity Area 4.3 shall be in accordance with the arborist report submitted to the City of Marina by Denise Duffy and Associates, dated April 18, 2025. The Planning Commission approval does not constitute approval of removal of any other trees identified in the April 18, 2025 arborist report.

2. **Special Surveys.** Prior to the removal of trees, a qualified biologist shall survey the trees for presence of roosting bats. If special-status bat species are present, the following measures shall be implemented:
   a. Tree removal shall not occur if maternity bat roosts are present (between April 15 and August 1) in the trees to be removed.
   b. No tree removal may occur within 300 feet of the maternity roost until all young bats have fledged, as determined by a qualified biologist.
   c. If special-status bats are present but there is not an active maternity roost, a Memorandum of Understanding (MOU) with the California Department of Fish and Wildlife (CDFW) must be obtained in order to remove the animals prior to tree removal. Alternate habitat may need to be provided if bats are to be excluded from maternity roosts. A roost with comparable spatial and thermal characteristics must be constructed as directed by a qualified biologist. In the event that adult bats need to be handled and relocated, a qualified biologist shall prepare and implement a relocation plan subject to approval by CDFW that includes relocating all bats found on-site to an alternate suitable habitat. A Mitigation and Monitoring Plan that mitigates for loss of bat roosting habitat must be prepared by a qualified biologist and approved by CDFW prior to tree removal.

3. **Display of Tree Removal Permit.** Prior to and during the removal of any tree approved for removal, a copy of the tree removal permit shall be displayed on site. If no tree removal permit is displayed, the City will issue a stop work order and commence the City's administrative fine process.

4. **Replacement Trees**. Upon completion of the development at Opportunity Area 4.3 (OP 4.3), existing trees in good or fair condition which are removed shall be replaced on site at a ratio

of two replacement trees for each tree removed (2:1), which is at least twenty (20) trees. If said replacement trees will not be planted at Opportunity Area 4.3 (Medical Facility Site) the applicant (Marina Community Partners) shall submit a written plan for planting replacement trees within another property within the Dunes Development for approval by the Community Development Director. The current applicant, Shea Homes, and future successors to the medical facility site (Opportunity Area 4.3) shall be responsible for planting the twenty replacement trees prior to occupying a structure on the medical facility property (Opportunity Area 4.3).

5. **Replacement Planting.** There shall be fifteen-gallon trees in locations with the greatest openings to minimize competition and maximum sunlight. (If fifteen-gallon sizes are unavailable, smaller sizes may be substituted.) The spacing between trees shall be at least eight (8) feet. Watering for establishment within the first two (2) months shall be at least once (1) per week, then every two (2) weeks during the late spring, summer, and fall for two (2) years.

6. **Site Restoration Plan.** The ground surface shall be restored in the vicinity of the tree removals. Restoration shall include but not be limited to the removal of tree stumps and filling of any holes left by the removal.

7. **New Trees.** Tree starts that are less than six inches in diameter and that grow larger than six inches in diameter prior to the grading of the site must be replaced at 2:1 ratio, subject to the approval of the Community Development Director.

8. **No Grading Permit Opportunity Area 4.3**. This approval does not constitute the issuance of a grading permit for Opportunity Area 4.3 (Medical Facility Site). This will be a separate approval granted to the applicant by the City of Marina.

9. **No Grading Opportunity Area 3.2.** This approval does not constitute approval of a grading permit for Opportunity Area 3.2 (Car Dealership Site) nor does it authorize any cut and fill on the site. This will be a separate approval granted to the applicant by the City of Marina. The permit is only to temporarily stockpile dirt on Opportunity Area 3.2 (Car Dealership) in a manner that does not negatively impact the trees on the property.

10. **Not a Tree Removal Permit-Opportunity Area 3.2.** No disturbance of trees shall occur on Opportunity Area 3.2 (Car Dealership Site) as this will be reviewed by the Planning Commission at a meeting in the near term along with a design review permit for the property pursuant to Section 17.62.060 of the Marina Municipal Code. If trees are removed from the car dealership site (Opportunity Area 3.2) prior to the Planning Commission granting expressed authorization to do so, replacement trees shall be planted at six to one replacement ratio per the Marina Municipal Code.

11. City staff are directed to work with the applicant to identify the long-term viability of tree #1829, as identified in the April 18, 2025 arborist report and to confirm that tree #1924 shall be removed.

Attachment 3-Tree Removal Permit Findings

MMC 17.62.060.C. *Required Findings for Approval of Tree Removal Permit.* The finding is in standard font with Staff's response following in *italics*.

1. The tree is in poor condition and is in danger of falling within proximity to existing structures, high pedestrian traffic areas such as parking lots, playgrounds and pedestrian walkways, or interference with utility services that cannot be controlled or remedied through reasonable preservation and/or preventive procedures and practices; or

A qualified arborist assessed the eleven (11) trees proposed for removal and found the majority to be in fair condition. When final grading plans are prepared, it may be possible to retain trees that are not needed for construction. In this event, these trees will be retained and protected. [Note that the Planning Commission is not required to make this finding because the Committee can instead make findings 5-8; see MCC § 17.62.060C.]

2. The tree is host to a plant, or insect, or other parasitic organism which endangers other adjacent healthy trees; or

A qualified arborist assessed the 11 trees proposed for removal and found the majority to be in fair condition. [Note that the Planning Commission is not required to make this finding because the Committee can instead make findings 5-8; see MCC § 17.62.060C.]

3. The location of more than three (3) trees conflicts with the construction of street or sidewalk improvements, storm drain, traffic signals or signs; or

Infrastructure improvements and the development of Opportunity Area 4.3 (Medical Facility Site) conflict with the health of the trees on the site. The location of multiple trees proposed for removal would interfere with these improvements, as documented on the Site Plan and in the Arborist Report.

4. The number of trees on the site is in excess of the number of healthy trees the site is able to support, based on such considerations as tree species, growth characteristics, general health of the stand, tree age, solar orientation and soil condition; or

A qualified arborist assessed the health of individual trees within the project area but did not offer an opinion on the number of healthy trees the site is able to support. [Note that the Tree Committee is not required to make this finding because the Planning Commission can instead make findings 5-8; see MCC § 17.62.060C.]

5. The applicant outlines other clearly documented and compelling reasons for the removal or relocation of a tree which do not include the elimination of falling leaves or shade, or improving a view; and

All eleven trees proposed for removal, including the ten trees that are in fair or good condition, directly impede the grading and construction of the site for commercial development.

6. The tree does not serve as part of a windbreak system, or assist in drainage or in the avoidance of soil erosion, or serve as a component of a wildlife habitat, or otherwise play a prominent role in maintaining the existing urban forest; and

Most of the trees proposed for removal were found by an arborist to be in good or fair condition. The trees do not serve as part of a windbreak system. Mitigation measures described in the Arborist Report and in the Conditions of Approval above will reduce impacts of tree removal related to drainage, soil erosion, and wildlife habitat. Trees will be replaced at a 2:1 ratio ensuring preservation of the City's urban forest.

7. Due to the tree's contribution to the aesthetic beauty of the area, the removal would not have a substantial detrimental effect on neighboring property values; and

Although aesthetic judgements are subjective, the City has established a process for designating aesthetically significant trees as landmark trees (MMC Section 17.62.070). None of the trees proposed for removal have been designated as a landmark tree. Because the trees are generally in good or fair condition, located within an existing transportation corridor or on vacated land within the former Fort Ord, and located more than 200 feet away from commercial and residential properties, removal of the trees is unlikely to have a substantial detrimental effect on neighboring property values.

8. If the removal request is concurrent with development plans for the property and the development plans indicate that it is necessary to remove or relocate the tree to enable reasonable and conforming use of the property which is otherwise prevented by the location of the tree.

To accommodate the required infrastructure, 11 trees must be removed. The trees will be replaced at a 2:1 ratio or an in-lieu fee provided consistent with the requirements of MMC Section 17.62.060.



Tree Survey Results and Removal Plan
Mercedes Benz Project

Date
2/11/2026

Scale
1 = 85 ft

DENISE DUFFY & ASSOCIATES, INC.
Planning and Environmental Consulting

Figure
2

Path: D:\GIS\GIS_Projects\2022-55 Dunes Phase 3\2022-55 Dunes Phase 3 OP3 OP4 2025.aprx

Exhibit E-Car Dealership Arborist Reports:

https://www.cityofmarina.org/1198/Current-Development-Projects

April 23, 2026

Marina Planning Commission
211 Hillcrest Avenue
Marina, CA 93933

RE: Item 7A – 2101 1st Mercedes Benz Car Dealership

Dear Members of the Planning Commission:

Monterey-Salinas Transit District (MST) provides public transportation throughout Monterey County and provides an extensive transit network including at the Marina Transit Exchange in the City of Marina. MST currently serves two (2) bus stops within the vicinity of the proposed Mercedes Benz Car Dealership along 2nd Avenue. These bus stops are served daily by Line 18, which provides hourly service between Sand City and Marina via Monterey Road and CSU Monterey Bay.

The proposed Mercedes Benz Car Dealership site is also located within close proximity to MST's future SURF! Busway and Bus Rapid Transit Project at the 5th Street Station, currently under construction. Previous coordination between the City of Marina and MST resulted in MST constructing a sidewalk and a Class I bike lane along the west side of 1st Avenue *(Attachment 1).* The intention is for future developments to connect to this Class I multiuse trail along 1st Avenue all the way from 8th Street to Divarty. The multiuse trail is an important connection to State Parks at the 8th Street bridge and at Divarty. MST is pleased to see the applicant has included an extension of the bike lane along its project frontage, so there will be a seamless connection to the infrastructure MST installed.

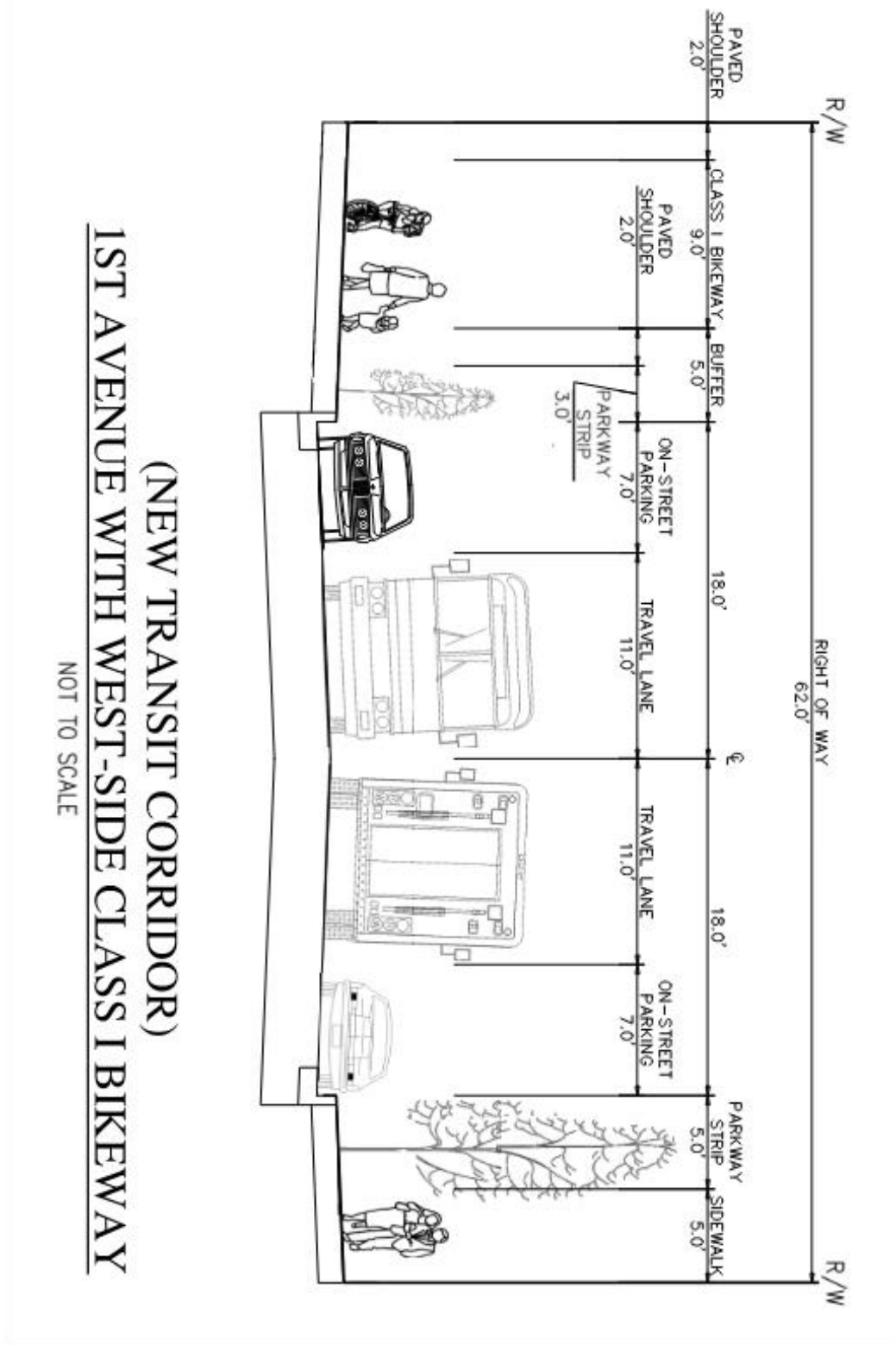
If at any point during construction, access to MST facilities must be temporarily blocked or modified, MST requests that City staff or contractors coordinate with MST prior to construction to ensure appropriate arrangements can be made for the temporary closure and restoration of MST facilities. Advanced notification should be sent to commctr@mst.org. **If you have any questions about the above, please do not hesitate to contact me at movermeyer@mst.org or 831-264-5877.**

Sincerely,

Michelle Overmeyer
Director of Planning and Innovation

CC: Liesbeth Visscher, Mayor Pro-Tem & MST Board Member
Guido F. Persicone, Marina Community Development Director

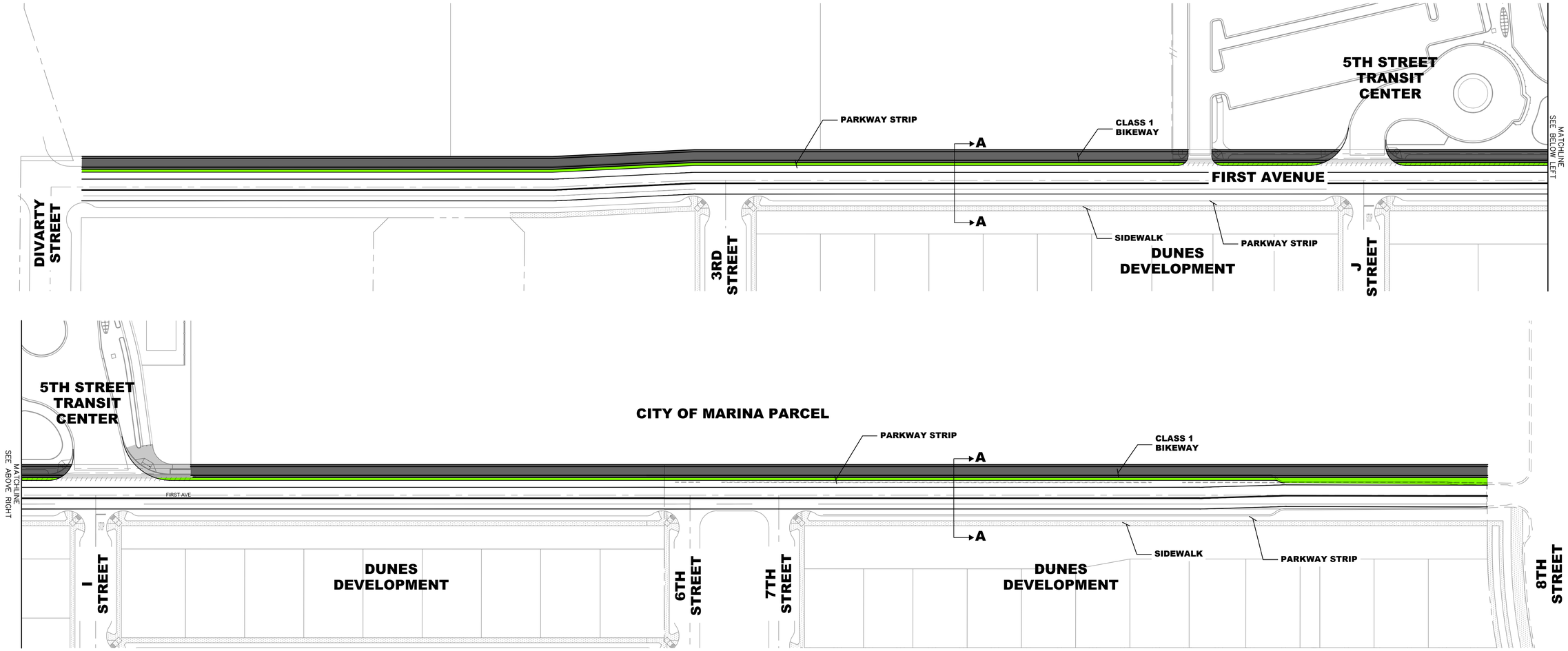
Attachment 1: 1st Avenue West Class I Bikeway

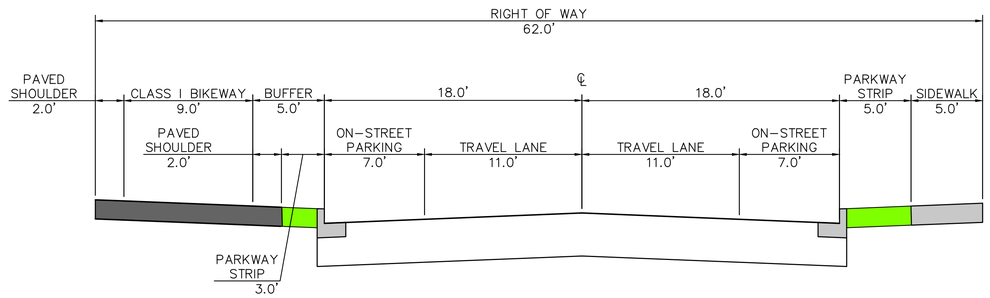


(NEW TRANSIT CORRIDOR)

1ST AVENUE WITH WEST-SIDE CLASS I BIKEWAY

NOT TO SCALE





SECTION A-A

Kimley»Horn

December 22

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

MST SURF! BRT PROJECT

1ST AVENUE WEST CLASS I BIKEWAY

RESOLUTION NO. 2026-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AN AMENDMENT TO THE SALES TAX REVENUE SHARING AGREEMENT BETWEEN THE CITY OF MARINA AND UNSTOPPABLE AUTOMOTIVE MBMCA LLC TO ASSIST WITH THE CONSTRUCTION COSTS AND SITE DEVELOPMENT OF AN AUTOMOBILE DEALERSHIP AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY.

WHEREAS, on May 20, 2025, the City Council approved a Sales Tax Revenue Sharing Agreement between the City of Marina and Unstoppable Automotive MBMCA LLC including an Economic Development Subsidy Report pursuant to Government Code Section 53803 (AB 562 Report); and,

WHEREAS, on July 18, 2025, the City Council approved an amendment to the Sales Tax Revenue Sharing Agreement allowing the dealership signage to be changed from "Mercedes-Benz of Marina" to "Mercedes-Benz of Monterey; and,

WHEREAS, there is no change in subsidy amount to the approved Sales Tax Revenue Sharing Agreement; and

WHEREAS, the amendment changes the commencement of construction date from January 1, 2026, to September 10, 2026, and changes the completion of construction from no later than fifteen (15) months after commencement of construction to no later than eighteen (18) months after commencement of construction.

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

1. Adopting Resolution No. 2026- approving an amendment to the construction timelines in the approved Sales Tax Revenue Sharing Agreement between the City of Marina and Unstoppable Automotive MBMCA LLC to assist with the construction costs and site development of an automobile dealership; and

2. Authorizing the City Manager to execute the amendment subject to review by the City Attorney.

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 21st day of April 2026 by the following vote:

AYES: COUNCIL MEMBERS: McAdams, McCarthy, Biala, Delgado, Visscher
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None

_____
Liesbeth Visscher, Mayor Pro Tem

ATTEST:

_____
Anita Sharp, Deputy City Clerk

SALES TAX REVENUE SHARING AGREEMENT

This Sales Tax Revenue Sharing Agreement (this "**Agreement**") is entered into on _____, 2025 by and between the City of Marina, a California municipal corporation (the "**City**"), and Unstoppable Automotive MBMCA LLC, a California limited liability company ("**Developer**"). The City and Developer are collectively referred to herein as the "**Parties**" and individually as a Party.

RECITALS

A. The City and Marina Community Partners ("**MCP**") entered into that certain Development Agreement dated July 8, 2005 and recorded in the Official Records of Monterey County as Document No. 2005080655 on August 5, 2005, as modified by that Administrative Modification to Development Agreement dated May 28, 2010 and that Second Administrative Modification to Development Agreement dated March 29, 2013 (collectively, the "**Development Agreement**") with regards to that certain development commonly referred to as the Dunes on Monterey Bay. The Dunes development is a mixed-use development including retail, office, hotel and residential uses.

B. MCP entered into a Disposition and Development Agreement with the former Redevelopment Agency of the City of Marina dated as of May 31, 2005 as modified by that certain Implementation Agreement Regarding University Village dated September 6, 2006 and that certain Second Implementation Agreement dated August 5, 2008, that certain Operating Agreement Clarifying and Modifying Certain Project Approvals for the Specific Plan for the Dunes on Monterey Bay dated December 17, 2019, that certain University Villages Settlement Agreement between MCP, the City of Marina and Save Our Peninsula Committee and that certain Order of The Court of Appeal dismissing appeal filed September 20, 2006 and that certain Stipulation Between Plaintiffs Monterey/Santa Cruz County Building And Construction Trades Council; International Brotherhood of Electrical Workers, Local 234; Mechanical Contractors Council of Central California and Ranae and William Gary Martin and Defendants Marina Community Partners, LLC; Shea Properties LLC; W.L. Butler Construction, Inc.; City of Marina Redevelopment Agency and Board of the City of Marina Redevelopment Agency; Cypress Marina Heights LP and East Garrison Partners I LLC and Order of Approval filed October 9, 2008 (collectively, the "**DDA**") setting forth rights, terms, conditions and requirements for the acquisition and development of certain real property described therein (the "**Site**") and referred to originally as University Villages and currently referred to as the Dunes. The City has succeeded to the former Redevelopment Agency's rights and obligations under the DDA.

C. Developer is proposing to acquire certain property consisting of a portion of the Site and more particularly described in Exhibit A attached hereto ("**Property**") upon which Developer proposes to develop and operate an approximately 60,000 square foot automobile dealership for the sale and service of Mercedes Benz automobiles and Sprinter Vans and AMG service department ("**Development**"). Developer, as a condition of acquiring the automobile dealership to be located in the Development is required by the car manufacturer to develop the Development consistent with the manufacturer's standards resulting in development costs that exceed the amount Developer can reasonably be expected to recover from operation of the Development.

D. The City has determined that the Development is an important catalyst for the continued development of the Dunes Project and that development of the Development will provide substantial direct and indirect benefits to the City and economic opportunities, including sales tax revenues, increased property tax revenues and increased jobs in the region, will enhance the City's position as a regional retail and commercial destination and serve as a catalyst for additional retail and commercial development.

E. The City has determined that the development and operation of the Development in accordance with this Agreement is in the best interest of the City and will provide significant benefits to the City and the community and therefore is willing to enter into this Agreement to provide financial assistance to the Developer in accordance with the terms and conditions set forth below and in exchange for the Developer's agreement to develop and operate the Development.

F. The City has determined that an economic development subsidy to the Developer as set forth in this Agreement is appropriate because of the costs associated with the construction of the Development, the sales tax and property tax benefits to the City, and the increased employment expected from the Development all as more specifically described in the Economic Impact Analysis attached as Exhibit C and incorporated herein.

G. City is a Charter City. The subject matter of this Agreement is a municipal affair and, therefore, except for those provisions of state law expressly adopted by City, the provisions of state law applicable to general law cities do not apply to this Agreement.

H. City Council of the City approved this Agreement on May 20, 2025 pursuant to Resolution No. 2025-48, as amended by Resolution No. 2025-83 adopted on adopted on July 18, 2025 attached as Exhibit D and incorporated herein (collectively "**City Resolutions**").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1.
DEFINITIONS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words shall have the following meanings:

(a) "Agreement" means this Sales Tax Revenue Sharing Agreement.

(b) "City" is defined in the preamble.

(c) "Conditions Precedent" means all of the following: (i) the Developer has completed the Development within the time set forth in Section 3.2 below; (ii) the Developer has submitted a cost certification pursuant to Section 3.3 below to the City that the Development Costs are not less than Forty Million Dollars ($40,000,000); and (iii) no Developer Event of Default shall have occurred.

(d) "Developer" is defined in the preamble.

(e) "Developer Event of Default" is defined in Section 4.3.

(f) "Developer Sales Tax Share" means fifty percent (50%) of the Sales Tax generated by the Development during the Term of this Agreement.

(g) "Effective Date" is defined in Section 2.1.

(h) "Fiscal Year" means the fiscal year of City beginning on July 1 and ending on June 30 of each year.

(i) "Fiscal Year Quarter" means each three month period of a Fiscal Year commencing with July 1 of each Fiscal Year.

(j) "Force Majeure Event" is defined in Section 3.8.

(k) "Indemnitees" means City and its councilmembers, officers, officials, employees, volunteers, representatives, attorneys, and consultants.

(l) "Opening" means the date that the Development opens for business for sales and services to Developer's customers during normal business hours.

(m) "Party" means either the City or Developer.

(n) "Parties" means collectively the City and Developer.

(o) "Sales Tax Law" means the Bradley-Burns Uniform Local Sales and Use Tax Law (California Revenue and Taxation Code section 7200, et seq.). If the Bradley-Burns Uniform Local Sales and Use Tax Law is further amended, terminated or rescinded, and Sales Taxes are calculated in an alternate manner or are replaced by an alternate revenue stream (i) arising from the retail sale, use or other consumption of tangible personal property from or on the Property, or (ii) designated as being a replacement for Sales Taxes previously generated by the retail sale, use or other consumption of tangible personal property on or from the Property, then "Sales Taxes" shall also mean those revenues attributable to sales, services or consumption of tangible personal property on or from the Property, collected for City in the alternate manner of calculation, so long as City receives its portion of such revenues and has the legal right under California and/or federal Law to retain and control the disposition of all of its portion thereof.

(p) "Sales Taxes" means for each Fiscal Year Quarter during the Term, that portion of taxes actually received by City from the imposition of Sales Tax Law attributable to the sales, services or business activities of Developer at the Development to the extent allocated and paid by the State Board of Equalization to City for its use, in a particular Fiscal Year Quarter. The defined term "Sales Taxes" shall not include any of the following: (i) any sales tax levied by, collected for or allocated to the State of California, the County, or any district or entity (including an allocation to a statewide or Countywide pool) other than City; (ii) any administrative fee charged by the State Board of Equalization or the County; (iii) any sales tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable Law; (iv) any sales tax (or other funds measured as sales tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/or pledged to a specific use other than for deposit into City's general fund; (v) the district sales tax imposed by the City of Marina currently set at 1.5%; (vi) any other sales tax that is imposed

within the boundaries of City and which is intended to fund a specific activity or project, rather than to be used by City as general fund revenues, or which has specific voter approved limitations on its uses. No Sales Taxes shall be considered to have been received by City until City is able to confirm the amount of City's actual receipt thereof from the State Board of Equalization.

(q) "Term" is defined in Section 2.2.

ARTICLE 2.
EFFECTIVE DATE AND TERM

Section 2.1 Effective Date. This Agreement shall take effect the date this Agreement is signed by both Parties (the "Effective Date").

Section 2.2 Term. The term of this Agreement begins on the Effective Date and ends on the later of (i) the October 1st immediately following the fifth (5th) anniversary of the Opening of the Development, subject to a year-for-year tolling in the event of a Force Majeure Event, or (ii) the date on which the Developer shall have received $5,000,000 in City Payments under this Agreement, unless terminated pursuant to the express provisions of this Agreement (the "**Term**").

ARTICLE 3.
DEVELOPER REIMBURSEMENT

Section 3.1 Payment of Development Costs. Developer shall be responsible for the payment of all costs associated with the Development, including, but not limited to costs of construction, permit and impact fees, costs of any off-site improvements required as a condition of approval of the Development and any other costs.

Section 3.2 Development. Developer shall commence construction of the Development no later than September 1, 2026, and complete construction no later than eighteen (18) months after commencement as evidenced by a certificate of occupancy or final permit sign off by the City. The time frames for commencement and completion are subject to extension pursuant to Section 3.8. The Development shall be constructed consistent with the concept design plan submitted by the Developer to the City and attached hereto as Exhibit B and any City approvals including, but not limited to the City Resolutions.

Section 3.3 Development Costs. The City payments provided herein are being provided because the costs of the Development exceed the amounts that the Developer can reasonably expect to recover from the operation of the Development. In order to verify the costs of the Development, the Developer shall provide the City within thirty (30) days of completion of construction of the Development a cost certification showing all costs associated with the acquisition, entitlement, construction and marketing of the Development, together with fixtures, furnishings and equipment, including, but not limited to all land costs, design and engineering costs, hard and soft costs, permit and impact fees and all other costs to complete the Development and open for business (collectively, "**Development Costs**"). Upon receipt of the Developer's cost certification, the City may request additional information and supporting documentation including but not limited to construction contracts, contractor payment applications, invoices and other evidence of payments. Submission of a cost certification along with such evidence as the City may require to verify costs documenting that at least Forty Million Dollars ($40,000,000) was spent on the Development Costs is a Condition Precedent to the City payments set forth in Section 3.6.

Section 3.4 Developer Annual Report. No later than sixty (60) days following the end of each Fiscal Year, commencing upon the end of the first Fiscal Year after the Opening the Developer shall provide the City with a report on the performance of the Development, including, but not limited to, annual gross sales, total number of employees as well as the total full time equivalent employees with a breakdown of the job types and the number of employees that are Marina residents. The City may from time to time request additional information to be included in the annual reports. The City shall have the right by written notice to the Developer to review Developer's books and records to confirm information provided in the annual report.

Section 3.5 City Business License. Developer shall maintain a City Business License at all times that the Development is open for business.

Section 3.6 City Payments.

(a) Subject to satisfaction of all Conditions Precedent, commencing on the date that is ninety (90) days following the end of the first full Fiscal Year Quarter after the Development Opening occurs and ninety (90) days following the end of each Fiscal Year Quarter thereafter throughout the Term, the City shall pay to Developer the Developer Sales Tax Share of the Sales Tax based on the Sales Tax actually received by the City during the immediately previous Fiscal Year Quarter, along with a certification by the City's Finance Director specifying the total amount of Sales Tax received from the operation of the Development during the previous Fiscal Year Quarter ("City Payment(s)"). Nothing contained in this Agreement shall obligate or otherwise commit the City to pay any amount to Developer unless and until the City receives the Sales Taxes attributable to sales, services or business activities of Developer at the Development.

(b) Developer shall, at the request of the City, provide the City with its Sales Tax reporting forms submitted to the State Board of Equalization to verify the Sales Tax reported to the Board of Equalization. Developer shall designate the Property as the point of sale for sales tax purposes for all goods and services sold or leased on the Property, whose sales or leases originate from the Property.

(c) Following receipt of the City's certification of the Sales Tax for the prior Fiscal Year Quarter, Developer shall review the amount of Sales Tax determined by the City's Finance Director and shall either approve or disapprove the amount within thirty (30) days of receipt. Failure to notify the City of Developer's disapproval within thirty (30) days of receipt shall be deemed Developer's approval of the City Finance Director's calculations. Any disapproval shall state in writing the reasons for disapproval and the requested changes and shall provide any additional information or documentation available to Developer to support Developer's determination of the Sales Tax. The City, upon receipt of a disapproval by Developer and the additional information, shall review all information provided by Developer and either re-determine the Sales Tax for the previous Fiscal Year Quarter or provide Developer with a statement of disagreement with regards to the Sales Tax received by the City. In the event the City and Developer cannot agree on any item of the certification, the City and Developer shall submit the item mediation pursuant to Section 4.5 below.

Section 3.7 Failure to Operate. If the Development ceases to operate for a period of sixty (60) consecutive days absent a Force Majeure Event, the City shall have the right to terminate this Agreement, and the City shall have no obligation to make any further payments to Developer. Any expansion, renovation, repair or restoration of damage by Developer shall not be deemed a discontinuance of operations under this Section.

Section 3.8 Force Majeure. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; riots; pandemics, floods; earthquakes; fires; or casualties (a "**Force Majeure Event**"). An extension of time for Force Majeure Event shall only be for the period of the enforced delay, which period shall commence to run from the time of the notification of the delay by the Party requesting the extension to the other Party. The Party requesting an extension of time under this Section 3.8 shall give notice promptly following knowledge of the delay to the other Party. If, however, notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after knowledge of the commencement of the delay, the period shall commence to run upon the earliest of (i) thirty (30) days prior to the giving of such notice; (ii) the date that the other Party received knowledge of the events giving rise to the delay or (iii) if the Force Majeure Event is one that results in the temporary closure of the Developer Store, the date of such closure.

Section 3.9 Limited City Obligation. The obligations arising from this Agreement are not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its monies, income, receipts, or revenues, except the revenues from the Sales Tax as provided herein. Neither the general nor any other fund of the City shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. Nothing herein shall provide Developer any right to compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement. The obligations created by this Agreement do not create an immediate indebtedness of the City, but rather create a liability only when a payment becomes due hereunder.

ARTICLE 4.
DEFAULT AND REMEDIES

Section 4.1 Application of Remedies. The provisions of this Article shall govern the Parties' remedies for breach of this Agreement.

Section 4.2 Fault of City.

(a) Event of Default. Following notice and opportunity to cure as set forth in subsection (b) below, each of the following events constitutes a "**City Event of Default**" and a basis for Developer to take action against the City:

(i) The City fails to make any payment to Developer when required under this Agreement.

(ii) The City breaches any other material provision of this Agreement.

(b) Notice and Cure Procedure. Upon the occurrence of any of the above-described events, Developer shall first notify the City in writing of its purported breach or failure, giving the City thirty (30) days from receipt of such notice to cure such breach or failure. In the event the City does not then cure the default within such thirty (30)-day period (or, if the default is not reasonably susceptible of cure within such thirty (30)-day period, the City fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then Developer shall be entitled to pursue any or both of the following remedies: (1) terminating this Agreement by written notice to the City; and (2) exercising its remedies as provided in Section 4.4. If Developer elects to terminate this Agreement, the provisions of this Agreement that are specified to survive such termination shall remain in full force and effect.

Section 4.3 Fault of Developer.

(a) Event of Default. Following notice and opportunity to cure as set forth in subsection (b) below, each of the following events constitutes a "**Developer Event of Default**" and a basis for the City to take action against Developer:

(i) Developer fails to construct the Development or fails to Open the Development.

(ii) Developer fails to maintain a valid City Business License or fails to comply with any other material City laws or regulations.

(iii) Developer: (1) files for bankruptcy, dissolution, or reorganization, or fails to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after the filing; (2) makes a general assignment for the benefit of creditors; (3) applies for the appointment of a receiver, trustee, custodian, or liquidator, or fails to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (4) becomes insolvent; or (5) fails, is unable or admits in writing to its inability to pay its debts as they become due.

(iv) Developer breaches any other material provision of this Agreement.

(b) Notice and Cure Procedure. Upon the happening of any of the above-described events the City shall first notify Developer in writing of its purported breach or failure, giving Developer thirty (30) days from receipt of such notice to cure such breach or failure. If Developer does not cure the default within such thirty (30)-day period (or if the default is not reasonably susceptible of being cured within such thirty (30)-day period, Developer fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then the City shall be entitled to pursue any or both of the following remedies: (1) terminating this Agreement by written notice to Developer; (2) exercising its remedies pursuant to Section 4.4. If the City elects to terminate this Agreement, the provisions of this Agreement that are specified to survive such termination shall remain in full force and effect.

Section 4.4 Remedies.

(a) Either Party may, in addition to any other rights or remedies that it may have available in law or equity (excluding punitive damages and consequential damages), institute legal action to cure, correct, or remedy any default by the other Party to this Agreement, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation hereunder or to seek specific performance. For purposes of instituting a legal action under this Agreement, any City Council determination under this Agreement as it relates to an alleged default hereunder shall be deemed a final agency action. Developer acknowledges that it may not collect for future years based on a current or prior default, and that the City's obligation to pay with respect to any Fiscal Year Quarter is contingent upon receipt of Sales Taxes for that Fiscal Year Quarter and dependent upon the amount of those Sales Taxes and fees for determination of the amount to be paid.

(b) The Parties hereby acknowledge and agree that it is a material part of Developer's consideration to City that Developer, on the one hand, and the City, on the other hand, for themselves, their successors and assignees, hereby release one another's officers, trustees, directors, agents and employees from any and all claims, demands, actions, or suits of any kind or

nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments of the United States Constitution, or any other law or ordinance which seeks to impose any money damages, whatsoever because of the terms of this Agreement, or because of the manner of implementation or performance of this Agreement.

Section 4.5 Mediation. If Developer and City have any disputes relating to this Agreement, the Sales Tax amount, each Party's respective performance or obligations hereunder or a notice of default has been issued, then, upon the written request of either Party given within ten (10) days after written notice of the dispute or the notice of default, as applicable, the issue shall be submitted to nonbinding mediation with a neutral mediator selected by mutual agreement of the Parties. Failure of either Party to timely request mediation shall be deemed a waiver of the mediation process. The mediator shall be selected and the mediation scheduled as soon as is reasonably practicable. The cost of mediation shall be borne equally by the Parties. At the mediation meeting, the mediator shall attempt to bring the Parties together to close the gap between their respective positions, in an effort to settle the dispute or claim, without deciding the matter for the Parties.

ARTICLE 5.
GENERAL PROVISIONS.

Section 5.1 General Indemnity. Developer shall indemnify, defend (with counsel approved by the City) and hold harmless the City, Councilmembers, officials, employees, agents, consultants, and contractors (collectively, the "**Indemnitees**") from and against any and all liabilities, losses, costs, expenses (including without limitation attorneys' fees and costs of litigation), claims, demands, actions, suits, causes of action, writs, judicial or administrative proceedings, penalties, deficiencies, fines, orders, judgments and damages (all of the foregoing collectively "**Claims**") which in any manner, directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with this Agreement, including the negligent or wrongful performance of this Agreement by Developer or any contractor or subcontractor of Developer. This indemnity includes the fees and costs reasonably incurred by the City by its own in-house or special counsel retained to protect the City's interests. Each Party is entitled to legal counsel of its choice, at Developer's expense. The Parties and their respective counsel shall cooperate with each other in the defense of any such actions, including in any settlement negotiations. If a court in any such action awards any form of money damages to such third party, or any attorneys' fees and costs to such third party, Developer shall bear full and complete responsibility to comply with the requirements of such award, and hereby agrees to timely pay all fees and costs on behalf of City. This indemnity obligation shall not extend to any claim to the extent arising solely from the City's gross negligence or the City's failure to perform its obligations under this Agreement, and shall survive termination of this Agreement.

Section 5.2 Challenges to Agreement. Developer hereby agrees to defend (with counsel approved by the City), indemnify, protect and hold harmless the Indemnitees from any costs, losses, damages, claims including reasonable attorneys' fees and costs, resulting from any challenges brought by any third parties to the City's authority to enter into this Agreement or to make the payments provided for herein. In the event of any such third-party challenge, the Parties shall meet and confer on the defense of such litigation; and Developer may elect, in Developer's sole discretion, in lieu of defending (or continuing to defend) against such third-party challenge, to terminate this Agreement.

Section 5.3 Notices, Demands and Communications. Any approval, disapproval, demand, document or other notice to be provided under this Agreement shall be given in writing and shall be

sent (i) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (ii) by first-class United States mail, postage prepaid, return receipt requested; or (iii) by a nationally recognized overnight courier service, marked for next day business delivery. All notices shall be addressed to the Party to whom such notice is to be given at the address stated in this Section 5.2 or to such other address as a Party may designate by written notice to the other; notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party.

City Notice Address:

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

With copies to:

City of Marina
c/o Shute, Mihaly & Weinberger, LLP
550 California Street, Suite 1200
San Francisco, CA 94104
Attn: City Attorney

Developer Notice Address:

Unstoppable Automotive MBMCA LLC
40910 Temecula Center Dr
Temecula, CA 92591
Attn; Garth Blumenthal
Email: garth@unstoppablegroup.com

With a copy to:

Tribune Law Firm, LLP
601 University Ave, Suite 288
Sacramento, CA 95825
Attn: Sylvia Arostegui
Email: sylvia@tribunelaw.com

All notices shall be deemed effective on the earliest of (a) actual receipt; (b) rejection of delivery; (c) if sent by first class mail, the third day on which regular United States mail delivery service is provided after the day of mailing or; (d) if sent by overnight delivery service, on the next day on which such service makes next-business-day deliveries after the day of sending.

Section 5.4 No Assignment. Developer may not assign any of its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld or granted in its sole discretion. Notwithstanding the foregoing, Developer shall have the right to assign its rights without the prior written consent of the City in connection with the following: (i) any assignment to an affiliate or related party, or (ii) any assignment for financing purposes or for collateral purposes,

provided that prior to any such assignment, the Developer shall provide the City with notice of such assignment and a signed assignment agreement.

Section 5.5 No Joint Venture. It is expressly agreed that City is not, in any way or for any purpose, a partner of Developer or any of Developer's partners, officers, members, directors, shareholders, principals, agents, employees, contractors or subcontractors, or its or their successors or assigns (each, a "**Developer Party**") in the conduct of its or their business or a member of a joint enterprise with Developer or any Developer Party. Neither City nor Developer shall be deemed or construed for any purpose to be the agent of the other, and City does not assume any responsibility for Developer or any Developer Party's conduct or performance of this Agreement.

Section 5.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 5.7 No Waiver. A waiver by either Party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

Section 5.8 Modifications. Any alteration, change, amendment or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

Section 5.9 Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by Law.

Section 5.10 Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or its officers, officials, agents, employees, volunteers, representatives, attorneys, or consultants, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

Section 5.11 Cooperation. Each Party agrees to cooperate with the other in this transaction and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

Section 5.12 Conflicts of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

Section 5.13 Applicable Law. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

Section 5.14 No Third-party Beneficiaries. There are no third-party beneficiaries to this Agreement.

Section 5.15 Interpretation. The captions preceding the sections of this Agreement have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement. Provisions in this Agreement relating to number of days shall be calendar days. Use of the word "including" means "including, without limitation." As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The recitals to this Agreement and all exhibits attached hereto are incorporated by reference, as though fully restated herein.

Section 5.16 Time of Essence. Time is of the essence with respect to all obligations of Developer under this Agreement.

Section 5.17 City Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of City unless specifically provided otherwise or the context should require otherwise.

Section 5.18 Attorneys' Fees. In the event that either Party to this Agreement brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief or for an alleged breach or default of this Agreement, or in any other action arising out of this Agreement or the transactions contemplated by this Agreement, the predominantly prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

Section 5.19 Land Use Entitlements and Permits. The execution of this Agreement does not constitute the grant of any required land use entitlement or permit, and all land use entitlements and permits contemplated by this Agreement and required from the City, shall be granted, denied, or conditionally granted in accordance with the City's established procedures and in compliance with all applicable laws, rules, regulations and requirements including but not limited to the requirements of CEQA and the CEQA Guidelines. Notwithstanding any language in this Agreement that may be construed to the contrary, the City retains its full discretion to grant, deny or conditionally grant any and all entitlements or permits sought by Developer for the Development, and such discretion includes but is not limited to the discretion to exercise its independent judgment and impose on such approvals all mitigation measures and conditions that City determines are required or appropriate under CEQA and the CEQA Guidelines. No action by Developer or the City with reference to this Agreement shall be deemed a representation or warranty to Developer, or to any other person or entity, that the City will issue or approve any entitlements or permits, nor constitute a waiver of any state or City requirements that are applicable to the Development.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF MARINA, a municipal corporation

By: _____
Layne Long, City Manager

Approved as to form:

By: _____
René Ortega, City Attorney

UNSTOPPABLE AUTOMOTIVE MBMCA LLC, a California limited liability company

By: _____
Garth Blumenthal, Manager

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

CONCEPT DESIGN

EXHIBIT C

ECONOMIC IMPACT ANALYSIS

CITY OF MARINA
ECONOMIC DEVELOPMENT SUBSIDY REPORT PURSUANT TO GOVERNMENT CODE SECTION 53803 (AB 562 REPORT)

MARINA CITY COUNCIL PUBLIC HEARING
MAY 20, 2025

Legislative Intent

With the adoption of Assembly Bill 562 in 2013, now codified as California Government Code Section 53083, the California Legislature recognized the authority of local officials to use their regulatory powers, direct spending, and tax policies to influence where, when, and how the private sector invests capital and improves real property. The Legislature also intended to promote transparency and accountability in economic development subsidies, similar to annual financial reporting and local fiscal decisions. The legislation requires that subsidies to local businesses in the amount of $100,000 or more – those intended to increase employment, enhance the local tax base, and attract or retain desirable businesses – be detailed in a written report and placed on an agenda for a public hearing at a regularly scheduled meeting. The City of Marina has determined that the development of the proposed Mercedes-Benz automobile dealership in Marina will provide substantial fiscal and economic benefits to Marina and the broader region, including sales tax revenues and new jobs. It will enhance the City's position as a regional retail and commercial destination and will serve as a catalyst for additional new development. Because of these benefits and the consideration that the cost of developing the new dealership consistent with the manufacturer's standards will exceed the amount that the dealership's owner can reasonably be expected to recover from the operation of the dealership, the City intends to provide a financial subsidy to the owner of the dealership. The terms of the tax sharing agreement are detailed in the proposed "Sales Tax Revenue Sharing Agreement" between the City of Marina ("City") and the owner of the dealership (Developer). This report is intended to satisfy the requirements of Government Code 53083, and is being made available to the public prior to consideration of the proposed Agreement and authorization of the economic development subsidy.

Legal Requirements

In accordance with Government Code Section 53083, the following elements must be addressed in written form, and be made available to the public (including posting on the City's website) prior to the approval of the proposed economic development subsidy:

1) The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable.

2) The start and end dates and schedule, if applicable, for the economic development subsidy.

3) A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy.

4) A statement of the public purposes for the economic development subsidy.

5) Projected tax revenue to the local agency as a result of the economic development subsidy.

6) Estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.

Proposed Agreement

The City of Marina, in an effort to generate additional sales tax revenue, create additional local jobs, and enhance economic vitality, proposes to provide the type of subsidy included in Government Code Section 53083. The City and Developer intend to enter into a Sales Tax Revenue Sharing Agreement (Agreement). Under the terms of the Agreement, the Developer will purchase a development site within the Dunes project at the former Fort on which it will develop an approximate 60,000 square foot Dealership in accordance with all design and quality requirements stipulated by Mercedes Benz USA. Under the terms of the Agreement, the payment of the subsidy to the Developer is conditioned on:

1. The Developer will privately fund all development costs including City building permit and development impact fees and provide documentation demonstrating that expended development costs exceed $40 million; and
2. The Developer shall commence construction of the Dealership by no later than January 1, 2026, and subject to Force Majeure, complete construction no later than fifteen (15) months after commencement.

The City will provide Subsidy Payments "[1] to the Developer equal to 50% of the actual amount of annual sales tax revenues that the City receives from the application of the 1% Bradley-Burns Uniform Local Sales Tax Rate ("1% Sale Tax") to the actual annual amount of taxable sales that the Dealership generates until the earlier of: a) the date that the cumulative total of Subsidy Payments to the Developer equals $5 million; or b) the Agreement terminates due to non-performance terms provided in the Agreement.

[1] Subsidy Payments will be made on a quarterly basis.

Financial Feasibility Analysis and Project's Need for a Subsidy

While not required by California Government Code Section 53083, the amount of the City subsidy has been determined based on an analysis of the development economics of the Marina Dealership, including the cost to develop the new 59,000 square foot facility, annual debt service costs, projected sales volume of the Dealership, and the automobile industry standard relationship between debt service costs and dealership sales volume for luxury dealerships. The cost to develop the Dealership is anticipated to exceed $40 million, which is unusually high due to the impact fees and prevailing wage requirements that apply to all development at the former Fort Ord and the high design standards required by Mercedes-Benz of USA. Without the subsidy from the City, the cost of developing the Dealership exceeds the amount that the Developer can reasonably expect to recover from the operation of the Dealership. The tax sharing subsidy has been sized to effectively reduce debt service costs, so that the Dealership's debt service costs as a percent of revenues is more aligned with the industry standard for automobile dealerships in the United States.

1. ***The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy.***

   The Agreement is with Unstoppable Automotive MBMCA LLC, which is the sole beneficiary of the economic development subsidy.

   Unstoppable Automotive MBMCA LLC
   40910 Temecula Center Drive
   Temecula, CA 92591

2. ***The start and end dates and schedule, if applicable, for the economic development subsidy.***

   Quarterly Subsidy Payments from the City to the Developer will commence ninety days from the date that the City receives its first quarterly sales tax payment from the State of California of sales tax generated by the Dealership. Quarterly Subsidy Payments will end on the date that cumulative Quarterly Subsidy payments made to the Developer equals $5 million.

3. ***A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy.***

   The economic development subsidy shall be in the form of the City sharing 50% of the amount of sales tax revenue that the City actually receives from the application of the 1% Tax Rate to the actual amount of taxable sales generated by the Dealership until the cumulative total of Subsidy Payments to the Developer equals $5 million. It is estimated that the cumulative total

of Subsidy Payments paid to the Developer will equal $5 million during the Dealership's 7th operating year.

	Projected Subsidy/Sales Tax Revenue Sharing Payments from City to Developer, with Cumulative Total to Not Exceed $5,000,000 (rounded to nearest $1,000)
1st 12-month Operating Year	$468,000
2nd Operating Year	$562,000
3rd Operating Year	$674,000
4th Operating Year	$809,000
5th Operating Year	$970,000
6th Operating Year	$1,116,000
7th Operating Year	$401,000
Cumulative 7-Yr. Total	$5,000,000

4. ***A statement of the public purposes for the economic development subsidy.***

The proposed Agreement is consistent with City's economic development goals and objectives. Specifically, the following public purposes are achieved:

- The City has determined that the Dealership is an important catalyst for the continued development of the Dunes Project and that the Dealership will provide substantial direct and indirect benefits to the City and economic opportunities, including sales tax revenues, increased property tax revenues, and increased jobs in the region. It will enhance the City's position as a regional retail and commercial destination and serve as a catalyst for additional retail and commercial development.

- The tax revenues to be generated by the Dealership to the City will be used to fund City services, from public safety to operating recreational facilities and programs.

- The Dealership will diversify the City of Marina's economic base by being the City's first automobile dealership to sell new vehicles. The Dealership will sell and provide service for Mercedes-Benz ICE passenger cars, EQ electric vehicles, Sprinter ICE commercial vans, and E-Sprinter electric commercial vans. The dealership will also be one of only fifty Mercedes-Benz dealerships in the Country that will receive an allocation of Mercedes-Benz AMG model vehicles. By being the first luxury automotive franchise in Marina, it also has the potential to attract other luxury franchises and new businesses to Marina.

- The Dealership will attract customers from a large geographic area, extending from Santa Cruz to the North, Fresno to the East, and Carmel to the South. The

customers will be introduced to Marina's world-class recreational areas as well as shopping and dining opportunities and new residential offerings at the Dunes.

5. ***The projected tax revenue to the local agency as a result of the economic development subsidy.***

The dealership will generate significant annual tax revenue to the City of Marina. As shown in the following chart, total taxable revenues to be directly generated by the Dealership are anticipated to total $882,000 during the first operating year and increase to $3.20 million by the seventh operating year. Cumulate tax revenues generated during the Dealership's first seven operating years to the City of Marina net of the subsidy payments to the Developer are estimated to approximate $11.64 million.

Projected Tax Revenues to be Generated by Mercedes-Benz Dealership to the City of Marina

12-Month Operating Year of Dealership	1% Base Sales Tax Levy (Apply to Total Taxable Sales), Net of 50% share to Developer	Measure N 1.5% Tax (Apply to Parts Sales)	Gross Receipts Tax (.2% of Gross Receipts)	VLF Property Tax Revenue	Total New Annual Direct City Tax Revenues
1st Year	$468,000	$145,000	$203,000	$66,000	**$882,000**
2nd Year	$562,000	$174,000	$244,000	$67,000	**$1,047,000**
3rd Year	$674,000	$209,000	$293,000	$69,000	**$1,245,000**
4th Year	$809,000	$251,000	$352,000	$70,000	**$1,482,000**
5th Year	$970,000	$301,000	$422,000	$71,000	**$1,764,000**
6th Year	$1,116,000	$346,000	$485,000	$73,000	**$2,020,000**
7th Year	$2,165,000	$398,000	$558,000	74,000	**$3,195,000**
Cumulative 7-Year Total	$6,764,000	$ 1,824,000	$2,557,000	$490,000	**$11,635,000**

Marina's 1.5% Measure N Tax will also apply to the sale of automobiles. However, this tax revenue is received by the buyer's jurisdiction of residence. Given that Marina represents a relatively small fraction of the population within the Dealership's trade area, for purposes of this analysis, Measure N revenues from the sale of automobiles have not been included in the calculation of projection tax revenues to Marina.

The Dealership's sales are also anticipated to increase the City's share of the County-wide pool of sales/use tax revenue generated by on-line sales. It is estimated that Marina could annually receive an additional $100,000 to over $400,000 of revenue from the Count-pool of sales/use tax. The actual amount to be generated will be driven by several factors, including the size of the County-wide pool of tax revenue and the relative amount of taxable sales generated by each jurisdiction within the County.

6. ***The estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.***

   The Dealership anticipates employing 80 full-time employees during the first operating year and increasing employment annually as sales grow; the Dealership expects to employ over 150 full-time employees by its fifth operating year due to the projected increase in sales volumes.

EXHIBIT D

CITY COUNCIL RESOUTION NO. 2025-48 and 2025-83

RESOLUTION NO. 2025-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A SALES TAX REVENUE SHARING AGREEMENT BETWEEN THE CITY OF MARINA AND UNSTOPPABLE AUTOMOTIVE MBMCA LLC TO ASSIST WITH THE CONSTRUCTION COSTS AND SITE DEVELOPMENT OF AN AUTOMOBILE DEALERSHIP; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY

WHEREAS, the City desires to encourage private investment and economic development within the City's commercial areas; and

WHEREAS, the Unstoppable Automotive MBMCA LLC (Developer) proposes to construct and operate a new Mercedes-Benz automotive dealership located in the Dunes development within the City of Marina; and

WHEREAS the project involves a capital investment estimated at over $40 million dollars, which includes land purchase, site development, construction of facilities and equipment; and

WHEREAS, the dealership is anticipated to generate substantial local sales tax revenue and other direct tax revenue for the City and create quality jobs; and

WHEREAS, in consideration of the Developer's significant capital investment and contribution to the City's economic base, the City agrees to rebate 50% of its local (1%) sales tax revenue for five years to support the financial feasibility of the project.

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

1. Approve the sales tax revenue sharing agreement between the City of Marina and Unstoppable Automotive MBMCA LLC to assist in covering high site development and construction costs associated with developing a Mercedes-Benz automobile dealership in Marina, with the following conditions:
   a. The City Council shall have final approval after review from the Tree Committee and the Planning Commission for Site Plan and Architectural Design Review;
   b. That the dealership produce an accurate computer simulation video prior to Planning Commission review;
   c. That any gateway sign be consistent with City monument design requirements and that any dealership signage refer to "Mercedes of Marina";
   d. That the proposed lighting for the dealership site minimizes impact to the night sky;
   e. To consider future specific agreement amendments subject to mutual agreement by City and Developer; and
   f. Implement preference for local hires when feasible.
2. Authorize the City Manager to execute the agreement subject to final review by the City Attorney, and:
3. Authorize the Finance Director to make the necessary budgetary and accounting entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on May 20, 2025, by the following vote:

AYES: COUNCIL MEMBERS: McAdams, McCarthy, Biala Delgado, Visscher
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

RESOLUTION NO. 2025-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AN AMENDMENT TO THE SALES TAX REVENUE SHARING AGREEMENT BETWEEN THE CITY OF MARINA AND UNSTOPPABLE AUTOMOTIVE MBMCA LLC TO ASSIST WITH THE CONSTRUCTION COSTS AND SITE DEVELOPMENT OF AN AUTOMOBILE DEALERSHIP; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY

WHEREAS, the City on May 20, 2025, approved a sales tax revenue sharing agreement with the Unstoppable Automotive MBMCA LLC;

WHEREAS, the Unstoppable Automotive MBMCA LLC proposes to change one of the conditions changing the name from Mercedes-Benz of Marina to Mercedes-Benz of Monterey.

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

1. Approve amending the sales tax revenue sharing agreement between the City of Marina and Unstoppable Automotive MBMCA LLC to change the dealership name from Mercedes-Benz of Marina to Mercedes-Benz of Monterey
2. Clarification on the Gateway Sign:
    a. Consistent with city monument design requirements to say "City of Marina";
    b. Designed, constructed and maintenance to be paid for by developer; and
    c. To exist in perpetuity.
3. That the two parties discuss revenue sharing/contribution by developer to City at some future point in time, like the 10-year or 15-year mark, once Mercedes-Benz is established and doing well.
4. All other conditions of approval of May 20, 2025, to remain the same.
5. Authorize the City Manager to execute the amendment subject to final review by the City Attorney, and:

PASSED AND ADOPTED by the City Council of the City of Marina at a special meeting duly held on July 18, 2025, by the following vote:

AYES: COUNCIL MEMBERS: McCarthy, Biala, Visscher, Delgado
NOES: COUNCIL MEMBERS: McAdams
ABSENT: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

April 15, 2026 Item No. **13d**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 21, 2026

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2026- , APPROVING AN AMENDMENT TO THE SALES TAX REVENUE SHARING AGREEMENT BETWEEN THE CITY OF MARINA AND UNSTOPPABLE AUTOMOTIVE MBMCA LLC TO ASSIST WITH THE CONSTRUCTION COSTS AND SITE DEVELOPMENT OF AN AUTOMOBILE DEALERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY.

REQUEST:

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

1. Approving an amendment to the Sales Tax Revenue Sharing Agreement between the City of Marina and Unstoppable Automotive MBMCA LLC to assist in covering high site development and construction costs associated with developing a Mercedes-Benz automobile dealership in Marina, and;

2. Authorizing the City Manager to execute the amendment subject to review by the City Attorney.

BACKGROUND:

At the May 20,2025 City Council meeting, the City Council adopted Resolution No. 2025-48 approving with conditions a Sales Tax Revenue Sharing Agreement with the Unstoppable Automotive MBMCA LLC ("Agreement") group to assist in covering the high site development and construction costs associated with developing a Mercedes-Benz automobile dealership in Marina. On July 18, 2025, the City Council adopted Resolution No. 2025-83, approving an amendment to the Agreement, with conditions.

The Agreement provides a $5 million dollar incentive achieved by a 50% rebate from the sales tax received by the City of Marina based on a 1 percent sales tax. It is estimated that it will take approximately seven years to meet the $5 million dollar incentive cap. The Economic Development Subsidy Report prepared by Keyser Marston, Exhibit C to the approved Agreement, shows that the dealership will generate significant annual tax revenue to the City of Marina and that the cumulative tax revenues generated during the dealership's first seven operating years to the City of Marina net of the subsidy payments to the dealership are estimated to be approximately $11.64 million dollars. Once the incentive sharing agreement cap is reached, the City's estimated annual direct tax revenue will be approximately $3,195,000.

ANALYSIS:

The Sales Tax Revenue Sharing Agreement requires that the developer shall commence construction of the development no later than January 1, 2026, and complete construction no later than fifteen (15) months after commencement as evidenced by a certificate of occupancy or final permit sign off by the City.

Due to delays in getting final approval from Mercedes-Benz USA, securing financing, impacts from tariffs and other economic changes and delays in getting final architectural designs completed, the dealership could not begin construction by January 1, 2026. The dealership is requesting a minor amendment to the Section 3.2 of the Agreement to amend the construction start date and completion. That provision will be amended to state: "Developer shall commence construction of the Development no later than **September 10, 2026**, and complete construction no later than **eighteen (18) months** after commencement as evidenced by a certificate of occupancy or final permit sign off by the City." There are no other changes to the Agreement, nor the amount of the subsidy.

The developers' site plan and design review permit will be going before the Planning Commission on April 23, 2026, and as requested by the City Council final approval will come to the City Council which we expect will be at the May 5th or May 19th City Council meeting.

FISCAL IMPACT

There is no change in subsidy from the approved Sales Tax Revenue Sharing Agreement. First year direct new tax revenue is estimated to be $882,000. Cumulative tax revenue to the City over seven years, is estimated to be $11,635,000.

CONCLUSION:

This request is submitted for City Council consideration and approval.

Respectfully submitted,

_____

Layne Long
City Manager
City of Marina

Attachments:
Exhibit A – Amended Sales Tax Revenue Sharing Agreement

RESOLUTION NO. 2025-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AN AMENDMENT TO THE SALES TAX REVENUE SHARING AGREEMENT BETWEEN THE CITY OF MARINA AND UNSTOPPABLE AUTOMOTIVE MBMCA LLC TO ASSIST WITH THE CONSTRUCTION COSTS AND SITE DEVELOPMENT OF AN AUTOMOBILE DEALERSHIP; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY

WHEREAS, the City on May 20, 2025, approved a sales tax revenue sharing agreement with the Unstoppable Automotive MBMCA LLC;

WHEREAS, the Unstoppable Automotive MBMCA LLC proposes to change one of the conditions changing the name from Mercedes-Benz of Marina to Mercedes-Benz of Monterey.

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

1. Approve amending the sales tax revenue sharing agreement between the City of Marina and Unstoppable Automotive MBMCA LLC to change the dealership name from Mercedes-Benz of Marina to Mercedes-Benz of Monterey
2. Clarification on the Gateway Sign:
    a. Consistent with city monument design requirements to say "City of Marina";
    b. Designed, constructed and maintenance to be paid for by developer; and
    c. To exist in perpetuity.
3. That the two parties discuss revenue sharing/contribution by developer to City at some future point in time, like the 10-year or 15-year mark, once Mercedes-Benz is established and doing well.
4. All other conditions of approval of May 20, 2025, to remain the same.
5. Authorize the City Manager to execute the amendment subject to final review by the City Attorney, and:

PASSED AND ADOPTED by the City Council of the City of Marina at a special meeting duly held on July 18, 2025, by the following vote:

AYES: COUNCIL MEMBERS: McCarthy, Biala, Visscher, Delgado
NOES: COUNCIL MEMBERS: McAdams
ABSENT: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

RESOLUTION NO. 2025-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A SALES TAX REVENUE SHARING AGREEMENT BETWEEN THE CITY OF MARINA AND UNSTOPPABLE AUTOMOTIVE MBMCA LLC TO ASSIST WITH THE CONSTRUCTION COSTS AND SITE DEVELOPMENT OF AN AUTOMOBILE DEALERSHIP; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY

WHEREAS, the City desires to encourage private investment and economic development within the City's commercial areas; and

WHEREAS, the Unstoppable Automotive MBMCA LLC (Developer) proposes to construct and operate a new Mercedes-Benz automotive dealership located in the Dunes development within the City of Marina; and

WHEREAS the project involves a capital investment estimated at over $40 million dollars, which includes land purchase, site development, construction of facilities and equipment; and

WHEREAS, the dealership is anticipated to generate substantial local sales tax revenue and other direct tax revenue for the City and create quality jobs; and

WHEREAS, in consideration of the Developer's significant capital investment and contribution to the City's economic base, the City agrees to rebate 50% of its local (1%) sales tax revenue for five years to support the financial feasibility of the project.

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

1. Approve the sales tax revenue sharing agreement between the City of Marina and Unstoppable Automotive MBMCA LLC to assist in covering high site development and construction costs associated with developing a Mercedes-Benz automobile dealership in Marina, with the following conditions:
    a. The City Council shall have final approval after review from the Tree Committee and the Planning Commission for Site Plan and Architectural Design Review;
    b. That the dealership produces an accurate computer simulation video prior to Planning Commission review;
    c. That any gateway sign be consistent with City monument design requirements and that any dealership signage refer to "Mercedes of Marina";
    d. That the proposed lighting for the dealership site minimizes impact to the night sky;
    e. To consider future specific agreement amendments subject to mutual agreement by City and Developer; and
    f. Implement preference for local hires when feasible.
2. Authorize the City Manager to execute the agreement subject to final review by the City Attorney, and:
3. Authorize the Finance Director to make the necessary budgetary and accounting entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on May 20, 2025, by the following vote:

AYES: COUNCIL MEMBERS: McAdams, McCarthy, Biala Delgado, Visscher
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None

_____
Liesbeth Visscher, Mayor Pro Tem

ATTEST:

_____
Anita Sharp, Deputy City Clerk

SUPPLEMENTAL REPORT

May 20, 2025 Item No: **13a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

SUPPLEMENTAL STAFF REPORT TO ITEM 13A: CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-, APPROVING A SALES TAX REVENUE SHARING AGREEMENT BETWEEN CITY OF MARINA AND UNSTOPPABLE AUTOMOTIVE MBMCA LLC TO ASSIST WITH THE CONSTRUCTION COSTS AND SITE DEVELOPMENT OF AN AUTOMOBILE DEALERSHIP; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY.

ANALYSIS:

The Unstoppable Group, LLC has approached the City to revise the terms of the draft tax sharing agreement to provide for a firm incentive of $5 million dollars, rather than $5 million dollars over a 5-year period. The original discussions with staff revolved around providing an incentive of $5 million dollars within a 5-year period. However, there appears to have been an assumption by the Unstoppable Group that a $5 million dollar incentive would be achievable in 5-years, based on the assumption that there would be a 50% rebate from the sales tax received based on a 1 ½ percent sales tax. The 1 ½ percent sales tax they were looking at is the additional 1 ½ percent tax approved by the voters and would not be subject to the tax sharing agreement. The City's base tax rate, which is 1 percent, would be applicable to the sharing agreement. Applying the City's 1 percent sales tax to expected sales over the 5-year period as provided in the agreement resulted in a $3.48 million dollar estimated incentive, less than the $5 million initial incentive proposed by the Unstoppable Group.

As a result of this request, City staff worked with its consultant to determine whether extending the 5-year cap to a $5 million dollar cap would still make financial sense to the City. The attached revised Economic Development Subsidy Report shows that to meet the $5 million cap, the cost-sharing time period would need to be extended from five to seven years. The report shows that the City will receive an estimated $11,635,000 over the 7-year period. Once the incentive sharing agreement is over in year seven, the city's estimated annual direct tax revenue will be $3,195,000.

In addition to clarifying the original intent of staff and the Unstoppable Group with respect to the incentive in the tax sharing arrangement, a couple of other clarifications were requested, including by staff:

- Fixing title of the Agreement
- Providing for quarterly payments to the Unstoppable Group; and
- Designating the property in the City of Marina as the point of sale for any internet sales.

A revised economic development subsidy report and agreement are attached to this supplemental report for Council consideration.

FISCAL IMPACT:

First year direct new tax revenue to the City will be $882,000. Cumulative over seven years, the new direct tax annual revenue will be $11,635,000. The revenue will go to the General Fund. Additionally, the City's portion of the Monterey County pooled sales tax could increase an additional $100,000 to $400,000.

CONCLUSION

This request is submitted for City Council consideration and direction.

Respectfully submitted,

_____

Layne Long
City Manager
City of Marina

May 15, 2025 Item No: **13a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-, APPROVING A SALES TAX REVENUE SHARING AGREEMENT BETWEEN CITY OF MARINA AND UNSTOPPABLE AUTOMOTIVE MBMCA LLC TO ASSIST WITH THE CONSTRUCTION COSTS AND SITE DEVELOPMENT OF AN AUTOMOBILE DEALERSHIP, AND; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY.

REQUEST:
It is requested that the City Council consider:

1. Adopting Resolution No. 2025-, approving a sales tax revenue sharing agreement between the City of Marina and Unstoppable Automotive MBMCA LLC to assist in covering high site development and construction costs associated with developing a Mercedes-Benz automobile dealership in Marina, and;
2. Authorize the City Manager to execute the agreement subject to final review by the City Attorney, and:
3. Authorize the Finance Director to make the necessary budgetary and accounting entries.

BACKGROUND:
The City of Marina has actively sought to attract high-value commercial businesses that can stimulate economic development, create jobs, expand the tax base, and generate sustainable revenue for the City. This dealership provides a new revenue stream to help meet the public safety, service needs, infrastructure, and maintenance demands of Marina. In alignment with the City's Mission and Vision Statement and the City Council's goals and objectives, staff have been in discussions with the Unstoppable Automotive group who are interested in constructing a Mercedes-Benz dealership on a parcel within the Dunes development area.

The Dunes development is a mixed-use development that includes retail, commercial, office, hotel, residential and affordable housing uses. A Specific Plan adopted for the Dunes development guides the development and land use of this development.

The Unstoppable Automotive LLC is proposing to acquire land from the Dunes development (Marina Community Partners) to develop a new Mercedes-Benz automobile dealership. The proposed dealership represents a significant capital investment estimated at over $40 million dollars that includes land acquisition, site development and construction of dealership facilities with a new showroom and service center. This dealership will generate substantial new sales tax revenue for the City and is expected to create over 80 full-time equivalent jobs, initially, and expanding to over 140 full-time equivalent jobs over five years. **("EXHIBIT A")**

The dealership has requested a sales tax revenue sharing agreement to support the significant upfront capital investment costs that will enhance their long-term competitiveness in the regional automotive market area.
The dealership will serve as an important catalyst for the continued economic growth and development needs of the City. The project will provide substantial direct and indirect benefits to the City and economic opportunities, including sales tax revenues, increased property tax revenues, and increased jobs in the region. It will enhance the City's position as a regional retail and commercial destination and serve as a catalyst for additional retail and commercial development opportunities.

In general, the City typically does not provide economic incentive agreements to businesses. However, the former Fort Ord property area has some unique challenges due to constraints placed on the property when it was transferred from the Army to the Fort Ord Reuse Authority and then to the City of Marina. Some of the unique constraints of these properties include requirements for all first-generation construction to pay a prevailing wage for all new construction which in many cases can double the constructions costs verses other cities in the area or state. There are also blighted military housing units that have lead and asbestos which add a significant cost to remove; decaying water and sewer infrastructure to replace; various endangered species that must be mitigated; and housing and water allotment caps.

Other major developments in the former Fort Ord properties in Marina have needed an economic incentive to be able to move forward. Examples include the current Dunes development, Marina Heights development (now Sea Haven), Cinemark theatre, Marriott Springhill Suite, and most recently the 225,000 square foot manufacturing building constructed by Joby Aviation at the Marina Municipal Airport.

ANALYSIS:

Mercedes-Benz, as a premier luxury auto brand, is anticipated to bring notable economic and brand value to the City of Marina. The dealership is projected to generate substantial annual sales revenue, which in turn would increase the City's share of local sales tax and the City's share of the Monterey County pooled sales tax.

To help offset the upfront capital burden of the development, the dealership has requested a temporary sales tax revenue sharing agreement. The proposed agreement includes the following terms: **("EXHIBIT B")**

- The City will rebate fifty percent (50%) of the City's portion of the one percent (1%) local share of sales tax revenue generated by the dealership for a period of up to five (5) years
- Commence construction no later than January 1, 2026, and complete construction no later than fifteen (15) months after commencement.
- A high building design standard
- Annual report that includes annual gross sales, total number of employees, total full-time employees, breakdown of job types and number of employees that are Marina residents.

The firm Keyser Marston Associates was hired to evaluate the fiscal and economic benefits associated with the Mercedes-Benz automobile dealership. Included with their evaluation is a tax revenue analysis, an economic impact analysis, along with an assessment of the justification of the sales tax revenue sharing agreement. **("EXHIBIT C"**
The new facility will be over 60.000 square feet, consisting of a showroom, service area, and detail bay. Sales will include new vehicles, used vehicles, parts and service sales.

The sales tax generated by the dealership goes to the City's General Fund for city-wide benefit and use and is not limited to the former Fort Ord area.

A premium brand like Mercedes-Benz will likely generate high sales volumes, particularly since this will be the only dealership in Santa Cruz County, San Benito County, South Santa Clara County and Monterey County. Significant short-term economic activity will occur from site development and construction of the dealership facility. When completed it is expected to attract regional shoppers. Visitors to the dealership may spend additional money at nearby restaurants, gas stations, and hotels.

Estimated Fiscal Impact

	Year 2027	Year 2031
Annual Taxable Sales	$93, 593,200	$194,074,694
Sales Tax Revenue (1%)	$935,932	$1,940,747
50% Rebate to Dealership	$467,966	$970,373
Annual Net to City	$467,966	$970,373

Over five years, the cumulative total net sales revenue to City is approximately $3,482,411. In addition to sales tax revenue, the City will receive Measure N (1.5%) tax on parts, business license gross tax receipts, vehicle in lieu property tax revenues. The cumulative total new direct tax revenue the City will receive over the five-year rebate will be $6,420,000. After year five, 100% of the sales tax revenue will come to the City.

FISCAL IMPACT:

First year direct new tax revenue to the City will be $882,000. Cumulative over five years, the new direct tax annual revenue will be $6,420,000. The revenue will go to the General Fund.
Additionally, the City's portion of the Monterey County pooled sales tax is expected to increase annually by an estimated additional $150,000.

CONCLUSION

This request is submitted for City Council consideration and direction.

Respectfully submitted,

_____

Layne Long
City Manager
City of Marina

1920056.3

Lighting Dunes Specific Plan MMRP Measures

AE-3.1	*Implement light reduction and screening measures to reduce nighttime ambient light increases in the Fort Ord Dunes State Park.* (a) *Keep lighting levels (i.e., intensity/foot-candles) in commercial areas as low as feasible. Install light sources so that there is no light radiation above the horizontal plane (i.e. "dark sky"). Focus lighting downward and prevent the splay of ambient light to other areas. Whenever feasible, use path-level or bollard-type fixtures that keep the light source closer to the ground. Use color-tinted and lower wattage lamps to help reduce lighting-related disturbance.* (b) *Control lighting systems in commercial areas to minimize operating time. Employ an appropriate combination of time scheduling, photo switching, and motion sensors. It is reasonable and feasible that*	Developer	During the Design Review process Prior to approval of lighting plans	Verify measures are incorporated into lighting plans and implemented during construction	City of Marina

CITY OF MARINA
UNIVERSITY VILLAGES SPECIFIC PLAN EIR
MITIGATION MONITORING PROGRAM

Project-Specific Mitigation Measures	Mitigation Responsibility	Mitigation Timing	Monitoring and Reporting Process	Monitoring Responsibility
lighting be controlled in the above manner commencing two hours after sunset and two hours before sunrise.				

University Village Specific Plan Lighting Guidelines

LIGHTING GUIDELINES

The fixtures are required to withstand the coastal winds and salt conditions present on site, and will consist of die cast aluminum heads with sealed joints and composite pole materials.



The parking lots should be lighted with a taller high efficiency pole fixture to provide a even distribution of light while minimizing glare. Lamps combined with sophisticated optics and sharp cut off features are selected to direct all of the light to the ground.

Village Square, Village Promenade & Community Circle

These centers of community activity should have street and plaza lighting consistent with the commercial retail guidelines to maintain the continuity of design through these spaces. There are opportunities to create special lighting features in these areas to further animate the spaces and encourage nighttime use.

Pole mounted low intensity "string of pearl" lights are one concept proposed for the Village Square and Community circle to create festive lighting. Wall mounted niche lights may also be used to provide indirect light sources to further articulate walls, steps, and signs within these areas.

Residential Neighborhoods & Streets

The quality of night lighting in the neighborhoods is proposed to provide light at specific points of need rather that create a uniform level of light throughout the development. Light poles are provided at street intersections and along pedestrian pathways to provide orientation and way finding within the community. This "rural standard" is in contrast to the more intensive commercial activity centers, and is intended to reflect a quieter and more intimate setting in the residential areas.

LIGHTING GUIDELINES

Pole lights are proposed for the lighting of the streets in the neighborhoods. The fixtures should have a shielded light source, with optics that direct the light down to the ground so that the light source is not visible outside of the light distribution area. The intent is to provide pools of light at street intersections and in other locations where light can provide orientation within the community.





Street identification signs and traffic control signs should be mounted on the light poles to integrate these elements into the design and minimize the poles at the intersections.

This lighting program should also be used along the beach boardwalk and transit corridor.

Park & Recreation Area Lighting

The lighting for the parks is intended to preserve the quality of the residential community, and is intended to provide a minimum lighting for orientation and way finding along the trails. The pole lights used for the residential streets will be placed in the parks to achieve this goal. Lighting will not be provided for active nighttime use of parks.

Low intensity lighting in some of the park spaces will provide orientation and a sense of security. The parks should not be lighted to encourage night use, as this use will create a nuisance of light, noise, and use to the park neighbors. Decorative pole lights along the adjacent streets will be typical to provide illumination around the park perimeters. Pole lighting is also proposed along the bike path between the intersection of Eighth Street and Second Avenue and the Circle Park to encourage use of the pedestrian connection between the University and the Village Center, Village Square, and Village Promenade commercial areas.

The lighting will utilize light sources to provide an even distribution of light that minimizes glare. No direct view to light sources should be visible from offsite. Where lighting is provided, fixtures should utilize house side shields and cut-off optics to reduce light spill over the property line.



DESIGN GUIDELINE

LIGHTING GUIDELINES

Pedestrian Pole light fixture locations should not conflict with the pattern of tree planting along the roads and parking lots.

Building mounted fixtures matching the pole lights may be utilized in the lighting design, as long as the fixtures are scaled appropriately for their location on the building.

Festive twinkle or string of pearl lights are proposed in several of the park spaces. These will form patterns of lighting in gathering spaces consisting of metal poles and strings of low wattage incandescent bulb lights.

2002 City Design Guidelines

IV. EXTERIOR SITE AND BUILDING LIGHTING GUIDELINES AND STANDARDS

Performance Objectives/Design Criteria:

1. Exterior lighting should accomplish a generally subdued and uniform lighting pattern with a minimum potential for glare with combinations of multiple indirect lighting sources as opposed to fewer, more powerful direct lighting sources.

2. Where direct lighting sources cannot be avoided, such as on pole mounted fixtures in parking lots; diffusers shall be incorporated into the design of the fixture. The lighting source as well as the diffuser shall be mounted above or flush with an opaque fixture housing.

3. General site and parking lot lighting should tend towards warmer color spectrum, which is typical of incandescent and sodium-vapor lighting sources.

4. Light sources which tend towards more white, daylight, or cooler colors of the light spectrum should be limited to locations where a more accurate color rendition is important, such as at building entrances and exits (for security reasons), the lighting of signs, and the lighting of unique or special buildings or site features.

5. The lighting plan should be considered together with the landscaping plan and the effect of proposed planting, particularly the impact of proposed trees upon the effectiveness of proposed lighting.

6. Landscape plantings and solid fencing at the perimeter of the project site should be incorporated into the design of the lighting plan as an additional means of limiting light related impacts on surrounding property, particularly, light sensitive land uses such as residential areas and native habitat.

7. Energy efficient lighting should be incorporated into project design.

Submittal Requirements

A. Staff Review/Preliminary Design Review/Planning Commission Review:

1. Site plan and building elevations showing the location of all exterior lighting fixtures with a description of the height of any pole mounted fixtures.

2. Indicate and provide a description of the type of light source; i.e., incandescent, fluorescent, sodium vapor, metal halide, neon, etc.), for each exterior light fixture.

3. If neon lighting is proposed, the specific purpose and need for the such lighting shall be defined by the project proponents and the Planning Commission or the City Council on appeal shall prescribe

the extent to which neon may be used. If no such description of the use of neon is made, neon shall not be used in the project.

B. Final Design Review:

1. Same as "A" above, plus.

2. Fixture cut sheets for each fixture type proposed.

3. Detailed elevation drawings or photographs showing proposed mounting poles.

4. Photometric study may be required, if concerns are raised relative to security or excessive lighting levels on or off of the site, particularly as they might impact neighboring residential properties or native habitat areas.

NOISE STANDARDS

No Mitigation Measure.					
		3.8 Noise			
NE-1.1	*The City shall ensure that notes for grading plans and/or the site improvement plans would clearly state the noise limitation requirements of Marina Municipal Code Section 15.04.055.*	Developer	Prior to issuance of building/grading permits	Ensure notes for grading plans and/or site improvement plans are included in site plans	City of Marina
NE-1.2	*Pre-drilling shall be required prior to any pile-driving.*	Developer	Prior to issuance of building permits	V pi in pl	
NE-2.1	*Implement NE-1.2 (pre-drill prior to pile-driving).*	Developer	Prior to issuance of building permits	V pi	
NE-4.1	*The applicant shall ensure that primary outdoor activity areas at new University Villages residences along Imjin Parkway are outside the 70 dBA Ldn noise contour.*	Developer	Prior to issuance of building permits	V ar dB	

Snipping Tool

4.1.2.2 Mitigation Measures:

NE-1.1 The City shall ensure that notes for grading plans and/or the site improvement plans would clearly state the noise limitation requirements of Marina Municipal Code Section 15.04.055.

NE-1.2 Pre-drilling shall be required prior to any pile-driving.

Noise Goal: To protect people who live, work, and recreate in and around the former Fort Ord from the harmful effects or exposure to excessive noise; to provide noise environments that enhance and are compatible with existing and planned uses; and to protect the economic base of the former Fort Ord by preventing encroachment of incompatible land uses within areas affected by existing or planned noise-producing uses.

Table 4.1. Allowable Noise Standards Measured in Ldn (dBA)

Land Use Category	Maximum Exterior		Maximum Interior*
	Acceptable	Conditionally Acceptable	
Residential	60	70	45
Live/Work	65	75	50
Hotel/Motel	65	75	50
Office	67	77	55
Other Commercial	70	80	60
Industrial/Agriculture	70	80	60
Schools, Libraries, Theaters, Churches, Nursing Homes	60	70	45
Parks and Playfields	65	70	NA
Golf Courses, Riding Stables, Cemeteries	70	75	NA

**It is preferred that the interior noise standard be attained with open windows. However, where the interior noise standard is attainable only with closed windows and doors, mechanical ventilation shall be required.*

Table 4.2. Noise Standards for Stationary Noise Sources

Duration	Maximum Allowable Noise	
	Day (7:00 a.m. to 10:00 p.m.)	Night (10:00 p.m. to 7:00 a.m.)
Hourly L_{eq} in dB [1,2]	50	45
Maximum Level in dB [1,2]	70	65
Maximum Impulsive Noise in dB [1,3]	65	60

[1]As determined at the property line of the receiver. When determining the effectiveness of noise mitigation measures, the standards may be applied on the receptor side of noise barriers or other property-line noise mitigation measures.
[2]Sound level measurements shall be made with slow meter response.
[3]Sound level measurements shall be made with fast meter response.

City of Marina

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

MEMORANDUM

DATE: May 28, 2026

FROM: Guido F. Persicone

TO: File

SUBJECT: Car Dealership-City Council Questions

I am disappointed in the way this project is being presented to the Council on Tuesday, with a substantial amount of missing and/or unclear information, along with significant reliance on future discretionary staff approvals that remain uncertain.
Please articulate what missing information you need.
If the Council has the right to provide specific policy input on the draft conditions of approval.

There are too many unresolved details for me to feel confident that we are being asked to make a fully informed decision.
Noted. Please articulate what missing information you need.

I also want to suggest that we not take this item if it is past 8:30 PM.
Noted. City staff defers the Mayor and the Council on the order the Council agenda.

Does the city of Marina have or is staff developing commercial design standards for this portion of Marina?
The design guidelines of the University Village Specific Plan (UVSP) would be the guidelines for this project which the Council has approved.

Where is the specific lighting plan? How high are the poles, are the lights dimmable, is there lighted signage?
A specific lighting plan has not been submitted. COA #25 has been placed on the project regarding submitting the plan. Typically, this is not done until the building permit phase of a project.

What will the signage look like? The draft conceptual signage.
The conceptual signage for the building was presented to the Council during the adoption of Council resolution 2025-83 and included here as well[1].

[1] https://vimeo.com/1168245102/6053e8e725?share=copy&fl=cl&fe=ci

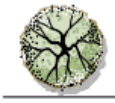
The final submittal will be approved as part of a Master Sign Program (MSP) by the Planning Commission prior to occupying the building (COA #27). If the Council wants, they can provide more specific policy input on the signage.





What kind of trees will be replanted, where will they be planted, and by what time?
Twenty-two (22) trees that are in fair/good condition will be removed so 44 trees need to be replaced. The applicant is planting 67 replacement trees. The trees will be planted prior to occupancy of the building and per condition of approval COA#13 a bond will have to be placed with the City to maintain the landscaping for at least two years to ensure the vegetation has time to grow and mature. COA #14 mandates the property to be adequately maintained for the life of the project. The type of trees that will be replaced can be found on the preliminary landscaping plan and in the Preliminary Tree Legend.

PRELIMINARY TREE LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	MIN. SIZE	WULCOLS	QTY
TREES					
	HESPEROCYPARIS MACROCARPA (C.C.N)	MONTEREY CYPRESS	24" BOX	MOD	8
	LOPHOSTEMON CONFERTUS	BRISBANE BOX	15 GAL	MOD	17
	LYONOTHANMUS FLORIBUNDUS SSP. ASPLENIIFOLIUS (C.C.N)	SANTA CRUZ ISLAND IRONWOOD	15 GAL	LOW	22
	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	LITTLE GEM DWARF SOUTHERN MAGNOLIA	15 GAL	MOD	13
	QUERCUS SUBER	CORK OAK	24" BOX	LOW	7

C.C.N. - CALIFORNIA COASTAL NATIVE

TOTAL TREES: 24" BOX 15
15 GAL 52
67

How come none of the Caltrans trees are being removed?
They are not within the jurisdiction of the City of Marina.

Is there a way to split the tree removal between the Caltrans trees and the city trees?
They are not within the jurisdiction of the City of Marina.

All of the future discretionary staff approvals do not work for me. What are our options and alternatives? *The full Council could provide additional language on the draft conditions of approval to provide specific policy input to city staff or Planning Commission on future approvals.*

COA #25/#33-Lighting
COA #27 Signage
COA #42-Parking Study

I want to put on record, again, how disappointed I am with the name "Mercedes of Monterey." We will be the Council remembered for approving a project in Marina that promotes and elevates another city's identity rather than advocating for and requiring recognition of our own community. This is legacy work. Names matter. Branding matters. Economic identity matters. We should be demanding outcomes that proudly reflect Marina and strengthen our city's visibility, recognition, and long-term value.
Noted.

Can you clarify the delivery of truck routes and the hours of delivery of said vehicles to the car dealership?

Here is a proposed truck route for the dealership, which basically shows trucks driving down HWY 1, exiting Light fighter, and making a left onto DIVARTY. No unloading of vehicles on First Avenue would be allowed. Delivery hours vary from 7 am – 10 pm



Can you clarify the car washing component of the business? Hours of operation? Will it be open to Mercedes Benz customers or is it just for when a car is brought in for service and then washed afterwards by the service station staff?
The car wash will generally be operational during Dealership hours, particularly the Service Department..

Can verbiage be added to the master sign program about prohibiting banners, signs and other unsightly signage?
Yes. The car dealership Master Sign Program can incorporate by reference the Dunes MSP that prohibits balloons, inflatable signs, banners and other unsightly signage.

PROHIBITED SIGN TYPES

The following sign types and finishes shall be prohibited at The Dunes:

- Illuminated sign boxes.
- Illuminated back-lit canopies.
- Signs with exposed raceways, conduit, junction boxes, transformers lamps, tubing, or neon crossovers of any type.
- Rotating, Animated and Flashing signs.
- Pole signs and other signs with exposed structural supports not intended as a design element except for code-required signs.
- Pennants, banners, or flags identifying individual entities.
- Signs attached, painted on, or otherwise affixed to trees, other living vegetation, landscaping or natural materials.
- Signs attached, painted or otherwise affixed to awnings, tents or umbrellas, however, such signs may be permitted in conjunction with special design review by the Landlord.
- Balloons and inflatable signs.
- Signs which emit sound, odor or visible matter or which bear or contain statements, words or pictures of an obscene, pornographic or immoral character.
- Fluorescent-colored or reflective sign materials.
- Simulated materials, i.e. wood grained plastic laminate, wall covering, paper, cardboard or foam.
- Signs attached directly to raceways unless reasonable access is possibl through wall or structure behind sign.
- Conventional plastic-faced box or cabinet signs.
- Formed plastic or injection molded plastic signs.
- Luminous vacuum-formed letters.
- Cloth, paper, cardboard or foam signs or decals.
- Advertising displayed on vehicles to attract attention to a specific business location or sale.
- Pylon signs.
- Hand-lettered or hand-painted signs

Condition of Approval #25 Lighting Plan

To the extent feasible, the following standards will be incorproated into the final lighting plan.

The lighting metrics below are substantially modeled on the City of Calabasas auto dealership lighting standards, which use specific foot-candle limits and uniformity ratios for dealership lots. You could adapt these into findings, CUP conditions, or zoning ordinance language.

Draft Conditions of Approval — Auto Dealership Noise & Lighting

1. Maximum Pole Height

All freestanding parking lot and inventory lighting poles shall not exceed:

- **24 feet in height** within 150 feet of any residentially zoned property; and
- **30 feet in height** elsewhere on the site.

Pole height shall be measured from finished grade at the base of the pole to the highest point of the fixture.

No pole-mounted lighting shall be installed on parapets, rooftops, retaining walls, or elevated planters in a manner that effectively increases fixture height above these limits.

2. Full Cutoff Fixtures Required

All exterior lighting fixtures shall be:

- full cutoff / fully shielded fixtures;
- directed downward;
- designed so that no direct light source is visible from adjacent public rights-of-way or residential properties.

No uplighting shall be permitted

3. Maximum Lighting Levels (Foot-Candles)

Lighting levels shall be measured in maintained foot-candles using a calibrated light meter at ground level.

A. Customer Display Areas

Vehicle display areas located near showroom frontage may not exceed at 100% power. This space should not exceed xxx square feet.

- **20 average foot-candles**
- **25 maximum foot-candles at any single point**

B. Inventory Parking Areas

Vehicle inventory lots shall not exceed:

- **2 average foot-candles**
- **8 maximum foot-candles at any single point**

C. Storage or Overflow Areas

Vehicle storage areas shall not exceed:

- **2 average foot-candles**
- **5 maximum foot-candles at any single point**

These thresholds are adapted from dealership lighting standards used by Calabasas.

4. Residential Property Line Light Spill Limit

At any residential property line, illumination originating from the dealership site shall not exceed:

- **0.5 foot-candles average**
- **1.0 foot-candle maximum at any point**

Measurements shall be taken:

- 5 feet above grade,
- facing the dealership property,
- between one hour after sunset and one hour before sunrise.

This is intentionally stricter than some urban municipal standards because dealership lighting is unusually intense.

5. Lighting Curfew

Except for minimum security lighting:

- all display lighting shall be extinguished by **10:00 p.m. Sunday through Thursday**;
- all display lighting shall be extinguished by **11:00 p.m. Friday and Saturday**.

After curfew:

- lighting shall be reduced to security-only levels not exceeding 2 **foot-candles average** across the site.

Diming times should correlate to a specific diming percentage

6. Prohibited Lighting Features

The following shall be prohibited:

- flashing lights;
- animated lighting;
- color-changing LED lighting;
- laser lighting;
- searchlights;
- exposed LED accent strips visible from adjacent streets;
- lighting that creates glare visible to motorists on adjacent roadways.

7. Noise Limits — Property Line Standard

Noise generated by dealership operations, including:

- loudspeakers,
- service operations,
- vehicle movement,
- pressure washing,
- Car Wash Blowers
- amplified events,
- and outdoor music,

Time Period	Maximum Noise Level
7:00 a.m. â€“ 10:00 p.m.	60 dBA Leq
10:00 p.m. â€“ 7:00 a.m.	50 dBA Leq

Measurements shall be taken:

- at the nearest residential property line,
- using ANSI Type 2 or better sound meter equipment,
- over a 15-minute averaging period.

8. Prohibition on Outdoor Amplified Sound
Outdoor amplified sound shall be prohibited except during city-approved special events.
Any approved special event using amplified sound shall:

- end by 8:00 p.m.;
- not exceed 65 dBA at the property line.

9. Vehicle Idling Restriction
No vehicle shall idle for more than:

- 3 consecutive minutes outdoors,
- except during legally required service diagnostics.

No outdoor revving, testing, or demonstration of vehicle exhaust systems shall occur before 8:00 a.m. or after 6:00 p.m.

10. Service Bay Door Restrictions
Service bay doors facing residential areas shall remain closed except for:

- immediate vehicle ingress/egress,
- emergency ventilation needs.

No outdoor repair work shall be permitted.

11. Independent Verification Requirement
Prior to final occupancy, the applicant shall submit:

- a photometric plan prepared by a licensed lighting professional compliance
- and a post-installation field verification report prepared by an independent third party.

The report shall certify compliance with all lighting and noise conditions including ca title 24
The City may require re-testing upon documented complaints.

12. Automatic Review Clause
If the City receives:

- 3 substantiated violations within any 12-month period, or
- 10 verified nuisance complaints within any 12-month period,

the Planning Commission may initiate a public review hearing and impose additional operational restrictions.

Attachment 2

May 31, 2026

Guido Persicone
Community Development Director
City of Marina

RE: Response for Additional Information and Conditions of Approval to the City Council from the May 19, 2026 City Council Meeting Regarding the Mercedes Dealership Site Plan and Design Review Application (SADRA)

Dear Mr. Persicone

This letter is in response to the City Council's request for additional information and the conditions of approval relating to the site plan and design review application (SADRA) for the proposed Mercedes dealership, as provided in the City Council meeting of May 19, 2026. The Unstoppable Automotive Group (Automotive Group), and its consultants, have prepared this information to assist the Council in the expectation of an approval of this SADRA, in line with the previous unanimous approvals by the Tree Committee and Planning Commission. Overall, the Automotive Group agrees with the Conditions of Approval as provided in the staff report and SADRA resolution, with the exceptions or requests noted below (shown in italics):

Special Events (COA #54)

On occasion, the dealership facility will host special events, such as a grand opening, charity events, Chamber of Commerce mixers, client appreciation events, new model opening events, etc. The frequency of these events throughout the year will vary, and will be based on requests from the community, and organizational needs of the dealership.

Lighting (COA #25)

Program

Provided in **Exhibit A** is the site plan for the project, with the preliminary location of lighting fixtures on poles noted, subject to modification pending the preparation of a detailed

lighting plan for submittal with the building construction documents, and based on the photometric study. In concept, the lighting program will include the following:

- Approximately 34 light poles, distributed throughout the site.
- Limited use of wall packs (sconces) at exit doors, exact amount to be determined during development of the detailed lighting plan as part of the construction documents.
- Timing/duration of lighting: Lighting will step down throughout the site after 10pm, in accordance with the standards and will be detailed in the Lighting Plan submittal.
- Typical height of poles to be 20ft tall including the base.

Standards

- As noted in SADRA application and the staff report for the May 19, 2026, City Council agenda item 11b, the project intends to adhere to dark sky principles, as detailed in these documents, including those specified in the University Villages Specific Plan (Specific Plan).
- Specific standards for lighting are detailed in the Specific Plan, Marina Municipal Code (MMC), Title 24 of the Uniform Building Code, and the Mitigation Monitoring and Reporting Program from the Dunes EIR adopted in 2005 (EIR MMRP).
- A photometric study will be submitted with the detailed lighting plan as part of the building permit application. The purpose of the study is to verify the intensity of the light dispersion and intensity from the fixtures noted on the lighting plan with adjacent land uses.
- *The one item of concern is the color temperature standard. The Mercedes-Benz USA corporate image program requires 4000 Kelvin for showroom and display lighting, so we are not able to commit to the 3000 Kelvin cap as written in the COA and request that the condition be revised to allow 4000 Kelvin.*

Noise (COA #39, #55, #56)

Program

Provided in **Exhibit B** is the site plan with the potential noise generators identified, specifically, car wash, service/repair facility, and delivery truck unloading location. Each of these generators will operate within typical car dealership operations, and is not anticipated to generate any significant noise levels. Below is an explanation of each:

- **Car wash** - this building is an enclosed facility, located on the northwest of the project site away from 1st Avenue, oriented with openings to the north (adjacent to future commercial development), to the south (adjacent to other dealership buildings), and on the site close to the highway side of the project. This location and orientation will significantly limit noise generation to adjacent land uses to the east, north, and particularly the residential to the northeast in the Phase 3 south portion of the Dunes project. Hours of operation of the car wash are limited to 7am to 7pm.

- **Service and repair facility** – the service bays are a fully enclosed operation without open service bay doors as is typical with auto repair facilities that are independent of auto dealerships. This type of operation and facility will minimize noise production from service equipment such as impact wrenches, lifts, etc. Hours of service and repair operations are limited to 7am to 7pm.

- **Auto transport and delivery** – auto transport or delivery trucks are anticipated to unload within the project site as indicated on the site plan in **Exhibit B**. This area is facing east, toward future commercial activity directly across 1st Avenue. Hours of delivery and unloading are limited to vary from 7 am to 10 pm. Auto transport to and from the project site is noted on **Exhibit B** as well in the lower left, with the primary delivery route from Highway 1 north, to Lightfighter exit, to 2nd Avenue north to Divarty west, to inside the dealership property off of 1st Avenue.
    - *One request for delivery: we ask that parts deliveries be permitted on Sundays.*

- **Hours of Operation** (COA #26):



- *Sales Showroom* - Monday to Friday 8 AM to 9 PM, Saturday 8:30 AM to 8 PM, Sunday 10 AM to 7 PM.
- *Service Monday* - to Friday 7 AM to 7 PM, Saturday 8 AM to 4 PM, closed Sundays.

Standards

The Marina General Plan, Municipal Code, and EIR MMRP currently regulates noise standards from commercial land use operations within the Dunes Specific Plan area. These standards will be utilized in the operation of the Mercedes dealership, and are provided for in the Conditions of Approval #39, #55, and #56 for this development.

A modification is requested to COA #55:

- *Remove the 3 Minute Idle Time: We cannot control this, some inventory vehicles may need their batteries charged periodically, the vehicles in idle do not create significant noise.*
- *Vacuum stations: understood that fixed stations will be located indoors. We ask for flexibility to use portable hand vacuums on the service drive on a case-by-case basis as needed.*
- *Service bay doors: We will use automatic open and close doors, consistent with our Temecula store.*
- *Outdoor PA: No general paging. We request to retain the ability to use security voice-down announcements after-hours only.*

It should be noted that in the 12 years of operation of the Temecula Mercedes dealership by the Unstoppable Automotive Group, which has the same program of sound generators and operations as Marina, there have been no noise complaints by the residential neighborhood which surrounds the dealership on three sides.

It should also be noted that this development is adjacent to a four-lane highway that generates significant noise to land uses east of the highway. Homeowners adjacent to the car dealership to the northeast along 1st Avenue will hear this highway noise.

Monument Sign (Exhibit C)

Provided in **Exhibit C,** in the upper two exhibits, is a conceptual representation of the proposed city monument sign, with the dealership facility to the north. This concept is preliminary, as the City has not yet provided the Automotive Group with the dimensions or design of the City logo or seal, or for the monument sign or base stand.

In comparison, the City of Temecula's monument sign, which is adjacent to the Mercedes dealership on a large slope is a significantly larger sign. Estimated dimensions are provided in the city staff report, and a photo of that sign is shown on **Exhibit C** in the last picture**.** It is anticipated that the Marina monument sign will be significantly smaller, and more in proportion to the elevation and dimensions of the dealership showroom facility immediately adjacent to the north, and to the topography of the site it will reside on. As illustrated in the visual concept in **Exhibit C**, the view for the driver from the north bound highway 1 for the Marina site will primarily be the city monument sign.

The next step in the process for the monument sign is for the City to complete its design concept, provide the design to the Automotive Group for revision of the monument sign base and elevation. Following this, the Automotive Group will work with City staff to finalize this concept and return to the City Council for review and approval. Once approved, the Automotive Group will proceed with preparation of construction documents for review and submission to the City for building permits. Ultimately, construction of the monument sign would be done in conjunction with the completion of construction of the dealership facility.

Video Simulation

The City Council requested that the video drive-by simulation be augmented to illustrate two additional views: 1) add to the video a northerly driving view of the site from Highway 1 northbound travel a little farther to the west but still within the north bound highway right of way; 2) add to the video a view to the site from the south bound driving lanes on Highway

1. Further, include still shots of both additional views. Given the short timeframe from May 19, and the longer timeframe required for production, the revised video simulation and still shots will be presented at the Council meeting on June 2.

June 2 City Council Meeting

It is of critical importance that the City Council review and approve of the site plan and design review application, including the tree removal permit, at the June 2 City Council meeting. This approval date is required for the project to maintain its current construction start and completion dates as provided for in the incentive agreement. Further delay of this approval will necessarily delay those key project milestone dates and potentially impair the project from proceeding.

Thank you again for your review of this additional information and presentation of such to the City Council for their consideration. Please let me know if you have any questions or need clarifications on the information provided herein.

Sincerely,

Garth Blumenthal

Garth Blumenthal
Unstoppable Group

Cc: Ken Roycroft, Unstoppable Group
Abbey Teeters, Genslar
Doug Yount, Project Consultant

Enclosures: Exhibits A-C

PARKING CALCULATIONS

PARKING TOTAL: 366 SPACES

24' FIRELANE

CONCRETE

LANDSCAPE

PARKING SUMMARY	PROVIDED	REQUIRED
STANDARD STALLS (9 X 19')*	357	227
ADA STALLS (9' X 19')	9	9
TOTAL	366	236
INVENTORY STALLS (8.5'X17')*	163	TBD BY OWNER
SERVICE STALLS	100	88
PUBLIC	100	100
EV STALL	8	8
EV CAPABLE STALL	40	40

*2.5' MAX LANDSCAPE OVERHANG WHERE APPLICABLE

PARKING REQUIREMENTS

(PER MARINA MUNICIPAL ZONIG CODE, CHAPTER 10 & 17)

AUTOMOTIVE USERS:
SERVICE AND REPAIR - 4 SPACES/BAY
22 SERVICE BAYS X 4 = 88 SPACES

COMMERCIAL USERS - RETAIL AND SERVICE & BUSINESS PROFESSIONAL:
(PER CH. 17.44 PARKING REQUIREMENTS OF MARINA MUNICIPAL CODE)
1 SPACES / 275 GSF
62,300 / 275 = 227 SPACES

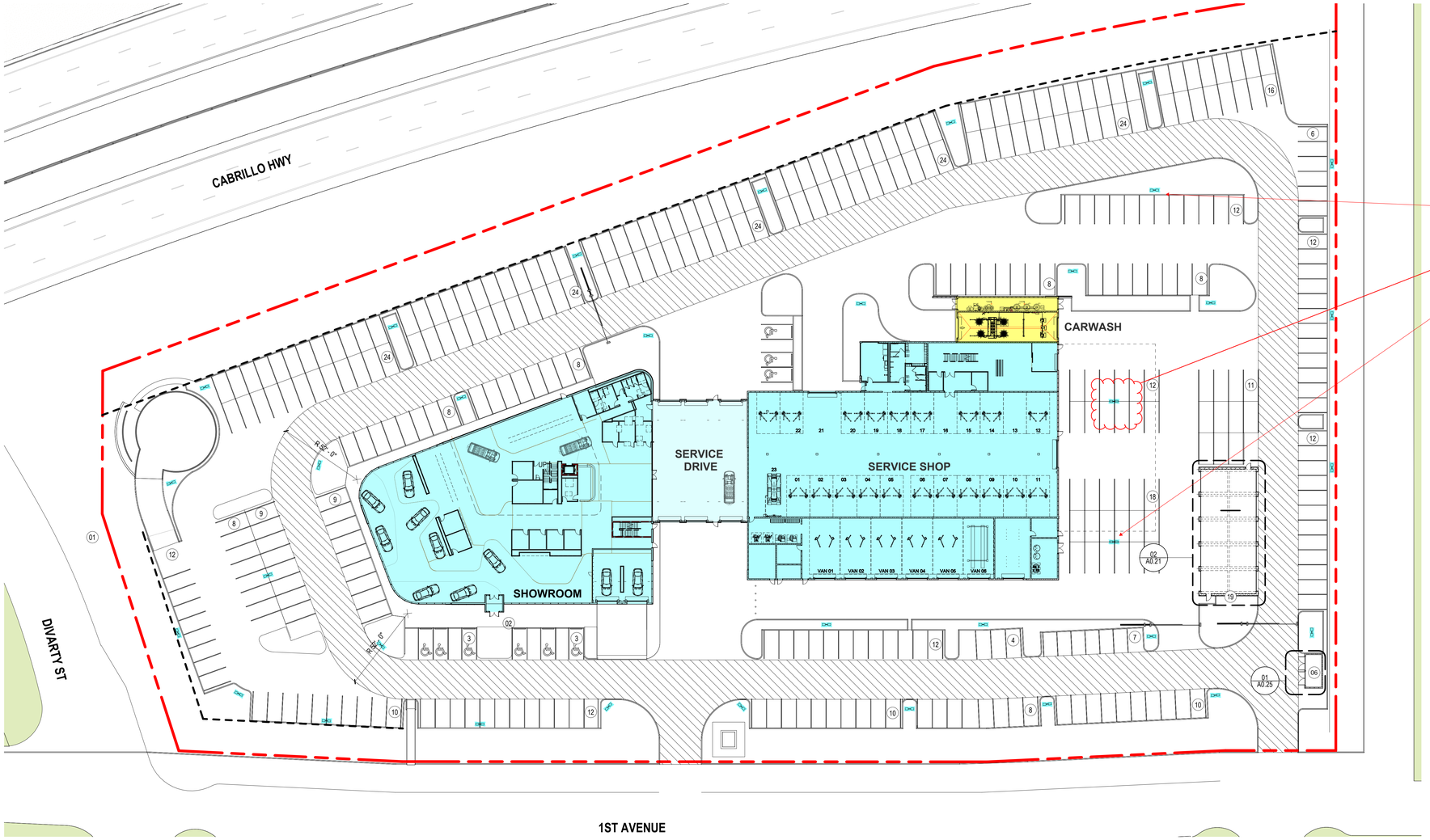
LOADING / INVENTORY SPACES REQUIRED:
ONE LOADING SPACE FOR EACH
FIVE THOUSAND SF OF STORE AREA (62.3K GSF) = 13 SPACES

ADA SPACES REQUIRED:
(PER CBC, TABLE 111B:208.2)
401 - 500 SPACES = MIN OF 9 SPACES = 9 SPACES

EV CAPABLE SPACES REQUIRED:
(PER CALGREEN, TABLE 5.106.5.3.1)
201 AND OVER = 20 PERCENT OF TOTAL
20% OF 200 (100 PUBLIC + 100 SERVICE) = 40 SPACES

EVCS (ELECTRIC VEHICLE CHARGING STATIONS) SPACES REQUIRED:
(PER CALGREEN, TABLE 5.106.5.3.1)
25 PERCENT OF EV CAPABLE SPACES
25% OF 200 (100 PUBLIC + 100 SERVICE) = 50 SPACES

EVCS FOR PUBLIC AND COMMON USE:
(PER CBC TABLE 11B-228.3.2.1)
TOTAL NUMBER OF EVCS (5-25) = 1 VAN ACCESSIBLE, 1 STANDARD ACCESSIBLE



Typical location of Light Pole and Fixture

01 SITE PLAN - LEVEL 01
SCALE: 1" = 30'-0"

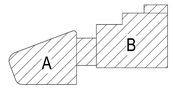
REF: 02 / A2.00

SHEET NOTES

01 PROPERTY LINE
02 CUSTOMER ENTRANCE
3 FUTURE EV CAPABLE PARKING (2 SHARED SPACES)
03 ADA CROSS ACCESS STRIPING
4 EV CHARGING STATION (2 SHARED SPACES)
04 ROOF CANOPY OVERHEAD
05 DETECTABLE WARNING STRIP; CONTRACTOR TO PROVIDE A DETECTABLE WARNING PRODUCT SAMPLE TO THE BUILDING INSPECTOR FOR APPROVAL OF COLOR CONTRAST WITH FINISH SURFACE
6 EV CHARGING STATION (2 SHARED SPACES)
06 TRASH ENCLOSURE, REF ARCH DRAWINGS
7 EV CHARGING STATION (2 SHARED SPACES)
07 FLUSH MOUNTED KNOX BOX
8 <varies>
08 BENCH AS SPECIFIED
9 FUTURE EV CAPABLE PARKING (2 SHARED SPACES)
09 ACCESSIBLE PATH OF TRAVEL
10 <varies>
11 <varies>
12 <varies>
13 ADA PARKING SPACE WITH PAVEMENT MARKING, LOADING ZONE, WHEEL STOP, AND ADA SIGNAGE
14 EV CHARGING STATION (2 SHARED SPACES)
15 FUTURE EV CAPABLE PARKING (2 SHARED SPACES)
16 <varies>
17 RETACTABLE ROLLING SECTURITY GATE WITH CONTROL BOX, REF ARCHITECTURAL DETAILS
18 <varies>
19 EXTERIOR RAMP WITH WALL MOUNTED HANDRAILS; REF ARCHITECTURAL DRAWINGS
20 SECURITY FENCE
21 SCREEN WALL AS SPECIFIED
22 CONCRETE COLOR TRANSITION; CONFIRM COLORS WITH ARCHITECT
24 <varies>
25 BIKE RACK
26 MAIN SWITCHBOARD; REF ELECTRICAL
27 MAIN SWITCHBOARD; REF ELECTRICAL

GENERAL NOTES

KEY PLAN



MERCEDES-BENZ OF MONTEREY

xxxx
Marina, California

Gensler

5005 Greenville Avenue
Dallas, TX 75206
United States

Tel 214.273.1500
Fax 214.273.1505

Exhibit A

△ Date	Description
05/10/2024	PROGRESS PRINT

Seal / Signature

PRELIMINARY

THESE DOCUMENTS ARE INCOMPLETE AND NOT FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION PURPOSES

ERIC A. JAMES
CALIFORNIA REGISTERED ARCHITECT: LICENSE # C-24187

05/10/2024

Project Name
MERCEDES-BENZ OF MONTEREY

Project Number
27.8360.000

Description
ARCHITECTURAL SITE PLAN

Scale
As indicated

A0.10

© 2024 Gensler

Truck Delivery Route to Dealership

STATE HIGHWAY 1

Car Wash

Service Facility

PARCEL OP-3.2
6.168 AC
TRACT 1569
24-C&T-93

MARINA COMMUNITY PARTNERS
PARCEL OP-3.1
24-CT-93

DIVARTY STREET

CITY OF SEASIDE
LOT 1
30-SUR-20
LOT 5

VEHICLE DELIVERY PATH

1ST AVENUE
62' PUBLIC RIGHT-OF-WAY
(A CITY STREET)

COUNTY OF MONTEREY
C.I.D. E2b.3.1.2
24-SUR-4

PARCEL OP-4.1
24-CT-93

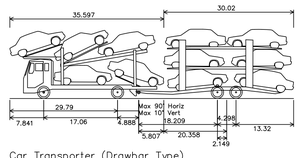
3RD STREET

PARCEL A
24-CT-93



LEGEND

- VEHICLE ENVELOPE OFFSET (2')
- WHEEL PATH
- VEHICLE SWEEP PATH



Car Transporter (Drawbar Type)

Overall Length	65.617ft
Overall Width	8.202ft
Overall Body Height	16.022ft
Min Body Ground Clearance	0.608ft
Max Track Width	8.202ft
Lock-to-lock time	6.00s
Wall to Wall Turning Radius	34.449ft

Exhibit B

30 0 30 60
SCALE: 1" = 30'

0 1 2 INCHES 3

I:\Monterey Projects\3140\CAD\PLANSET\SP23 - AUTO\3140.62 - SP23 - CIVIL.dwg Apr 06, 2026 - 3:59pm Daniel Wright

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

NOT VALID WITHOUT SIGNATURE

SUBMITTAL / REVISION
1 4/6/2006 CW PLANNING RE-SUBMITTAL

MERCEDES-BENZ OF MARINA
GROUND-UP CAR DEALERSHIP FACILITY
NW CORNER 1ST AVE AND DIVARTY STREET
Marina, California
APN

EXHIBIT B
PRELIMINARY VEHICULAR TURNING

PRELIMINARY DESIGN

SCALE: 1"=30'
DRAWN: EPI
JOB No.: 3140.62
SHEET XB 8 OF

Exhibit C




WELCOME TO THE
CITY OF MARINA
MARINA


CIT

May 28, 2026 Item No. **11b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
June 2, 2026

CITY COUNCIL TO OPEN A PUBLIC HEARING TO CONSIDER AN APPEAL OF THE PLANNING COMMISSION DENIAL OF CONDITIONAL USE PERMIT CUP26-000002, WHICH SOUGHT TO ALLOW THE DEVELOPMENT OF A DRIVE THRU USE FOR A PREVIOUSLY APPROVED GAS STATION, CONVENIENCE STORE, AND CAR WASH AT THE NORTHWEST CORNER OF DEL MONTE BLVD AND IMJIN PARKWAY, AND WOULD HAVE DETERMINED THAT THE PROPOSED USES AND IMPROVEMENTS WOULD NOT RESULT IN NEW SIGNIFICANT ENVIORNMENTAL IMPACTS OR EFFECTS OR A SUBSTANTIAL INCREASE IN THE SEVERITY OF SIGNIFICANT EFFECTS PREVIOUSLY IDENTIFIED IN EIR NO. 2004091167 WHICH WAS CERTIFIED FOR THE UNIVERISTY VILLAGES SPECIFIC PLAN.

SUMMARY

The matter before the City Council is an appeal by the applicant, Harbhajan (Harvey) Dadwal, of the Planning Commission's denial of a Conditional Use Permit to establish a drive thru lane operation in conjunction with a previously approved gas station, convenience store, and car wash at the northwest corner of Del Monte Blvd and Imjin Parkway. In denying the Conditional Use Permit, the Planning Commission expressed concerns about the potential on-site circulation impacts from the addition of the drive thru lane. The applicant has had their traffic engineer prepare a supplemental analysis of the on-site circulation in support of their request to reverse the Planning Commission's denial and to approve the Conditional Use Permit.

Under the provisions of Marina Municipal Code (MMC) Section 17.70.040 (Processing of Appeals) the reviewing authority shall conduct a de novo review of the permit. "*De novo"* is a Latin term meaning "anew," "from the beginning," or "afresh" meaning the City Council does not have to give deference to the Planning Commission's decision and can take in new evidence or information not shared at the time of the Commission's decision. Additionally, the City Council is authorized to affirm, affirm in part, reverse the action or add or modify conditions of approval to address issues or concerns that are the subject of the appeal.

RECOMMENDATION

1. That City Council open a public hearing and adopt City Council Resolution 2026-, 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

2. 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).

BACKGROUND

On August 9, 2023, the applicant submitted a Site and Architectural Design Review Application (SAD23-000009) for the development of a gas station, convenience store, and carwash on a vacant parcel at the northwest corner of Del Monte Blvd and Imjin Parkway. Specifically, the 1.3-acre site consists of a 4,950 square foot convenience store building, a 3,360 square foot canopy over 12 gas dispenser positions, and a 2,816 square foot carwash tunnel with 15 vacuum spaces under two 266 square foot canopies.

On December 14, 2023, the Planning Commission voted 6-0 with one Commissioner absent to approve the Site and Architectural Design Review for the project. Since that time, the applicant has been working on the construction drawings for building permits and commenced grading activities on the property. The applicant also received approval of a Lot Line Adjustment along the western edge of the gas station property, to better align the property line with the improvements to the gas station site.

On April 23, 2026, the Planning Commission denied conditional use permit CUP 2026-002 to convert 2,000 square feet of the approved convenience store into a drive thru restaurant at 3001 Second Avenue (Opportunity Area 1A of the Dunes Development). On April 28, 2026, Harvey Dadwal filed an appeal within the standard ten (10) day appeal period. The main concerns from the Planning Commission centered around two key factors: the changing nature of the project and the traffic impacts of the proposed drive thru.

MMC Sec 17.70.040 – Processing of appeals.

A. *Scheduling of Hearing.* After an appeal has been received, the matter shall be placed on the next available agenda of the appeal authority that is within sixty days of the filing of such appeal.

B. *Notification of Applicant.* Within three business days of receipt of an appeal, staff shall attempt to notify the applicant.

C. *Joining an Appeal.* Only those persons who file an appeal within the time limit established shall be considered appellants. Any person who wishes to join an appeal shall follow the same procedures for an appellant. No person shall be allowed to join an appeal after the expiration of the time limit for appeals.

D. *Action and Findings.* The appeal authority shall conduct a de novo public hearing. At the hearing, the appeal authority may consider any issue involving the matter that is the subject of the appeal, in addition to the specific grounds identified in the appeal.

1. The appeal authority may affirm, affirm in part, or reverse the action, decision, or determination that is the subject of the appeal, based upon findings of fact about the case. The findings shall identify the reasons for the action on the appeal and verify the compliance or noncompliance of the subject of the appeal with these regulations.

2. When reviewing a decision on a community development permit, the appeal authority may adopt additional conditions of approval that may address other issues or concerns than the subject of the appeal.

Previous Project Revisions

Since the original Planning Commission Site and Architectural Design Review Application (SAD23-000009) approval, the applicant has made several minor changes to the project during the plancheck process. These include:

- The original configuration of the convenience store building floorplan was changed to expand and consolidate the office space within the building from several smaller separate spaces to one large space at the southern end of the building. Correspondingly, the retail space and storage/prep areas were reduced and consolidated primarily along the western and northern portions of the building.

- The location of the convenience store building was shifted approximately 5 feet to the west, to facilitate better circulation within the parking lot. This was accomplished with the approval of Lot Line Adjustment LLA24-000004, which adjusted the western boundary between the gas station site and the future hotel site.
- The landscaping and hardscape along the building's north elevation fronting onto Breakwater Street has been revised several times to accommodate a retaining wall needed to address the drop from the finished surface of Breakwater Street down to the building pad elevation.
- Minor changes to the exterior façade of the convenience store building have been made to accommodate the revisions to the interior configuration. The location and alignment of the various exterior colors, materials, and finishes remained generally consistent with the design approved by the Planning Commission in 2023.
- The aforementioned office space has been reconfigured to accommodate a small, quick-serve restaurant typical of those co-located with a gas station convenience store, in anticipation of the request for the drive-thru lane.

Except for the drive-through restaurant, the other modifications are interior changes or minor exterior changes related to interior changes that are not subject to Planning Commission review and should not be a material fact to deny a conditional use permit.

Traffic and Circulation

In preparation for the December 14, 2023, Planning Commission hearing on the Site and Architectural Design Review Application (SAD23-000009), the applicant and the City went through several revisions of a traffic and circulation impact assessment for the site and its proposed improvements. The base project assessment for this phase of the Dunes Project, prepared in January 2023 considered 29 single-family residences, a gas station with 16 pumps, a convenience store, and three 100 room hotels, but no restaurant or car wash. The first traffic and circulation update in February 2023 reflected the same 29 homes, a gas station with 8 pumps, a 4,500 square foot convenience store and a 2,500 square foot drive-thru restaurant attached to the convenience store, one full-service hotel with 100 rooms, and two motels with 100 rooms each. Then, in July 2023, the drive-thru restaurant was eliminated and the project scope revised to reflect one full-service hotel with 200 rooms, one motel with 100 rooms, a gas station with 12 pumps and a 4,950 square foot convenience store, an automated car wash with one tunnel, and the same 29 single-family residences previously identified. In updating the traffic analysis, Keith Higgins concluded that the July 2023 project configuration resulted in approximately 25% less traffic than the previous proposal with the drive-thru restaurant, and an approximately 15% reduction in traffic over the original January 2023 project scope.

Responding to circulation concerns regarding the proposed driveway connection from the gas station site to Imjin Parkway, in October 2023, the applicant submitted an updated traffic analysis. No changes were made to the project scope, but to reduce potential circulation issues, direct access from the hotel parking areas to the Imjin Parkway driveway was eliminated. This version of the traffic analysis, that did not include the drive-thru restaurant, was provided to the Planning Commission during the Site and Architectural Design Review hearing on December 14, 2023, where they ultimately approved the project (without the drive-thru). In approving the Design Review for the project, the Planning Commission imposed two specific conditions of approval to address potential traffic and circulation concerns. First, they required that direct access from the hotel parking to the Imjin Parkway driveway be eliminated. Second, they required that within one year of operations commencing on site, a traffic and circulation impact assessment would be conducted specifically to determine whether the Imjin Parkway should remain, be altered, or be eliminated.

During the April 23, 2026 Planning Commission meeting on the applicant's request for a conditional use permit to add a drive-thru to the approved project, concerns were expressed about traffic and circulation impacts, both within the site and to the surrounding road network. These included:

- Concerns about stacking capacity in the drive-thru lane
- Concerns about traffic entering the drive-thru lane, particularly from eastbound Breakwater Street
- Concerns about traffic exiting the drive-thru conflicting with traffic entering or exiting via the Imjin Parkway driveway
- Concerns about traffic exiting the drive-thru being trapped into exiting the site onto Imjin Parkway and being forced onto Hwy 1

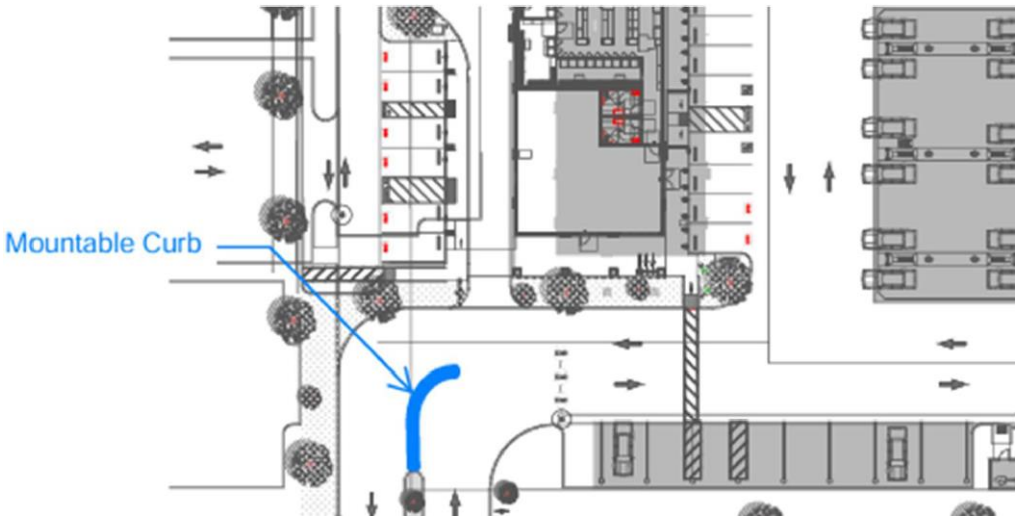
Circulation Modifications

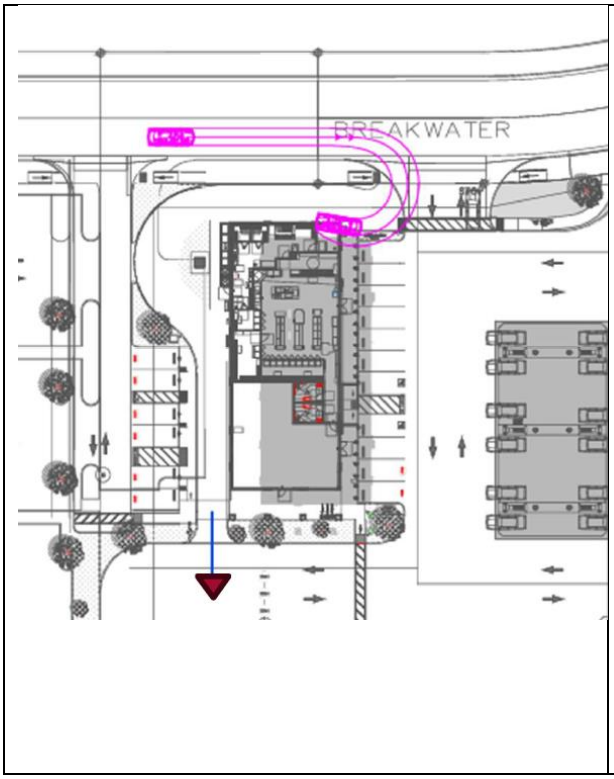
In light of the Planning Commission circulation concerns, the city had Kimley Horn peer review the applicant's traffic report and identify necessary to improve the overall circulation on the site. These included, but were not limited to the following:

- The proposed drive-through land use should not be a high yielding trip generator but be restricted to low demand fast food drive-through facilities, such as Taco Bell or Subway. It is recommended that the applicant confirm the proposed user, and that the city approves only low trip generators such that there is sufficient queuing space.

- The opposing movements at the drive-through exit can be mitigated by providing a "Bot Dot" or mountable curb barrier as indicated below in blue

Location of the Mountable Curb or Bot Dot in the Driveway







Conditions of Approval

For the Planning Commission hearing, staff had proposed incorporating all of the original conditions of approval from the previous Site and Architectural Design Review Application (SAD23-000009) approval for the site, plus the following additions:

1) The traffic and circulation review of the Imjin Parkway driveway within one year of operations commencing was expanded to no longer just consider the viability of the Imjin Parkway driveways, but to assess circulation on the entire site, including drive-thru stacking, conflicts between the drive-thru entrance and the Breakwater driveway, conflicts between traffic exiting the drive-thru and traffic utilizing the Imjin driveway in either direction, and general circulation conditions across the entire site.
2) The applicant shall prepare a comprehensive signage and striping plan for the entire site, to include all directional and informational signage, including directional arrows on the pavement, directional signage for vehicles exiting the drive-thru lane, "no u-turn" drive-thru access from eastbound Breakwater Street, disabled paths of travel, etc.
3) Removable bollards are to be added to the rolled curb at the western edge of the drive-thru lane that provides service vehicle access to the EV Charger transformer at the west edge of the building.

Additionally, in reviewing the permit after the Planning Commission denial of the permit, the Public Works Department is also asking for the following conditions of approval to be placed on the permit prior to occupancy of the building:

1) The applicant shall submit confirmation of functionality/viability of turning movements in and out of all service areas on-site per NACTO (National Association of City Transportation Officials)
2) The applicant shall provide an updated Lot Line Adjustment package to incorporate the new improvement areas along the western boundary of his project.

3) The applicant shall confirm with the Water District that this new use within the store has enough approved allocated water.
4) The applicant shall install a mountable curb/Bott Dot island to better separate inbound and outbound Imjin driveway traffic while still enabling traffic exiting the drive-thru to turn left and proceed back to the main parking lot and ultimately exit the site onto Breakwater Street (proposed by Kimley-Horn, the City's on-call traffic consultant).

The recommendations proposed by Kimley Horn will address the Planning Commission concerns. If approved, the conditions of approval will incorporate by reference the additional conditions listed in this staff report

Additional Considerations:

Zoning. The University Villages Specific Plan (UVSP) designates this parcel in the Specific Plan Area as Opportunity Area 1A with a Land Use Designation of MU-Multiple Use. The Multiple Use designation permits a variety of uses including commercial retail and restaurants. While the UVSP does not list drive-thru operations as permitted or conditionally permitted uses, it does not explicitly prohibit them. Section 5.1 (General Provisions) of the Specific Plan does state that "(a)ny issue not directly or specifically covered by this Specific Plan shall be subject to non-conflicting regulations and procedures of the City of Marina Planning and Zoning Code." Within the C-2 General Commercial zoning district, the Zoning Ordinance (MMC Section 17.20.030.d) lists drive-thru restaurants as conditionally permitted uses.

Findings. Per Marina Municipal Code (MMC) Section 17.58.040, in order to grant any use permit, the findings of the appropriate authority shall be that the establishment, maintenance or operation of the use or building applied for will not under the circumstances of the particular case be detrimental to health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

Upon review of the proposed Conditional Use Permit application, plans, materials, and proposed conditions of approval, staff finds that the proposed drive-thru lane at a previously approved gas station, convenience store, and carwash will not be detrimental to health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of the proposed drive-thru lane, nor will it be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

CONFLICT OF INTEREST

Council members or Planning Commissioners are subject to the Political Reform Act. Council Members or Planning Commissioners must not make, participate in making, or attempt to influence in any manner a governmental decision which they know, or should know, may have a material effect on a financial interest of such Council Member or Planning Commissioner.

EX PARTE COMMUNICATION DISCLOSURES

On quasi-judicial matters, City Councilmembers shall verbally disclose off the record contacts relating to the item, after the item is called and before City Council consideration of the matter. Disclosure shall include the identity of an individual(s) with whom the City Council had contact, and the nature of the contact. Written *ex parte* communications must be forwarded to the Community Development Department so they can be provided to the entire Commission, the Council, and to the public.

ENVIRONMENTAL DETERMINATION

The City of Marina Planning Division has determined that this 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), which was certified for the University Villages Specific Plan (UVSP). *See* CEQA Guidelines § 15183; Cal. Pub. Resources Code § 21083.3(b). The Specific Plan, its associated EIR, and the City of Marina Zoning Ordinance contemplated that the previously approved uses at the site, the gas station, convenience store, and carwash were all permitted uses within the MU-Mixed Use district within the UVSP. The addition of a restaurant to this site is also identified as permitted use. The UVSP does not mention drive-thru lanes as permitted, conditionally permitted, or prohibited. As such, the UVSP defers to the City of Marina Zoning Ordinance, which finds that drive-through lanes are conditionally permitted uses within the main commercial districts within the City. As such, subject to conditions of approval, the proposed use should not generate any adverse impacts.

CONCLUSION

This staff report, resolution, and associated exhibits are submitted for City Council consideration.

Respectfully submitted,

_____

Bradley Evanson
Contract Planner
Regional Government Services

REVIEWED/CONCUR:

_____

Guido F. Persicone, AICP
Community Development Director
City of Marina

_____

Layne Long
City Manager
City of Marina

ATTACHMENTS

Exhibit A – Conditional Use Permit Findings
Exhibit B – Project Conditions of Approval
Exhibit C – Plans
Exhibit D – Keith Higgins Traffic/Circulation Report
Exhibit E – Kimley-Horn Peer Review of Keith Higgins Traffic/Circulation Report

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE APPEAL OF THE PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT CUP26-00002 TO ESTABLISH A DRIVE-THRU LANE AT THE PREVIOUSLY APPROVED GAS STATION, CONVENIENCE STORE, AND CAR WASH LOCATED AT THE NORTHWEST CORNER OF IMJIN PARKWAY AND DEL MONTE BLVD/2ND AVENUE, AND FIND THIS ACTION WAS ADEQUATELY ADDRESSED IN EIR NO. 2004091167, CERTIFIED FOR THE UNIVERSITY VILLAGES SPECIFIC PLAN.

WHEREAS, on December 14, 2023, at a duly noticed public hearing, the Planning Commission of the City of Marina considered Site and Architectural Design Review SAD23-000009 to establish a gas station, convenience store, and carwash at the northwest corner of 2nd Avenue/Del Monte Boulevard and Imjin Parkway; and

WHEREAS, the Planning Commission adopted a resolution approving the Site and Architectural Design Review subject to findings and conditions of approval; and

WHEREAS, on March 12, 2026, the applicant submitted an application for Conditional Use Permit CU26-000002 to make minor site and building revisions to add a drive-thru lane to the gas station site to support a future restaurant within the convenience store building; and

WHEREAS, staff determined that the proposed drive-thru lane is consistent with the City's Conditional Use Permit criteria and will not be detrimental to health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of the proposed drive-thru lane, nor will it be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City; and

WHEREAS, the City of Marina is a lead agency under the California Environmental Quality Act (CEQA) and has determined 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), which was certified for the University Villages Specific Plan (UVSP). *See* CEQA Guidelines § 15183; Cal. Pub. Resources Code § 21083.3(b). The Specific Plan, its associated EIR, and the City of Marina Zoning Ordinance contemplated that the previously approved uses at the site, the gas station, convenience store, and carwash were all permitted uses within the MU-Mixed Use district within the UVSP. The addition of a restaurant to this site is also identified as a permitted use. The UVSP does not mention drive-thru lanes as permitted, conditionally permitted, or prohibited. As such, the UVSP defers to the City of Marina Zoning Ordinance, which finds that drive-thru lanes are conditionally permitted uses within the main commercial districts within the City. As such, subject to conditions of approval, the proposed use should not generate any adverse impacts.

WHEREAS, on April 23, 2026, the Planning Commission conducted a duly noticed public hearing, took public testimony, and considered the application for CUP26-000002; and

WHEREAS, the Planning Commission did not adopt a resolution approving Conditional Use Permit CUP26-000002, effectively denying the application; and

WHEREAS, on April 26, 2026, the applicant, Harvy Dadwal, filed an appeal of the Planning Commission's action within the standard ten (10) day appeal period, and

WHEREAS, on June 2, 2026, the City Council conducted a duly noticed public hearing, took public testimony, and considered the appeal of the Planning Commission's denial of CUP26-000002.

NOW THEREFORE BE IT RESOLVED that the City Council, based on Findings of Fact, Conditions of Approval, and the CEQA determination referenced hereto, does hereby:

1. 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).
2. Incorporate by reference the recitals listed above, the staff report accompanying this resolution, and the project revised Conditions of Approval as presented by City staff at the June 2, 2026 City Council meeting. (Exhibit A to this Resolution).
3. Approve a Conditional Use Permit to make minor site and building revisions to add a drive-thru lane to the gas station site to support a future restaurant within the convenience store building on the property located at the northwest corner of Imjin Parkway and Del Monte Blvd/Second Avenue (Opportunity Area 1A of the Dunes Development), subject to the Findings contained in Exhibit A and the Conditions of Approval contained in Exhibit B.
4. Direct staff to prepare and submit a Notice of Exemption (NOE) to the County Clerk within five days of approval by the City Council.

PASSED AND ADOPTED by the City Council of the City of Marina at a duly noticed special on the 2nd day of June 2026, by the following vote:

AYES, COUNCIL MEMBERS:
NOES, COUNCIL MEMBERS:
ABSENT, COUNCIL MEMBERS:
ABSTAIN, COUNCIL MEMBER:

_____
Bruce Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

EXHIBIT A

CONDITIONAL USE PERMIT FINDINGS

Per Marina Municipal Code (MMC) Section 17.58.040, in order to grant any use permit, the findings of the appropriate authority shall be that the establishment, maintenance or operation of the use or building applied for will not under the circumstances of the particular case be detrimental to health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

Upon review of the proposed Conditional Use Permit application, plans, materials, and proposed conditions of approval, staff finds that with the Conditions of Approval, Exhibit B, the proposed drive-thru lane at a previously approved gas station, convenience store, and car wash will not be detrimental to health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of the proposed drive-thru lane, nor will it be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

Drive-Thru Lane Conditions of Approval

The recitals from the project resolution are incorporated by reference into the attached conditions of approval.

1. **Approved Use.** The permittee shall execute, construct, and operate the project in accordance with the approved application materials and plans dated March 25, 2026, as amended by the following conditions of approval. Any deviation from approvals must be reviewed and approved by staff and may require separate approval from the approving authority and/or further environmental review.

2. **Effective Date, Expiration, and Extensions.** This approval shall become effective immediately, except when an appeal period applies pursuant to Marina Municipal Code (MMC) Chapter 17.70, in which case actions shall become effective ten (10) days after the approval date provided that no appeal is filed. Approval shall expire **two years** from the Approval date, or from the date of the final decision in the event of an appeal, unless within such period a complete building permit application has been filed with the Community Development Department, or the authorized activities have commenced in the case of a permit not involving construction. Upon written request and payment of appropriate fees submitted no later than the expiration date of this Approval, the Community Development Director or designee may grant a one-year extension of this date, with additional extensions subject to approval by the approving body. Expiration of any necessary building permit or other construction-related permit for this project may invalidate this Approval if said Approval has also expired. If litigation is filed challenging this Approval or its implementation, then the time period stated above for obtaining necessary permits for construction and/or commencement of authorized activities is automatically extended for the duration of the litigation.

3. **Compliance with Other Requirements.** The permittee shall comply with all other applicable federal, state, regional, and local laws, codes, requirements, regulations, and guidelines. Compliance with other applicable requirements may require changes to the approved use and/or plans. These changes shall be processed in accordance with the procedures contained in Condition #4.

4. **Compliance with Specific Plan**. This project and all subsequent projects within this site shall be consistent with the University Village Specific Plan. All applicable University Village Specific Plan Environmental Impact Report (EIR) Mitigation and Monitoring Program (MMRP) conditions shall be applicable and enforceable upon this project.

5. **Prior Approval.** All conditions of approval associated with the Planning Commission approval of Site and Architectural Development Review SAD23-000009 are incorporated herein and shall apply to the approval of CU26-000002.

6. **Rolled Curb.** The proposed rolled curb between the drive-thru lane and the parking lot aisle directly west of the drive-thru lane shall be replaced with a standard curb and shall include a series of bollards to prevent traffic from utilizing the drive-thru lane as an exit path from the parking area west of the convenience store building.

7. **Traffic and Circulation Review.** The traffic and circulation review of the Imjin Parkway driveway within one year of operations commencing was expanded to no longer just consider the viability of the Imjin Parkway driveways, but to assess circulation on the entire site, including drive-thru stacking, conflicts between the drive-thru entrance and the Breakwater driveway, conflicts between traffic exiting the drive-thru and traffic utilizing the Imjin driveway in either direction, and general circulation conditions across the entire site.

8. **Striping Plan.** The applicant shall prepare a comprehensive signage and striping plan for the entire site, to include all directional and informational signage, including directional arrows on the pavement, directional signage for vehicles exiting the drive-thru lane, "no u-turn" drive-thru access from eastbound Breakwater Street, disabled paths of travel, etc.

9. **Turning Movements.** The applicant shall submit confirmation of functionality/viability of turning movements in and out of all service areas on-site per NACTO (National Association of City Transportation Officials).

10. **Lot Line Adjustment.** The applicant shall provide an updated Lot Line Adjustment package to incorporate the new improvement areas along the western boundary of his project.

11. **Water Availability.** The applicant shall confirm with the Water District that this new use within the store has enough approved allocated water.

12. **Mountable Curb.** Per the Kimley-Horn peer review of the May 4, 2026, Keith Higgins supplemental traffic document, the applicant shall install a mountable curb/Bott Dot island to better separate inbound and outbound Imjin driveway traffic while still enabling traffic exiting the drive-thru to turn left and proceed back to the main parking lot and ultimately exit the site onto Breakwater Street.

13. **Modifications.** Any modification to the approved project, site plan, conditions of approval, or use requires consistency review and approval by Community Development Director. Major revisions may require review and approval by the original approving body.

14. **Compliance with Conditions of Approval.** The permittee shall be responsible for compliance with all Conditions of Approval. The City reserves the right at any time during construction to require certification by a licensed professional at the permittee's expense that the as-built project conforms to all applicable requirements. Violation of any term, project description, or Condition of Approval is unlawful and prohibited. In the case of noncompliance with the requirements of a Use Permit, Marina Municipal Code (MMC) Section 17.58.060 allows for the revocation of said permit. The City reserves the right to initiate civil and/or criminal enforcement and/or abatement proceedings where

violations are present, consistent with MMC Chapters 1.08, 1.10 and 1.12.

15. **Revocation.** Where one or more project Conditions of Approval are not met, or where a project was approved on the basis of false material information given willfully, intentionally or negligently by the permittee, the appropriate authority may revoke or modify the approval for the project.

16. **Indemnification.** To the extent allowable by law, the permittee agrees to hold the City harmless from costs and expenses, including attorney's fees, incurred by the City or held to be the liability of the City in connection with the City's defense of its actions in any proceeding brought in any state or federal court challenging the City's actions with respect to the project. The permittee understands and acknowledges that the City is under no obligation to defend any legal actions challenging the City's actions with respect to the project.

17. **Record Retention.** The permittee shall retain full and complete copies of all permits and other regulatory approvals issued in connection with the project, including but not limited to conditions of approval, approved plans, and resolutions. In the event the City cannot locate full and complete permits or other regulatory approvals in its official records, and the permittee fails to retain full and complete permits or other regulatory approvals, any ambiguities or uncertainties that would be resolved through an examination of the missing documents will be conclusively resolved against the permittee.

18. **Violation of Code.** Any person who does any work or uses, occupies or maintains any building or structure, or causes the same to be done, or does any grading, contrary to or in violation of Title 15, Buildings and Construction, or of any of the uniform codes adopted by Title 15 is guilty of an infraction pursuant to Marina Municipal Code (MMC) Section 15.04.060.

19. **Grading Permit.** Grading work disturbing at least 50 cubic yards or 2,500 square feet of a property within the City requires a grading permit meeting all requirements of Marina Municipal Code (MMC) Section 8.46.130 regarding stormwater retention. The permittee shall secure a grading permit before beginning grading work.

20. **Notice of Exemption.** That within five (5) days from the date of action upon the permit of this project by City Council the applicant shall submit to Planning staff a check payable to the "Monterey County Clerk" in the amount of $50.00 to pay for the fee for filing the notice of exemption.

21. **Landscape Maintenance.** Prior to the issuance of a building permit, the applicant shall provide a bond or other surety acceptable to the City to guarantee that the installed landscaping shall remain in a healthy and growing condition for a minimum of two years from the date of occupancy approval. The amount of the surety shall be a minimum of ten percent of the actual or estimated costs of the installation accepted by the Planning Services Division. An amount greater than ten percent may be required by the Planning Services Division if more exotic, less reliable plant material is specified in the approved

planting plan. Two years after the approval of occupancy, the applicant shall contact the Planning Services Division to arrange for an inspection of the landscaping. If or when all landscaping shown on the approved plans is in place and is healthy and growing condition, the surety shall be returned to the entity that provided the surety or to another entity upon proof of transfer. If plant material is dead, dying or missing and the applicant does not take steps to restore the landscaping, the City shall have the authority to use the surety for the restoration of the landscaping.

22. **Site Maintenance.** The project site shall be kept in a nuisance-free condition, and healthy and well-kept landscaping shall be continuously maintained. Any existing blight or nuisance shall be abated within seventy-two hours of receiving a notice from the City of Marina.

23. **Monterey Bay Air Resources District (Permit)**. Prior to issuance of construction permit(s), the Owner/Applicant shall submit evidence to the Building Division, that the appropriate permits have been obtained from Monterey Bay Air Resources District.

24. **Monterey Bay Air Resources District (BMPs).** The Owner/Applicant shall utilize Best Management Practices (BMPs) for fugitive dust control measures. Best Management Practices (BMPs) notes shall be included on all building and/or grading permits for construction activities that may result in soil/ground disturbance

25. **Bicycle Facilities.** Prior to the issuance of building permits the site plan shall be modified to show the placement of one bike rack per Section 5.7 of the University Village Specific Plan. Prior to occupancy, the bike rack shall be installed.

26. **Trash Enclosures and Maintenance Building**. Prior to the issuance of building permits the applicant submit shall coordinate with the waste hauler for the site and submit proof that adequate service will be accommodated/contracted for the project site. The applicant shall demonstrate the service provider approves of the size and final location of the trash enclosure.

27. **Environmental Health Clearance.** Prior to the issuance of building permits, clearance from the Monterey County Department of Environmental Health shall be obtained and provided to the Community Development Department.

28. **Development Impact Fee (DIF).** The developer shall comply with the provisions of Title 3, Chapter 3.26 of the Marina Municipal Code and all its resolutions by paying the appropriate City fee.

29. **Construction Noise**. Unless otherwise authorized, construction activities shall be conducted in compliance with Marina Municipal Code (MMC) Section 15.04.055 and all non-emergency construction or repair work shall be limited to the following schedule: Monday through Saturday: 7 a.m. to 7 p.m.

Sunday and holidays: 10 a.m. to 7 p.m. (For the purposes of this section, "holidays" shall include New Year's Day, July 4th, Thanksgiving and Christmas)
During daylight savings time, the hours of construction may be extended to 8 p.m.
No construction, tools, or equipment shall produce a decibel level of more than sixty (60) decibels for twenty-five (25) percent of an hour at any receiving property line.

30. **Operational Noise.** Noise levels from the project site after completion of the project (i.e., during project operation) shall comply with the performance standards of Marina Municipal Code (MMC) Chapter 9.24. If noise levels exceed these standards, the activity causing the noise shall be abated until appropriate noise reduction measures have been installed and compliance verified by the City

31. **Lighting**. Prior to the issuance of building permits, the applicant shall be required to submit a detailed lighting plan to ensure dark sky principles are incorporated into the final design of the building and light pollution does not occur. Exterior lighting fixtures shall be adequately shielded to a point below the light bulb and reflector prevent unnecessary glare onto adjacent properties. Per the University Village Specific Plan, the lighting plan shall demonstrate that said lighting is dimly light as is feasible. After installation, the Community Development Director or designee shall retain the right to require reduction in the intensity of illumination or change of light color if said illumination creates any undue public nuisance. The following shall be shown within the construction drawings:

32. **Encroachment Permit**. Any improvements or staging within the City Right-of-Way will require an Encroachment Permit and a Public Improvement Agreement with the City. Improvements in the right-of-way shall conform to the City Standard Details and the Dunes Specific Plan with Tentative Map Conditions (as amended).
33. **Traffic Control Plan.** If temporary closure of the public right-of-way is required for construction and/or staging, the permittee shall receive an encroachment permit from the Public Works Department, which includes a Traffic Control Plan to be approved by the City Engineer.
34. **Road, Sidewalk, and Landscape Condition.** All affected roads, sidewalks, and landscaped areas shall be restored to original or better condition following completion of work in the right(s)-of-way.

35. **Grading Permit.** Due to the scope of the project, a Grading Permit will be required. Provide the following for the Permit Plan Review submittal:

    a. Preliminary Title Report not more than 6 months old.

    b. Hydrology Report for the proposed on-site drainage system.

    c. Show all proposed spot elevations showing positive drainage away from all proposed structures and property lines. Hillsides shall be graded (e.g. drainage

swales) to capture runoff before reaching the City right-of-way or adjacent properties.

d. Show the sediment capture/pre-treatment features (for parking lots) and retention systems for capturing on-site runoff with pipe sizing and invert elevations. If driveways are sloped towards the City right-of-way, show a driveway catchment system preventing runoff from leaving the property.

36. Lighting Plan. A Photometric & Lighting Plan shall be submitted to the Public Works and Community Development Departments for review and approval prior to issuance of the Grading Permit. Special consideration shall be given to the project's close proximity to residential development and Highway 1.

37. Off Site Improvements. For any offsite improvements not within the City's right-of-way, the applicant shall obtain the necessary approvals from the Property Owner or Public Agency (e.g. Caltrans) prior to issuance of the Grading Permit.

38. MCWD Approval. The applicant shall coordinate with the adjacent Developer (Shea Homes) and the special water district (Marina Coast Water District) for approval of the project's proposed sewer and water improvements.

39. Peer Review Traffic Report. The applicant shall submit final plans for approval by the Community Development Director incorporating modifications to the site plan as approved by the City Council on June 2, 2026 per the peer review of the traffic study prepared by Kimley Horn.

40. Additional Condition of Approval. Additional project conditions of approval as identified in the June 2, 2026 City Council report and approved by the City Council shall be incorporated by reference into the project conditions. The applicant shall demonstrate compliance with said conditions prior to occupying the building and operation of the gas station. Including but not limited to the following:

a. The traffic and circulation review of the Imjin Parkway driveway within one year of operations commencing was expanded to no longer just consider the viability of the Imjin Parkway driveways, but to assess circulation on the entire site, including drive-thru stacking, conflicts between the drive-thru entrance and the Breakwater driveway, conflicts between traffic exiting the drive-thru and traffic utilizing the Imjin driveway in either direction, and general circulation conditions across the entire site.
b. The applicant shall prepare a comprehensive signage and striping plan for the entire site, to include all directional and informational signage, including directional arrows on the pavement, directional signage for vehicles exiting the drive-thru lane, "no u-turn" drive-thru access from eastbound Breakwater Street, disabled paths of travel, etc.

c. Removable bollards are to be added to the rolled curb at the western edge of the drive-thru lane that provides service vehicle access to the EV Charger transformer at the west edge of the building.
d. The applicant shall submit confirmation of functionality/viability of turning movements in and out of all service areas on-site per NACTO (National Association of City Transportation Officials)
e. The applicant shall provide an updated Lot Line Adjustment package to incorporate the new improvement areas along the western boundary of his project.
f. The applicant shall confirm with the Water District that this new use within the store has enough approved allocated water.
g. The applicant shall install a mountable curb/Bott Dot island to better separate inbound and outbound Imjin driveway traffic while still enabling traffic exiting the drive-thru to turn left and proceed back to the main parking lot and ultimately exit the site onto Breakwater Street (proposed by Kimley-Horn, the City's on-call traffic consultant).
h. The proposed drive-through land use should not be a high yielding trip generator but be restricted to low demand fast food drive-through facilities, such as Taco Bell or Subway. It is recommended that the applicant confirm the proposed user, and that the city approves only low trip generators and sufficient queuing space.
i. The opposing movements at the drive-through exit can be mitigated by providing a "Bot Dot" or mountable curb barrier as indicated below in blue

41. Permit Authorization and Signature. The planning permits are not valid, and construction shall not commence until the below affidavit is signed and the approved Conditions are returned to the Community Development Department.

a. I attest to the truth and correctness of all the facts, exhibits, maps, and attachments presented with and made a part of the application for the [Insert Project Description].
b. I understand and agree to implement all conditions throughout the duration of the project.
c. I acknowledge that any changes to the conditions of approval would require modification of the conditional use permit by the approval authority.

Permittee's Name:

Permittee's Signature: Date:

d. I am the owner of the property involved in this project, and I authorize the person named above to act on my behalf throughout the duration of the project.

Property Owner's Name:

Property Owner's Signature: Date:

MARINA CHEVRON QSR WITH DRIVE-THRU CUP

3001 2ND AVE
MARINA CA 93933

SCOPE OF WORK

THE EXISITNG 4950 SF (110 X 45) C-STORE BLDG. WILL REMAIN AS IS. THE OFFICE SPACE WILL BE CONVERTED INTO A QSR. THERE WILL BE A NEW DRIVE THRU WITH A DRIVE THRU WINDOW TO THE BACK OF THE BUILDING. THIS AREA WAS PREVIOUSLY LANDSCAPING.

ALSO, THE SIGNAGE FOR THE FRONTAGE IS INCLUDED.

ALL PREVIOUSLY APPROVED CONDITIONS ARE STILL IN EFFECT. THIS WILL BE AN ADDITION TO THOSE CONDITIONS.

APPLICABLE CODES

2025	CALIFORNIA BUILDING CODE
2025	CALIFORNIA PLUMBING CODE
2025	CALIFORNIA MECHANICAL CODE
2025	CALIFORNIA ELECTRICAL CODE
2025	CALIFORNIA FIRE CODE
2025	CAL-GREEN
2025	TITLE 24 ENERGY
2025	NFPA 24
COUNTY/CITY MUNICIPAL CODE : CURRENT VERSION	

SHEET INDEX

SHEET	DESCRIPTION
	ARCHITECTURAL
A0.0	COVER SHEET
A1.1	SITE PLAN
A2.1	FLOOR PLAN - STORE
A2.7	ELEVATIONS - STORE
SHEET	DESCRIPTION
	CIVIL
C2	GRADING & DRAINAGE PLAN
SHEET	DESCRIPTION
	LANDSCAPE
L1.0A1	LANDSCAPE PLAN
L12.0A1	IRRIGATION PLAN
SHEET	DESCRIPTION
	SIGNAGE
L1	MONUMENT SIGN B
L2	MONUMENT SIGN ON IMUN-C-1
L3	MONUMENT SIGN ON IMUN - C-2
L4	MONUMENT GAS SIGN ON IMUN

VICINITY MAP



MARINA, CALIFORNIA

OWNER DATA

HARBHAJAN DADWAL
1534 FREMONT BLVD SUITE-D
SEASIDE, CA 93955
PHONE: 831-224-9191 CONTACT: HARVEY
EMAIL: harveyddadwal@gmail.com

DEVELOPMENT AGENCY

CITY OF MARINA
211 HILLCREST AVENUE
MARINA, CA 93933
PHONE: 831-884-1278 CONTACT: DEPARTMENT
EMAIL: marina@ci.marina.ca.us

HEALTH AGENCY

MONTERERY COUNTY HEALTH DEPARTMENT
19065 PORTOLA DRIVE
SALINAS, CA 93908
PHONE: 831-647-7655 CONTACT: DEPARTMENT
EMAIL: --

ENGINEER IN RECORD

CVEAS, INC - RICARDO LEAL - PE
22511 LOGAN STREET
SELMA, CA 93662
PHONE: 559-891-8611 CONTACT: RICARDO
EMAIL: rleal@cveas.com

PROJECT DATA

EX. USE:	VACANT LAND
NEW USE:	GAS STATION
APN:	031-251-073
SITE ADDRESS:	3001 2nd Ave. Marina, CA. 93933
ZONE:	C-1
CONSTRUCTION TYPE:	VB
OCCUPANCY:	M (STORE) B (CARWASH)
FIRE SPRINKLER SYSTEM:	YES
FIRE ALARM SYSTEM:	YES

AREA/OCCUPANCY CALCULATIONS

SITE AREA:	68,087 SF		1.586 ACRES	
		GROUP	ALLOWABLE	
ALLOWABLE BUILDING AREA ANALYSIS		B	9000	
		U	5,500	
		M	9000	
	ACTUAL SF			SPRINKLERS PROVIDED
C-STORE AREA:	3,014 SF	M	9000	
OFFICE AREA #1:	120 SF	B	9000	
OFFICE AREA #2:	1588 SF	B	9000	
RESTROOM AREAS:	228 SF	M	9000	
C-STORE BLDG (110 X 45):	4,950 SF	M	9000	YES
COVER PATIO SQ. FT:	575 SF	M	9000	YES
CALCULATED AS (1)	5,525 SF			
FUEL CANOPY (84' X 40'):	3,360 SF	M	9,000	NO
CARWASH BLDG (90' X 32'):	2,880 SF	U	5,500	YES
VACUUM CANOPY - 1	2,080 SF	U	5,500	YES
CALCULATED AS (1)	4,960 SF			
VACUUM CANOPY - 2	2,360 SF	U	5,500	YES
EQUIPMENT ENCLOSURE	134 SF	U	5,500	YES
CALCULATED AS (1)	2,494 SF			
TOTAL AREA:	16,339 SF			
AREA OF LOT COVERAGE:	0.2 SF			

PARKING CALCULATIONS

DESCRIPTION	SQUARE FOOTAGE			
C-STORE BLDG (110 X 45):	4,950 SF			
FUEL CANOPY (84' X 40'):	3,360 SF			
CARWASH BLDG (90' X 32'):	2,880 SF			
VACUUM CANOPY - 1	2,080 SF			
-2	2,360 SF			
TOTAL AREA:	14,075 SF			
COUNTY MUNICIPAL CODE PARKING REQUIREMENT				
		FOR TOTAL AREA OF BLDG		
PARKING REQUIRED	4,950 SF	SF	18	STALL
PARKING PROVIDED				
STANDARD PARKING PROVIDED:				7
ACCESSIBILITY PARKING PROVIDED:				2
PARKING AT FUEL PUMP:				12
EVCS REQUIRED PER TABLE 5.106.5.3.1 = ACTUAL 26-50 (31) PROVIDE 8 EV CAPABLE / 2 EVSE				8 EVSE 2 CAPABLE
TOTAL PARKING PROVIDED:				29
VACUUM PARKING:				15

K12 Architects, Inc
3090 Fite Circle, #104
Sacramento, CA 95827
PH:(916) 455-6500 FAX:(916) 455-8100

CONSULTANTS:

CONTRACTOR:

PROJECT:

MARINA CHEVRON QSR WITH DRIVE-THRU CUP

3001 2nd AVE
MARINA, CA 93933

DEVELOPER:

REVISIONS:

PROFESSIONAL SEALS:

STATE OF CALIFORNIA — KURT WAGENKNECHT — C-14729 — NOVEMBER, 2027 — RENEWAL — LICENSED ARCHITECT

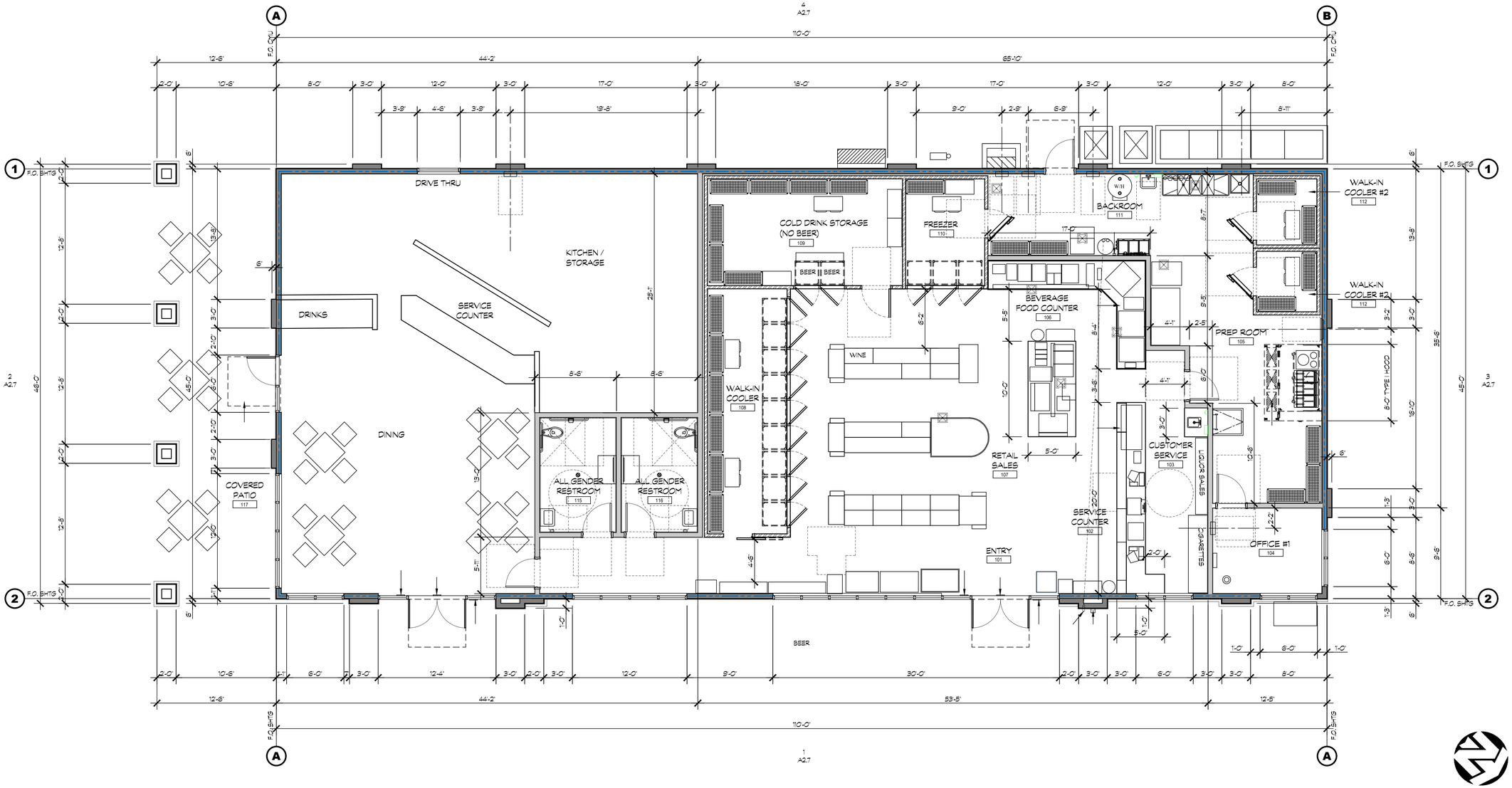
PROJECT NUMBER: **24-004**
PROJECT DATE: **03-25-2026**

SHEET CONTENTS:

COVER SHEET

SHEET NUMBER:

A0.0



FLOOR PLAN 1

SCALE: 3/16" = 1'-0"

WALL LEGEND

SYMBOL	DESCRIPTION
	NEW EXTERIOR WALL: 2X6 DF#2 AT 16" O.C. EXTERIOR SIDE - 3-LAYER STUCCO - 7/8" MIN. THICKNESS OVER 17 GA. X 1-1/2" HEXAGONAL PAPER-BACKED WIRE LATH OVER 2-LAYERS OF TYPE "D" PAPER UNDER-LAYMENT OVER PLYWOOD SHEATHING. INTERIOR SIDE- 5/8" DRYWALL WITH SCREWS BOTH SIDES. REFER TO STRUCTURAL PLANS FOR NAILING. REFER TO INSULATION SCHEDULE AND TITLE 24.
	INTERIOR WALL: 2X6 DF#2 AT 16" O.C. 5/8" DRYWALL WITH SCREWS BOTH SIDES
	PRE-FAB METAL WALL FOR WALK-IN BOXES PER MANUFACTURER'S SPECS. PROVIDE 2" AIR GAP BETWEEN EXTERIOR / INTERIOR WALLS AND WALK-IN BOXES.

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STATE OF CALIFORNIA
KURT WAGENKNECHT
C-14729
NOVEMBER, 2022
RENEWAL DATE
LICENSED ARCHITECT

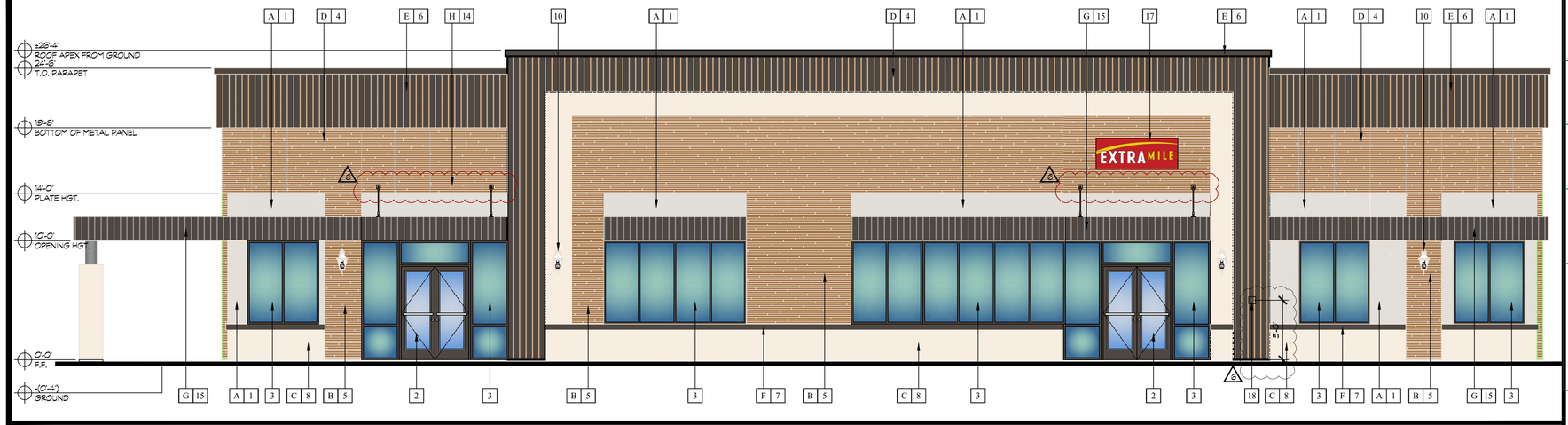
PROJECT NUMBER: **24-004**
PROJECT DATE: **03-25-2026**

SHEET CONTENTS:

C STORE FLOOR PLAN

SHEET NUMBER:

A2.1



FRONT ELEVATION - EAST 1

SCALE: 3/16" = 1'-0"



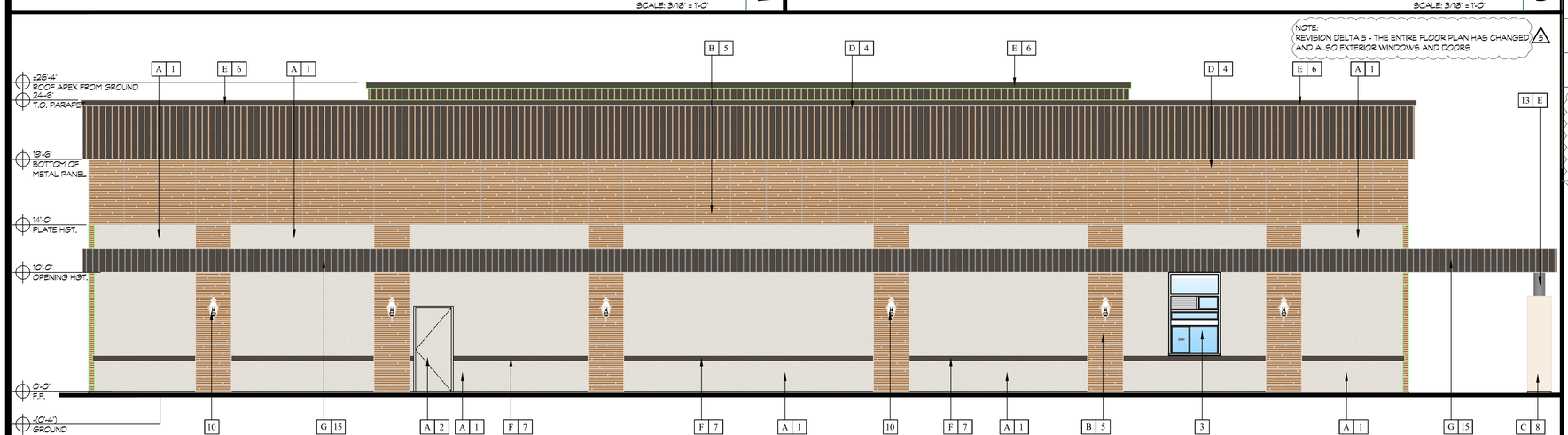
LEFT SIDE ELEVATION - SOUTH 2

SCALE: 3/16" = 1'-0"



RIGHT SIDE ELEVATION - NORTH 3

SCALE: 3/16" = 1'-0"



REAR ELEVATION - WEST 4

SCALE: 3/16" = 1'-0"

COLOR SCHEDULE

A	STUCCO #1: 3-LAYERED STUCCO FINISH COLOR - SW7014 - EIDER WHITE OR EQUAL
B	PVDF WOOD GRAIN FINISHES: PAC-CLAD PETERSONC COLOR - SUGAR MAPLE OR EQUAL
C	STONE VENEER: EL DORADO STONE VANTAGE 3D COLOR - WHITE ELM
D	METAL SIDING: METAL CLADDING SYSTEM FLATLOCK COLOR - MATTE BLACK STEEL OR EQUAL INSTALL PER MANUFACTURERS SPECS AND INSTALLATION INSTRUCTIONS. REFER TO DETAILS ON D11.
E	CORNICE FINISH: SHERWIN WILLIAMS SW7020 COLOR - BLACK FOX OR EQUAL
F	TRIM FINISH: SHERWIN WILLIAMS SW7020 COLOR - BLACK FOX OR EQUAL.
G	METAL TRIM SHERWIN WILLIAMS SW7020 COLOR - BLACK FOX OR EQUAL.
H	METAL CANOPY SHERWIN WILLIAMS SW7020 COLOR - BLACK FOX OR EQUAL. (3)

ELEVATION KEYED NOTES

1	3 COAT STUCCO SMOOTH FINISH #1: 7/8" MIN. THICKNESS OVER 17 GA. X 1-1/2" HEXAGONAL PAPER BACKED WIRE LATH OVER 2-LAYERS OF TYPE 'D' PAPER UNDER-LAYMENT OVER PLYWOOD. REFER TO WEEP SCREED DETAIL 1/D1 FOR EXTERIOR WALLS. REFER TO WEEP SCREED DETAIL 2/D1 FOR STEM WALLS REFER TO WEEP SCREED DETAILS 3/D1 FOR BOX COLUMN(S).
2	DOOR OPENING - REFER TO DOOR SCHEDULE ON SHEET A2.1 AND DETAIL(S) ON SHEET D2.
3	WINDOW OPENING - REFER TO WINDOW SCHEDULE ON SHEET A2.1 AND DETAIL(S) ON SHEET D2.
4	METAL SIDING PANEL(S).
5	2' X 3' METAL PANEL(S).
6	FOAM CORNICE - REFER TO DETAIL X/D5.
7	FOAM TRIM - REFER TO DETAIL X/D5.
8	STONE VENEER - PAGOSA SPRINGS
9	NOT USED
10	WALL SCONCE LIGHT FIXTURE. REFER TO ELECTRICAL.
11	PRE-FINISHED ALUMINUM STOREFRONT SYSTEM.
12	NOT USED
13	METAL POST - ALUMINMUM FINISH.
14	METAL CANOPY
15	METAL TRIM
16	3 COAT STUCCO SMOOTH FINISH: 7/8" MIN. THICKNESS OVER HIRB LATH OVER 2-LAYERS OF TYPE 'D' PAPER UNDER-LAYMENT OVER PLYWOOD.
17	5'-0" X 20'-0" SIGN BY EXTRA MILE. AREA - 100 SF PER DEVELOPER'S REQUIREMENTS, AND CITY STANDARDS AND ORDINANCES.
18	A KNOX BOX WILL BE PROVIDED AT THE EQUIPMENT ROOM (FIRE CONTROL ROOM) DOOR. A KEY TO THE EQUIPMENT ROOM, FIRE ALARM PANEL, THE MANUAL PULL STATION, AND THE POST INDICATOR VALVE SHALL BE PROVIDED IN THE KNOX BOX. "A KEY TO THE FIRE CONTROL ROOM SHALL BE LOCATED WITHIN AN APPROVED FIRE DEPARTMENT KNOX COMPANY MODEL NO. 4400 OR LARGER KEY BOX LOCATED ADJACENT TO THE ACCESS DOOR ON THE EXTERIOR OF THE BUILDING. CONTACT THE KNOX COMPANY DIRECTLY AT [(888) 623-4563] FOR CUSTOMER SERVICE AND COST." (2)

NOTE:
REVISION DELTA 5 - THE ENTIRE FLOOR PLAN HAS CHANGED AND ALSO EXTERIOR WINDOWS AND DOORS (5)

K12 Architects

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CONSULTANTS:

CONTRACTOR:

PROJECT:

NEW GAS STATION C-STORE & CAR WASH

3001 2nd AVE
MARINA, CA 93933

DEVELOPER:

REVISIONS:

5	OWNER CHANGES	22-08-2025
4	PLAN REVIEW CHANGES	10/10/2025
3	PLAN REVIEW CHANGES	10/28/2025
2	PLAN REVIEW CHANGES	11/26/2025
1	SITE ELECT CHANGES	3/18/2026

PROFESSIONAL SEALS:

STATE OF CALIFORNIA
KURT WAGENKNECHT
C-14729
NOVEMBER, 2027
RENEWAL DATE
LICENSED ARCHITECT

PROJECT NUMBER: **24-004**
PROJECT DATE: **07-25-2025**

SHEET CONTENTS:

C STORE EXTERIOR ELEVATIONS

SHEET NUMBER:

A2.7

BREAKWATER STREET

IMJIN PARKWAY

2nd AVENUE

DADWAL
PARCEL C
24, PARCEL MAPS, 16
APN: 031-251-073
(P)CONVENIENCE STORE
FF ELEV = 105.25'

(P)FUELING CANOPY

(P)VACUUM CANOPY

(P)CAR WASH

(P)VACUUM CANOPY

SEE SHEETS C9, C10 & C11 FOR BREAKWATER STREET IMPROVEMENTS

CONC. SIDEWALK

CONSTRUCT CONFORMED/ROLLOVER CURB BETWEEN DRIVEWAYS

SIDEWALK HERE RAISED ABOVE FF ELEV.

RAISE PEDESTRIAN PATH 1" HIGHER THAN DELIVERY DRIVEWAY

3' CONC. "V" GUTTER 1" VALLEY

3' CONC. "V" GUTTER 1/2" VALLEY

(P)"STOP" SIGN

(P)"STOP" SIGN

(P)SIGN RELOCATION "RIGHT LANE MUST EXIT"

(P)"STOP" SIGN

(P)LANDSCAPING

(P)MONUMENT SIGN

(P)LANDSCAPING

(P)SDMH RIM=103.23'

(P)SDMH (GRATED) RIM=100.81'

(P)SDMH (GRATED) RIM=101.20'

(P)DI RIM=102.63'

(P)DI RIM=102.70'

(P)DI RIM=103.60'

(P)DI RIM=103.19'

(P)DI (CONTECH FILTER) RIM=102.18'

(P)DI RIM=102.80'

(P)DI RIM=102.60'

(P)DI RIM=101.00

(P)TDC

(E)DROP INLET RIM=94.02'

(E)SSMH RIM=94.41'

(E)NO PEDESTRIAN SIGN

(P)WALL (4' ANGLE) TWALL=99.67'

(P)WALL (47' ANGLE) TWALL=99.67'

(P)WALL (45' ANGLE) TWALL=99.00'

END (P)WALL TWALL =99.67'

BEGIN (P)WALL TWALL=98.33'

(P)MONUMENT SIGN

REMOVE (E) CONCRETE GUTTER

ENTER ONLY

EXIT

N 60°45'24" W 833.00'

(S 60°45'24" E 717.13')

S 60°45'24" E 249.83'

N 29°14'36" W 267.94'

S 29°14'36" W 213.94'

N 29°14'55" E 22.79'

S 39°40'55" E 15.15'

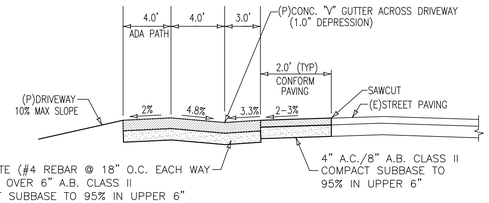
N 60°45'24" W 68.64'

S 60°45'24" E 68.64'

N 29°14'36" E 54.00'

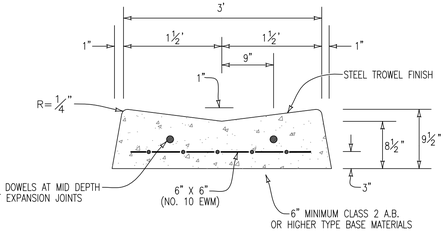
B DRIVEWAY APPROACH SIDEWALK SECTION

NOT TO SCALE



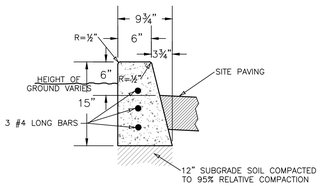
C CONCRETE CROSS GUTTER DETAIL

NOT TO SCALE MODIFIED CITY OF MARINA STANDARD PLAN #ST-1



D TYPE "B" CURB DETAIL

NOT TO SCALE CITY OF MARINA STANDARD PLAN #ST-1



CONCRETE CURBS:

DETAILS FOR CONCRETE CURBS ARE FOUND ON CITY OF MARINA STANDARD PLAN ST-1, AND SHOWN ON SHEET C3.

FOR PLANNING PURPOSES ONLY

REGISTERED PROFESSIONAL ENGINEER BENJAMIN C. WILSON No. 72,928 CIVIL STATE OF CALIFORNIA

NOT FOR CONSTRUCTION

SCALE 1" = 16'

REVISIONS		
	DATE	BY
1 FRONTAGE RETAINING WALL	NOV 13, 25	BCW
2 DELIVERY VEHICLE LANE	JAN 27, 26	BCW
RETAINING WALL EDITS	FEB 11, 26	BCW
	MAR 4, 26	BCW

JOB No. 25-092

GRADING & DRAINAGE PLAN

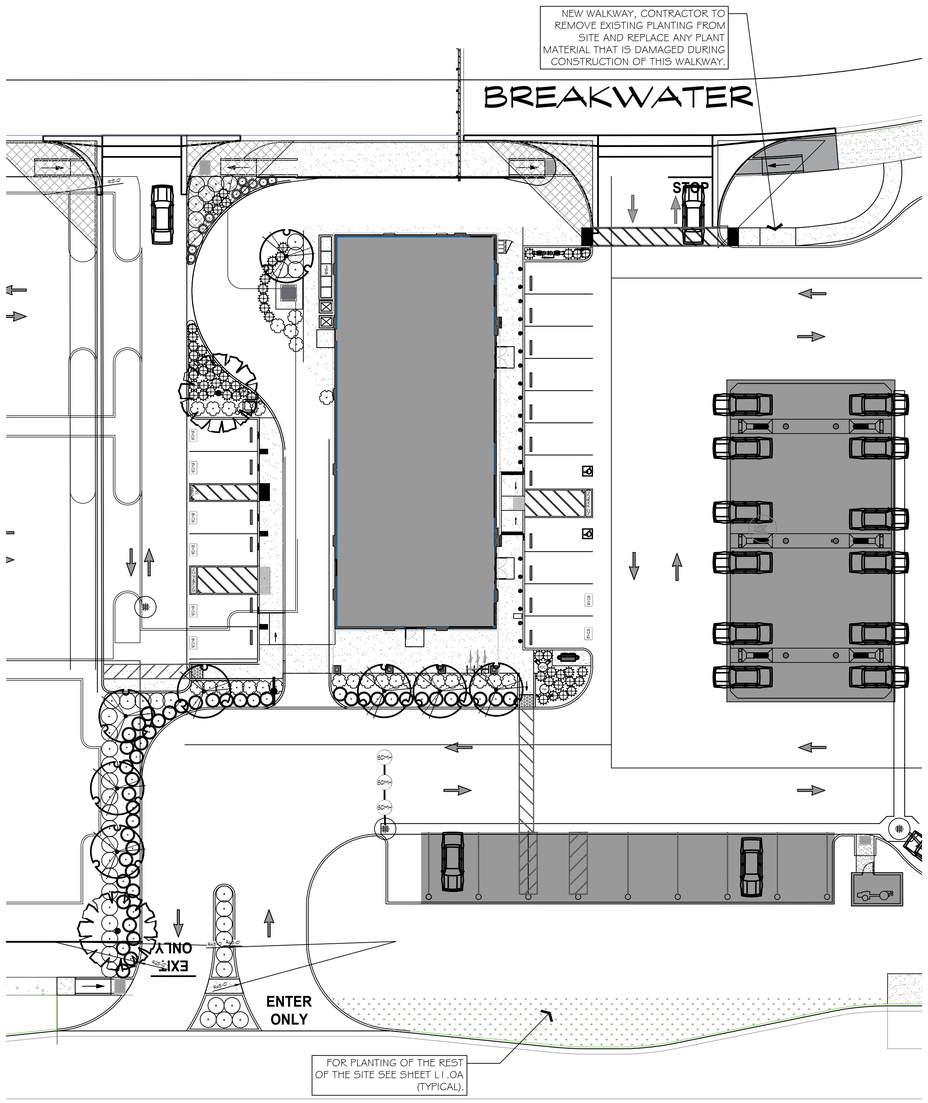
CHEVERON GAS STATION

3001 2nd AVENUE
PARCEL C, VOLUME 24, PARCEL MAPS, PAGE 16
APN: 031-251-073
CITY OF MARINA COUNTY OF MONTEREY STATE OF CALIFORNIA

PREPARED FOR
HARVEY DADWAL

BY
MONTEREY BAY ENGINEERS, INC.
CIVIL ENGINEERING • SUBDIVISIONS • LAND SURVEYING • CONSTRUCTION STAKING
607 CHARLES AVE SUITE B (831) 899-7899 SEASIDE, CALIFORNIA 93955

SCALE	DATE	DRAWN BY	SHEET
1" = 16'	NOV, 2025	BCW	C2 OF THIRTEEN



0' 20' 80'
10' 40'

SCALE: 1" = 20'-0"

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT	QTY
TREES			
	Arbutus x 'Marina' / Marina Strawberry Tree Standard Low Water / WUCOLS	24"box	2
	Cercis occidentalis / Western Redbud Low Water / WUCOLS	24"box	8
SYMBOL	BOTANICAL / COMMON NAME	SIZE	QTY
SHRUBS			
	Callistemon viminalis `Little John` / Dwarf Bottlebrush Low Water / WUCOLS	5 gal	30
	Dietes bicolor / Fortnight Lily Low Water / WUCOLS	5 gal	58
	Lantana montevidensis / Purple Trailing Lantana Low Water / WUCOLS	5 gal	47
	Muhlenbergia capillaris `Pink Cloud` / Pink Cloud Pink Muhly Grass Low Water / WUCOLS	5 gal	10
	Rhaphiolepis indica `Clara` / Clara Indian Hawthorn Medium Water / WUCOLS	5 gal	44

NOTES:

TOTAL LANDSCAPE AREA SHOWN ON PREVIOUS PLANS = 14,142

TOTAL ADDITIONAL LANDSCAPE AREA WITHIN THIS PHASE =2,614 FOR ADDITIONAL NOTES, DETAILS AND SPECIFICATION REFER TO SHEET L3.1A, L3.2A, AND L4.0A.

FOR THE PLANTING OF THE ENTIRE SITE REFER TO SHEET L1.0A.

DESIGN COMPLIANCE

I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THE FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN. (MWELO 492.6)

	REVISIONS	BY

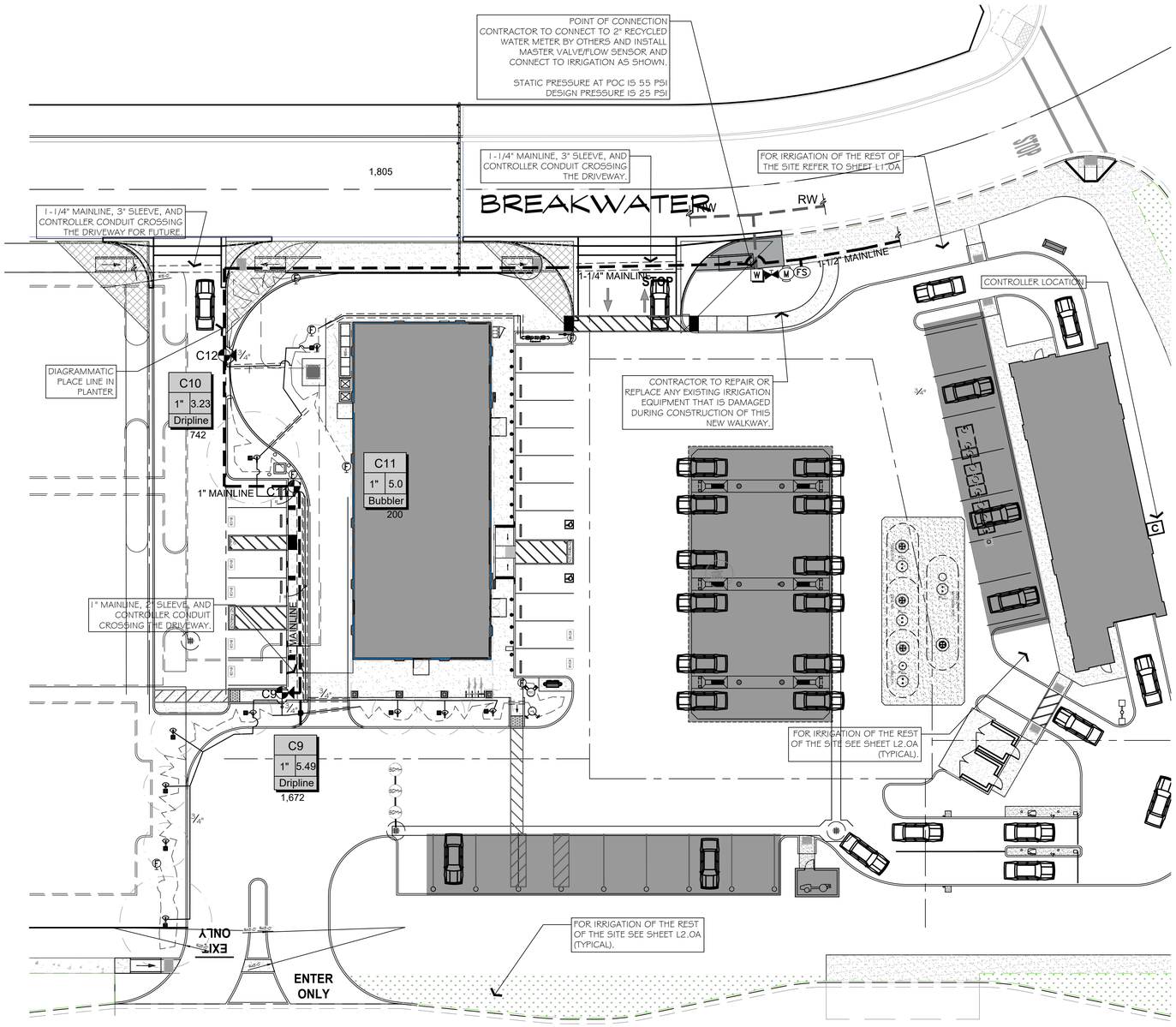
CAROL PERRY BROWN
PERRY ❖ DESIGN
Landscape Architecture
Irrigation Design
Certified Irrigation Designer CID Irrigation Association
916 223 0645
perrydesign@att.net
RLA 3941 CID 002624

C-STORE
IMJIN PARKWAY & DEL MONTE BLVD
MARINA, CA.

LICENSED LANDSCAPE ARCHITECT
REG. PERRY BROWN
No. 3941
EXP. REN. 11-30-25
Signature
08-12-25
Date
STATE OF CALIFORNIA

PLANTING PLAN

Date August 21, 2025
Scale 1" = 20'-0"
Drawn Carol B.
Job
Sheet L1.0A1
Of Sheets



PIPE SIZING GUIDE

SCHEDULE 40 PVC LATERALS

GPM	SIZE	GPM	SIZE
0-6	3/4"	24-33	1-1/2"
7-12	1"	34-55	2"
13-23	1-1/4"	56-70	2-1/2"

NOTES:

TOTAL OVER ALL LANDSCAPE AREA SHOWN ON PREVIOUS PLANS
17,159 SF EXISTING - 2,253 SF REVISED = 14,142 SF

TOTAL AREA INCLUDED WITHIN SCOPE OF WORK = 2,614 SF

FOR ADDITIONAL NOTES, DETAILS AND SPECIFICATION REFER TO SHEET L2.0A, L3.1A, L3.2A, AND L4.0A.

FOR THE IRRIGATION OF THE ENTIRE SITE REFER TO SHEET L2.0A.

DESIGN COMPLIANCE

I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THE FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN. (MWELO 492.6)

California Water Efficient Landscape Worksheet

Reference Evapotranspiration (ET_o): 36 — Project Type: Non-Residential — 0.45

Hydrozone # / Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (Sq. Ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[d]
Regular Landscape Areas							
Existing landscape	0.3	Drip	0.81	0.37	14,142	5238	116907
New landscape			0.75	0.00		0	0
C9 Dripline	0.35	Drip	0.81	0.43	1,672	722	16126
C10 Dripline	0.4	Drip	0.81	0.49	742	366	8178
C11 Bubbler	0.3	Drip	0.81	0.37	200	74	1653
		Drip	0.81	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
				Totals	16756	6401	142865
Special Landscape Areas							
				1		0	0
				1		0	0
				1		0	0
				1		0	0
				Totals	0	0	0
						ETWU Total	142865
						Maximum Allowed Water Allowance (MAWA)[e]	168297

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	6401
Total Area	16756
Average ETAF	0.38

All Landscape Areas

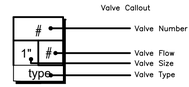
Total ETAF x Area	6401
Total Area	16756
Average ETAF	0.38

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
■ 25	Hunter PCB-R Flood Bubbler, 1/2in. FIPT. With Purple Cap for Reclaimed Water Use. Install one Bubbler 0.25 GPM threaded on 1/2" IPS Flexible PVC pipe, Locate over root ball on uphill side of tree in conjunction with tree root Bubbler.	10	25
Ø.25	Hunter RZWS-18-CV 18in. long RZWS with installed .25 gpm or .50 gpm bubbler options, Check Valve, 1/2" swing joint for connection to 1/2" pipe install with 1/2" swing Joint assembly. Locate on opposite sides of tree from Bubbler and adjacent to the root ball.	10	25
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	Rain Bird XCZ-100-IVMQ Wide Flow IVM Drip Control Kit for Commercial Applications. 1in. Ball Valve with 1in. PESBIVM Smart Valve w/ factory installed IVM-SOL 0.3-20 gpm and 1in. Pressure Regulating 40psi Quick-Check Basket Filter 0.3-20 gpm. Install in a Reclaimed Water Purple Rectangular Valve Box, one per box.	2	
Ⓕ	Rain Bird MDCFPCAP Dripline Flush Valve purple cap in compression fitting coupler. For non-potable water use.	7	
	Rain Bird XFCV-09-12 XFCV On-Surface Landscape Dripline with a Heavy-Duty 3.5 psi Check Valve. 0.9 GPH emitters at 12" O.C. Great for elevation change. Specify XF insert fittings.	495.0 lf	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	Rain Bird PESB-R-PRS-D 1in., 1-1/2in., and 2in., Durable Chlorine-Resistant Valves for Reclaimed Water Applications. With Scrubber Mechanism Technology, Purple Flow Control Handle, and Pressure Regulator Module. Install in Reclaimed Water Purple Rectangular Valve box.	1	
	Brass Gate Valve Class 125 brass gate shut off valve with wheel handle, same size as mainline pipe diameter at valve location. Install Gate Valve in a ten inch (10") round reclaimed purple valve box.	1	
Ⓜ	Rain Bird 150 PESB-R 1-1/2" Reclaimed Master Valve 1-1/2" Reclaimed Water Compatible, and Purple Handle Cover Designates Non-Potable Water Use. With Pressure Regulator.	1	
C	Irritrol MC-12E 12- Station, Commercial-Grade, Outdoor/Indoor Controller. Equipped in a rugged, lockable, vandal-proof, weather resistant steel cabinet. Install Climate Logic CL-100 Wireless Weather Sensor Module. Mounted on East side of Car Wash building.	1	
FS	Flomec QS200-15 1-1/2in. insertion flowmeter, schedule 80 PVC housing. .55 GPM-82 GPM range, max. operating pressure 150 psi. 2-wire connector w/ LED indicators for power and pulse.Install in a Reclaimed Water Purple Rectangle Valve Box.	1	
W	Water Meter 2" Reclaimed Water Meter- Manufacturer to be approved by the City of Marina. Install Water Meter in a Christy concrete utility valve box.	1	
———	Irrigation Lateral Line: PVC Schedule 40 Reclaimed Water Purple Lateral line Piping. Size as noted.	526.7 lf	
— — —	Irrigation Mainline: PVC Schedule 40 Reclaimed Water Purple Mainline Piping. Size as noted.	503.1 lf	
— — — —	Pipe Sleeve: PVC Schedule 40	321.7 lf	

Valve Callout



	REVISIONS	BY

CAROL PERRY BROWN
Landscape Architecture
Irrigation Design
916 223 0645
perrydesign@att.net
RLA 3941 CID 002624

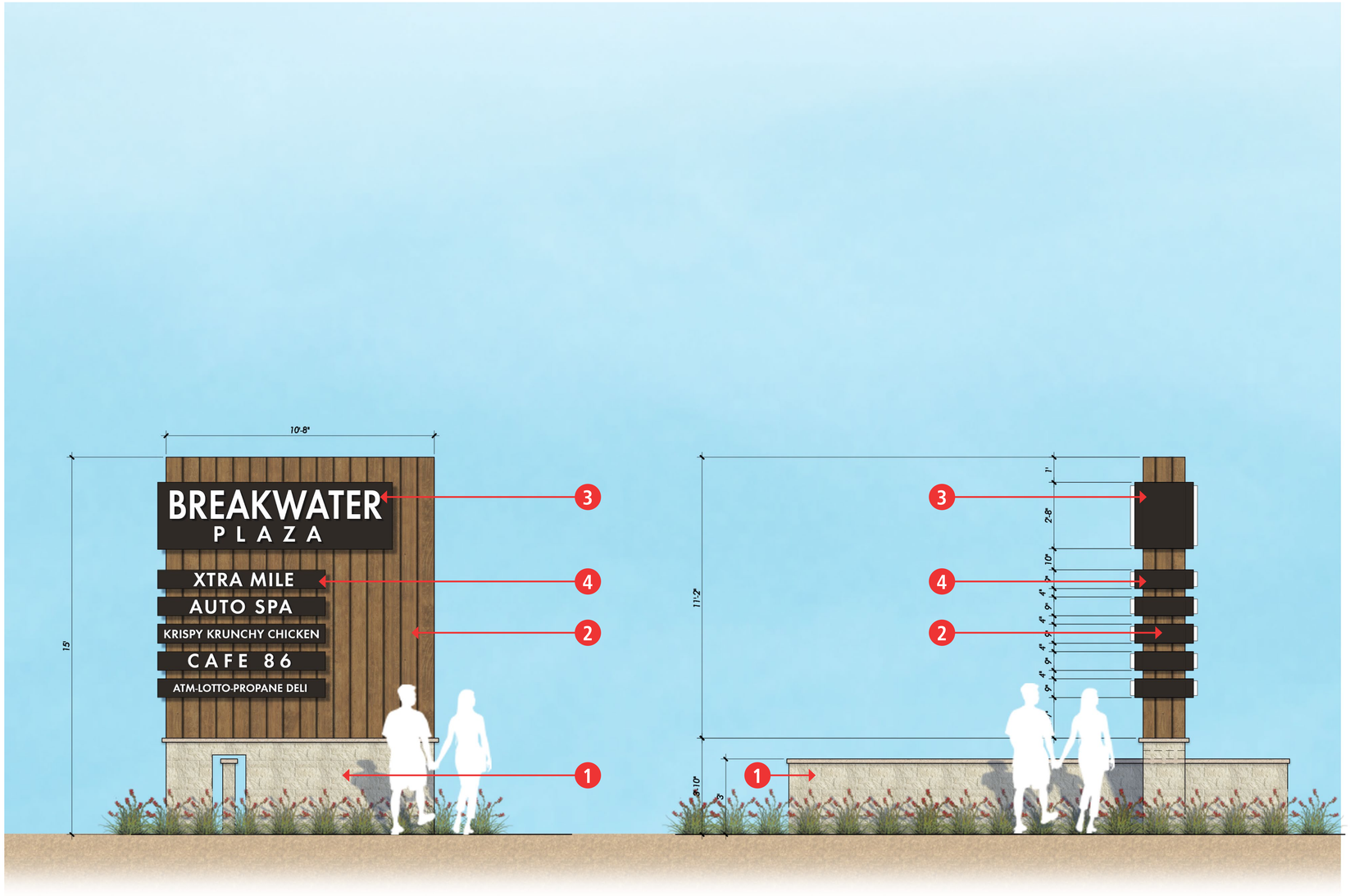
PERRY ❖ DESIGN

C-STORE
IMJIN PARKWAY & DEL MONTE BLVD
MARINA, CA.

LICENSED LANDSCAPE ARCHITECT
CAROL PERRY BROWN
No. 3941
REN. 11-30-25
08-12-25
STATE OF CALIFORNIA

IRRIGATION PLAN

Date August 21, 2025
Scale 1" = 20'-0"
Drawn Carol B.
Job
Sheet L2.0A1
Of Sheets

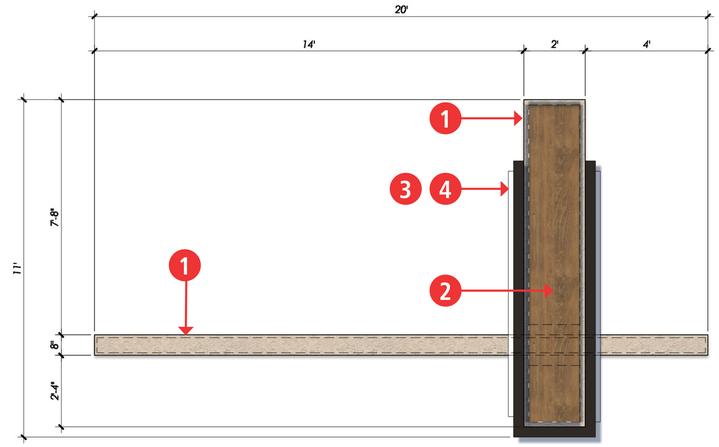


ELEVATION-1

SCALE: 1/2"= 1'-0"

ELEVATION-2

SCALE: 1/2"= 1'-0"

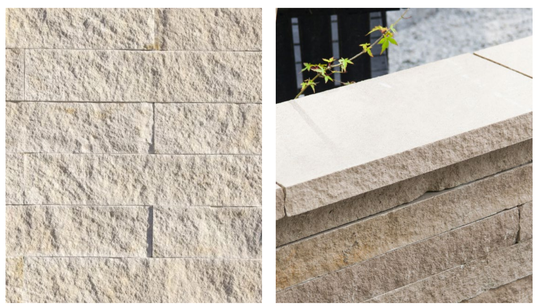


PLAN VIEW

SCALE: 1/2"= 1'-0"

LEGEND

1. CMU Wall with Precast Cap
2. Metal Cladding (Match Architecture)
3. Project Identity Monumentation
4. Future Tenant Idenity/Logo



CMU Wall with stone veneer and wall cap

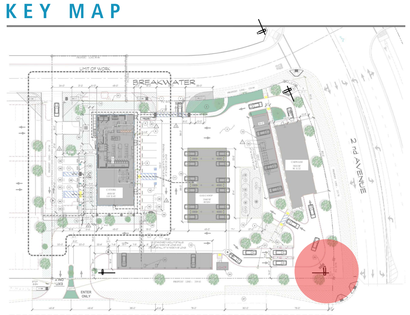


Aluminum Exterior Cladding: Color and pattern to TBD



Sign Lettering: Pin mounted custom 3D Led lettering

KEY MAP







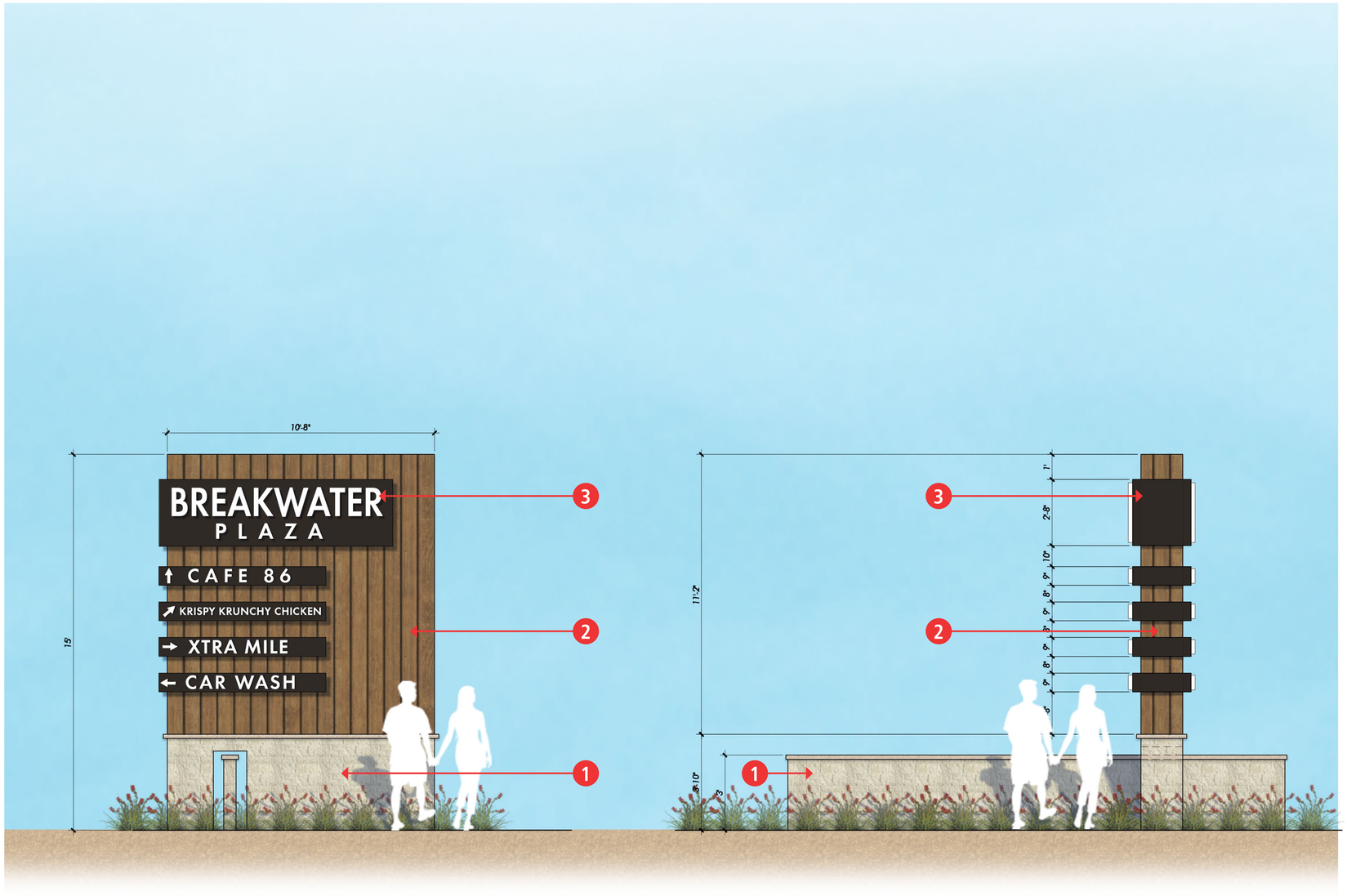
MONTEREY PENINSULA HOTELS GROUP, LP

IMJIN GAS STATION SIGNAGE - CONCEPTUAL PRIMARY SIGN B

MARINA, CALIFORNIA

03.24.26 L-1

C2 Collaborative



ELEVATION-1

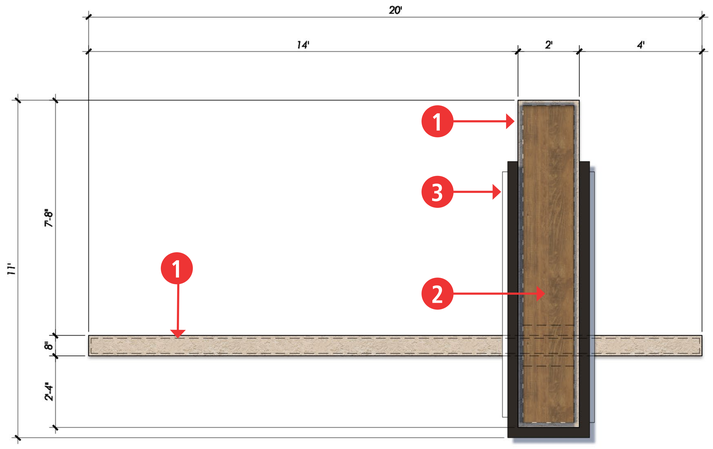
SCALE: 1/2"= 1'-0"

ELEVATION-2

SCALE: 1/2"= 1'-0"







PLAN VIEW

SCALE: 1/2"= 1'-0"

LEGEND

1. CMU Wall with Precast Cap
2. Metal Cladding (Match Architecture)
3. Project Identity Monumentation



CMU Wall with stone veneer and wall cap

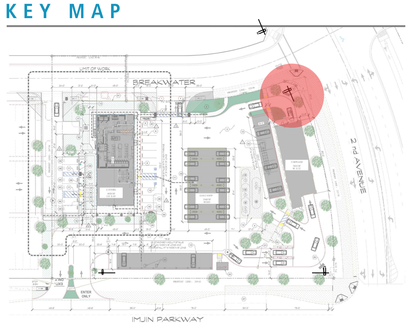


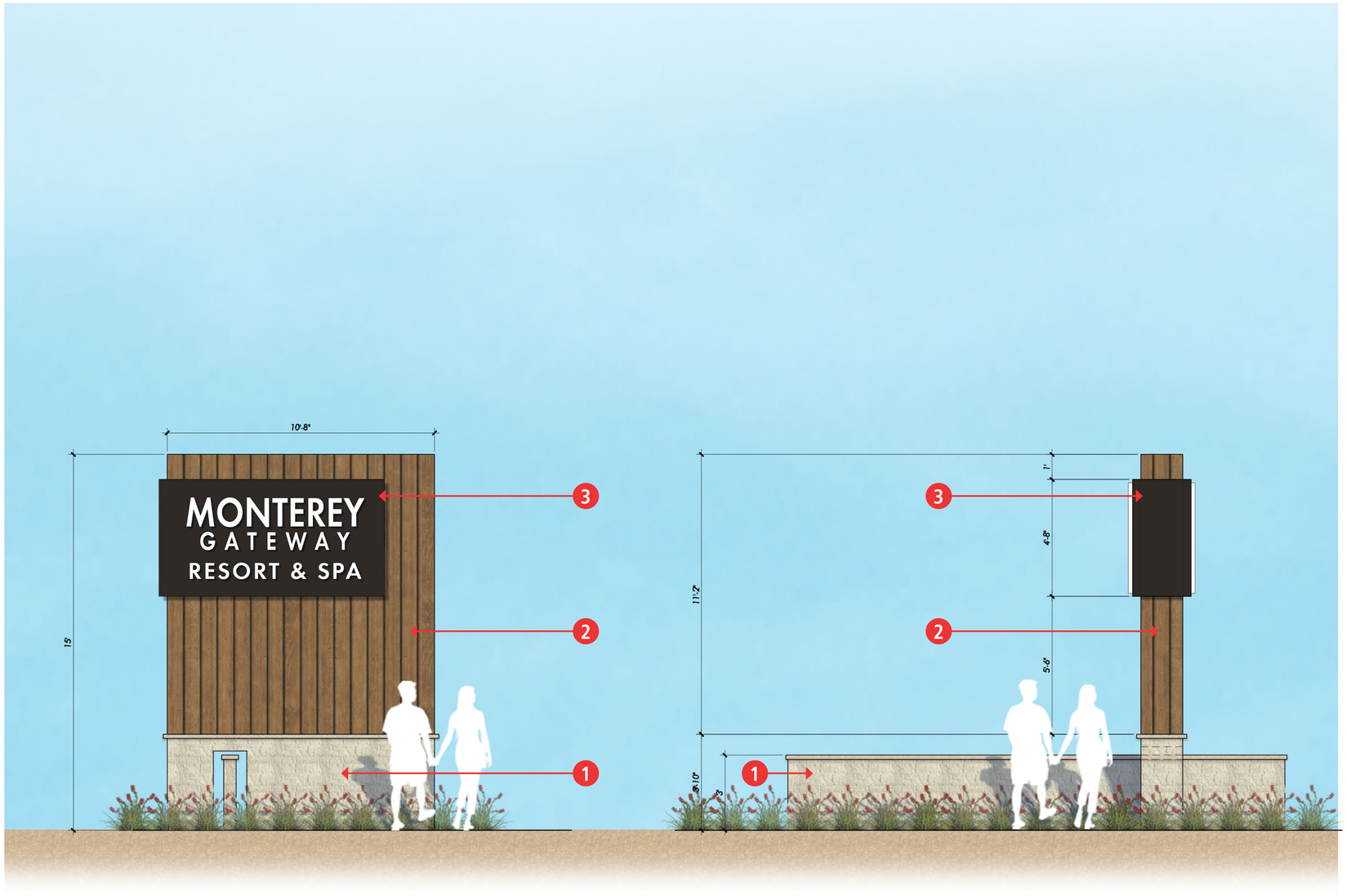
Aluminum Exterior Cladding: Color and pattern to TBD



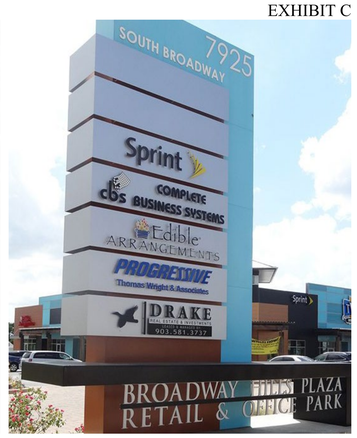
Sign Lettering: Pin mounted custom 3D Led lettering

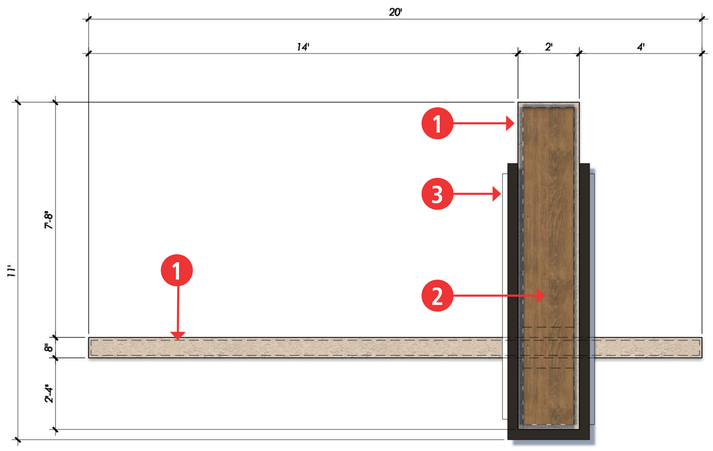
KEY MAP











ELEVATION-1
SCALE: 1/2"= 1'-0"

ELEVATION-2
SCALE: 1/2"= 1'-0"

PLAN VIEW
SCALE: 1/2"= 1'-0"

LEGEND

1. CMU Wall with Precast Cap
2. Metal Cladding (Match Architecture)
3. Future Hotel Idenity/Logo



CMU Wall with stone veneer and wall cap

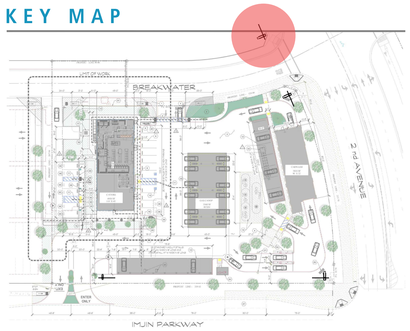


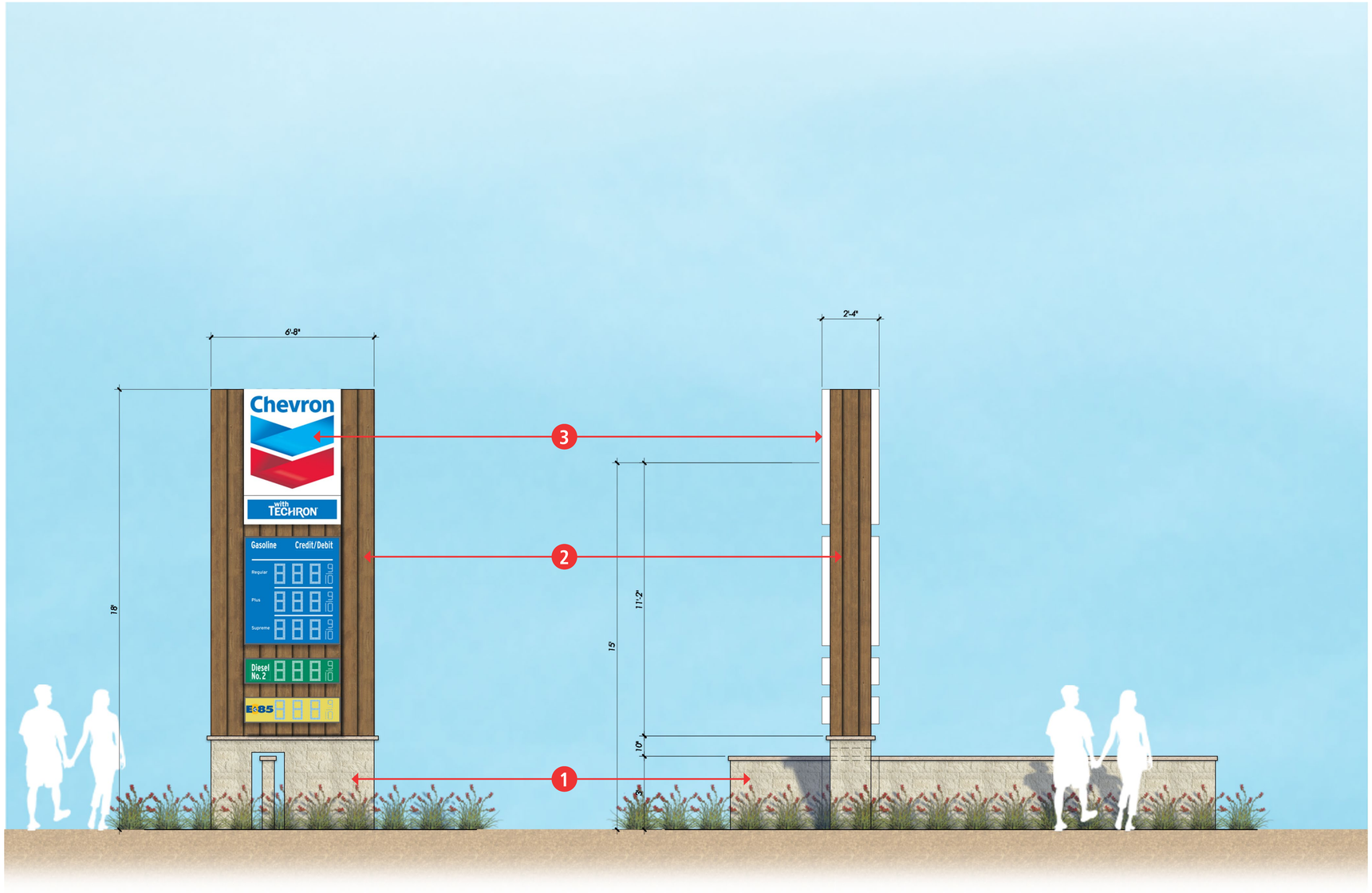
Aluminum Exterior Cladding: Color and pattern to TBD



Sign Lettering: Pin mounted custom 3D Led lettering

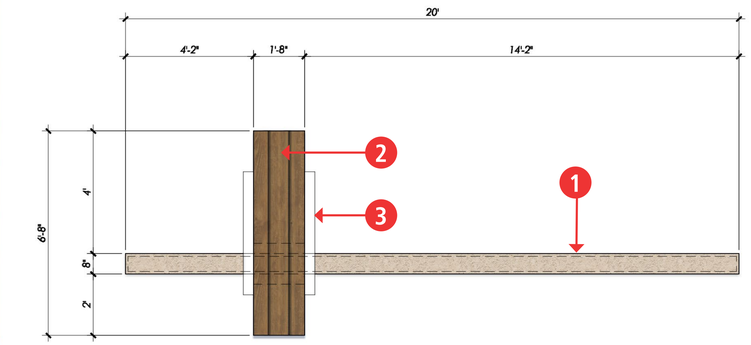
KEY MAP





ELEVATION-1

SCALE: 1/2"= 1'-0"



PLAN VIEW

SCALE: 1/2"= 1'-0"

ELEVATION-2

SCALE: 1/2"= 1'-0"

LEGEND

1. CMU Wall with Precast Cap
2. Metal Cladding (Match Architecture)
3. Hallmark with Techron

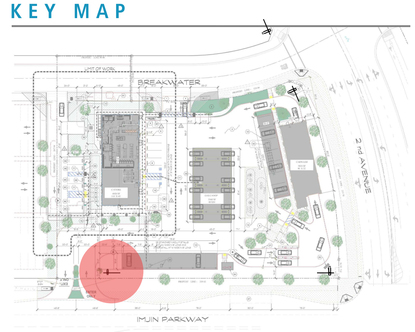


CMU Wall with stone veneer and wall cap



Aluminum Exterior Cladding: Color and pattern to TBD

KEY MAP



MONTEREY PENINSULA HOTELS GROUP, LP

IMJIN GAS STATION SIGNAGE - CONCEPTUAL GAS STATION SIGN

MARINA, CALIFORNIA

03.24.26 L-4

C2 Collaborative

Keith Higgins
Traffic Engineer

May 4, 2026

Harvey Dadwal, President
Dadwal Management Group
1534 Ste-D Fremont Blvd.
Seaside, CA 93955

Re: The Dunes Phase 1A Hotel/Restaurant/Gas Station Opportunity Site – Response to Marina Planning Commission Traffic Concerns Regarding Proposed Fast Food Drive-Through Restaurant

Dear Harvey,

This letter is a response to concerns raised by the Marina Planning Commission at the April 23, 2026 hearing regarding traffic operations for the addition of a Drive-Through Restaurant at the approved Gas Station Convenience Market and Car Wash (Project), which is now under construction. The specific concerns are as follows. Each is discussed in detail below.

A. Project driveway on Imjin Parkway west of 2nd Avenue.
B. Additional traffic generated by conversion of part of proposed Convenience Store to a Drive-through Restaurant.
C. Storage capacity of proposed drive-through lane.

A. Project Driveway on Imjin Parkway West of 2nd Avenue Is Part of Original Circulation Plan for The Dunes Phase 1 Opportunity Site

The City of Marina Planning Commission expressed concern about the driveway currently under construction on Imjin Parkway at the westerly side of the gas station convenience market car wash site. The driveway was included in the Project building permit. It was also the subject of an encroachment permit for construction within the Imjin Parkway right of way. Reference documents that addressed the Proposed Project Driveway on Imjin Parkway West of 2nd Avenue during Project planning and permitting include the following.

1. **Attachment 1** - "The Dunes on Monterey Bay – Phase 1 Opportunity Site Conceptual Site Plan," Whitson Engineers, February 26, 2020 – The concept plan for the Dunes Phase 1 Opportunity Site included a right turn exit onto westbound Imjin Parkway from Parcels C and D. The driveway was anticipated to serve a gas station with car wash, 3,600 s.f. C-Store, Subway/Baja Fresh and Crispy Crunch Chicken, 1,500 s.f. Jamba Juice, 2,000 s.f. Dutch Brothers, Chick-fil-A or In-N-Out Burger and access to future hotels with a total of 310 rooms.

2060 ROCKROSE COURT, GILROY, CA 95020
T 408.201.2752 KEITH@KEITHHIGGINSTE.COM WWW.KEITHHIGGINSTE.COM

2. **Attachment 2** – "Department of Public Works Map Check and Improvement Plan Check," David Rubcic and Frederik Venter, November 30, 2021, updated 1/21/22 – This memorandum states that, "A single driveway onto Imjin Parkway from Parcel C is acceptable and shall conform to the requirements set forth in the attached memorandum from Kimley Horn (dated 11/18/21). The driveway shall act as an exit onto Imjin Pkwy only – no left turn movements or entrance into Parcel C shall be allowed from this driveway without a City-approved traffic study supporting such turning movements. Abutter's rights for Parcel A along Imjin Pkwy shall not be granted."

3. **Attachment 3** – "The Dunes – Del Monte Boulevard Extension, Marina, California" letter from Keith Higgins Traffic Engineer, dated May 4, 2021 – This letter states, "The proposed driveway on Imjin Parkway also needs to comply with Caltrans standards for the proximity of access points to freeway ramp intersections. Section 504.3(3) (page 500-31) of the Highway Design Manual, Caltrans, Seventh Edition, July 1,2020 (HDM), states, "The minimum distance (curb return to curb return) between ramp intersections and local road intersections shall be 400 feet. The preferred minimum distance should be 500 feet. This does not apply to Resurfacing, Restoration and Rehabilitation (3R), ramp widening, restriping or other projects which do not reconfigure the interchange. This standard does apply to projects proposing to realign a local street.

   "The spacing between the Northbound State Route 1 Ramps and Del Monte Boulevard Extension is about 1,200 feet. The proposed driveway will be located about 130 feet from Del Monte Boulevard Extension. The clear distance to the ramp intersection will be over 800 feet, which will exceed the minimum spacing standard of the Highway Design Manual.

   "Additional information is provided regarding the location and design of the proposed Imjin Parkway driveway, In conclusion, the letter states, " The Imjin Parkway / Del Monte Boulevard Intersection and Imjin Parkway will operate acceptably with construction of either the Commercial Access or the gas station driveways."

4. **Attachment 4** – "The Dunes – Del Monte Boulevard Extension Transportation Peer Review Technical Memorandum," Frederik Venter and Chris Gregerson, Kimley Horn, June 3, 2021 – This Memo provides recommended design details for the proposed Imjin Parkway driveway. At this time consideration was given to providing two driveways onto Imjin Parkway.

   The Memo also mentions that Monterey Salinas Transit (MST) was consulted as well. MST provided guidance about clearance between the proposed driveway and the existing MST bus stop.

   The Memo recommended that only a single driveway be provided at the location and configuration currently proposed.

5. **Attachment 5** – "Dunes on Monterey Bay Phase II North Traffic Analysis Memorandum" Wood Rodgers, December 7, 2022 – The last paragraph of the Introduction of this Memo

states, “This analysis includes projected delay, level of service (LOS), and queueing at the 2nd Avenue/Del Monte Boulevard & Imjin Parkway intersection and Project access intersections.” In other words, it provides an independent analysis of the studies prepared by Keith Higgins Traffic Engineer and peer reviewed by Kimley Horn.

The bottom of page 1 of the Memo describes the access to the gas station as follows. “The Project would extend Del Monte Boulevard by approximately 550 feet to the north. Access to the Project site would be provided via two new roadway intersections with Del Monte Boulevard and one new driveway on Imjin Parkway:
• Breakwater Street would extend east from Del Monte Boulevard directly across from the existing Imjin Office Park entrance and would primarily serve the proposed hotels and gas station. The Del Monte Boulevard & Breakwater Street intersection would be side-street stop-controlled.
• Bay View Street would extend east and west from Del Monte Boulevard and would serve the proposed residential homes west of Del Monte Boulevard and provide emergency vehicle access to the hotel sites. The Del Monte Boulevard & Bay View Street intersection would be side-street stop controlled.
• The Gas Station Driveway would extend north from Imjin Parkway approximately 250 feet west of the 2nd Avenue/Del Monte Boulevard & Imjin Parkway intersection and primarily serve the gas station. The Gas Station Driveway & Imjin Parkway intersection would be side-street stop-controlled with right-in/right-out control.”

The Memo indicates that the Gas Station Driveway & Imjin Parkway will operate at an acceptable Level of Service (LOS) B. It implies that this intersection will operate acceptably.

B. Minimal Increase in Traffic Generated by Conversion of Part of Proposed Convenience Store to a Drive-through Restaurant

The current proposal is to modify a portion of the Project C Store from retail to fast food restaurant with a drive through. This will result in a change in trip generation from the approved project. A comparison of trip generation is difficult because no specific type of fast food restaurant has been identified. The fast food restaurant portion of the 5,000 gross square foot C-Store that will be converted to fast food restaurant will include about 2,000 gross square feet of floor area. This is about one-half the size of a typical McDonald’s, Burger King, Jack-in-the Box, Carl’s Junior or In-N-Out Burger. Chik-Fill-A restaurants typically have about 5,000 square feet of floor area. Taco Bell restaurants have about 3,000 square feet of floor area. This will limit the type of prospective drive-through franchise that will occupy this space.

To provide a conservative comparison, the trip generation rate for the fast food restaurant space is assumed to be similar to the rate generated by the major fast food restaurant brands listed above. As indicated in **Table 1** on the following page, the trip generation rate per 1,000 square feet of gross floor area for a typical fast food restaurant is 467.48 daily trips per 1,000 square feet of gross floor area. This is much less than the average trip generation rate for a convenience store/gas station (700.43

daily trips per 1,000 square feet of gross floor area). The reduction in trips associated with the reduction in convenience store floor area probably more than offsets the additional trips associated with the inclusion of a fast food restaurant.

LAND USE	ITE LAND USE CODE	DAILY TRIP GENERATION RATE PER 1,000 S.F.
1. Fast Food Restaurant With Drive-Through Window	934	467.48
2. Convenience Store/Gas Station	945	700.43

C. Prospective Drive-through Restaurant Tenant Will Also be Limited by Drive-through Lane Capacity

In addition to the relatively small fast food restaurant floor area, the drive-through capacity of only 10 cars also would limit the type of restaurant franchise that would be interested in occupying the space. This is because operators of fast food brands that depend on larger volumes utilizing the drive-through facility would not want to be constrained by this limitation.

D. Conclusion

In conclusion, the proposed Imjin Parkway, Del Monte Extension, 2nd Avenue and Gas Station Driveway intersection location and design were determined to be acceptable to accommodate Cumulative traffic conditions by the following:

1. Whitson Engineers (the design engineer),
2. Kimley Horn (city consulting engineer)
3. Wood Rodgers (consulting traffic engineers)
4. City of Marina Public Works Department (reviewing and permitting agency).

The conversion of 2,000 square feet of convenience store floor area to a fast food restaurant with 10-car drive-through will not result in a qualitative change in traffic operations. The Project site plan, Imjin Parkway driveway and Drive-Through restaurant drive-through lane will operate acceptably.

If you have any questions, please do not hesitate to contact me. Thank you for the opportunity to assist you.

Respectfully submitted,

Keith B. Higgins

Keith B. Higgins, PE, TE
attachments

Ocean View

Phase 2 Hyatt House

Purposed Acquisition

Element

AC

Ocean View

PARCEL A
6.8 AC

PARCEL B
2.7 AC

Proposed one acre +-new parcel for drive Thru
Chick-fil-A or IN-N-Out-Burger etc.

C-Store, Subway/BajaFresh
CrispyCrunchy Chicken - 3600 sqft

DutchBro -Drivethru-2000sqft

Jamba Juice-1500 sqft

Purposed
Parcel D

PARCEL C
1.2 AC

8MPD
Fueling

Car Wash

Fast Electric Car Charger

DEL MONTE BLVD

IMJIN PARKWAY

2ND AVENUE

Attachment 1

PHASE 1A OPPORTUNITY SITE

THE DUNES ON MONTEREY BAY

CITY OF MARINA, CALIFORNIA

50 0 50 100 150 Feet
SCALE: 1" = 50'

Feb. 26, 2020
Project No.:3140.09

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

EXHIBIT D
Sheet 1 of 1

I:\Monterey Projects\3140\OUTDWG\City\2021-0427-Ph2 GP Cut\VB-Ph2GP_OPTN5.dwg ahunter Apr 07, 2021 - 1:18pm

CITY OF MARINA	**The Submittal / Plans are:**	**COPY**:
209 Cypress Avenue	☐ APPROVED	☐ Applicant(s)
Marina, CA 93933	☒ APPROVED WITH CONDITIONS	☐ Planning Department
Phone: (831) 884-1212	☐ NOT APPROVED – SEE COMMENTS	☒ P.W. / Engineering
Attn.: Edrie De Los Santos	☐ OTHER _____	

DEPARTMENT OF PUBLIC WORKS
MAP CHECK and IMPROVEMENT PLAN CHECK

PROPERTY ADDRESS:	Second Avenue and Imjin Parkway
PROJECT NAME:	Parcel Map - Phase 1A Opportunity Parcel aka: Ph 2 North
PROJECT DESCRIPTION:	3-parcels with a Remainder; PC #3
DATE:	November 30, 2021 – **[Updated 1/21/22]**
BY:	David Rubcic, PE, PLS; Frederik Venter, PE

NOTE:
Upon re-submittal of these documents, please include:

1. ***a copy of these comments***
2. ***an itemized response letter to each comment below***
3. ***the original redlined set***
4. ***revised documents as requested***

Failure to provide this may delay the review process. Please also note that submission of these comments does not necessarily constitute the unconditional approval of any portion of the Final Map.

COMMENTS

The following documents were reviewed with this Plan Check No. 3.

- Revised Parcel Map prepared by Whitson Engineers dated October 8, 2021
- Revised Closure Calculations prepared by Whitson Engineers dated 10/11/2021
- Plan Check Comment Response #2 from Whitson Engineers dated October 8, 2021
- Letter from Keith Higgins, Traffic Engineer dated September 1, 2021 – response to Kimley Horn Peer Review Comments

The following conditions of approval are the result of the 3rd plan check for the Dunes on Monterey Bay - Opportunity Phase 1A – Parcel Map submittal package (aka Phase 2 North):

1. Prior to issuance of any grading permit within Phase 2 North, the Developer shall dedicate the 138 ft right of way for Del Monte Boulevard.

2. A single driveway onto Imjin Parkway from Parcel C is acceptable and shall conform to the requirements set forth in the attached memorandum from Kimley Horn (dated 11/18/21). The driveway shall act as an exit onto Imjin Pkwy only – no left turn movements or entrance into Parcel C shall be allowed from this driveway without a City-approved traffic study supporting such turning movements. Abutter's rights for Parcel A along Imjin Pkwy shall not be granted.

3. All traffic analysis studies as stated in the attached Kimley Horn memorandum (dated 11/18/21) shall be provided as part of the initial improvement plans or future final maps for any development within Phase 2 North. This is in response to Keith Higgin's traffic operations analysis (dated 5/4/21) and response to City Comments (dated 9/1/21).

Keith Higgins
Traffic Engineer

May 4, 2021

Andrew Hunter, Principal
Whitson Engineers
6 Harris Court
Monterey, CA 93940

Re: The Dunes – Del Monte Boulevard Extension, Marina, California

Dear Andrew,

As you requested, this is an analysis of operations of the lower portion of the Del Monte Boulevard extension in Marina, California. The lower extension – a two-block portion north of Imjin Parkway – will be constructed as part of The Dunes on Monterey Bay development, specifically the commercial and residential phases north of Imjin Parkway. This analysis focused on both operations and queuing associated with the project and its proposed access points.

Exhibit 1 depicts the location of the study intersections. **Exhibit 2** depicts the proposed commercial uses north of Imjin Parkway.

A. PROJECT DEFINITION AND TRIP GENERATION

North of Imjin Parkway, The Dunes on Monterey Bay is composed of the following:

1. Commercial Uses:
    a. Hotel: 310 rooms, split over two buildings
    b. Gas Station: 12 vehicle fueling positions (i.e., maximum of 12 vehicles fueling simultaneously) plus convenience market.
2. Residential:
    a. East of Del Monte Boulevard: 45 single-family units
    b. West of Del Monte Boulevard: 9 single-family units.

The residential units will be accessed off a local east-west street ("East-West Street") that will intersect with Del Monte Boulevard two blocks north of Imjin Parkway. The residences will be located both east and west of Del Monte Boulevard.

The commercial uses will all be located west of Del Monte Boulevard and east of Highway 1. The exact access for the commercial uses is not yet finalized and is one of the subjects of this analysis. (See Section B for more information.)

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T 408.201.2752 KEITH@KEITHHIGGINSTE.COM WWW.KEITHHIGGINSTE.COM

Exhibit 3 summarizes the project trip generation for the study project. For consistency with the original traffic study for The Dunes on Monterey Bay, the project trip generation was based on trip rates from *Trip Generation,* 7th Edition, Institute of Transportation Engineers, 2003. Rates for the Hotel use were cited from *Trip Generation Manual,* 10th Edition, Institute of Transportation Engineers, 2010. A 10% internal reduction was also applied to the project trip generation, to account for internal circulation. The project will generate a net 5,635 daily trips, with 319 trips during the AM peak hour (135 in, 154 out) and 397 trips during the PM peak hour (203 in, 194 out).

One other property adding traffic to the Del Monte Boulevard extension is the Imjin Business Park, located at the northeast corner of Imjin Parkway intersection with the future Del Monte Boulevard extension. This existing business park is approximately 53,000 square feet in size and has its primary access on the future Del Monte Boulevard extension (currently signed as 2nd Avenue) north of Imjin Parkway. Due to the COVID-19 shelter-in-place orders reducing the potential traffic activity of the business park, traffic counts at its driveway on the Del Monte Boulevard extension were not performed. Rather, the traffic activity of the business park was estimated using ITE trip generation rates and conservatively assuming that all of the traffic to and from this facility uses this one driveway on Del Monte Boulevard. The trip generation for the business park is summarized in **Exhibit 4.** The business park generates an estimated 677 daily trips, with 76 trips during the AM peak hour (64 in, 12 out) and 68 trips during the PM peak hour (16 in, 52 out).

B. DERIVATION OF DESIGN VOLUMES

The Cumulative Plus Project volumes on the lower Del Monte Boulevard extension are shown on **Exhibit 5** under Baseline conditions. These volumes were derived using various data. First, the Cumulative Plus Project volumes at the southern end of the Del Monte extension – at the 2nd Avenue – Del Monte Boulevard / Imjin Parkway intersection – are cited from the memorandum *Imjin Parkway & 2nd Avenue Queue Evaluation,* Kimley-Horn and Associates, May 19, 2020. The volumes at the Imjin Business Park driveway ("Private Driveway") and both sides of East-West Street are derived based on the trip generation in **Exhibits 3 and 4,** as well as an assumption that 75% of traffic using these side street travel to/from the south (i.e., towards Imjin Parkway) and 25% travel to/from the north (i.e., towards Reindollar Avenue).

Under **Baseline** conditions, the hotel and gas station will share access with the residential area, i.e., East-West Street. Alternate access options are explored for the other two volume scenarios. **Option 1** adds a new roadway ("Commercial Access") located directly opposite the Imjin Business Park driveway. This will make the Del Monte / Commercial Access – Private Driveway intersection a four-way intersection. Commercial access via East-West Street will be restricted to just emergency access only. **Option 2** is the same as Option 1, but also adds two new driveways ("Gas Station Driveways") on Imjin Road west of Del Monte Boulevard. These will be located on the east and west side of the westbound MST bus stop, which will be relocated about 45 feet west of its existing location. (See **Section E** for more information about the bus stop relocation.) The volumes on the lower Del Monte extension under Options 1 and 2 are shown in **Exhibits 6 and 7,** respectively.

The lane configurations at the study intersections will also change under each of the three analysis scenarios. These lane configurations are also summarized on **Exhibit 8A.** The Del Monte Boulevard / East-West Street intersection will have left turn lanes in each direction on Del Monte Boulevard for all three scenarios. The intersection of Del Monte Boulevard and Commercial Access – Private Driveway will also have left turn lanes on Del Monte Boulevard – just a southbound left turn lane for Baseline conditions and both northbound and southbound left turn lanes for Options 1 and 2. The Gas Station Driveways on Imjin Parkway will allow right turns in and out only. Both driveways will be served by westbound right turn deceleration and acceleration flares on Imjin Parkway via a shared access with the relocated bus turnout and no access across the existing median on that roadway. A conceptual design of the two driveways and the relocated MST bus stop can be found in **Exhibit 9**.

The 2nd Avenue – Del Monte Boulevard / Imjin Parkway will experience the largest change in its lane configuration. These changes will be to the southbound Del Monte Boulevard approach to the intersection. Baseline conditions are consistent with the Kimley-Horn recommendations, i.e. one southbound left turn lane, one southbound through lane and one southbound right turn lane. Options 1 and 2, however, revise this configuration to two southbound left turn lanes, one through lane and one shared through-right turn lane. The addition of the second southbound left turn lane is to maximize the storage length for both the southbound Del Monte left turn movement at Imjin Parkway and the northbound left turn lane at Commercial Access – Private Driveway. Due to the short block between these intersections – about 280 feet – there is not sufficient space to allow both a northbound left turn lane at the Commercial Access – Private Driveway and the single southbound left turn lane at Imjin Parkway within the proposed right-of-way for the Del Monte Boulevard extension.

Note that there is currently a signed U-turn prohibition for eastbound Imjin Parkway. This prohibition legally prohibits eastbound Imjin Parkway vehicles from making a U-turn and using the Gas Station Driveways to access the gas station. Because there is over 45 feet between the outside of the eastbound left turn lane and the narrowest point along the curb line laong the north side of Imjin Parkway, some vehicles are likely to make the U-turn. This movement would interact with a low volume (43 in the morning and 48 in the evening) southbound Del Monte Extension right turn movement. This would operate similarly to U-turn movements regularly occurring at many arterial intersections. Any U-turns would reduce northbound Del Monte Boulevard Extension left turns to access Commercial Access. However, to be conserevative, it is assumed under Option 2 that all eastbound Imjin traffic accessing the gas station will continue to turn onto Del Monte Boulevard and use the Commercial Access.

C. INTERSECTION OPERATIONS

Exhibit 8A summarizes the levels of service at the Del Monte Boulevard intersections with Imjin Parkway, Commercial Access – Private Driveway and East-West Street. **Exhibit 8B** summarizes the recommended intersection improvements at these same intersections. **Appendix A** contains the level of service calculations.

Operations of the Del Monte Boulevard intersections with Commercial Access – Private Driveway and East-West Street will be better than City of Marina Level of Service (LOS) standard of "D," with side-street operations of LOS B and LOS C for all three of the analyzed scenarios (i.e., Background, Option 1 and Option 2). No further improvements are required at either of these two intersections.

The 2nd Avenue – Del Monte Boulevard / Imjin Parkway intersection under Baseline conditions will operate at an acceptable LOS D during the AM peak hour but an unacceptable LOS E during the PM peak hour. However, the proposed lane configuration changes at the intersection under Options 1 and 2 will improve operations to LOS D during both the AM and PM peak hours. These lane configuration changes will therefore fully improve operations of the intersection to acceptable conditions. No further improvements are required at this intersection under either Options 1 or 2.

The Gas Station Driveway / Imjin Parkway intersection would not exist under either Baseline or Option 1 conditions. For Option 2 conditions, the intersection would operate at LOS C during both the AM and PM peak hours. No improvements are required at this intersection.

D. INTERSECTION VEHICLE QUEUES

Vehicle queues were evaluated on Del Monte Boulevard for its proposed left and right turn lanes at the study intersections. These queue lengths were estimated using the Highway Capacity Manual method (stop control) and the Poisson approximation method (signal control), the latter documented by the Santa Clara Valley Transportation Authority (VTA) for use at signalized intersections in Santa Clara County. **Exhibit 10** summarizes these vehicle queues. **Appendix B** contains the queue length calculations. All of the northbound and southbound left turn lanes on Del Monte Boulevard at Commercial Access – Private Driveway and East-West Street can more than accommodate their anticipated vehicle queues for Baseline, Option 1, and Option 2 conditions. No improvements are required at these turn lanes.

At Imjin Parkway, only the southbound Del Monte Boulevard left turn lane queues will require additional storage. Under Baseline conditions, the southbound left turn lane queue will require 200 feet of storage, exceeding the proposed 165 feet. Under Options 1 and 2, the dual left turn lanes will each require 125 feet of storage, exceeding the proposed 100 feet. Reducing the taper lengths of the northbound Del Monte left turn lane at the Commercial Access and southbound Del Monte left turn lanes at Imjin Parkway would allow for the southbound left turn lanes' storage to be lengthened to 130 feet, more than exceeding the necessary vehicle storage under Options 1 and 2. No further improvements are required.

E. GAS STATION DRIVEWAY SPACING

1. Distance to Northbound State Route 1 Ramps

The proposed driveway on Imjin Parkway also needs to comply with Caltrans standards for the proximity of access points to freeway ramp intersections. Section 504.3(3) (page 500-31) of the Highway Design Manual, Caltrans, Seventh Edition, July 1,2020 (HDM), states, "The minimum distance (curb return to curb return) between ramp intersections and local road intersections shall be 400 feet. The preferred minimum

distance should be 500 feet. This does not apply to Resurfacing, Restoration and Rehabilitation (3R), ramp widening, restriping or other projects which do not reconfigure the interchange. This standard does apply to projects proposing to realign a local street."

The spacing between the Northbound State Route 1 Ramps and Del Monte Boulevard Extension is about 1,200 feet. The proposed driveway will be located about 130 feet from Del Monte Boulevard Extension. The clear distance to the ramp intersection will be over 800 feet, which will exceed the minimum spacing standard of the Highway Design Manual.

2. Relation to Existing MST Bus Stop

A westbound Imjin Parkway right turn taper is recommended in advance of the gas station driveways. This lane can begin just west of the 2nd Avenue – Del Monte Boulevard / Imjin Parkway intersection, proceeded by a standard taper. However, a complicating factor of both the driveway location and the right turn lane is the existing bus stop pullout on westbound Imjin Parkway adjacent to the proposed gas station property. This bus stop would need to be relocated as a part of the driveway construction. To minimize the relocation distance of the bus stop, it is recommended that the bus stop pullout be incorporated into the driveway and right turn lane designs using the design guidelines of Monterey-Salinas Transit (MST). These guidelines are documented in *Designing for Transit,* MST, 2020. Specifically, the right turn lane itself can serve as the near-side taper in advance of the bus stop and a far-side taper can be added just west of both the bus stop and driveway. The conceptual design of the driveways – as shown on **Exhibit 9** – is consistent with this recommended design approach.

The spacing between the bus stop and driveway should also follow MST's near-side and far-side bus stop curb standards. For example, the bus stop design on the Del Monte side of the bus stop should follow the far-side standards. It should follow the near-side standards on the western gas station driveway side of the bus stop.

Line 18 is the only MST bus route that currently services this bus stop. Line 18 provides service between Marina and Monterey via Seaside, Sand City and CSUMB. This line operates every hour on weekdays and weekends. The westbound Imjin bus stop is only serviced when traveling to Marina. Therefore, buses will be stopping at this bus stop only once every hour, minimizing interference with driveway traffic. As buses serving this bus stop continue onto Northbound Highway 1 via the rightmost westbound lane on Imjin Parkway, relocation of this bus stop will not impede the ability of buses to continue their route.

When a bus is stopped at the westbound Imjin Parkway bus stop, it will partially block the available sight distance between the west gas station driveway and westbound Imjin Parkway. Sight distance would be restricted to approximately 70 feet, which is well under the Caltrans stopping sight distance standard for the posted speed limit on Imjin Parkway of 45 mph. The more limited sight distance would typically last for approximately 30-60 seconds while the bus is stopped at the bus stop. Once the bus has left the area, sight distance would return to beyond the 2nd Avenue – Del Monte Boulevard / Imjin Parkway intersection. Sight distance at the east gas station driveway would not be affected by a stopped bus.

3. Driveway Level of Service

Both of the proposed driveways on Imjin Parkway will operate at LOS C, as indicated in **Exhibit 8A**. The calculations are contained in **Appendix A**. These calculations are conservative in that they assume random arrivals of traffic along westbound Imjin Parkway. However, gaps in traffic are provided be the existing signal at the 2nd Avenue-Del Monte Extension intersection.

4. Examples of Similar Driveway Locations

The proposed driveway location on Imjin Parkway would require modifying the existing non-access strip along the Project's Imjin Parkway frontage. This may have been imposed so that no conflict points would be created along Imjin Parkway, which is a high-volume facility. However, there are many examples of similar driveways throughout Monterey County and locations in the South and East San Francisco Bay Area. A representative list is included on **Exhibit 11**, which indicates the city and street where the driveway is located as well as average daily traffic, speed limit and spacing from the upstream intersection and downstream freeway ramps. Most of these are very high-volume locations, some of which have triple left turn lanes at the upstream intersection. The land uses are all commercial. Many are designed with concrete curb aprons.

F. DEL MONTE BOULEVARD EXTENSION CROSS SECTION

The proposed typical cross section for the Del Monte Boulevard Extension is illustrated on the middle of **Exhibit 12**. It would have a total right-of-way width of 104 feet, which will include a two-lane arterial with buffered bike lanes, 16-foot curbed median that will accommodate left turn lanes, shared bike/pedestrian path on the east side and sidewalk on the west side. The top of **Exhibit 12** also illustrates a section recommended by the City of Marina with a 138-foot right-of-way. This section would include a four-lane arterial with buffered bike lanes, 16-foot curbed median that will accommodate left turn lanes, shared bike/pedestrian path plus sidewalk on the east side and 8-foot sidewalk on the west side. Additional right of way would also be provided for perpendicular bike parking on the west side.

Exhibit 13 indicates that Del Monte Boulevard will only carry about 6,500 vehicles per day, which is well within the capacity of a two-lane arterial with left turn lanes. This is corroborated by worst-case C levels of service on the side street approaches at intersections immediately north of Imjin Parkway under long term cumulative conditions. There will be no need in the future for the Del Monte Extension to have four lanes with buildout of the current General Plan. The proposed 2-lane arterial in a 104-foot right of way will adequately accommodate long term traffic demand.

If the City is more comfortable providing a four-lane facility, an alternative four-lane configuration can be provided within a 104-foot right of way as illustrated on **Exhibit 13**. This would include a 14-foot median, which would be wide enough for median left turn lanes as well as buffered bike lanes, a sidewalk on the west side and a 10-foot share bike-pedestrian path on the east side. A 104-foot right of way will accommodate both two-lane and four-lane alternatives well within acceptable traffic operations.

Andrew Hunter
May 4, 2021

G. CONCLUSION

In summary, this analysis found that the proposed design of the lower Del Monte Boulevard extension will operate acceptably with the buildout of The Dunes on Monterey Bay and minor modifications to the roadway design. The 2nd Avenue – Del Monte Boulevard / Imjin Parkway intersection will operate acceptably if the southbound Del Monte Boulevard lane configuration is changed to that which is proposed by the study project. Intersection and Imjin Parkway will operate acceptably with construction of either the Commercial Access or the gas station driveways.

Vehicle queuing at the Del Monte Boulevard intersections can be fully accommodated by the proposed designs, with the sole exception of the southbound Del Monte Boulevard left turn movement at Imjin Parkway. It is recommended that the vehicle storage for this movement be increased to 130 feet for each left turn lane by reducing the length of the turn lane tapers for both these turn lanes as well as the adjacent northbound Del Monte left turn lane at Commercial Access.

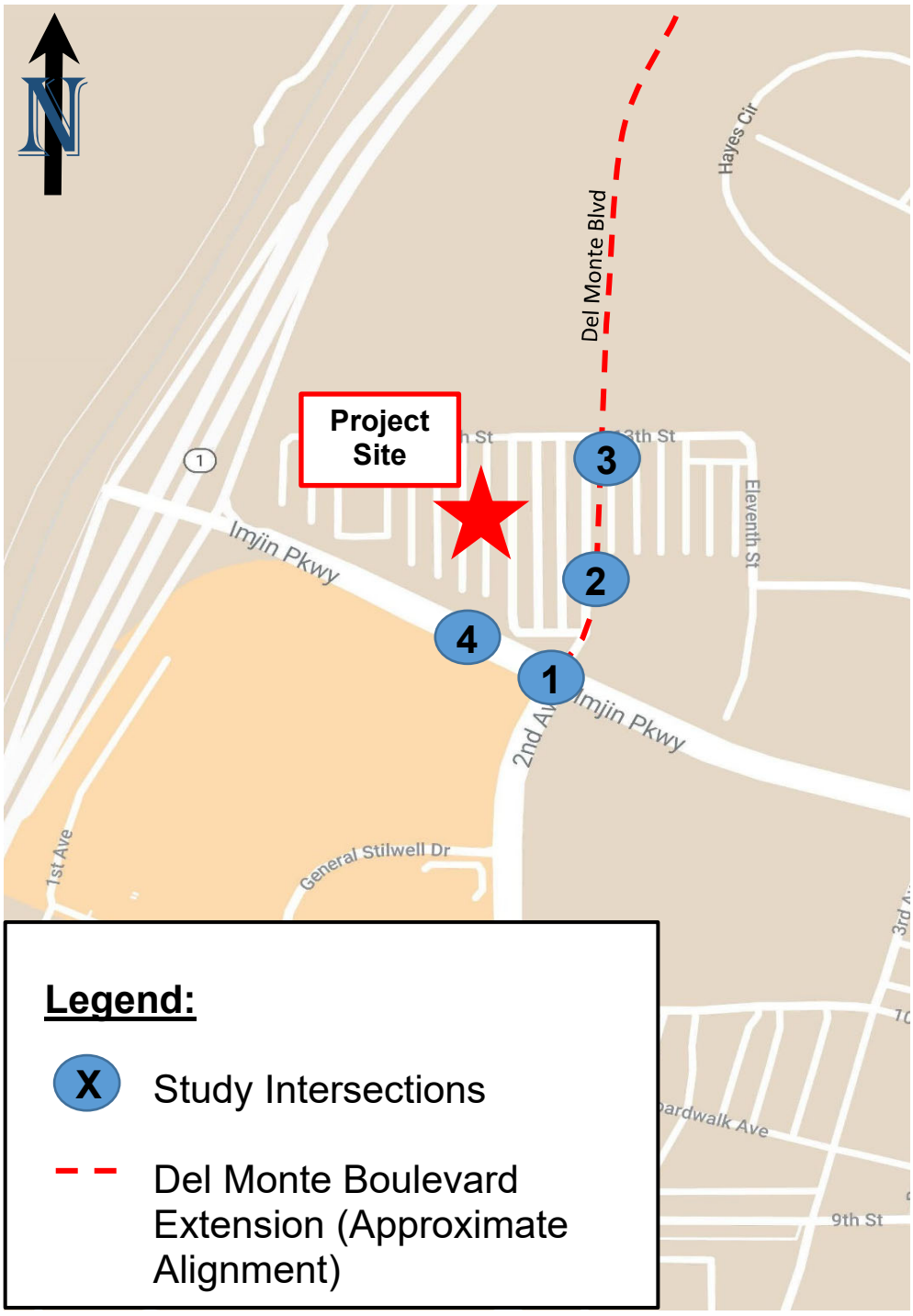
A 104-foot right-of-way will be able to easily provide acceptable operations, for motorized vehicles, bikes and pedestrians. A 138-foot right-of-way is not needed for the volumes of motorized or non-motorized traffic through General Plan Buildout.

If you have any questions regarding the contents of this letter or need additional information, please do not hesitate to contact me at your convenience. Thank you for the opportunity to assist you.

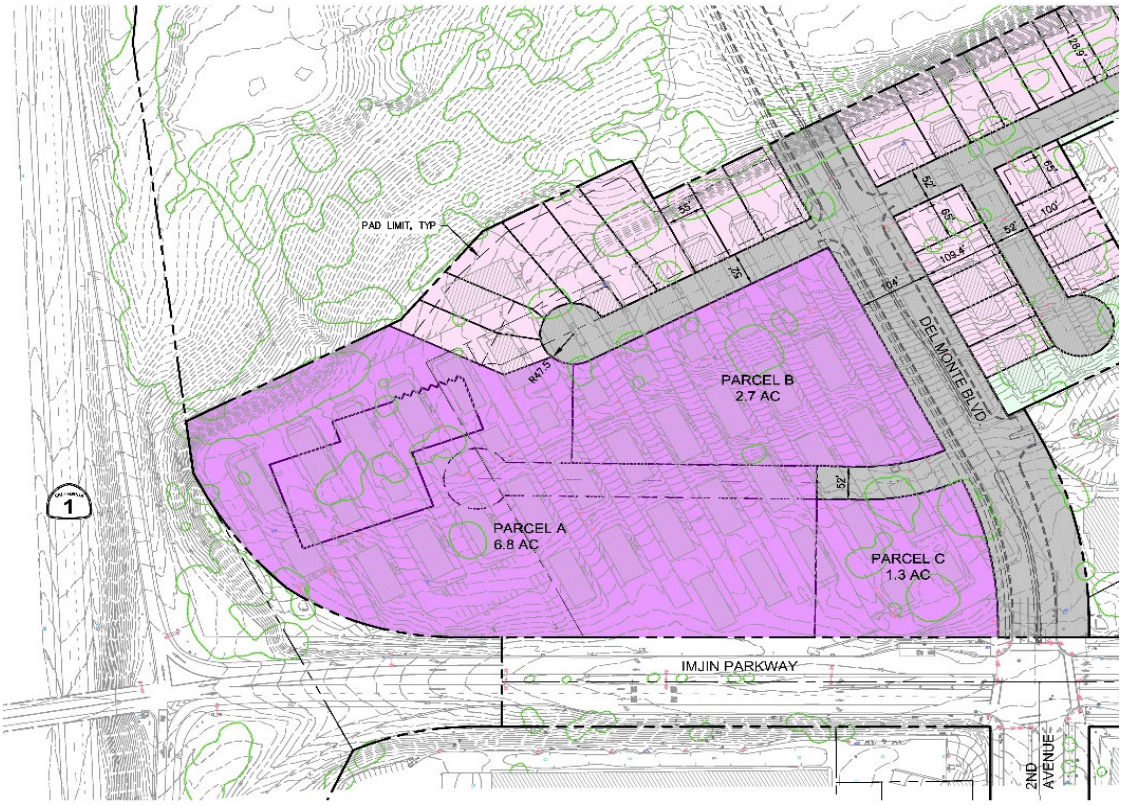
Respectfully submitted,

Keith Higgins

Keith B. Higgins, PE, TE
Attachments



Basemap Source: Google Maps, 2020.



Source: Whitson Engineers, April 2020.

The Dunes (Marina University Villages) Project Buildout - Trip Generation Table
2020 Project Description - North of Imjin Parkway

TRIP GENERATION RATES		ITE LAND USE CODE	PROJECT SIZE	PEAK HOUR TRIP RATES & DISTRIBUTION								
					AM PEAK HOUR				PM PEAK HOUR			
				DAILY TRIP RATES	PEAK HOUR RATES	% OF DAILY RATES	% IN	% OUT	PEAK HOUR RATES	% OF DAILY RATES	% IN	% OUT
Single Family Homes		210	341 units	9.57	0.75	8%	25%	75%	1.01	11%	63%	37%
Gas Station with Convenience Market		945	12 positions	162.78	10.06	6%	50%	50%	13.38	8%	50%	50%
Business Park		770	100,000 sq. ft.	12.76	1.43	11%	84%	16%	1.29	10%	23%	77%
Hotel		310	500 rooms	12.23	0.62	5%	58%	42%	0.73	6%	49%	51%

PROJECT TRIPS GENERATED - FUTURE USES	LOCATION	ITE LAND USE CODE	PROJECT SIZE	NUMBER OF TRIPS GENERATED								
					AM PEAK HOUR				PM PEAK HOUR			
				DAILY TRIPS	PEAK HOUR TRIPS	% OF DAILY RATES	% IN	% OUT	PEAK HOUR TRIPS	% OF DAILY RATES	% IN	% OUT
Single Family Homes	W of Del Monte	210	9 units	86	7	8%	2	5	9	10%	6	3
Single Family Homes	E of Del Monte	210	45 units	431	34	8%	9	25	45	10%	28	17
Gas Station with Convenience Market	Northwest Corner of Imjin/Del Monte	945	12 positions	1,953	121	6%	61	60	161	8%	81	80
Hotel	W of Del Monte	310	310 rooms	3,791	192	5%	111	81	226	6%	111	115
Sub-Total Project Future Trips				**6,261**	**354**	**6%**	**183**	**171**	**441**	**7%**	**226**	**215**
Internal Trip Reduction[5] (-10%)				**626**	**35**	**6%**	**18**	**17**	**44**	**7%**	**23**	**22**
TOTAL PRIMARY PROJECT FUTURE TRIPS				**5,635**	**319**	**6%**	**165**	**154**	**397**	**7%**	**203**	**194**
		To and From Imjin	75%	4,226	239		124	115	298		153	145
		To and From Marina	25%	1,409	80		41	38	99		51	48

Notes:

1. Trip generation rates published by Institute of Transportation Engineers (ITE), "Trip Generation," 7th Edition, 2003, unless otherwise noted.
2. Trip rates for Hotel are cited from Institute of Transportation Engineers (ITE), "Trip Generation Manual," 10th Edition, 2018.
3. Internal Capture rate of non-residential trips due to Neighborhood District land use.

Keith Higgins
Traffic Engineer

Exhibit 3
Project Trip Generation

EXHIBIT D

Imjin Business Park
Trip Generation

TRIP GENERATION RATES		ITE LAND USE CODE	PROJECT SIZE (EXISTING USES)	PEAK HOUR TRIP RATES & DISTRIBUTION								
					AM PEAK HOUR				PM PEAK HOUR			
				DAILY TRIP RATES	PEAK HOUR RATES	% OF DAILY RATES	% IN	% OUT	PEAK HOUR RATES	% OF DAILY RATES	% IN	% OUT
Business Park		770	53,050 sq. ft.	12.76	1.43	11%	84%	16%	1.29	10%	23%	77%

PROJECT TRIPS GENERATED - FUTURE USES	LOCATION	ITE LAND USE CODE	PROJECT SIZE		NUMBER OF TRIPS GENERATED								
						AM PEAK HOUR				PM PEAK HOUR			
					DAILY TRIPS	PEAK HOUR TRIPS	% OF DAILY RATES	% IN	% OUT	PEAK HOUR TRIPS	% OF DAILY RATES	% IN	% OUT
Business Park (Existing)	Northeast Corner of Imjin/Del Monte	770	53,050 sq. ft.		677	76	11%	64	12	68	10%	16	52
		To and From Imjin		75%	508	57		48	9	51		12	39
		To and From Marina		25%	169	19		16	3	17		4	13

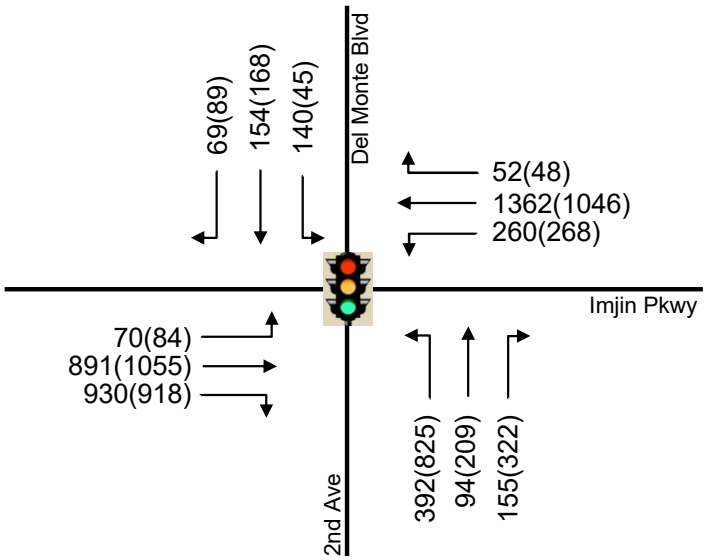
Notes:
1. Trip generation rates published by Institute of Transportation Engineers (ITE), "Trip Generation," 7th Edition, 2003, unless otherwise noted.
2. Square footage is estimated from aerial imagery.

Keith Higgins
Traffic Engineer

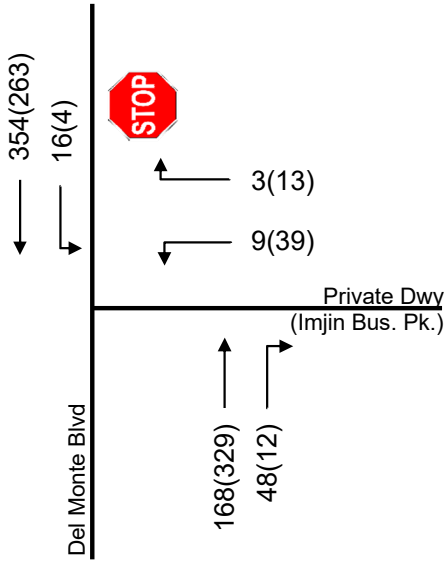
Exhibit 4
Imjin Business Park
Trip Generation

EXHIBIT D

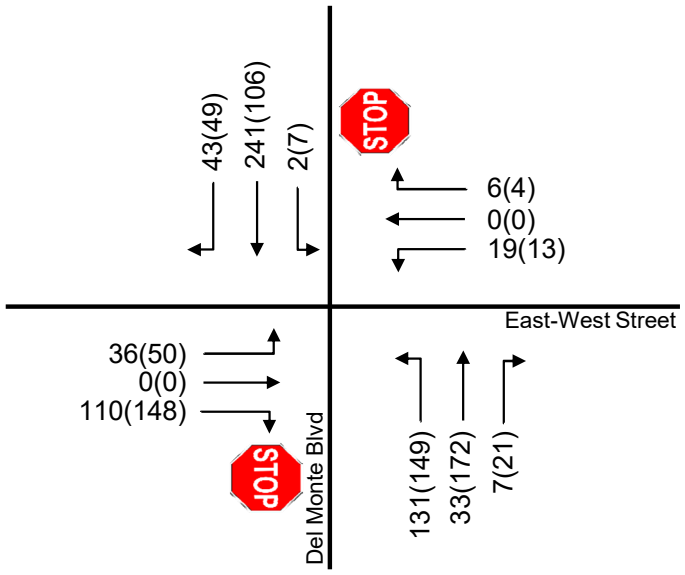
1. 2nd Avenue - Del Monte Boulevard / Imjin Parkway



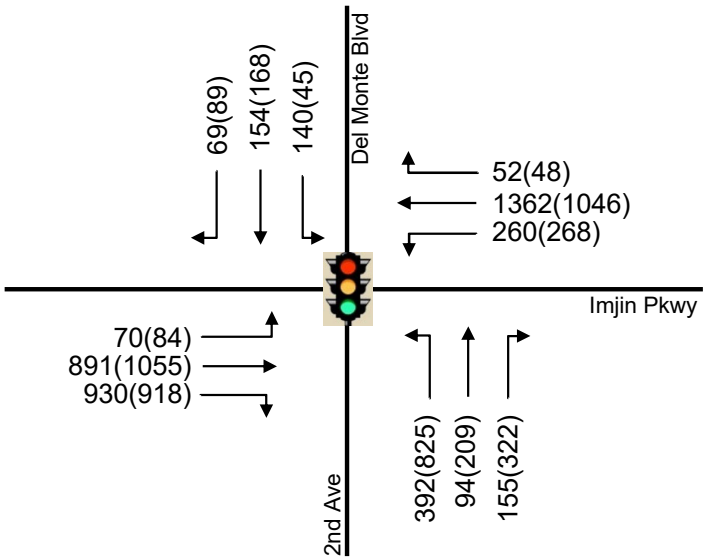
2. Del Monte Boulevard / Commercial Access - Private Driveway



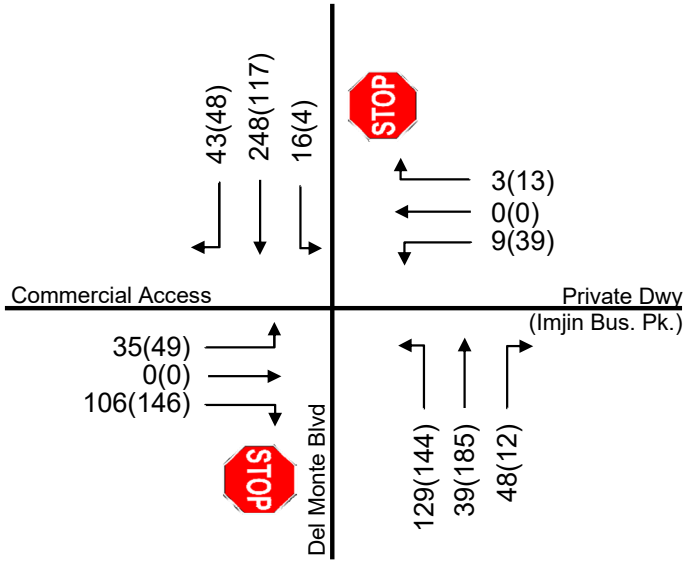
3. Del Monte Boulevard / East-West Street



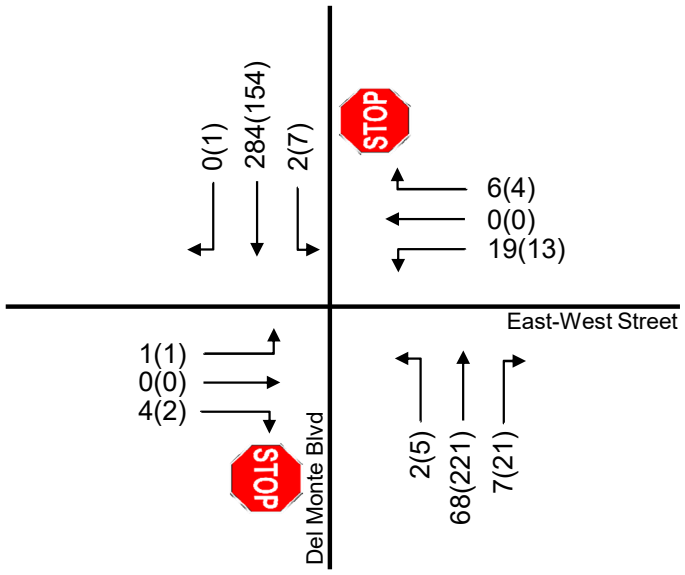
1. 2nd Avenue - Del Monte Boulevard / Imjin Parkway



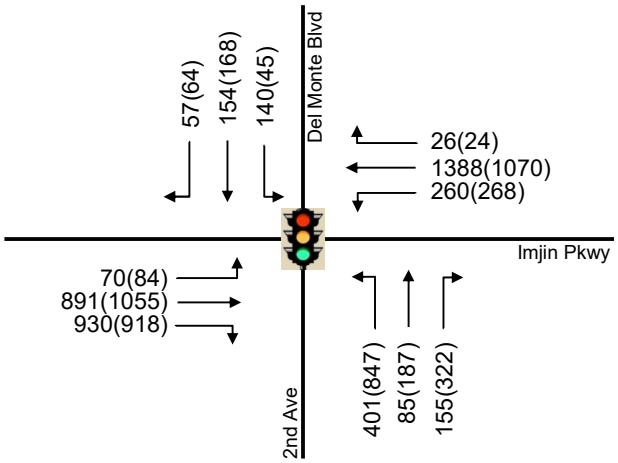
2. Del Monte Boulevard / Commercial Access - Private Driveway



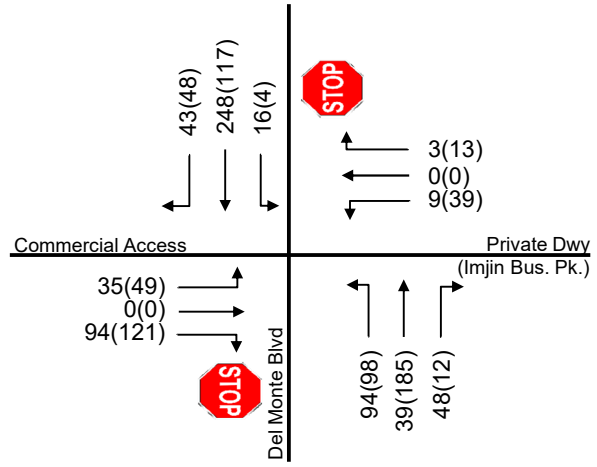
3. Del Monte Boulevard / East-West Street



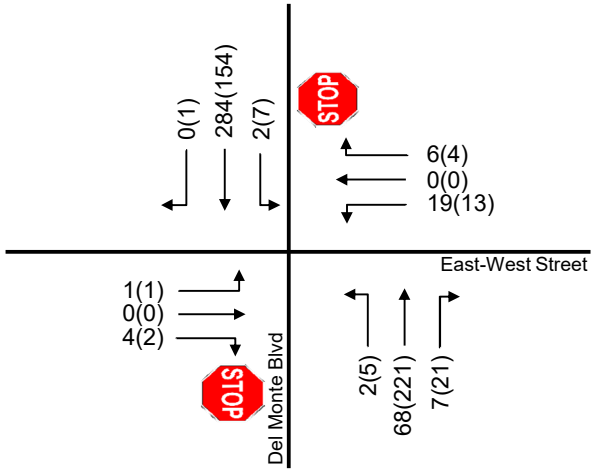
1. 2nd Avenue - Del Monte Boulevard / Imjin Parkway



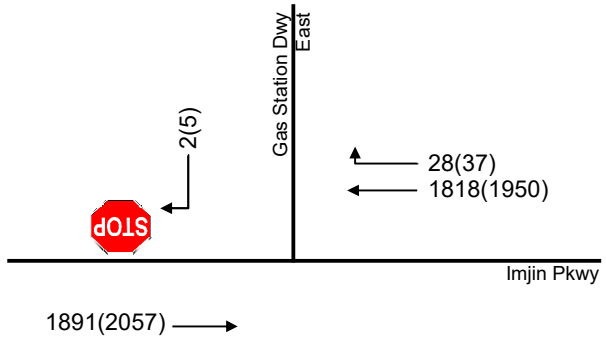
2. Del Monte Boulevard / Commercial Access
Private Driveway



3. Del Monte Boulevard / East-West Street



4. Gas Station Driveway East / Imjin Parkway



5. Gas Station Driveway West / Imjin Parkway

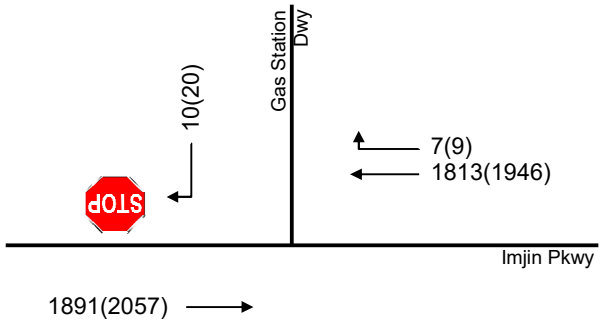


Exhibit 7
Option 2 Conditions
(Commercial Access and Gas Station Driveways)
AM & PM Peak Hour Volumes

	N-S Street	E-W Street	Lane Configuration			Intersection Control	LOS Standard	Peak Hour	Baseline Conditions		Option 1 Conditions (Commercial Access)		Option 2 Conditions (Commercial Access plus Gas Station Dwys)	
			Baseline	Option 1	Option 2				Delay	LOS	Delay	LOS	Delay	LOS
1	2nd Avenue - Del Monte Boulevard	Imjin Parkway	NB 2-L, 1-T, 1-R SB 1-L, 1-T, 1-R EB 1-L, 2-T, 1-R WB 2-L, 1-T, 1-T/R	NB 2-L, 1-T, 1-R SB 2-L, 1-T, 1-T/R EB 1-L, 2-T, 1-R WB 2-L, 1-T, 1-T/R	NB 2-L, 1-T, 1-R SB 2-L, 1-T, 1-T/R EB 1-L, 2-T, 1-R WB 2-L, 1-T, 1-T/R	Signal	D	AM	42.6	D	40.2	D	40.3	D
								PM	60.4	E	53.3	D	53.8	D
						With Improvement		*AM*	*40.2*	*D*				
								PM	*53.3*	*D*				
2	Del Monte Boulevard	Commercial Access - Private Driveway	NB 1-T/R SB 1-L, 1-T WB 1-L/R	NB 1-L, 1-T/R SB 1-L, 1-T/R EB 1-L/T/R WB 1-L/T/R	NB 1-L, 1-T/R SB 1-L, 1-T/R EB 1-L/T/R WB 1-L/T/R	One-Way Stop	E	AM	12.4	B	N/A		N/A	
								PM	13.7	B				
						Two-Way Stop	E/E	AM	N/A		13.7/16.9	B/C	13.0/15.1	B/C
								PM			13.8/20.2	B/C	12.7/16.7	B/C
3	Del Monte Boulevard	East-West Street	NB 1-L, 1-T/R SB 1-L, 1-T/R EB 1-L/T/R WB 1-L/T/R	NB 1-L, 1-T/R SB 1-L, 1-T/R EB 1-L/T/R WB 1-L/T/R	NB 1-L, 1-T/R SB 1-L, 1-T/R EB 1-L/T/R WB 1-L/T/R	Two-Way Stop	E/E	AM	13.2/16.4	B/C	10.3/11.0	B/B	10.3/11.0	B/B
								PM	13.7/18.3	B/C	10.1/11.6	B/B	10.1/11.6	B/B
4	Gas Station Driveway East	Imjin Parkway	N/A	N/A	SB 1-R EB 2-T WB 2-T, 1-R	One-Way Stop	E	AM	N/A		N/A		19.8	C
								PM					21.8	C
5	Gas Station Driveway West	Imjin Parkway	N/A	N/A	SB 1-R EB 2-T WB 2-T, 1-R	One-Way Stop	E	AM	N/A		N/A		20.2	C
								PM					23.1	C

Notes:

1. L, T, R = Left, Through, Right.
2. NB, SB, EB, WB = Left, Through, Right, Northbound, Southbound, Eastbound, Westbound.
3. * = Delay exceeds 3,000 seconds
4. Overall level of service standard for the City of Marina is LOS D. Side-street level of service is assumed as LOS E.
5. N/A = Not Applicable. This intesection or control type does not exist under this scenario.
6. For signalized and all-way stop intersection analysis, delay is average overall delay in seconds per vehicle (sec/veh).
   For one- and two-way stop intersections, delays are side-street approach operations, also in seconds per vehicle (sec/veh).
7. Analysis performed using 2000 and 2010 Highway Capacity Manual methodologies.
8. Level of service calculations can be found in **Appendix A.**
9. LOS highlighted in **red** indicates intersection operating below level of service standard.
10. Resulting levels of service with recommended improvements noted under "With Improvements".
    A list of applied improvements can be found on **Exhibit 8B.**

Keith Higgins
Traffic Engineer

Exhibit 8A
Intersection
Levels of Service

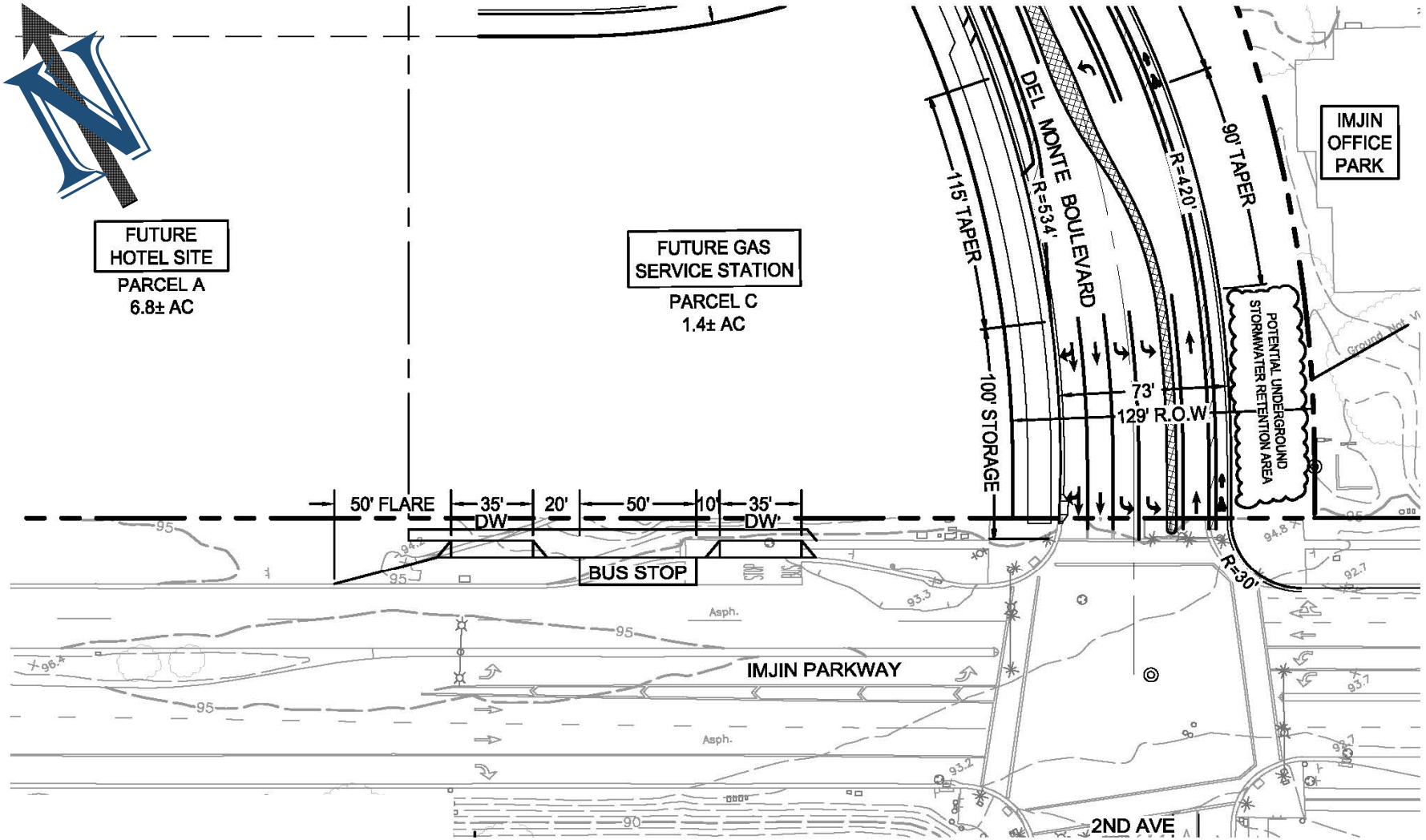
	N-S Street	E-W Street	Baseline Conditions	Option 1 Conditions (Commercial Access)	Option 2 Conditions (Commercial Access plus Gas Station Dwy)
1	2nd Avenue - Del Monte Boulevard	Imjin Parkway	Implement Option 1 Lane Configuration (SB Del Monte: 2-L, 1-T, 1-T/R)	None Required	None Required
2	Del Monte Boulevard	Commercial Access - Private Driveway	None Required	None Required	None Required
3	Del Monte Boulevard	East-West Street	None Required	None Required	None Required
4	Gas Station Driveway East	Imjin Parkway	N/A	N/A	None Required
5	Gas Station Driveway West	Imjin Parkway	N/A	N/A	None Required

Notes:

1. L, T, R = Left, Through, Right.
2. NB, SB, EB, WB = Northbound, Southbound, Eastbound, Westbound.
3. N/A = Not Applicable. This intesection does not exist under this scenario.

Keith Higgins
Traffic Engineer

Exhibit 8B
Recommended
Intersection Improvements



Source: Whitson Engineers, March 2021.

Exhibit 9
Conceptual Design of
Option 2 Driveways
on Imjin Parkway

EXHIBIT D

Keith Higgins
Traffic Engineer

	N-S Street	E-W Street	Intersection Control	Peak Hour	Baseline Conditions			Option 1 Conditions (Commercial Access)			Option 2 Conditions (Commercial Access plus Gas Station Dwy)		
					95th Percentile (Design) Queue Lengths (per lane - feet)								
					NB L	SB L	SB R	NB L	SB L	SB R	NB L	SB L	SB R
1	2nd Avenue - Del Monte Boulevard	Imjin Parkway	Signal	AM		**200**	125		**125***			**125***	
				PM		100	150		50*			50*	
			Available Storage (feet)			165	165		100*			100*	
2	Del Monte Boulevard	Commercial Access - Private Driveway	One- or Two-Way Stop	AM		25		25	25		25	25	
				PM		25		25	25		25	25	
			Available Storage (feet)			90		90	90		90	90	
3	Del Monte Boulevard	East-West Street	Two-Way Stop	AM	25	25		25	25		25	25	
				PM	25	25		25	25		25	25	
			Available Storage (feet)		90	105		90	105		90	105	

Notes:

1. L, T, R = Left, Through, Right.
2. NB, SB, EB, WB = Left, Through, Right, Northbound, Southbound, Eastbound, Westbound.
3. The 95th Percentile (Design) vehicle queue lengths represent the maximum queue lengths in each peak hour for use in roadway design.
4. Queue lengths estimated using the Highway Capacity Manual method (stop control) and the Poisson approximation method (signal control), the latter documented by the Santa Clara Valley Transportation Authority (VTA).
5. Vehicle queue calculations can be found in **Appendix H**. These queue calculations assume a typical vehicle length of 25 feet.
6. * = Queue lengths are per lane for both turn lanes.
7. Available queue storage is cited from designs by Diablo Engineering Group and Whitson Engineers.
8. Queues highlighted in **red** indicates queus longer than available storage lengths (including block lengths).

Keith Higgins
Traffic Engineer

Exhibit 10
Vehicle Queues on
Del Monte Boulevard Extension

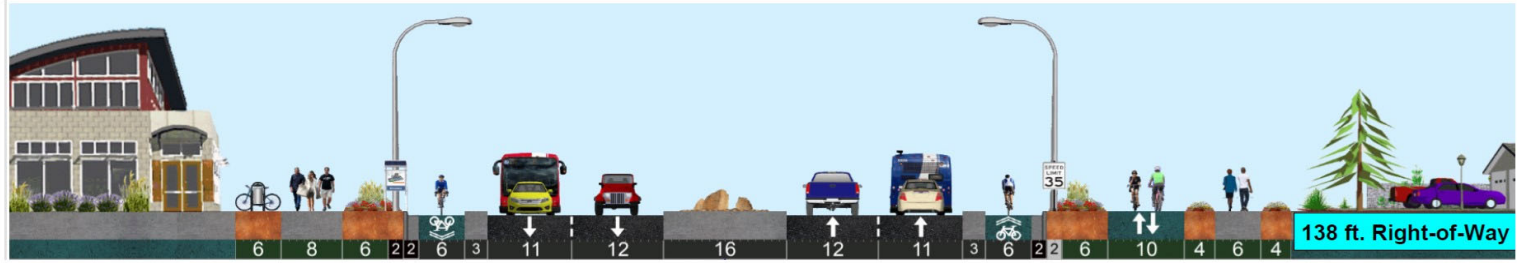
Existing Driveways Between Signalized Intersection and Freeway Interchange - Representative Sample

Characteristics:
1. High volume, moderate speed arterial
2. Unsignalized freeway ramp junction
3. Upstream signalized intersection

LOCATION	Existing ADT Cross Street (Two-Way)	Nearest Ramp	SPEED LIMIT (MPH)	DISTANCE FROM UPSTREAM INTERSECTION (FT)*	DISTANCE FROM ON-RAMP (FT)**	DRIVEWAY LAND USE
PROJECT DRIVEWAYS (MARINA)						
Imjin Parkway						
WB, west of 2nd Ave.	40,400	3,200	45	130 ft to 2nd Ave.	870	Gas Station (proposed)
ALAMEDA COUNTY						
Dublin						
SB Dougherty Blvd north of I-580	46,460	8,300	40	70 ft & 140 ft s of Dublin Blvd	480 and 410	2 Chevron Gas Station driveways
Pleasanton						
NB Hopyard Rd south of I-580	40,520	4,750	45	180 ft to Owens Dr	440	Neighborhood Shopping Center
MONTEREY COUNTY						
Gonzales						
WB Fifth St east of US 101	10,810	3,900	25	NA	220	McDonald's and Neighborhood Shopping Center
Greenfield						
EB Walnut Ave west of US 101	4,760	1,800	25		360	Santa Lucia Square Neighborhood Shopping Center
WB Walnut Ave east of US 101	3,000	2,500	35	NA	470	Future Walnut Avenue Specific Plan
King City - None Applicable						
Marina - None Applicable						
Monterey - None Applicable						
Salinas						
NB Main St south of US 101	28,180	6,000	40	390 ft to Cassentini St	760	Wheeler's Flooring and Coast Auto Insurance
WB Boronda Rd east of US 101	37,810	6,430	45	230 ft to Main St	180	Northridge Plaza Neighborhood Shopping Center
Seaside						
WB Canyon del Rey Blvd (SR 218) east of SR 1	18,970	6,400	35	180 ft to Kmart Driveway	220	Home Depot & Shell Station (also has an entrance just north of driveway)
Soledad - None Applicable						
NORTH SANTA CLARA COUNTY / EXPRESSWAYS						
Almaden Expressway						
NB, south of Blossom Hill Rd.	49,300	NA	45	250 ft to Blossom Hill Rd.	NA	Neighborhood Shopping Center
SB, south of Blossom Hill Rd.	49,300	NA	45	185 ft to Blossom Hill Rd.	NA	Shell Gas Station
NB, north of Branham Ln.	43,500	NA	50	150 ft to Branham Ln.	NA	AutoZone
SB, north of Branham Ln.	43,500	NA	50	175 to Branham Ln.	NA	Carl's Jr.
Capitol Expressway						
WB, west of SB Hwy. 87 Ramps	44,150	19,500	45	345 ft to Hwy. 87	345	McDonald's Popeye's
EB, west of Vistapark Dr.	37,820	NA	50	150 ft to Vistapark Dr.	NA	Neighborhood Shopping Center
WB, west of Snell Ave.	48,300	NA	50	105 ft to Snell Ave.	NA	Valero Gas Station
WB, east of Snell Ave.	63,480	NA	50	95 ft to Snell Ave.	NA	Chevron Gas Station
Lawrence Expressway						
SB, north of Pruneridge Ave.	62,580	NA	50	95 ft to Pruneridge Ave.	NA	Chevron Gas Station
NB, south of Homestead Rd.	55,580	NA	50	380 ft to Homestead Rd.	NA	Neighborhood Shopping Center
NB, south of Monroe St.	58,270	NA	50	115 feet to Monroe St.	NA	Shell Gas Station
SOUTH SANTA CLARA COUNTY						
Gilroy						
Eastbound 10th Street west of US 101	21,220	1,390	35	210 ft to Chestnut	380	El Pollo Loco and South Valley Plaza Shopping Center
Eastbound Leavesley Road west of US 101	30,510	9,700	35	180 ft to Murray	280	Shell Gas Station and Burger King
Morgan Hill						
Eastbound Tennant Ave west of US 101	32,630	4,100	40	275 ft to Juan Hernandez	230	Bethel Baptist Church, vacant future commercial
Eastbound Dunne Ave west of US 101	27,828	4,100	40	170 ft to Walnut Grove Ave	550	Shell Gas Station
Eastbound Dunne Ave west of US 101	27,828	6,000	40	300 ft to Walnut Grove Ave	420	Home Depot and Safeway
Eastbound Cochrane Road west of US 101	30,686	6,000	45	230 ft to Madrone Pkwy	450	Cochrane Plaza Shopping Center
SANTA CRUZ COUNTY - None Applicable						

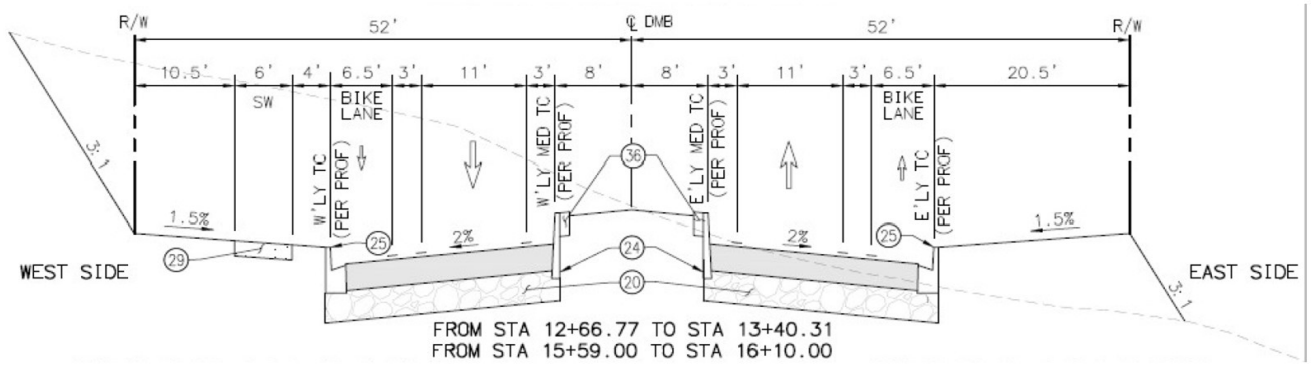
NOTES:
1. Distances are approximate and measured on Google Earth.
2. * - Distance is from centerline of driveway to near curb extension of cross street.
3. ** - Distance is from centerline of driveway to near gore point of on-ramp pork chop island.
4. Volume Sources:
   a. Caltrans
   b. *Morgan Hill 2035 DEIR,* PlaceWorks, January 23, 2016.
   c. *City of Gilroy 2040 General Plan Transportation Analysis,* Hexagon Transportation Consultants, May 12, 2020.
   d. *West End Sand City Traffic Impact Analysis,* Keith Higgins Traffic Engineer, January 19, 2018.
   e. *Harvest Moon Agricultural Employee Housing Project (Quattrin Ranch) Traffic Impact Analysis,* Keith Higgins Traffic Engineer, February 28, 2020.
   f. *Salinas (Cloverfield) Retail Center Transportation Impact Anlaysis,* Fehr & Peers, December 2010.
   g. *City of Greenfield General Plan 2005-2025,* City of Greenfield, July 2005.
   h. *Fatal-Flaw Analysis of Porposed Roundabouts at Fifth Street/US 101 Interchange in Gonzales, California,* Fehr & Peers, March 14, 2014.
   i. *Dublin IKEA Final Transportation Assessment,* Fehr & Peers, January 2018.
   j. *4300 Stevens Creek Boulevard Mixed-Use Development Traffic Impact Analysis,* Hexagon Transportation Consultants, August 17, 2018.
   k. *Communications Hill Residential and Industrial Buildout Traffic Impact Analysis,* Hexagon Transportation Consultants, May 28, 2014.
   l. *Stanford 2018 General Use Permit (GUP): Transportation Impact Analysis Part 2,* Fehr & Peers, August 2017.
   m. *Vallco Special Area Specific Plan Transportation Impact Analysis,* Fehr & Peers, May 22, 2018.
   n. *Official County Road Book 2019,* Santa Clara County Roads and Airports Department, July 2019.
   o. *Traffic Impact Analysis for the Harkins Slough Road Townhouse Development, Watsonville, California,* Hatch Mott MacDonald, September 25, 2014.
   p. *The Dunes - Del Monte Bouevard Extension, Marina, California,* Keith Higgins Traffic Engineer, October 6, 2020.

Section provided with comments:

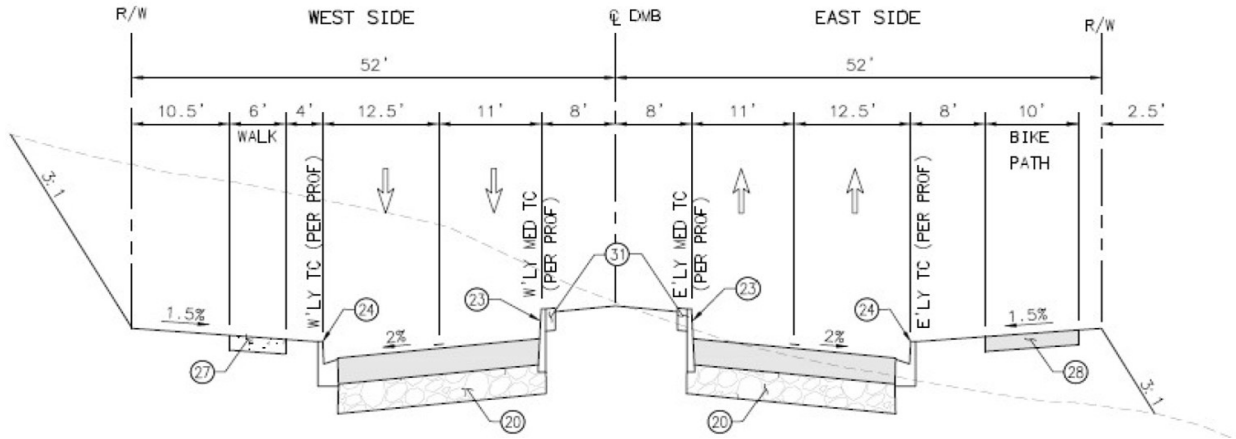


Sections from Del Monte Blvd Extension Plans:

104' Interim



104' Ultimate



Source: City of Marina.

Keith Higgins
Traffic Engineer

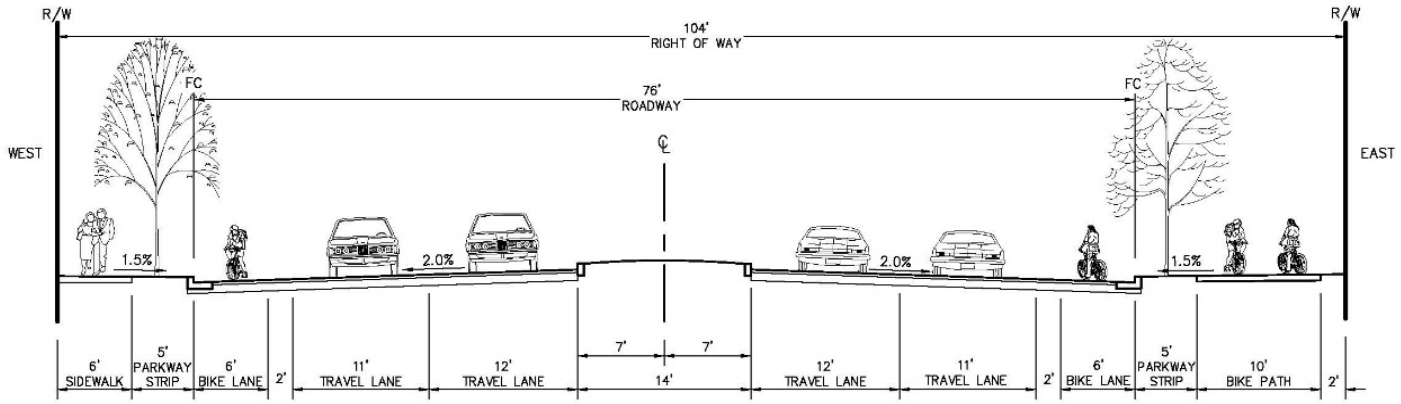
Exhibit 12
Comparison of City Del Monte Section with 104-Foot Two-Lane Configuration

EXHIBIT D

DEL MONTE BOULEVARD EXTENSION
SEGMENT LEVELS OF SERVICE

	Cumulative Plus Project					
Del Monte Blvd Extension Segment	**AM Peak**	**2-Lane LOS**	**PM Peak**	**2-Lane LOS**	**ADT**	**2-Lane LOS**
North of East-West Street	361	A	388	A	3,900	A
Commercial Access-Imjin Bus. Park to East-West Street	384	A	416	A	4,200	A
Imjin Parkway to Commercial Access-Imjin Bus. Park	579	A	643	A	6,500	A

Notes:
1. Source of Volumes: "Imjin Parkway & 2nd Avenue Queue Evaluation," Kimley-Horn and Associates, May 19, 2020
2. Levels of service are based on segment planning thresholds for a two-lane arterial (with left turn lanes) included in **Appendix D**.



DEL MONTE BLVD EXTENSION
ALTERNATIVE SECTION - 104' RIGHT OF WAY

Source: Whitson Engineers, July 2020.

Keith Higgins
Traffic Engineer

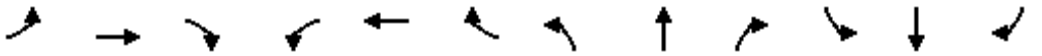
Exhibit 14
104-Foot Four-Lane
Del Monte Configuration

EXHIBIT D

Appendix A

Level of Service

Calculations



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	70	891	930	260	1362	52	392	94	155	140	154	69
Future Volume (vph)	70	891	930	260	1362	52	392	94	155	140	154	69
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5	4.5	4.5	4.5	4.5
Lane Util. Factor	1.00	0.95	1.00	0.97	0.95		0.97	1.00	1.00	1.00	1.00	1.00
Frt	1.00	1.00	0.85	1.00	0.99		1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1787	3539	1568	3400	3454		3433	1881	1583	1787	1881	1599
Flt Permitted	0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1787	3539	1568	3400	3454		3433	1881	1583	1787	1881	1599
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	76	968	1011	283	1480	57	426	102	168	152	167	75
RTOR Reduction (vph)	0	0	273	0	2	0	0	0	142	0	0	65
Lane Group Flow (vph)	76	968	738	283	1535	0	426	102	26	152	167	10
Heavy Vehicles (%)	1%	2%	3%	3%	4%	2%	2%	1%	2%	1%	1%	1%
Turn Type	Prot	NA	Perm	Prot	NA		Prot	NA	Perm	Prot	NA	Perm
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases			2						8			4
Actuated Green, G (s)	6.1	52.7	52.7	10.1	56.7		14.7	16.7	16.7	12.5	14.5	14.5
Effective Green, g (s)	6.1	52.7	52.7	10.1	56.7		14.7	16.7	16.7	12.5	14.5	14.5
Actuated g/C Ratio	0.06	0.48	0.48	0.09	0.52		0.13	0.15	0.15	0.11	0.13	0.13
Clearance Time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5	4.5	4.5	4.5	4.5
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	99	1695	751	312	1780		458	285	240	203	247	210
v/s Ratio Prot	0.04	0.27		c0.08	c0.44		c0.12	0.05		0.09	c0.09	
v/s Ratio Perm			c0.47						0.02			0.01
v/c Ratio	0.77	0.57	0.98	0.91	0.86		0.93	0.36	0.11	0.75	0.68	0.05
Uniform Delay, d1	51.3	20.5	28.2	49.5	23.2		47.1	41.8	40.2	47.2	45.5	41.7
Progression Factor	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	29.3	0.5	28.2	28.2	4.6		25.6	0.8	0.2	14.0	7.1	0.1
Delay (s)	80.5	21.0	56.4	77.7	27.8		72.7	42.6	40.4	61.2	52.6	41.8
Level of Service	F	C	E	E	C		E	D	D	E	D	D
Approach Delay (s)		40.6			35.6			60.5			53.9	
Approach LOS		D			D			E			D	

Intersection Summary			
HCM 2000 Control Delay	42.6	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.91		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	84.4%	ICU Level of Service	E
Analysis Period (min)	15		
c Critical Lane Group			

Intersection	
Int Delay, s/veh	0.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	9	3	168	48	16	354
Future Vol, veh/h	9	3	168	48	16	354
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	90	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	3	183	52	17	385

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	628	209	0	0	235	0
Stage 1	209	-	-	-	-	-
Stage 2	419	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	447	831	-	-	1332	-
Stage 1	826	-	-	-	-	-
Stage 2	664	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	441	831	-	-	1332	-
Mov Cap-2 Maneuver	441	-	-	-	-	-
Stage 1	815	-	-	-	-	-
Stage 2	664	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.4	0	0.3
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	500	1332	-
HCM Lane V/C Ratio	-	-	0.026	0.013	-
HCM Control Delay (s)	-	-	12.4	7.7	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	0.1	0	-

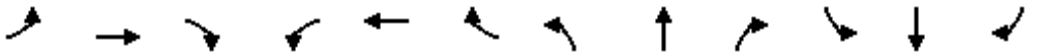
Intersection	
Int Delay, s/veh	5.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↰	↱		↰	↱	
Traffic Vol, veh/h	36	0	110	19	0	6	131	33	7	2	241	43
Future Vol, veh/h	36	0	110	19	0	6	131	33	7	2	241	43
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	90	-	-	105	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	1	1	1	1	1	1	1	1	1	1	1	1
Mvmt Flow	39	0	120	21	0	7	142	36	8	2	262	47

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	618	618	286	674	637	40	309	0	0	44	0	0
Stage 1	290	290	-	324	324	-	-	-	-	-	-	-
Stage 2	328	328	-	350	313	-	-	-	-	-	-	-
Critical Hdwy	7.11	6.51	6.21	7.11	6.51	6.21	4.11	-	-	4.11	-	-
Critical Hdwy Stg 1	6.11	5.51	-	6.11	5.51	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.11	5.51	-	6.11	5.51	-	-	-	-	-	-	-
Follow-up Hdwy	3.509	4.009	3.309	3.509	4.009	3.309	2.209	-	-	2.209	-	-
Pot Cap-1 Maneuver	403	406	755	370	396	1034	1257	-	-	1571	-	-
Stage 1	720	674	-	690	651	-	-	-	-	-	-	-
Stage 2	687	649	-	669	659	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	366	360	755	284	351	1034	1257	-	-	1571	-	-
Mov Cap-2 Maneuver	366	360	-	284	351	-	-	-	-	-	-	-
Stage 1	639	673	-	612	577	-	-	-	-	-	-	-
Stage 2	606	576	-	562	658	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	13.2	16.4	6.3	0.1
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1257	-	-	598	344	1571	-	-
HCM Lane V/C Ratio	0.113	-	-	0.265	0.079	0.001	-	-
HCM Control Delay (s)	8.2	-	-	13.2	16.4	7.3	-	-
HCM Lane LOS	A	-	-	B	C	A	-	-
HCM 95th %tile Q(veh)	0.4	-	-	1.1	0.3	0	-	-



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	84	1055	918	268	1046	48	825	209	322	45	168	89
Future Volume (vph)	84	1055	918	268	1046	48	825	209	322	45	168	89
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5	4.5	4.5	4.5	4.5
Lane Util. Factor	1.00	0.95	1.00	0.97	0.95		0.97	1.00	1.00	1.00	1.00	1.00
Frt	1.00	1.00	0.85	1.00	0.99		1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1787	3574	1599	3467	3551		3467	1881	1599	1787	1881	1599
Flt Permitted	0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1787	3574	1599	3467	3551		3467	1881	1599	1787	1881	1599
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	91	1147	998	291	1137	52	897	227	350	49	183	97
RTOR Reduction (vph)	0	0	796	0	3	0	0	0	134	0	0	79
Lane Group Flow (vph)	91	1147	202	291	1186	0	897	227	216	49	183	18
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Turn Type	Prot	NA	custom	Prot	NA		Prot	NA	Perm	Prot	NA	Perm
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases			4						8			4
Actuated Green, G (s)	7.5	40.6	23.5	10.7	43.8		31.2	48.0	48.0	6.7	23.5	23.5
Effective Green, g (s)	7.5	40.6	23.5	10.7	43.8		31.2	48.0	48.0	6.7	23.5	23.5
Actuated g/C Ratio	0.06	0.33	0.19	0.09	0.35		0.25	0.39	0.39	0.05	0.19	0.19
Clearance Time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5	4.5	4.5	4.5	4.5
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	108	1170	303	299	1254		872	728	618	96	356	303
v/s Ratio Prot	0.05	0.32		c0.08	c0.33		c0.26	0.12		0.03	0.10	
v/s Ratio Perm			c0.13						0.13			0.01
v/c Ratio	0.84	0.98	0.67	0.97	0.95		1.03	0.31	0.35	0.51	0.51	0.06
Uniform Delay, d1	57.7	41.3	46.6	56.5	39.0		46.4	26.5	26.9	57.1	45.1	41.2
Progression Factor	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	41.8	21.6	5.5	44.4	14.3		38.0	1.1	1.6	4.5	1.3	0.1
Delay (s)	99.4	62.9	52.1	100.9	53.3		84.4	27.6	28.5	61.6	46.4	41.3
Level of Service	F	E	D	F	D		F	C	C	E	D	D
Approach Delay (s)		59.6			62.6			62.4			47.1	
Approach LOS		E			E			E			D	

Intersection Summary			
HCM 2000 Control Delay	60.4	HCM 2000 Level of Service	E
HCM 2000 Volume to Capacity ratio	0.93		
Actuated Cycle Length (s)	124.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	84.6%	ICU Level of Service	E
Analysis Period (min)	15		
c Critical Lane Group			

Intersection	
Int Delay, s/veh	1.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	39	13	329	12	4	263
Future Vol, veh/h	39	13	329	12	4	263
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	90	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	42	14	358	13	4	286

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	659	365	0	0	371	0
Stage 1	365	-	-	-	-	-
Stage 2	294	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	429	680	-	-	1188	-
Stage 1	702	-	-	-	-	-
Stage 2	756	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	428	680	-	-	1188	-
Mov Cap-2 Maneuver	428	-	-	-	-	-
Stage 1	700	-	-	-	-	-
Stage 2	756	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	13.7	0	0.1
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	472	1188	-
HCM Lane V/C Ratio	-	-	0.12	0.004	-
HCM Control Delay (s)	-	-	13.7	8	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	0.4	0	-

Intersection	
Int Delay, s/veh	5.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	50	0	148	13	0	4	149	172	21	7	106	49
Future Vol, veh/h	50	0	148	13	0	4	149	172	21	7	106	49
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	90	-	-	105	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	1	1	1	1	1	1	1	1	1	1	1	1
Mvmt Flow	54	0	161	14	0	4	162	187	23	8	115	53

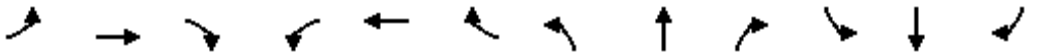
Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	683	692	142	761	707	199	168	0	0	210	0	0
Stage 1	158	158	-	523	523	-	-	-	-	-	-	-
Stage 2	525	534	-	238	184	-	-	-	-	-	-	-
Critical Hdwy	7.11	6.51	6.21	7.11	6.51	6.21	4.11	-	-	4.11	-	-
Critical Hdwy Stg 1	6.11	5.51	-	6.11	5.51	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.11	5.51	-	6.11	5.51	-	-	-	-	-	-	-
Follow-up Hdwy	3.509	4.009	3.309	3.509	4.009	3.309	2.209	-	-	2.209	-	-
Pot Cap-1 Maneuver	365	369	908	323	361	845	1416	-	-	1367	-	-
Stage 1	847	769	-	539	532	-	-	-	-	-	-	-
Stage 2	538	526	-	768	749	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	330	325	908	241	318	845	1416	-	-	1367	-	-
Mov Cap-2 Maneuver	330	325	-	241	318	-	-	-	-	-	-	-
Stage 1	750	764	-	478	471	-	-	-	-	-	-	-
Stage 2	474	466	-	628	745	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	13.7	18.3	3.4	0.3
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1416	-	-	630	290	1367	-	-
HCM Lane V/C Ratio	0.114	-	-	0.342	0.064	0.006	-	-
HCM Control Delay (s)	7.9	-	-	13.7	18.3	7.6	-	-
HCM Lane LOS	A	-	-	B	C	A	-	-
HCM 95th %tile Q(veh)	0.4	-	-	1.5	0.2	0	-	-

HCM Signalized Intersection Capacity Analysis
1: 2nd Ave/Del Monte Blvd & Imjin Pkwy

Cumulative Plus Project AM
Baseline - With Improvement

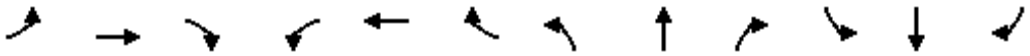


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	70	891	930	260	1362	52	392	94	155	140	154	69
Future Volume (vph)	70	891	930	260	1362	52	392	94	155	140	154	69
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5	4.5	4.5	4.5	
Lane Util. Factor	1.00	0.95	1.00	0.97	0.95		0.97	1.00	1.00	0.97	0.95	
Frt	1.00	1.00	0.85	1.00	0.99		1.00	1.00	0.85	1.00	0.95	
Flt Protected	0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)	1787	3539	1568	3400	3454		3433	1881	1583	3467	3408	
Flt Permitted	0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00	0.95	1.00	
Satd. Flow (perm)	1787	3539	1568	3400	3454		3433	1881	1583	3467	3408	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	76	968	1011	283	1480	57	426	102	168	152	167	75
RTOR Reduction (vph)	0	0	236	0	2	0	0	0	138	0	48	0
Lane Group Flow (vph)	76	968	775	283	1535	0	426	102	30	152	194	0
Heavy Vehicles (%)	1%	2%	3%	3%	4%	2%	2%	1%	2%	1%	1%	1%
Turn Type	Prot	NA	Perm	Prot	NA		Prot	NA	Perm	Prot	NA	
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases			2						8			
Actuated Green, G (s)	6.1	52.9	52.9	10.1	56.9		14.5	16.8	16.8	9.0	11.3	
Effective Green, g (s)	6.1	52.9	52.9	10.1	56.9		14.5	16.8	16.8	9.0	11.3	
Actuated g/C Ratio	0.06	0.50	0.50	0.09	0.53		0.14	0.16	0.16	0.08	0.11	
Clearance Time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5	4.5	4.5	4.5	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0		3.0	3.0	3.0	3.0	3.0	
Lane Grp Cap (vph)	102	1752	776	321	1840		466	295	249	292	360	
v/s Ratio Prot	0.04	0.27		c0.08	c0.44		c0.12	0.05		0.04	c0.06	
v/s Ratio Perm			c0.49						0.02			
v/c Ratio	0.75	0.55	1.00	0.88	0.83		0.91	0.35	0.12	0.52	0.54	
Uniform Delay, d1	49.6	18.7	26.9	47.8	21.0		45.5	40.1	38.6	46.8	45.3	
Progression Factor	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	
Incremental Delay, d2	25.2	0.4	31.7	23.4	3.4		22.3	0.7	0.2	1.7	1.5	
Delay (s)	74.8	19.1	58.6	71.2	24.4		67.9	40.8	38.9	48.5	46.8	
Level of Service	E	B	E	E	C		E	D	D	D	D	
Approach Delay (s)		40.6			31.7			56.9			47.5	
Approach LOS		D			C			E			D	

Intersection Summary			
HCM 2000 Control Delay	40.2	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.91		
Actuated Cycle Length (s)	106.8	Sum of lost time (s)	18.0
Intersection Capacity Utilization	82.7%	ICU Level of Service	E
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis
1: 2nd Ave/Del Monte Blvd & Imjin Pkwy

Cumulative Plus Project PM
Baseline - With Improvement

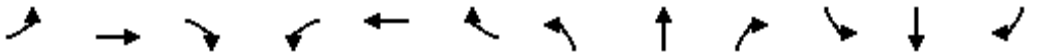


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	84	1055	918	268	1046	48	825	209	322	45	168	89
Future Volume (vph)	84	1055	918	268	1046	48	825	209	322	45	168	89
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5	4.5	4.5	4.5	
Lane Util. Factor	1.00	0.95	1.00	0.97	0.95		0.97	1.00	1.00	0.97	0.95	
Frt	1.00	1.00	0.85	1.00	0.99		1.00	1.00	0.85	1.00	0.95	
Flt Protected	0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)	1787	3574	1599	3467	3551		3467	1881	1599	3467	3389	
Flt Permitted	0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00	0.95	1.00	
Satd. Flow (perm)	1787	3574	1599	3467	3551		3467	1881	1599	3467	3389	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	91	1147	998	291	1137	52	897	227	350	49	183	97
RTOR Reduction (vph)	0	0	383	0	2	0	0	0	129	0	58	0
Lane Group Flow (vph)	91	1147	615	291	1187	0	897	227	221	49	222	0
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Turn Type	Prot	NA	Perm	Prot	NA		Prot	NA	Perm	Prot	NA	
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases			2						8			
Actuated Green, G (s)	8.9	46.4	46.4	11.1	48.6		32.2	42.2	42.2	4.0	14.0	
Effective Green, g (s)	8.9	46.4	46.4	11.1	48.6		32.2	42.2	42.2	4.0	14.0	
Actuated g/C Ratio	0.07	0.38	0.38	0.09	0.40		0.26	0.35	0.35	0.03	0.12	
Clearance Time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5	4.5	4.5	4.5	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0		3.0	3.0	3.0	3.0	3.0	
Lane Grp Cap (vph)	130	1362	609	316	1418		917	652	554	113	389	
v/s Ratio Prot	0.05	0.32		c0.08	0.33		c0.26	0.12		0.01	c0.07	
v/s Ratio Perm			c0.38						0.14			
v/c Ratio	0.70	0.84	1.01	0.92	0.84		0.98	0.35	0.40	0.43	0.57	
Uniform Delay, d1	55.1	34.3	37.7	54.9	33.0		44.4	29.5	30.1	57.7	51.0	
Progression Factor	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	
Incremental Delay, d2	15.2	4.9	38.9	30.9	4.5		24.2	0.3	0.5	2.7	2.0	
Delay (s)	70.3	39.2	76.6	85.8	37.4		68.6	29.9	30.6	60.4	53.0	
Level of Service	E	D	E	F	D		E	C	C	E	D	
Approach Delay (s)		57.2			46.9			53.6			54.1	
Approach LOS		E			D			D			D	

Intersection Summary			
HCM 2000 Control Delay	53.3	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.93		
Actuated Cycle Length (s)	121.7	Sum of lost time (s)	18.0
Intersection Capacity Utilization	83.2%	ICU Level of Service	E
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis
1: 2nd Ave/Del Monte Blvd & Imjin Pkwy

Cumulative Plus Project AM
Option 1 - Commercial Access



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	70	891	930	260	1362	52	392	94	155	140	154	69
Future Volume (vph)	70	891	930	260	1362	52	392	94	155	140	154	69
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5	4.5	4.5	4.5	
Lane Util. Factor	1.00	0.95	1.00	0.97	0.95		0.97	1.00	1.00	0.97	0.95	
Frt	1.00	1.00	0.85	1.00	0.99		1.00	1.00	0.85	1.00	0.95	
Flt Protected	0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)	1787	3539	1568	3400	3454		3433	1881	1583	3467	3408	
Flt Permitted	0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00	0.95	1.00	
Satd. Flow (perm)	1787	3539	1568	3400	3454		3433	1881	1583	3467	3408	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	76	968	1011	283	1480	57	426	102	168	152	167	75
RTOR Reduction (vph)	0	0	236	0	2	0	0	0	138	0	48	0
Lane Group Flow (vph)	76	968	775	283	1535	0	426	102	30	152	194	0
Heavy Vehicles (%)	1%	2%	3%	3%	4%	2%	2%	1%	2%	1%	1%	1%
Turn Type	Prot	NA	Perm	Prot	NA		Prot	NA	Perm	Prot	NA	
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases			2						8			
Actuated Green, G (s)	6.1	52.9	52.9	10.1	56.9		14.5	16.8	16.8	9.0	11.3	
Effective Green, g (s)	6.1	52.9	52.9	10.1	56.9		14.5	16.8	16.8	9.0	11.3	
Actuated g/C Ratio	0.06	0.50	0.50	0.09	0.53		0.14	0.16	0.16	0.08	0.11	
Clearance Time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5	4.5	4.5	4.5	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0		3.0	3.0	3.0	3.0	3.0	
Lane Grp Cap (vph)	102	1752	776	321	1840		466	295	249	292	360	
v/s Ratio Prot	0.04	0.27		c0.08	c0.44		c0.12	0.05		0.04	c0.06	
v/s Ratio Perm			c0.49						0.02			
v/c Ratio	0.75	0.55	1.00	0.88	0.83		0.91	0.35	0.12	0.52	0.54	
Uniform Delay, d1	49.6	18.7	26.9	47.8	21.0		45.5	40.1	38.6	46.8	45.3	
Progression Factor	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	
Incremental Delay, d2	25.2	0.4	31.7	23.4	3.4		22.3	0.7	0.2	1.7	1.5	
Delay (s)	74.8	19.1	58.6	71.2	24.4		67.9	40.8	38.9	48.5	46.8	
Level of Service	E	B	E	E	C		E	D	D	D	D	
Approach Delay (s)		40.6			31.7			56.9			47.5	
Approach LOS		D			C			E			D	

Intersection Summary			
HCM 2000 Control Delay	40.2	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.91		
Actuated Cycle Length (s)	106.8	Sum of lost time (s)	18.0
Intersection Capacity Utilization	82.7%	ICU Level of Service	E
Analysis Period (min)	15		
c Critical Lane Group			

Intersection	
Int Delay, s/veh	4.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	35	0	106	9	0	3	129	39	48	16	248	43
Future Vol, veh/h	35	0	106	9	0	3	129	39	48	16	248	43
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	90	-	-	90	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	38	0	115	10	0	3	140	42	52	17	270	47

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	678	702	294	733	699	68	317	0	0	94	0	0
Stage 1	328	328	-	348	348	-	-	-	-	-	-	-
Stage 2	350	374	-	385	351	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	366	362	745	336	364	995	1243	-	-	1500	-	-
Stage 1	685	647	-	668	634	-	-	-	-	-	-	-
Stage 2	666	618	-	638	632	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	330	317	745	257	319	995	1243	-	-	1500	-	-
Mov Cap-2 Maneuver	330	317	-	257	319	-	-	-	-	-	-	-
Stage 1	608	640	-	593	562	-	-	-	-	-	-	-
Stage 2	589	548	-	533	625	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	13.7	16.9	4.9	0.4
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1243	-	-	568	316	1500	-	-
HCM Lane V/C Ratio	0.113	-	-	0.27	0.041	0.012	-	-
HCM Control Delay (s)	8.3	-	-	13.7	16.9	7.4	-	-
HCM Lane LOS	A	-	-	B	C	A	-	-
HCM 95th %tile Q(veh)	0.4	-	-	1.1	0.1	0	-	-

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	0	4	19	0	6	2	68	7	2	284	0
Future Vol, veh/h	1	0	4	19	0	6	2	68	7	2	284	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	90	-	-	105	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	1	1	1	1	1	1	1	1	1	1	1	1
Mvmt Flow	1	0	4	21	0	7	2	74	8	2	309	0

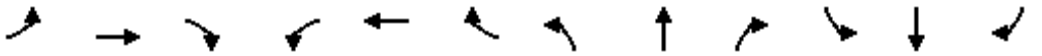
Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	399	399	309	397	395	78	309	0	0	82	0	0
Stage 1	313	313	-	82	82	-	-	-	-	-	-	-
Stage 2	86	86	-	315	313	-	-	-	-	-	-	-
Critical Hdwy	7.11	6.51	6.21	7.11	6.51	6.21	4.11	-	-	4.11	-	-
Critical Hdwy Stg 1	6.11	5.51	-	6.11	5.51	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.11	5.51	-	6.11	5.51	-	-	-	-	-	-	-
Follow-up Hdwy	3.509	4.009	3.309	3.509	4.009	3.309	2.209	-	-	2.209	-	-
Pot Cap-1 Maneuver	563	541	733	565	543	985	1257	-	-	1522	-	-
Stage 1	700	659	-	929	829	-	-	-	-	-	-	-
Stage 2	924	826	-	698	659	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	558	539	733	560	541	985	1257	-	-	1522	-	-
Mov Cap-2 Maneuver	558	539	-	560	541	-	-	-	-	-	-	-
Stage 1	699	658	-	927	827	-	-	-	-	-	-	-
Stage 2	916	824	-	693	658	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	10.3	11	0.2	0.1
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1257	-	-	690	625	1522	-	-
HCM Lane V/C Ratio	0.002	-	-	0.008	0.043	0.001	-	-
HCM Control Delay (s)	7.9	-	-	10.3	11	7.4	-	-
HCM Lane LOS	A	-	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0.1	0	-	-

HCM Signalized Intersection Capacity Analysis
1: 2nd Ave/Del Monte Blvd & Imjin Pkwy

Cumulative Plus Project PM
Option 1 - Commercial Access



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	84	1055	918	268	1046	48	825	209	322	45	168	89
Future Volume (vph)	84	1055	918	268	1046	48	825	209	322	45	168	89
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5	4.5	4.5	4.5	
Lane Util. Factor	1.00	0.95	1.00	0.97	0.95		0.97	1.00	1.00	0.97	0.95	
Frt	1.00	1.00	0.85	1.00	0.99		1.00	1.00	0.85	1.00	0.95	
Flt Protected	0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)	1787	3574	1599	3467	3551		3467	1881	1599	3467	3389	
Flt Permitted	0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00	0.95	1.00	
Satd. Flow (perm)	1787	3574	1599	3467	3551		3467	1881	1599	3467	3389	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	91	1147	998	291	1137	52	897	227	350	49	183	97
RTOR Reduction (vph)	0	0	383	0	2	0	0	0	129	0	58	0
Lane Group Flow (vph)	91	1147	615	291	1187	0	897	227	221	49	222	0
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Turn Type	Prot	NA	Perm	Prot	NA		Prot	NA	Perm	Prot	NA	
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases			2						8			
Actuated Green, G (s)	8.9	46.4	46.4	11.1	48.6		32.2	42.2	42.2	4.0	14.0	
Effective Green, g (s)	8.9	46.4	46.4	11.1	48.6		32.2	42.2	42.2	4.0	14.0	
Actuated g/C Ratio	0.07	0.38	0.38	0.09	0.40		0.26	0.35	0.35	0.03	0.12	
Clearance Time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5	4.5	4.5	4.5	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0		3.0	3.0	3.0	3.0	3.0	
Lane Grp Cap (vph)	130	1362	609	316	1418		917	652	554	113	389	
v/s Ratio Prot	0.05	0.32		c0.08	0.33		c0.26	0.12		0.01	c0.07	
v/s Ratio Perm			c0.38						0.14			
v/c Ratio	0.70	0.84	1.01	0.92	0.84		0.98	0.35	0.40	0.43	0.57	
Uniform Delay, d1	55.1	34.3	37.7	54.9	33.0		44.4	29.5	30.1	57.7	51.0	
Progression Factor	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	
Incremental Delay, d2	15.2	4.9	38.9	30.9	4.5		24.2	0.3	0.5	2.7	2.0	
Delay (s)	70.3	39.2	76.6	85.8	37.4		68.6	29.9	30.6	60.4	53.0	
Level of Service	E	D	E	F	D		E	C	C	E	D	
Approach Delay (s)		57.2			46.9			53.6			54.1	
Approach LOS		E			D			D			D	

Intersection Summary			
HCM 2000 Control Delay	53.3	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.93		
Actuated Cycle Length (s)	121.7	Sum of lost time (s)	18.0
Intersection Capacity Utilization	83.2%	ICU Level of Service	E
Analysis Period (min)	15		
c Critical Lane Group			

Intersection	
Int Delay, s/veh	6.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↰	↑		↰	↑	
Traffic Vol, veh/h	49	0	146	39	0	13	144	185	12	4	117	48
Future Vol, veh/h	49	0	146	39	0	13	144	185	12	4	117	48
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	90	-	-	90	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	53	0	159	42	0	14	157	201	13	4	127	52

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	690	689	153	763	709	208	179	0	0	214	0	0
Stage 1	161	161	-	522	522	-	-	-	-	-	-	-
Stage 2	529	528	-	241	187	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	359	369	893	321	359	832	1397	-	-	1356	-	-
Stage 1	841	765	-	538	531	-	-	-	-	-	-	-
Stage 2	533	528	-	762	745	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	322	327	893	241	318	832	1397	-	-	1356	-	-
Mov Cap-2 Maneuver	322	327	-	241	318	-	-	-	-	-	-	-
Stage 1	747	763	-	478	472	-	-	-	-	-	-	-
Stage 2	465	469	-	625	743	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	13.8	20.2	3.3	0.2
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1397	-	-	618	293	1356	-	-
HCM Lane V/C Ratio	0.112	-	-	0.343	0.193	0.003	-	-
HCM Control Delay (s)	7.9	-	-	13.8	20.2	7.7	-	-
HCM Lane LOS	A	-	-	B	C	A	-	-
HCM 95th %tile Q(veh)	0.4	-	-	1.5	0.7	0	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	0	2	13	0	4	5	221	21	7	154	1
Future Vol, veh/h	1	0	2	13	0	4	5	221	21	7	154	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	90	-	-	105	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	1	1	1	1	1	1	1	1	1	1	1	1
Mvmt Flow	1	0	2	14	0	4	5	240	23	8	167	1

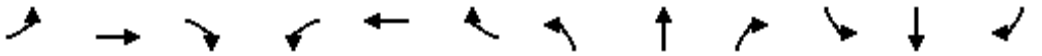
Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	448	457	168	447	446	252	168	0	0	263	0	0
Stage 1	184	184	-	262	262	-	-	-	-	-	-	-
Stage 2	264	273	-	185	184	-	-	-	-	-	-	-
Critical Hdwy	7.11	6.51	6.21	7.11	6.51	6.21	4.11	-	-	4.11	-	-
Critical Hdwy Stg 1	6.11	5.51	-	6.11	5.51	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.11	5.51	-	6.11	5.51	-	-	-	-	-	-	-
Follow-up Hdwy	3.509	4.009	3.309	3.509	4.009	3.309	2.209	-	-	2.209	-	-
Pot Cap-1 Maneuver	523	501	879	523	509	789	1416	-	-	1307	-	-
Stage 1	820	749	-	745	693	-	-	-	-	-	-	-
Stage 2	743	686	-	819	749	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	516	496	879	518	504	789	1416	-	-	1307	-	-
Mov Cap-2 Maneuver	516	496	-	518	504	-	-	-	-	-	-	-
Stage 1	817	745	-	742	690	-	-	-	-	-	-	-
Stage 2	736	683	-	812	745	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	10.1	11.6	0.2	0.3
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1416	-	-	712	564	1307	-	-
HCM Lane V/C Ratio	0.004	-	-	0.005	0.033	0.006	-	-
HCM Control Delay (s)	7.6	-	-	10.1	11.6	7.8	-	-
HCM Lane LOS	A	-	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0.1	0	-	-

HCM Signalized Intersection Capacity Analysis
1: 2nd Ave/Del Monte Blvd & Imjin Pkwy

Cumulative Plus Project AM
Option 2 - Commercial Access Plus Imjin Driveway



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	70	891	930	260	1388	26	401	85	155	140	154	57
Future Volume (vph)	70	891	930	260	1388	26	401	85	155	140	154	57
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5	4.5	4.5	4.5	
Lane Util. Factor	1.00	0.95	1.00	0.97	0.95		0.97	1.00	1.00	0.97	0.95	
Frt	1.00	1.00	0.85	1.00	1.00		1.00	1.00	0.85	1.00	0.96	
Flt Protected	0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)	1787	3539	1568	3400	3463		3433	1881	1583	3467	3429	
Flt Permitted	0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00	0.95	1.00	
Satd. Flow (perm)	1787	3539	1568	3400	3463		3433	1881	1583	3467	3429	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	76	968	1011	283	1509	28	436	92	168	152	167	62
RTOR Reduction (vph)	0	0	243	0	1	0	0	0	137	0	36	0
Lane Group Flow (vph)	76	968	768	283	1536	0	436	92	31	152	193	0
Heavy Vehicles (%)	1%	2%	3%	3%	4%	2%	2%	1%	2%	1%	1%	1%
Turn Type	Prot	NA	Perm	Prot	NA		Prot	NA	Perm	Prot	NA	
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases			2						8			
Actuated Green, G (s)	6.1	52.4	52.4	10.1	56.4		15.0	17.3	17.3	9.0	11.3	
Effective Green, g (s)	6.1	52.4	52.4	10.1	56.4		15.0	17.3	17.3	9.0	11.3	
Actuated g/C Ratio	0.06	0.49	0.49	0.09	0.53		0.14	0.16	0.16	0.08	0.11	
Clearance Time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5	4.5	4.5	4.5	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0		3.0	3.0	3.0	3.0	3.0	
Lane Grp Cap (vph)	102	1736	769	321	1828		482	304	256	292	362	
v/s Ratio Prot	0.04	0.27		c0.08	c0.44		c0.13	0.05		0.04	c0.06	
v/s Ratio Perm			c0.49						0.02			
v/c Ratio	0.75	0.56	1.00	0.88	0.84		0.90	0.30	0.12	0.52	0.53	
Uniform Delay, d1	49.6	19.1	27.1	47.8	21.4		45.2	39.4	38.3	46.8	45.3	
Progression Factor	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	
Incremental Delay, d2	25.2	0.4	31.7	23.4	3.7		20.2	0.6	0.2	1.7	1.5	
Delay (s)	74.8	19.5	58.9	71.2	25.0		65.4	40.0	38.5	48.5	46.8	
Level of Service	E	B	E	E	C		E	D	D	D	D	
Approach Delay (s)		40.9			32.2			55.6			47.5	
Approach LOS		D			C			E			D	

Intersection Summary			
HCM 2000 Control Delay	40.3	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.90		
Actuated Cycle Length (s)	106.8	Sum of lost time (s)	18.0
Intersection Capacity Utilization	82.3%	ICU Level of Service	E
Analysis Period (min)	15		
c Critical Lane Group			

Intersection	
Int Delay, s/veh	4.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↰	↱		↰	↱	
Traffic Vol, veh/h	35	0	94	9	0	3	94	39	48	16	248	43
Future Vol, veh/h	35	0	94	9	0	3	94	39	48	16	248	43
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	90	-	-	90	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	38	0	102	10	0	3	102	42	52	17	270	47

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	602	626	294	651	623	68	317	0	0	94	0	0
Stage 1	328	328	-	272	272	-	-	-	-	-	-	-
Stage 2	274	298	-	379	351	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	412	401	745	382	402	995	1243	-	-	1500	-	-
Stage 1	685	647	-	734	685	-	-	-	-	-	-	-
Stage 2	732	667	-	643	632	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	382	364	745	306	365	995	1243	-	-	1500	-	-
Mov Cap-2 Maneuver	382	364	-	306	365	-	-	-	-	-	-	-
Stage 1	629	640	-	674	629	-	-	-	-	-	-	-
Stage 2	670	612	-	549	625	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	13	15.1	4.2	0.4
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1243	-	-	592	370	1500	-	-
HCM Lane V/C Ratio	0.082	-	-	0.237	0.035	0.012	-	-
HCM Control Delay (s)	8.2	-	-	13	15.1	7.4	-	-
HCM Lane LOS	A	-	-	B	C	A	-	-
HCM 95th %tile Q(veh)	0.3	-	-	0.9	0.1	0	-	-

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↰	↑		↰	↑	
Traffic Vol, veh/h	1	0	4	19	0	6	2	68	7	2	284	0
Future Vol, veh/h	1	0	4	19	0	6	2	68	7	2	284	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	90	-	-	105	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	1	1	1	1	1	1	1	1	1	1	1	1
Mvmt Flow	1	0	4	21	0	7	2	74	8	2	309	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	399	399	309	397	395	78	309	0	0	82	0	0
Stage 1	313	313	-	82	82	-	-	-	-	-	-	-
Stage 2	86	86	-	315	313	-	-	-	-	-	-	-
Critical Hdwy	7.11	6.51	6.21	7.11	6.51	6.21	4.11	-	-	4.11	-	-
Critical Hdwy Stg 1	6.11	5.51	-	6.11	5.51	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.11	5.51	-	6.11	5.51	-	-	-	-	-	-	-
Follow-up Hdwy	3.509	4.009	3.309	3.509	4.009	3.309	2.209	-	-	2.209	-	-
Pot Cap-1 Maneuver	563	541	733	565	543	985	1257	-	-	1522	-	-
Stage 1	700	659	-	929	829	-	-	-	-	-	-	-
Stage 2	924	826	-	698	659	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	558	539	733	560	541	985	1257	-	-	1522	-	-
Mov Cap-2 Maneuver	558	539	-	560	541	-	-	-	-	-	-	-
Stage 1	699	658	-	927	827	-	-	-	-	-	-	-
Stage 2	916	824	-	693	658	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	10.3	11	0.2	0.1
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1257	-	-	690	625	1522	-	-
HCM Lane V/C Ratio	0.002	-	-	0.008	0.043	0.001	-	-
HCM Control Delay (s)	7.9	-	-	10.3	11	7.4	-	-
HCM Lane LOS	A	-	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0.1	0	-	-

Intersection	
Int Delay, s/veh	0

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑↑	↑↑	↱		↱
Traffic Vol, veh/h	0	1891	1818	28	0	2
Future Vol, veh/h	0	1891	1818	28	0	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	0	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	2055	1976	30	0	2

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	988
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	-	0	246
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	246
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	19.8
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	246
HCM Lane V/C Ratio	-	-	-	0.009
HCM Control Delay (s)	-	-	-	19.8
HCM Lane LOS	-	-	-	C
HCM 95th %tile Q(veh)	-	-	-	0

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑			↑↑	↱						↱
Traffic Vol, veh/h	0	1891	0	0	1813	7	0	0	0	0	0	10
Future Vol, veh/h	0	1891	0	0	1813	7	0	0	0	0	0	10
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	0	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	-	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	2055	0	0	1971	8	0	0	0	0	0	11

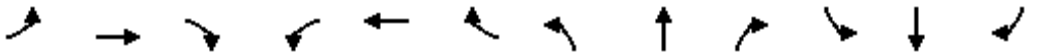
Major/Minor	Major1			Major2					Minor2		
Conflicting Flow All	-	0	-	-	-	0			-	-	986
Stage 1	-	-	-	-	-	-			-	-	-
Stage 2	-	-	-	-	-	-			-	-	-
Critical Hdwy	-	-	-	-	-	-			-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-			-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-			-	-	-
Follow-up Hdwy	-	-	-	-	-	-			-	-	3.32
Pot Cap-1 Maneuver	0	-	0	0	-	-			0	0	247
Stage 1	0	-	0	0	-	-			0	0	-
Stage 2	0	-	0	0	-	-			0	0	-
Platoon blocked, %		-			-	-					
Mov Cap-1 Maneuver	-	-	-	-	-	-			-	0	247
Mov Cap-2 Maneuver	-	-	-	-	-	-			-	0	-
Stage 1	-	-	-	-	-	-			-	0	-
Stage 2	-	-	-	-	-	-			-	0	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	20.2
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	247
HCM Lane V/C Ratio	-	-	-	0.044
HCM Control Delay (s)	-	-	-	20.2
HCM Lane LOS	-	-	-	C
HCM 95th %tile Q(veh)	-	-	-	0.1

HCM Signalized Intersection Capacity Analysis
1: 2nd Ave/Del Monte Blvd & Imjin Pkwy

Cumulative Plus Project PM
Option 2 - Commercial Access Plus Imjin Driveway



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	84	1055	918	268	1070	24	847	187	322	45	168	64
Future Volume (vph)	84	1055	918	268	1070	24	847	187	322	45	168	64
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5	4.5	4.5	4.5	
Lane Util. Factor	1.00	0.95	1.00	0.97	0.95		0.97	1.00	1.00	0.97	0.95	
Frt	1.00	1.00	0.85	1.00	1.00		1.00	1.00	0.85	1.00	0.96	
Flt Protected	0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)	1787	3574	1599	3467	3563		3467	1881	1599	3467	3426	
Flt Permitted	0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00	0.95	1.00	
Satd. Flow (perm)	1787	3574	1599	3467	3563		3467	1881	1599	3467	3426	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	91	1147	998	291	1163	26	921	203	350	49	183	70
RTOR Reduction (vph)	0	0	393	0	1	0	0	0	123	0	33	0
Lane Group Flow (vph)	91	1147	605	291	1188	0	921	203	227	49	220	0
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Turn Type	Prot	NA	Perm	Prot	NA		Prot	NA	Perm	Prot	NA	
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases			2						8			
Actuated Green, G (s)	8.5	45.8	45.8	11.1	48.4		32.8	42.7	42.7	4.0	13.9	
Effective Green, g (s)	8.5	45.8	45.8	11.1	48.4		32.8	42.7	42.7	4.0	13.9	
Actuated g/C Ratio	0.07	0.38	0.38	0.09	0.40		0.27	0.35	0.35	0.03	0.11	
Clearance Time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5	4.5	4.5	4.5	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0		3.0	3.0	3.0	3.0	3.0	
Lane Grp Cap (vph)	124	1346	602	316	1418		935	660	561	114	391	
v/s Ratio Prot	0.05	0.32		c0.08	c0.33		c0.27	0.11		0.01	c0.06	
v/s Ratio Perm			c0.38						0.14			
v/c Ratio	0.73	0.85	1.01	0.92	0.84		0.99	0.31	0.40	0.43	0.56	
Uniform Delay, d1	55.4	34.8	37.9	54.8	33.1		44.2	28.7	29.8	57.7	51.0	
Progression Factor	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	
Incremental Delay, d2	20.0	5.4	38.0	30.9	4.5		25.6	0.3	0.5	2.6	1.9	
Delay (s)	75.4	40.2	75.9	85.7	37.5		69.7	29.0	30.3	60.3	52.8	
Level of Service	E	D	E	F	D		E	C	C	E	D	
Approach Delay (s)		57.6			47.0			54.8			54.0	
Approach LOS		E			D			D			D	

Intersection Summary			
HCM 2000 Control Delay	53.8	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.93		
Actuated Cycle Length (s)	121.6	Sum of lost time (s)	18.0
Intersection Capacity Utilization	82.7%	ICU Level of Service	E
Analysis Period (min)	15		
c Critical Lane Group			

Intersection	
Int Delay, s/veh	5.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↰	↑		↰	↑	
Traffic Vol, veh/h	49	0	121	39	0	13	98	185	12	4	117	48
Future Vol, veh/h	49	0	121	39	0	13	98	185	12	4	117	48
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	90	-	-	90	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	53	0	132	42	0	14	107	201	13	4	127	52

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	590	589	153	649	609	208	179	0	0	214	0	0
Stage 1	161	161	-	422	422	-	-	-	-	-	-	-
Stage 2	429	428	-	227	187	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	419	421	893	383	410	832	1397	-	-	1356	-	-
Stage 1	841	765	-	609	588	-	-	-	-	-	-	-
Stage 2	604	585	-	776	745	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	387	387	893	307	377	832	1397	-	-	1356	-	-
Mov Cap-2 Maneuver	387	387	-	307	377	-	-	-	-	-	-	-
Stage 1	776	763	-	562	543	-	-	-	-	-	-	-
Stage 2	548	540	-	660	743	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	12.7	16.7	2.6	0.2
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1397	-	-	649	365	1356	-	-
HCM Lane V/C Ratio	0.076	-	-	0.285	0.155	0.003	-	-
HCM Control Delay (s)	7.8	-	-	12.7	16.7	7.7	-	-
HCM Lane LOS	A	-	-	B	C	A	-	-
HCM 95th %tile Q(veh)	0.2	-	-	1.2	0.5	0	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↰	↱		↰	↱	
Traffic Vol, veh/h	1	0	2	13	0	4	5	221	21	7	154	1
Future Vol, veh/h	1	0	2	13	0	4	5	221	21	7	154	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	90	-	-	105	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	1	1	1	1	1	1	1	1	1	1	1	1
Mvmt Flow	1	0	2	14	0	4	5	240	23	8	167	1

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	448	457	168	447	446	252	168	0	0	263	0	0
Stage 1	184	184	-	262	262	-	-	-	-	-	-	-
Stage 2	264	273	-	185	184	-	-	-	-	-	-	-
Critical Hdwy	7.11	6.51	6.21	7.11	6.51	6.21	4.11	-	-	4.11	-	-
Critical Hdwy Stg 1	6.11	5.51	-	6.11	5.51	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.11	5.51	-	6.11	5.51	-	-	-	-	-	-	-
Follow-up Hdwy	3.509	4.009	3.309	3.509	4.009	3.309	2.209	-	-	2.209	-	-
Pot Cap-1 Maneuver	523	501	879	523	509	789	1416	-	-	1307	-	-
Stage 1	820	749	-	745	693	-	-	-	-	-	-	-
Stage 2	743	686	-	819	749	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	516	496	879	518	504	789	1416	-	-	1307	-	-
Mov Cap-2 Maneuver	516	496	-	518	504	-	-	-	-	-	-	-
Stage 1	817	745	-	742	690	-	-	-	-	-	-	-
Stage 2	736	683	-	812	745	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	10.1	11.6	0.2	0.3
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1416	-	-	712	564	1307	-	-
HCM Lane V/C Ratio	0.004	-	-	0.005	0.033	0.006	-	-
HCM Control Delay (s)	7.6	-	-	10.1	11.6	7.8	-	-
HCM Lane LOS	A	-	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0.1	0	-	-

Intersection	
Int Delay, s/veh	0

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑↑	↑↑	↱		↱
Traffic Vol, veh/h	0	2057	1950	37	0	5
Future Vol, veh/h	0	2057	1950	37	0	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	0	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	2236	2120	40	0	5

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	1060
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	-	0	220
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	220
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	21.8
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	220
HCM Lane V/C Ratio	-	-	-	0.025
HCM Control Delay (s)	-	-	-	21.8
HCM Lane LOS	-	-	-	C
HCM 95th %tile Q(veh)	-	-	-	0.1

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑			↑↑	↱						↱
Traffic Vol, veh/h	0	2057	0	0	1946	9	0	0	0	0	0	20
Future Vol, veh/h	0	2057	0	0	1946	9	0	0	0	0	0	20
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	0	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	-	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	2236	0	0	2115	10	0	0	0	0	0	22

Major/Minor	Major1			Major2						Minor2		
Conflicting Flow All	-	0	-	-	-	0				-	-	1058
Stage 1	-	-	-	-	-	-				-	-	-
Stage 2	-	-	-	-	-	-				-	-	-
Critical Hdwy	-	-	-	-	-	-				-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-				-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-				-	-	-
Follow-up Hdwy	-	-	-	-	-	-				-	-	3.32
Pot Cap-1 Maneuver	0	-	0	0	-	-				0	0	221
Stage 1	0	-	0	0	-	-				0	0	-
Stage 2	0	-	0	0	-	-				0	0	-
Platoon blocked, %		-			-	-						
Mov Cap-1 Maneuver	-	-	-	-	-	-				-	0	221
Mov Cap-2 Maneuver	-	-	-	-	-	-				-	0	-
Stage 1	-	-	-	-	-	-				-	0	-
Stage 2	-	-	-	-	-	-				-	0	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	23.1
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	221
HCM Lane V/C Ratio	-	-	-	0.098
HCM Control Delay (s)	-	-	-	23.1
HCM Lane LOS	-	-	-	C
HCM 95th %tile Q(veh)	-	-	-	0.3

Appendix B

Vehicle Queue

Calculations

Vehicle Queue Estimates - Turning Movements

Intersection: 1. 2nd Avenue - Del Monte Boulevard / Imjin Parkway
Movement: SB L
Analysis Period: AM - Baseline

Baseline Conditions

Cycle Length (sec)	110
Lanes	1
Volume (vph)	140
Volume (vphpl)	140
Average Queue (veh/ln)	4.28
Percentile	0.95
95% Queue (veh/ln)	8

Cumulative Probability	Queued Vehicles
0.014	0
0.073	1
0.200	2
0.381	3
0.574	4
0.740	5
0.858	6
0.930	7
0.969	8
0.987	9
0.995	10
0.998	11
0.999	12
1.000	13
1.000	14
1.000	15
1.000	16
1.000	17
1.000	18
1.000	19
1.000	20
1.000	21
1.000	22
1.000	23
1.000	24
1.000	25
1.000	26
1.000	27
1.000	28
1.000	29
1.000	30
1.000	31
1.000	32
1.000	33
1.000	34
1.000	35

Vehicle Queue Estimates - Turning Movements

Intersection: 1. 2nd Avenue - Del Monte Boulevard / Imjin Parkway
Movement: SB R
Analysis Period: AM - Baseline

Baseline Conditions

Cycle Length (sec)	110
Lanes	1
Volume (vph)	69
Volume (vphpl)	69
Average Queue (veh/ln)	2.11
Percentile	0.95
95% Queue (veh/ln)	5

Cumulative Probability	Queued Vehicles
0.121	0
0.377	1
0.647	2
0.837	3
0.937	4
0.979	5
0.994	6
0.998	7
1.000	8
1.000	9
1.000	10
1.000	11
1.000	12
1.000	13
1.000	14
1.000	15
1.000	16
1.000	17
1.000	18
1.000	19
1.000	20
1.000	21
1.000	22
1.000	23
1.000	24
1.000	25
1.000	26
1.000	27
1.000	28
1.000	29
1.000	30
1.000	31
1.000	32
1.000	33
1.000	34
1.000	35

Vehicle Queue Estimates - Turning Movements

Intersection: 1. 2nd Avenue - Del Monte Boulevard / Imjin Parkway
Movement: SB L
Analysis Period: PM - Baseline

Baseline Conditions

Cycle Length (sec)	124
Lanes	1
Volume (vph)	45
Volume (vphpl)	45
Average Queue (veh/ln)	1.55
Percentile	0.95
95% Queue (veh/ln)	4

Cumulative Probability	Queued Vehicles
0.212	0
0.541	1
0.796	2
0.928	3
0.979	4
0.995	5
0.999	6
1.000	7
1.000	8
1.000	9
1.000	10
1.000	11
1.000	12
1.000	13
1.000	14
1.000	15
1.000	16
1.000	17
1.000	18
1.000	19
1.000	20
1.000	21
1.000	22
1.000	23
1.000	24
1.000	25
1.000	26
1.000	27
1.000	28
1.000	29
1.000	30
1.000	31
1.000	32
1.000	33
1.000	34
1.000	35

Vehicle Queue Estimates - Turning Movements

Intersection: 1. 2nd Avenue - Del Monte Boulevard / Imjin Parkway
Movement: SB R
Analysis Period: PM - Baseline

Baseline Conditions

Cycle Length (sec)	124
Lanes	1
Volume (vph)	89
Volume (vphpl)	89
Average Queue (veh/ln)	3.07
Percentile	0.95
95% Queue (veh/ln)	6

Cumulative Probability	Queued Vehicles
0.046	0
0.189	1
0.408	2
0.632	3
0.803	4
0.909	5
0.963	6
0.987	7
0.996	8
0.999	9
1.000	10
1.000	11
1.000	12
1.000	13
1.000	14
1.000	15
1.000	16
1.000	17
1.000	18
1.000	19
1.000	20
1.000	21
1.000	22
1.000	23
1.000	24
1.000	25
1.000	26
1.000	27
1.000	28
1.000	29
1.000	30
1.000	31
1.000	32
1.000	33
1.000	34
1.000	35

Vehicle Queue Estimates - Turning Movements

Intersection: 1. 2nd Avenue - Del Monte Boulevard / Imjin Parkway
Movement: SB L
Analysis Period: AM - Option 1

Option 1 Conditions

Cycle Length (sec)	106.8
Lanes	2
Volume (vph)	140
Volume (vphpl)	70
Average Queue (veh/ln)	2.08
Percentile	0.95
95% Queue (veh/ln)	5

Cumulative Probability	Queued Vehicles
0.125	0
0.385	1
0.655	2
0.842	3
0.940	4
0.980	5
0.994	6
0.999	7
1.000	8
1.000	9
1.000	10
1.000	11
1.000	12
1.000	13
1.000	14
1.000	15
1.000	16
1.000	17
1.000	18
1.000	19
1.000	20
1.000	21
1.000	22
1.000	23
1.000	24
1.000	25
1.000	26
1.000	27
1.000	28
1.000	29
1.000	30
1.000	31
1.000	32
1.000	33
1.000	34
1.000	35

Vehicle Queue Estimates - Turning Movements

Intersection: 1. 2nd Avenue - Del Monte Boulevard / Imjin Parkway
Movement: SB L
Analysis Period: PM - Option 1

Option 1 Conditions

Cycle Length (sec)	121.7
Lanes	2
Volume (vph)	45
Volume (vphpl)	22.5
Average Queue (veh/ln)	0.76
Percentile	0.95
95% Queue (veh/ln)	2

Cumulative Probability	Queued Vehicles
0.468	0
0.823	1
0.958	2
0.992	3
0.999	4
1.000	5
1.000	6
1.000	7
1.000	8
1.000	9
1.000	10
1.000	11
1.000	12
1.000	13
1.000	14
1.000	15
1.000	16
1.000	17
1.000	18
1.000	19
1.000	20
1.000	21
1.000	22
1.000	23
1.000	24
1.000	25
1.000	26
1.000	27
1.000	28
1.000	29
1.000	30
1.000	31
1.000	32
1.000	33
1.000	34
1.000	35

Vehicle Queue Estimates - Turning Movements

Intersection: 1. 2nd Avenue - Del Monte Boulevard / Imjin Parkway
Movement: SB L
Analysis Period: AM - Option 2

Option 2 Conditions

Cycle Length (sec)	106.8
Lanes	2
Volume (vph)	140
Volume (vphpl)	70
Average Queue (veh/ln)	2.08
Percentile	0.95
95% Queue (veh/ln)	5

Cumulative Probability	Queued Vehicles
0.125	0
0.385	1
0.655	2
0.842	3
0.940	4
0.980	5
0.994	6
0.999	7
1.000	8
1.000	9
1.000	10
1.000	11
1.000	12
1.000	13
1.000	14
1.000	15
1.000	16
1.000	17
1.000	18
1.000	19
1.000	20
1.000	21
1.000	22
1.000	23
1.000	24
1.000	25
1.000	26
1.000	27
1.000	28
1.000	29
1.000	30
1.000	31
1.000	32
1.000	33
1.000	34
1.000	35

Vehicle Queue Estimates - Turning Movements

Intersection: 1. 2nd Avenue - Del Monte Boulevard / Imjin Parkway
Movement: SB L
Analysis Period: PM - Option 2

Option 2 Conditions

Cycle Length (sec)	121.6
Lanes	2
Volume (vph)	45
Volume (vphpl)	22.5
Average Queue (veh/ln)	0.76
Percentile	0.95
95% Queue (veh/ln)	2

Cumulative Probability	Queued Vehicles
0.468	0
0.823	1
0.958	2
0.992	3
0.999	4
1.000	5
1.000	6
1.000	7
1.000	8
1.000	9
1.000	10
1.000	11
1.000	12
1.000	13
1.000	14
1.000	15
1.000	16
1.000	17
1.000	18
1.000	19
1.000	20
1.000	21
1.000	22
1.000	23
1.000	24
1.000	25
1.000	26
1.000	27
1.000	28
1.000	29
1.000	30
1.000	31
1.000	32
1.000	33
1.000	34
1.000	35

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	2. Del Monte Boulevard / Private Driveway
Analysis Scenario:	Baseline
Time Period:	AM Peak Hour
Movement/Lane:	Southbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	16	vehicles/hour
Lane Capacity:	1,332	vehicles/hour
Available Storage:	90	feet

Calculation:

Queue Length:	0.03647214	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	3. Del Monte Boulevard / East-West Road
Analysis Scenario:	Baseline
Time Period:	AM Peak Hour
Movement/Lane:	Northbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	131	vehicles/hour
Lane Capacity:	1,257	vehicles/hour
Available Storage:	90	feet

Calculation:

Queue Length:	0.34880699	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	3. Del Monte Boulevard / East-West Road
Analysis Scenario:	Baseline
Time Period:	AM Peak Hour
Movement/Lane:	Southbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	2	vehicles/hour
Lane Capacity:	1,571	vehicles/hour
Available Storage:	105	feet

Calculation:

Queue Length:	0.00382407	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	2. Del Monte Boulevard / Private Driveway
Analysis Scenario:	Baseline
Time Period:	PM Peak Hour
Movement/Lane:	Southbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	4	vehicles/hour
Lane Capacity:	1,188	vehicles/hour
Available Storage:	90	feet

Calculation:

Queue Length:	0.01013496	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	3. Del Monte Boulevard / East-West Road
Analysis Scenario:	Baseline
Time Period:	PM Peak Hour
Movement/Lane:	Northbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	149	vehicles/hour
Lane Capacity:	1,416	vehicles/hour
Available Storage:	90	feet

Calculation:

Queue Length:	0.35260563	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	3. Del Monte Boulevard / East-West Road
Analysis Scenario:	Baseline
Time Period:	PM Peak Hour
Movement/Lane:	Southbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	7	vehicles/hour
Lane Capacity:	1,367	vehicles/hour
Available Storage:	105	feet

Calculation:

Queue Length:	0.01544083	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	2. Del Monte Blvd / Commercial Access - Private Dwy
Analysis Scenario:	Option 1
Time Period:	AM Peak Hour
Movement/Lane:	Northbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	129	vehicles/hour
Lane Capacity:	1,243	vehicles/hour
Available Storage:	90	feet

Calculation:

Queue Length:	0.34718037	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	2. Del Monte Blvd / Commercial Access - Private Dwy
Analysis Scenario:	Option 1
Time Period:	AM Peak Hour
Movement/Lane:	Southbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	16	vehicles/hour
Lane Capacity:	1,500	vehicles/hour
Available Storage:	90	feet

Calculation:

Queue Length:	0.0323436	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	3. Del Monte Boulevard / East-West Road
Analysis Scenario:	Option 1
Time Period:	AM Peak Hour
Movement/Lane:	Northbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	2	vehicles/hour
Lane Capacity:	1,257	vehicles/hour
Available Storage:	90	feet

Calculation:

Queue Length:	0.00478084	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	3. Del Monte Boulevard / East-West Road
Analysis Scenario:	Option 1
Time Period:	AM Peak Hour
Movement/Lane:	Southbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	2	vehicles/hour
Lane Capacity:	1,522	vehicles/hour
Available Storage:	105	feet

Calculation:

Queue Length:	0.00394735	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	2. Del Monte Blvd / Commercial Access - Private Dwy
Analysis Scenario:	Option 1
Time Period:	PM Peak Hour
Movement/Lane:	Northbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	144	vehicles/hour
Lane Capacity:	1,397	vehicles/hour
Available Storage:	90	feet

Calculation:

Queue Length:	0.34458302	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	2. Del Monte Blvd / Commercial Access - Private Dwy
Analysis Scenario:	Option 1
Time Period:	PM Peak Hour
Movement/Lane:	Southbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	4	vehicles/hour
Lane Capacity:	1,356	vehicles/hour
Available Storage:	90	feet

Calculation:

Queue Length:	0.00887562	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	3. Del Monte Boulevard / East-West Road
Analysis Scenario:	Option 1
Time Period:	PM Peak Hour
Movement/Lane:	Northbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	5	vehicles/hour
Lane Capacity:	1,416	vehicles/hour
Available Storage:	90	feet

Calculation:

Queue Length:	0.0106306	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	3. Del Monte Boulevard / East-West Road
Analysis Scenario:	Option 1
Time Period:	PM Peak Hour
Movement/Lane:	Southbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	7	vehicles/hour
Lane Capacity:	1,307	vehicles/hour
Available Storage:	105	feet

Calculation:

Queue Length:	0.01615344	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	2. Del Monte Blvd / Commercial Access - Private Dwy
Analysis Scenario:	Option 2
Time Period:	AM Peak Hour
Movement/Lane:	Northbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	94	vehicles/hour
Lane Capacity:	1,243	vehicles/hour
Available Storage:	90	feet

Calculation:

Queue Length:	0.24532605	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	2. Del Monte Blvd / Commercial Access - Private Dwy
Analysis Scenario:	Option 2
Time Period:	AM Peak Hour
Movement/Lane:	Southbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	16	vehicles/hour
Lane Capacity:	1,500	vehicles/hour
Available Storage:	90	feet

Calculation:

Queue Length:	0.0323436	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	3. Del Monte Boulevard / East-West Road
Analysis Scenario:	Option 2
Time Period:	AM Peak Hour
Movement/Lane:	Northbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	2	vehicles/hour
Lane Capacity:	1,257	vehicles/hour
Available Storage:	90	feet

Calculation:

Queue Length:	0.00478084	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	3. Del Monte Boulevard / East-West Road
Analysis Scenario:	Option 2
Time Period:	AM Peak Hour
Movement/Lane:	Southbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	2	vehicles/hour
Lane Capacity:	1,522	vehicles/hour
Available Storage:	105	feet

Calculation:

Queue Length:	0.00394735	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	2. Del Monte Blvd / Commercial Access - Private Dwy
Analysis Scenario:	Option 2
Time Period:	PM Peak Hour
Movement/Lane:	Northbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	98	vehicles/hour
Lane Capacity:	1,397	vehicles/hour
Available Storage:	90	feet

Calculation:

Queue Length:	0.22624913	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	2. Del Monte Blvd / Commercial Access - Private Dwy
Analysis Scenario:	Option 2
Time Period:	PM Peak Hour
Movement/Lane:	Southbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	4	vehicles/hour
Lane Capacity:	1,356	vehicles/hour
Available Storage:	90	feet

Calculation:

Queue Length:	0.00887562	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	3. Del Monte Boulevard / East-West Road
Analysis Scenario:	Option 2
Time Period:	PM Peak Hour
Movement/Lane:	Northbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	5	vehicles/hour
Lane Capacity:	1,416	vehicles/hour
Available Storage:	90	feet

Calculation:

Queue Length:	0.0106306	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

Queue Length Estimation

All-Way, Two-Way and One-Way Stop Controlled Intersection
Stop Controlled Approaches

Intersection:	3. Del Monte Boulevard / East-West Road
Analysis Scenario:	Option 2
Time Period:	PM Peak Hour
Movement/Lane:	Southbound Del Monte Blvd Left Turn

Data:

Analysis Period Length:	1	hours
Lane Traffic Demand:	7	vehicles/hour
Lane Capacity:	1,307	vehicles/hour
Available Storage:	105	feet

Calculation:

Queue Length:	0.01615344	vehicles
(95th percentile)	25	feet

Storage Adequate? **Yes**

Notes:

1. Calculation methodology cited from *2000 Highway Capacity Manual,* Transportation Research Board, 2020 and *Queue Length Models for All-Way Stop-Controlled Intersections,* Zong Tian and Michael Kyte, *Journal of the Transportation Research Board No. 1988,* Transportation Research Board, 2006.
2. Queue length in feet is estimated assuming 25 feet per vehicle and is rounded up to the nearest multiple of 25.

APPENDIX C
DEL MONTE BOULEVARD EXTENSION
SEGMENT LEVELS OF SERVICE

	Cumulative Plus Project					
Del Monte Blvd Extension Segment	**AM Peak**	**2-Lane LOS**	**PM Peak**	**2-Lane LOS**	**ADT**	**2-Lane LOS**
North of East-West Street	361	A	388	A	3,900	A
Commercial Access-Imjin Bus. Park to East-West Street	384	A	416	A	4,200	A
Imjin Parkway to Commercial Access-Imjin Bus. Park	579	A	643	A	6,500	A

Notes:
1. Source of Volumes: "Imjin Parkway & 2nd Avenue Queue Evaluation," Kimley-Horn and Associates, May 19, 2020
2. Levels of service are based on segment planning thresholds for a two-lane arterial (with left turn lanes) included in **Appendix D**.

APPENDIX D
LEVEL OF SERVICE THRESHOLD VOLUMES FOR VARIOUS ROADWAY TYPES
TOTAL DAILY VOLUMES IN BOTH DIRECTIONS (ADT)

ROADWAY TYPE	CODE	LOS A	LOS B	LOS C	LOS D	LOS E
10-Lane Freeway	10F	71,000	110,000	154,000	178,000	202,000
8-Lane Freeway	8F	56,000	88,000	124,000	151,000	162,000
6-Lane Freeway	6F	43,900	66,400	95,600	114,800	123,800
8-Lane Expressway	8E	35,000	54,000	75,000	90,000	98,000
6-Lane Expressway	6E	28,000	42,000	56,000	67,000	74,000
4-Lane Freeway	4F	29,300	45,000	64,100	77,600	83,300
8-Lane Divided Arterial (w/ left-turn lane)	9	40,000	47,000	54,000	61,000	68,000
6-Lane Divided Arterial (w/ left-turn lane)	7	32,000	38,000	43,000	49,000	54,000
4-Lane Expressway	4E	18,000	27,000	36,000	45,000	50,000
4-Lane Divided Arterial (w/ left-turn lane)	5	22,000	25,000	29,000	32,500	36,000
4-Lane Undivided Arterial (no left-turn lane)	4	16,000	19,000	22,000	24,000	27,000
2-Lane Rural Highway	2R	4,000	8,000	12,000	17,000	25,000
2-Lane Arterial (w/ left-turn lane)	3	11,000	12,500	14,500	16,000	18,000
2-Lane Collector	2	6,000	7,500	9,000	10,500	12,000
2-Lane Local	1	1,200	1,400	1,600	1,800	2,000
1-Lane Freeway Diamond Ramp	1D	11,000	12,800	14,700	16,500	18,300
2-Lane Freeway Diamond Ramp	2D	22,000	25,600	29,400	33,000	36,600
1-Lane Freeway Loop Ramp	1L	9,000	10,500	12,000	13,500	15,000
2-Lane Freeway Loop Ramp	2L	16,000	18,700	21,300	24,000	26,700

Notes:

1. The above threshold volumes for preliminary planning purposes only. If available, the results of detailed level of service analyses will typically have priority over the levels of service derived from this table. In that case this table can be used by the analyst for providing additional considerations for recommending the appropriate general roadway type for the specific condition being analyzed.
2. All above facilities assume a 60%/40% peak hour directional split. All above facilities assume peak hour representing approximately 10% of the Average Daily Traffic (ADT), except for mainline freeway facilities, which assume peak hour representing 8% of the Average Daily Traffic (ADT).
3. Based on *Highway Capacity Manual*, Transportation Research Board, 2010.
4. Freeway thresholds are consistent with conditions utilizing a .95 peak hour factor, with 2% trucks and slightly over a one-mile average interchange spacing.
5. Expressways are consistent with the average of a multi-lane highway (with no signals) and Class 1 arterial (with an average signal spacing of 0.8 signals per mile and a .45 G/C ratio).
6. Arterial thresholds are consistent with the average of Class 1 and Class 2 arterials with an assumed signal density of two signals per mile. This assumes a divided arterial with left-turn lanes. Thresholds for four-lane undivided arterials assume approximately three-fourths the capacity of a four-lane divided arterial due to the impedance in traffic flow resulting from left-turning vehicles waiting in the inside through lane, thus significantly reducing the capacity of the roadway.
7. Rural highways are generally consistent with the *2010 Highway Capacity Manual* rural highway, assuming 8% trucks, 4% RV's, 20% no-passing, and level terrain. The greatest difference is that it assumes a maximum capacity (upper end of LOS E) of 25,000 rather than the 28,000 calculated using the new *Highway Capacity Manual*.
8. Two-lane collectors assume approximately three-fourths of the capacity of a two-lane arterial with left-turn lanes. This is based on the assumption that left-turn channelization is not provided on a two-lane collector.
9. Local street level of service thresholds are based upon "Neighborhood Traffic Related Quality-of-Life Considerations" which assumes a standard suburban neighborhood, 40-foot roadway width, and 25 mile per hour speed limit with normal speed violation rates.
10. Capacities for Diamond Ramps and Loop Ramps may be slightly higher or lower than the planning level capacities indicated above. The *2010 Highway Capacity Manual* (2010 HCM) states that the capacity of a one-lane diamond to be 2,200 vehicles per hour (vph), and 1,800 vph for a small radius loop ramp. Two-lane freeway ramp capacities are estimated in the 2010 HCM to be 4,400vph for a two-lane diamond, and 3,200vph 20 for a two-lane small radius loop. Varying intermediate capacities are provided for incremental conditions between these extremes. Capacities given for each service level assume the same level of service for the adjoining merging roadway as well as level of service being determined by volume-to-capacity and not attainable speed. Level of service will be controlled by freeway level of service if worse than ramp. Mitigations of level of service deficiencies may include the addition of a lane on the freeway ramp, the addition of an auxiliary lane on the freeway mainline, the addition of approach lanes at the ramp junction with the local intersecting street, and/or geometric modifications to improve the efficiency of the ramp itself or its termini. The appropriate mitigation should be determined on a case-by-case basis, considering freeway main line volumes and weaving, the extent that the freeway ramp volume exceeds the above planning thresholds, and the level of service of the ramp intersection with the local street.
11. All volumes are approximate and assume ideal roadway characteristics.

Kimley»Horn Attachment 4

TECHNICAL MEMORANDUM

To:	Edrie De Los Santos, P.E., City of Marina
From:	Frederik Venter, P.E. and Chris Gregerson, P.E., T.E., PTOE, PTP, Kimley-Horn and Associates, Inc.
Date:	June 3, 2021
Re:	**The Dunes – Del Monte Boulevard Extension Transportation Peer Review**

1. Introduction

This technical memorandum presents the findings and recommended improvements from the peer review of the Del Monte Boulevard Extension project as a part of The Dunes development in Marina, California.

2. Transportation Peer Review

2.1. Trip Generation & Trip Distribution

A review of the trip generation and trip distribution calculations and assumptions found in Section A and Section B were reviewed for accuracy and reasonableness. Of particular concern was the choice to continue to use the trip generation rates found in the 7th Edition of the Trip Generation Manual published by the Institute of Transportation Engineers (ITE) rather than the current 10th Edition. The following comments are provided based on the review conducted:

- The size of the convenience market that is included as part of the gas station should be stated
- A trip generation comparison should be provided that compares using the *Trip Generation Manual, 7th Edition* and the *Trip Generation Manual, 10th Edition* published by ITE to better justify using the 7th Edition rather than the 10th Edition.
    - If more trips are produced by the 10th Edition, those rates should be used, though it is likely that more trips will be produced by the 7th Edition.
- It should be explained why the 10th Edition was used for Hotel, but not for any other land use type.
- Trip generation used 12 fuel pumps. No site plan was provided. How was this estimate arrived at?
- Internal capture may be high considering there is no employment in the proposed Project's land use mix. With residential, hotel, and gas station as trips, it is likely that a 5% or lower internal capture mix would be appropriate. 5% is the highest internal capture reduction that Caltrans allows.
- It should be stated which edition of the Trip Generation Manual was used to estimate the trips generated by the office park. A comparison should also be shown for the number of trips generated between the 7th and 10th Editions of the Trip Generation Manual.
- It would be helpful to state that the volumes used for Cumulative conditions at the Imjin Parkway intersection with 2nd Avenue/Del Monte Boulevard Extension were also used to develop through trips at intersections 2 and 3.
- The distribution of project trips for Cumulative conditions north and south seems reasonable.
- It would be helpful to understand the choice in distribution of trips at the gas station driveways for Option 2.

2.2. Design Volumes, Intersection Operations, and Intersection Vehicle Queues

The Derivation of Design Volumes (Section B), Intersection Operations (Section C), and Intersection Vehicle Queues (Section D) were reviewed to determine the reasonableness of stated assumptions and findings. The main concern pertains to how the vehicle operations along Del Monte Boulevard were determined, but other concerns and clarifications are needed. The following comments are provided based on the review conducted:

- There is discussion of the differences in lane geometry and project access between the Baseline, Option 1, and Option 2 scenarios. One concern is with Option 2 and the two gas station driveways occurring along an added deceleration lane that is also being combined with the relocated bus turnout. The concern is that there could be conflicts with the bus and vehicles entering and exiting the driveways, especially the western driveway.
- It is reasonable to assume that all vehicles will turn left rather than make an illegal U-turn to access the gas station under Option 2.
- Only the worst movement needs to be reported at intersections that are side street stop controlled. It seems all movements or approaches are reported in the LOS results table.
- While not stated in the text, based on the Synchro reports it seems that HCM 2000 methodology was used to determine delay and Level of Service (LOS). As Synchro 10 was used, HCM 6th Edition methodology should be used to determine delay and LOS at all intersections.
- It is unclear from the text as to whether the land configuration modifications from Option 1 and 2 will improve conditions to LOS D for the PM peak-hour under Baseline conditions. It is possible only a text clarification is required.
- The text describes the queuing estimation method used as using the Highway Capacity Manual method for stop-controlled intersections and the Poisson approximation method for signal-controlled intersections. The edition used for the Highway Capacity Manual was not included and the reasoning used for using the Poisson method is that the Santa Clara Valley Transportation Authority (VTA) uses it for signalized intersections. Due to the close spacing of all study intersections, the best tool to use to estimate vehicle queues would be the Simtraffic software included in the Synchro software package. Simtraffic is a microsimulation tool that more accurately estimates queuing as it takes into account upstream and downstream intersections and queues from those intersections. The queuing analysis should be redone using Simtraffic to determine if there is adequate storage for all turn pockets, especially the left turn lanes along Del Monte Boulevard at the intersection with Imjin Pakrway and the Commercial driveway.
- It is unclear what the safety or operational implications are of reducing the taper lengths of the northbound Del Monte left turn lane at the Commercial Access and southbound Del Monte left turn lanes at Imjin Parkway. This discussion should be included in the text.

2.3. Section E

No on-site design was available at the time of review, and therefore, no on-site circulation and interaction with the driveways can be determined. Imjin Pkwy is a primary regional arterial connecting Salinas with the Monterey Peninsula. Driveways along primary arterials are discouraged. Only one driveway exists along Imjin Pkwy at the existing Ord Market at Abrams Drive. No recent developments have direct access

to Imjin Pkwy. Below is a summary of comments for the proposed gas station site with redline comments provided in the **Appendix**:

- The memo states that if a bus is stopped, the sight distance for vehicles wishing to exit the western driveway will be reduced to approximately 70-feet. Given this potential safety issue, it is unclear why a second driveway is needed, or that the driveways should share the bus pullout area, especially given the low volume of vehicles.
- It is recommended to remove the proposed driveway closest to the signal and keep the existing bus pullout. The western driveway should not be included as part of the bus pullout, should not include a deceleration lane, and should access Imjin Parkway at the existing curb line. Keeping the bus pullout and driveway separate is recommended to eliminate potential safety issues and conflicts between the bus and driveway vehicles sharing the same space.
- It is understood from communication with Whitson that bus pullout modifications have been discussed with MST. We would need written authorization from MST to concur with modifying the existing bus pullout, although it is not Kimley-Horn's recommendation to modify the bus pullout.
- It is recommended to move the proposed western driveway on Imjin Pkwy to existing curb line, not within bus pullout. This would limit bus/vehicle conflicts and remove the potential safety issue of reduced sight distance for vehicles exiting the western driveway.
- It is also recommended to allow for cross access/shared driveway to the future hotel site at the driveway along Imjin Parkway.
- It is recommended to provide a driveway on Future Road for the proposed gas station.
- No driveway is recommended along the Del Monte Boulevard Extension.
- Add "No U-turn" sign at the western end of the existing Imjin Pkwy median west of the Project site.
- No discussion is given for truck access and egress for the proposed gas station. Refueling trucks will need to access the gas station on a regular interval and their access and egress should be discussed to ensure they can safely enter and exit the gas station.

2.4. Section F

Provide SimTraffic queuing results in order to inform cross section review.

2.5. Section G

The conclusions in this section are subject to change based on the comments provided in previous sections. In particular, the conclusions related to queuing along the Del Monte Boulevard extension and the proposed driveways along Imjin Road. Any change in findings due to addressing the above comments should be incorporated into the conclusions section.

2.6. Exhibits

The exhibits were reviewed, and the following comments are offered:

- Exhibit 3 should be updated to include a comparison of trips generated using the 10th Edition of the Trip Generation Manual.
- Exhibit 4 should be updated to include a comparison of trips generated using the 10th Edition of the Trip Generation Manual.

3. Appendix

- Del Monte Blvd at Imjin Parkway – Intersection Layout – Phase 1A Opportunity Site Redlines

We understand from communication with Whitson that bus pullout modifications have been discussed with MST. Need written authorization from MST to modify the existing bus pullout

Remove proposed driveway and keep existing bus pullout. Keeping the bus pullout and driveway separate is recommended to eliminate conflicts between the bus and driveway vehicles sharing the same space.

Move driveway to existing curb line. Allow for cross access to future hotel site.

No on-site design was available at the time of review and no on-site circulation and interaction with the driveway can be determined.

Provide driveway

No driveway is recommended to Del Monte Blvd.

Imjin Pkwy is a primary regional arterial connecting Salinas with the Monterey Peninsula. Driveways along primary arterials are discouraged.

Only one driveway exists along Imjin Pkwy at the existing Ord Market at Abrams Drive. No recent developments have direct access to Imjin Pkwy.



FUTURE HOTEL SITE
PARCEL A
6.8± AC

FUTURE HOTEL SITE
PARCEL B
2.7± AC

FUTURE GAS SERVICE STATION
PARCEL C
1.4± AC

FUTURE SINGLE FAMILY LOTS

FUTURE SINGLE FAMILY LOTS

FUTURE SINGLE FAMILY LOTS

IMJIN OFFICE PARK

DEL MONTE BOULEVARD

IMJIN PARKWAY

FUTURE ROAD

POTENTIAL UNDERGROUND STORMWATER RETENTION AREA

BUS STOP

DRIVEWAY

50' FLARE

35'

20'

50'

10'

110'

100' STORAGE

115' TAPER

90' TAPER

90' STORAGE

R=534'

R=420'

R=30'

54' R.O.W.

34'

52' R.O.W.

24'

104' R.O.W.

63'

72'

109' R.O.W.

STOP

T:\Monterey Projects\3140\CAD\EXHIBITS\MEV\Phase 2\VB-PH2OP-DELMONTE- STRIPING.dwg dhunter Mar 10, 2021 - 12:03pm

DEL MONTE BLVD AT IMJIN PARKWAY - INTERSECTION LAYOUT - PHASE 1A OPPORTUNITY SITE

THE DUNES ON MONTEREY BAY

MARINA, CALIFORNIA

40 0 40 80
SCALE: 1" = 40'

03/10/2021
Project No.:3140.13

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

Sheet 1 of 1

EXHIBIT D

Kimley»Horn

Attachment 5

TECHNICAL MEMORANDUM

To:	Edrie De Los Santos, P.E., City of Marina
From:	Frederik Venter, P.E. Kimley-Horn and Associates, Inc.
Date:	November 18, 2021
Re:	**The Dunes – Del Monte Boulevard Extension Transportation Peer Review**

1. Introduction

This technical memorandum presents a response to Keith Higgins's, Traffic Engineer, memorandum titled *The Dunes – Del Monte Boulevard Extension – Response to Kimley Horn Peer Review Comments, June 3, 2021, Marina, California* and dated September 1, 2021. The peer review comments and responses are in relation to the Del Monte Boulevard Extension project as a part of The Dunes development in Marina, California.

2. Responses

Responses to Keith Higgins's response memorandum are summarized below:

1. Keith Higgins defers the following additional analyses requested to a later plan submittal, which is acceptable:
    a. Trip generation rates using the latest ITE *Trip Generation Manual* edition
    b. Internal capture adjustments
    c. HCM 6th Edition, or latest edition, methodology
    d. SimTraffic queuing analysis
    e. Truck access and circulation for gas station

2. "It also verifies that a driveway connection can be provided to Imjin Parkway for a future gas station with convenience market on the northwest corner of the Imjin Parkway / Del Monte Boulevard Extension intersection. The recommendations provided by Kimley Horn provide general guidance for this driveway. The precise design and location will be determined when a specific project is proposed for this site."

    a. Response: This paragraph from the Keith Higgins response to comments confirms the provision for one driveway to the gas station on Imjin Parkway. This driveway shall be located at the lot line furthest away from the intersection of Imjin Parkway and 2nd Avenue. The provision of one driveway at this location is acceptable.

TECHNICAL MEMORANDUM

To: Guido Persecone, Edrie De Los Santos, City of Marina
From: Frederik Venter P.E., Kimley-Horn and Associates, Inc.
Date: May 27, 2026
Re: **Dunes Gas Station Drive Through Peer Review**

1. Introduction

This memorandum presents a traffic peer review of the proposed Dunes on Monterey Bay Phase II North Project located on the northwest corner of the 2nd Avenue / Del Monte Boulevard and Imjin Parkway intersection in the City of Marina. The Project currently proposes to construct a drive-through facility on the west side of the lot in addition to the convenience store, the fuel pumps, the carwash, and the EV charging stations. The drive-through entry road would be off Breakwater Street and exit onto Imjin Parkway.

2. Peer Review

Kimley-Horn's general peer review comments on the proposed drive-through are indicated below:

Project Trip Generation and Distribution

1. Daily trip generation estimates using a smaller convenience store and the drive-through facility yields 4,273 daily trips.
2. The 2022 trip generation with only the convenience store yields 3,383 daily trips.
3. The Keith Higgins 2026 memo yields 3,036 trips.

Dunes Phase 1A - Hotel/Restaurant/Gas Station Opportunity Site: Trip Generation Comparison with Proposed Fast Food Drive-Through Restaurant

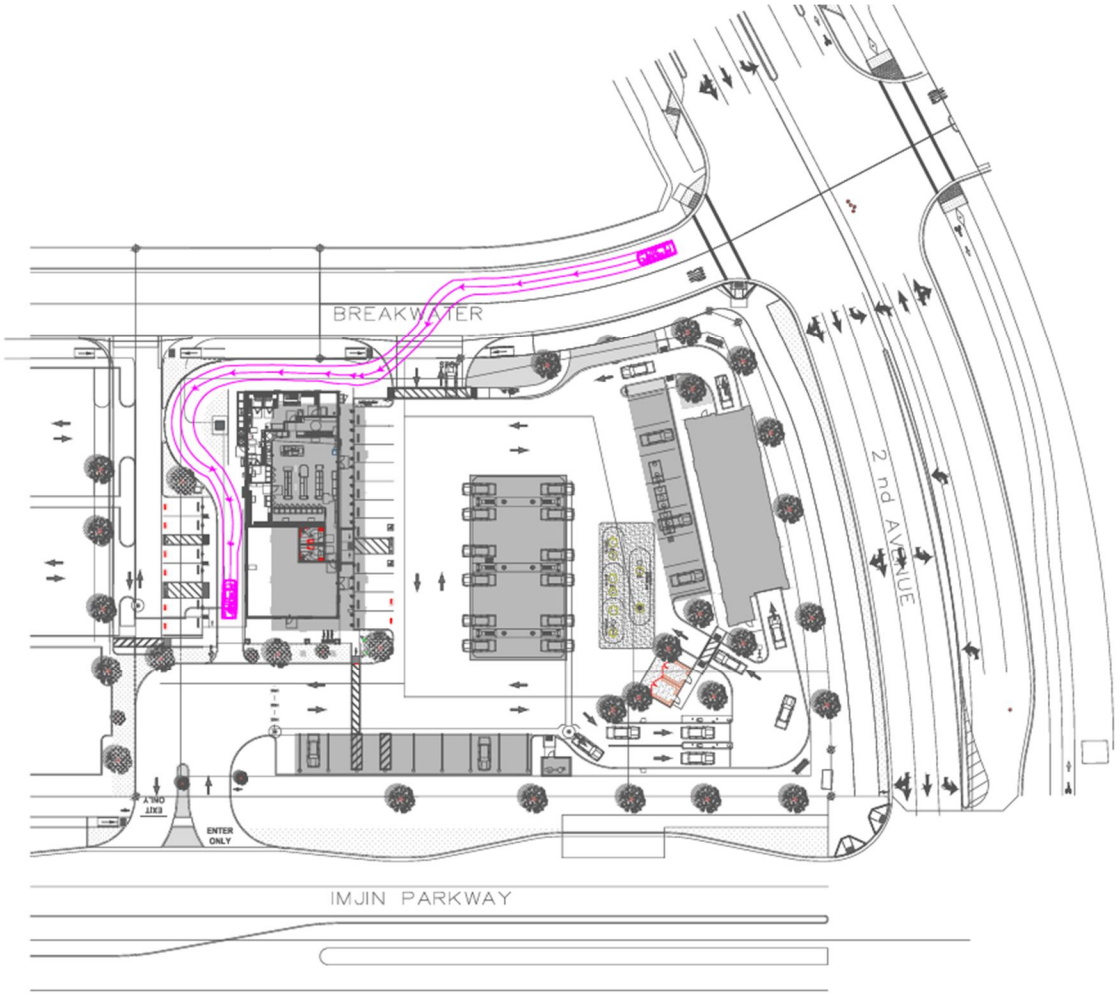
	Land Use	ITE Code	Quantity	Units	Weekday Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
						In	Out	Total	In	Out	Total
Trip Generation Estimates - Kimley-Horn	Convenience Store/Gas Station	945	16	FP	3,377	109	109	218	127	127	254
	Fast-Food Restaurant with DT	934	2	KSF	896	34	33	66	33	30	63
				Total	4,273	143	142	285	160	157	317
As per Wood Rogers Study dated 2022	Convenience Store/Gas Station	945	16	FP	3,383	129	128	257	148	147	295
Keith Higgins May 4, 2026 Memo	Convenience Store/Gas Station	945	3	KSF	2,101	-	-	-	-	-	-
	Fast-Food Restaurant with DT	934	2	KSF	935	-	-	-	-	-	-
				Total	3,036						

4. The addition of the fast food drive-through will yield higher gross trips compared to the approved project (convenience store plus gas station) and the trip generation prepared by Keith Higgins (using interpolated square feet trip generation rates).
5. Drive through traffic would enter from Breakwater Street side (north side) and exit at the Imjin Parkway driveway (south side).

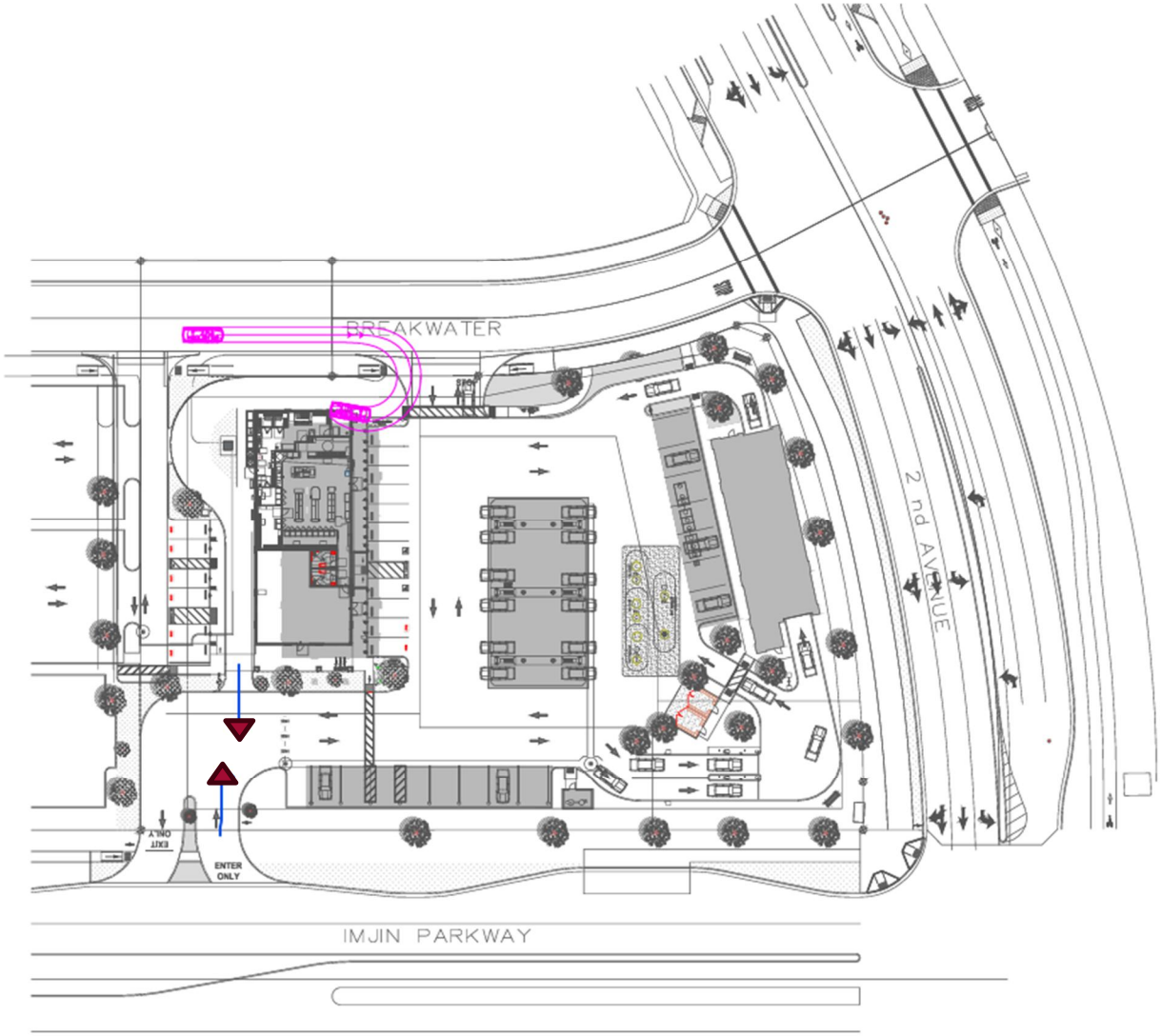
Site Circulation

1. The following turn templates show maneuvers made by vehicles entering the drive-through. The analysis indicates that a vehicle approaching from the west on Breakwater Street would not be able to enter the driveway in a single maneuver, but had to make a 3-point turn, blocking the driveway into the gas station, or circulate through the gas station to enter. Maneuvers from within the gas station and from the east on Breakwater Street can make the turns into the driveway.
2. Vehicles exiting the driveway would be facing the opposing vehicles entering the gas station from Imjin Parkway. To separate the paths of travel, it is recommended to install “Bot Dots” or a mountable curb as indicated below.
3. It should be noted that MST did not want a right turn pocket on Imjin Parkway, and a flare was provided to allow for faster right turns into the site.

Vehicles approaching from the east



Vehicles approaching from the west



Site Circulation and Parking

The available vehicle queuing storage for the drive-through is approximately 9 vehicles. The maximum queues typically observed at Fast Food Restaurants with Drive-Through window are as follows:

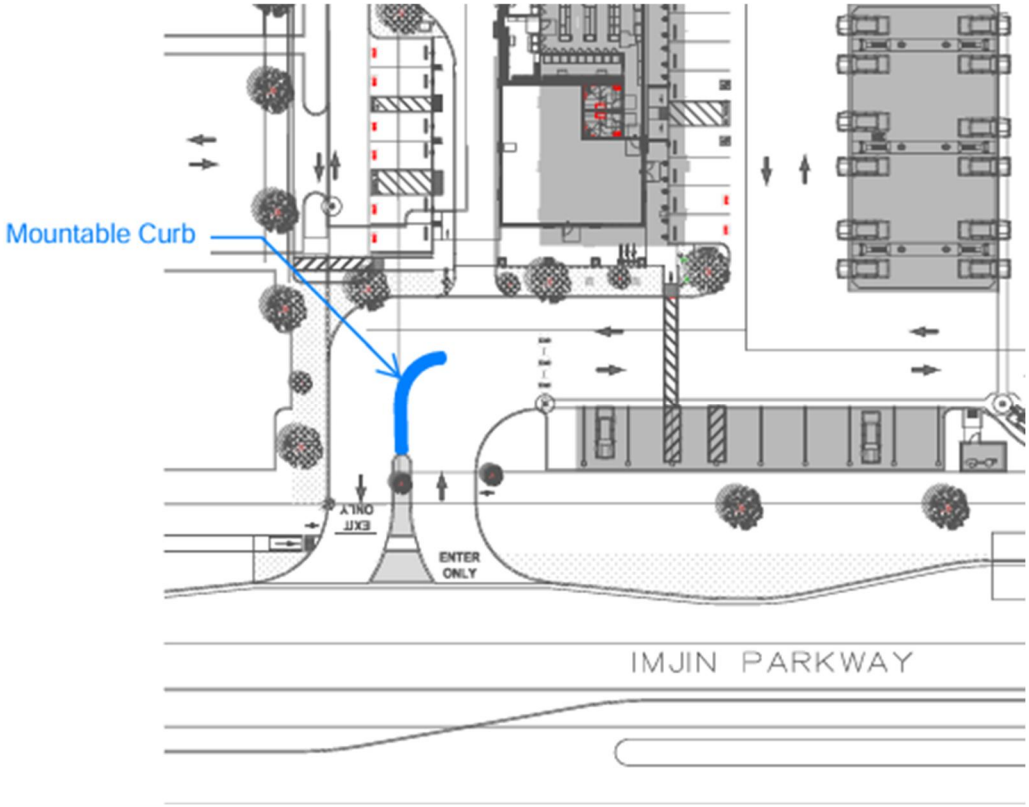
1. Taco Bell or Subway (with minimal or no indoor seating): 8 to 9 vehicles (approximately 160 to 180 feet of vehicle queuing space is needed)
2. Chick-fil-A or Raising Cane's: More than 20 to 25 + vehicles (approximately 400 to 500 feet of vehicle queuing space)
3. Dutch Brothers or Starbucks: 20 + vehicles
4. The convenience is proposed to be reduced in size and replaced with a fast-food restaurant and drive-through of similar size as the original convenience store. If the fast food drive-through

tenant is a low trip generator, parking demand is expected to remain similar to that of the convenience store-only scenario, while the additional trips would be accommodated through the drive-through.

Recommendations

1. The proposed drive-through land use should not be a high yielding trip generator but be restricted to low demand fast food drive-through facilities, such as Taco Bell or Subway. It is recommended that the applicant confirm the proposed user, and that the City approves only low trip generators and sufficient queuing space.
2. The opposing movements at the drive-through exit can be mitigated by providing a "Bot Dot" or mountable curb barrier as indicated below in blue.

Location of the Mountable Curb or Bot Dot in the Driveway



3. The eastbound U-turn will continue to be a problem, and since the site is already partially constructed the only solution is to install a no left-U-turn sign on Breakwater Street as indicated below. The sign will however not prevent drivers from making this turn. This sign is not in the CA MUTCD and will have to be purpose-made.

Example of U-turn Sign



4. The convenience store was reduced in size and replaced with a fast-food restaurant and drive-through. If the drive-through tenant is a low trip generator, parking demand is expected to remain similar to that of the convenience store-only scenario, while the additional trips would be accommodated through the drive-through.

May 11, 2026 Item No. **13a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 2, 2026

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2026-, APPROVING THE RECOMMENDATION FROM REGEN MONTEREY'S TECHNICAL ADVISORY COMMITTEE SUBGROUP TO INITIATE A COMPETITIVE REQUEST FOR PROPOSALS PROCESS FOR SOLID WASTE, RECYCLING, AND ORGANICS COLLECTION SERVICES, APPROVING THE PROCESS INTEGRITY POLICY, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CITY COUNCIL'S DIRECTION.

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

1. 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;
2. Approving the Process Integrity Policy governing the procurement process;
3. Authorizing the City Manager or his designee to participate in the regional procurement process and take all necessary related administrative actions; and
4. Authorizing the Finance Director to make any necessary accounting and budgetary entries.

BACKGROUND:
The City of Marina is a member agency of ReGen Monterey and participates in regional solid waste management planning and related programs.

On August 19, 2014, the Marina City Council adopted Resolution No. 2014-98 approving an exclusive franchise agreement with GreenWaste Recovery, Inc. for solid waste, recycling, and organics collection services for the term of May 1, 2015, through April 30, 2030.

Given the long-term planning, infrastructure, operational, and customer service considerations associated with collection contracts, ReGen Monterey and its member agencies have begun evaluating future service delivery options well in advance of the current contract term.

To assist with that effort, ReGen Monterey retained HF&H Consultants, LLC to conduct market outreach, stakeholder engagement, operational review, and procurement planning. ReGen Monterey's Technical Advisory Committee (TAC) established a Subgroup to evaluate options and develop recommendations for participating agencies.

HF&H and the TAC Subgroup conducted residential surveys, community meetings, outreach to multifamily and commercial customers, and discussions with prospective industry service providers.

Following that review process, the TAC Subgroup recommended initiation of a competitive Request for Proposals process for future collection services and adoption of a Process Integrity Policy to guide the procurement process.

ANALYSIS:

Solid waste collection agreements require substantial lead time due to vehicle procurement schedules, staffing requirements, route planning, customer transition needs, container deployment, regulatory compliance requirements, and coordination with processing and disposal infrastructure.

Beginning the procurement process in advance of the current agreement expiration allows participating agencies time to evaluate proposals, negotiate contract terms, obtain governing body approvals, and implement any future transition in an orderly manner.

The results of the community engagement process have several points of interests that prioritize affordable rates, reliable and responsive service, strong customer service, convenient recycling and organic programs, environmental stewardship and long-term service stability.

Survey results also reflected strong satisfaction with current collection services while identifying opportunities for service enhancements, expanded outreach, and continued cost sensitivity.

A competitive RFP process is intended to provide participating agencies with the ability to evaluate qualified proposers based on price, experience, service quality, environmental performance, customer service capabilities, and operational readiness.

Benefits of initiating a competitive procurement process include transparent and defensible public contracting procedures, competitive pricing and clearer understanding of cost drivers, opportunities to compare multiple service models and innovations, enhanced contractual performance standards, improved protections related to assignment, ownership changes, or service continuity, and preservation of local agency oversight prior to any future contract award.

The proposed Process Integrity Policy is designed to promote fairness and public confidence during the procurement process by establishing communication protocols, disclosure standards, equal access to information, and ethical safeguards.

ReGen Monterey's ownership and control of regional disposal and processing infrastructure provides a strong operational platform that may encourage qualified participation and support efficient future service delivery.

Approval of the requested action does not award a franchise agreement or commit the City to any specific future contractor at this time. Any proposed final agreement requiring City participation would be returned to the Marina City Council for future review and approval at a public meeting.

FISCAL IMPACT:

Approval of this action does not create an immediate new franchise agreement cost obligation.

Staff participation in the regional procurement effort is expected to be absorbed within existing departmental operating budgets. Any future fiscal impacts associated with proposed customer rates, franchise fees, service levels, implementation costs, or contract terms would be presented to the City Council for separate consideration during future contract approval proceedings.

ENVIRONMENTAL DETERMINATION:

The proposed action is not a "project" subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), which excludes "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment."

Respectfully submitted,

_____
Ismael Hernandez
Public Works Director
City of Marina

REVIEWED/CONCUR:

_____
Layne Long
City Manager
City of Marina

EXHIBITS:
Exhibit A - HF&H Consultants Presentation
Exhibit B - City of Marina Franchise Procurement Process Integrity Policy

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING INITIATION OF A COMPETITIVE REQUEST FOR PROPOSALS PROCESS FOR SOLID WASTE, RECYCLING, AND ORGANICS COLLECTION SERVICES, APPROVING THE INTEGRITY POLICY, AND AUTHORIZING RELATED ACTIONS.

WHEREAS, the City of Marina is a member agency of ReGen Monterey and participates in regional solid waste planning efforts; and

WHEREAS, on August 19, 2014, the Marina City Council approved Resolution No. 2014-98 authorizing a franchise agreement with GreenWaste Recovery, Inc. for solid waste, recycling, and organics collection services through April 30, 2030; and

WHEREAS, ReGen Monterey and participating agencies have undertaken advance planning for future collection services in order to maintain continuity, affordability, and high-quality service; and

WHEREAS, HF&H Consultants, LLC and ReGen Monterey's Technical Advisory Committee Subgroup conducted outreach, evaluation, and market analysis regarding future procurement options; and

WHEREAS, the Subgroup recommends initiation of a competitive Request for Proposals process and adoption of a Process Integrity Policy; and

WHEREAS, the City Council finds that a competitive procurement process promotes transparency, accountability, and best value for the Marina community.

ENVIRONMENTAL DETERMINATION:
The proposed action is not a "project" subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), which excludes "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment."

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

1. Approves initiation of a competitive Request for Proposals process for future solid waste, recycling, and organics collection services.
2. Approves the Process Integrity Policy for the procurement process.
3. Authorizes the City Manager or designee to take all actions necessary to implement this Resolution.
4. Authorizes the Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Marina, duly held on the 2nd 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
HF&H Consultants Presentation

Shaping Future Garbage and Recycling Services



City of Marina Council Meeting

Tuesday, June 2, 2026

Agenda

- Engagement Results:
  - Residential
  - Multi-Family
  - Commercial
  - Industry
- Key Considerations
- Infrastructure and Readiness
- Timeline and Next Steps
- Final Recommendation

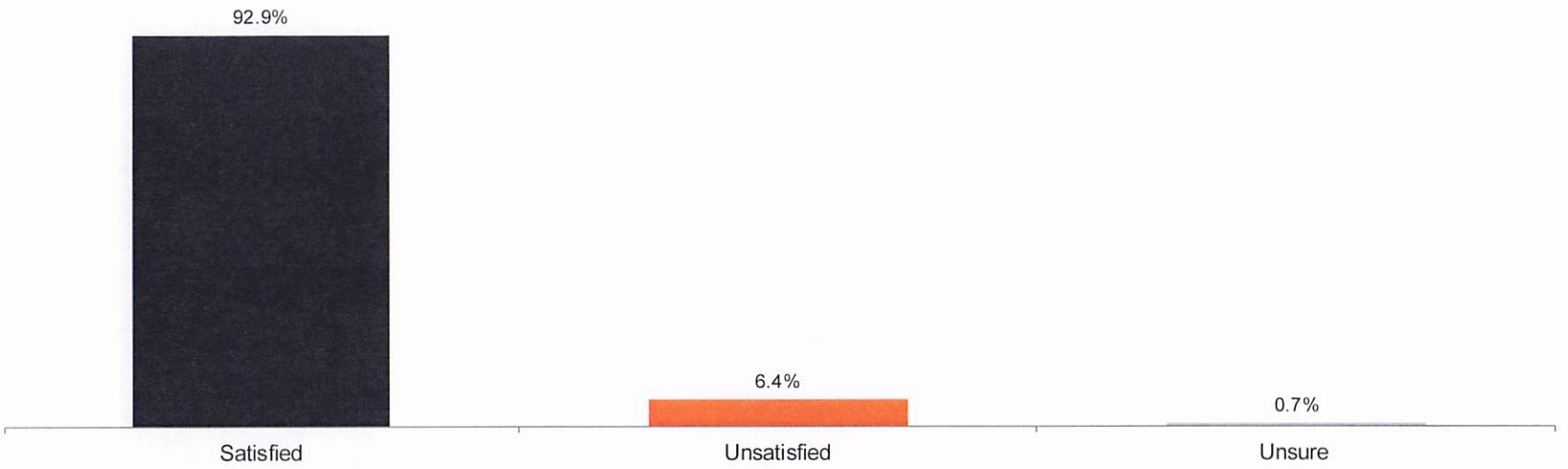


Engagement Results

Residential Survey Results

93% are satisfied with the services provided by GreenWaste Recovery

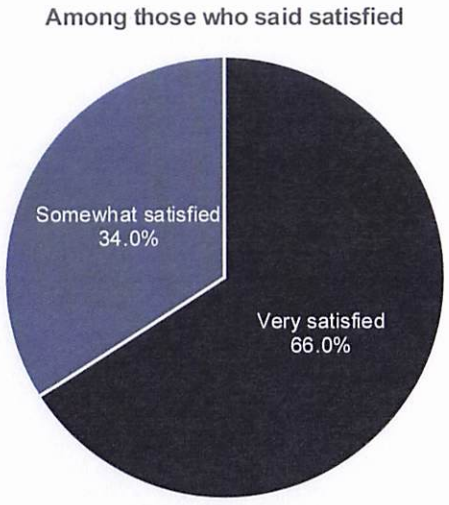
Question 3: In general, how satisfied are you with the services provided by GreenWaste Recovery including collecting and transporting garbage, recyclables, and organic material?

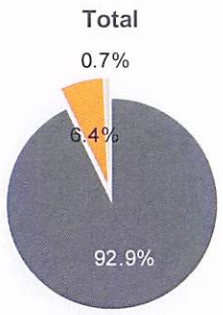


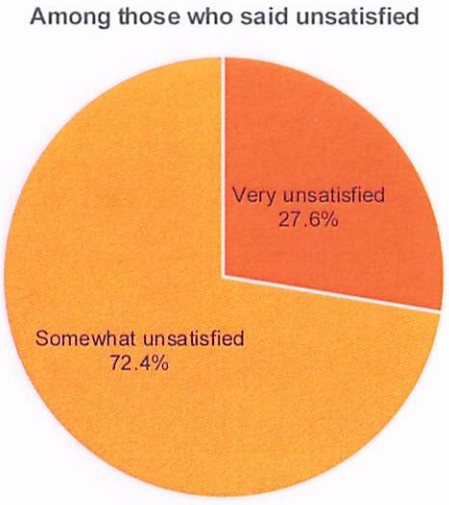
PROBOLSKY RESEARCH

Among those satisfied, 66% are very satisfied

Question 3: In general, how satisfied are you with the services provided by GreenWaste Recovery including collecting and transporting garbage, recyclables, and organic material?



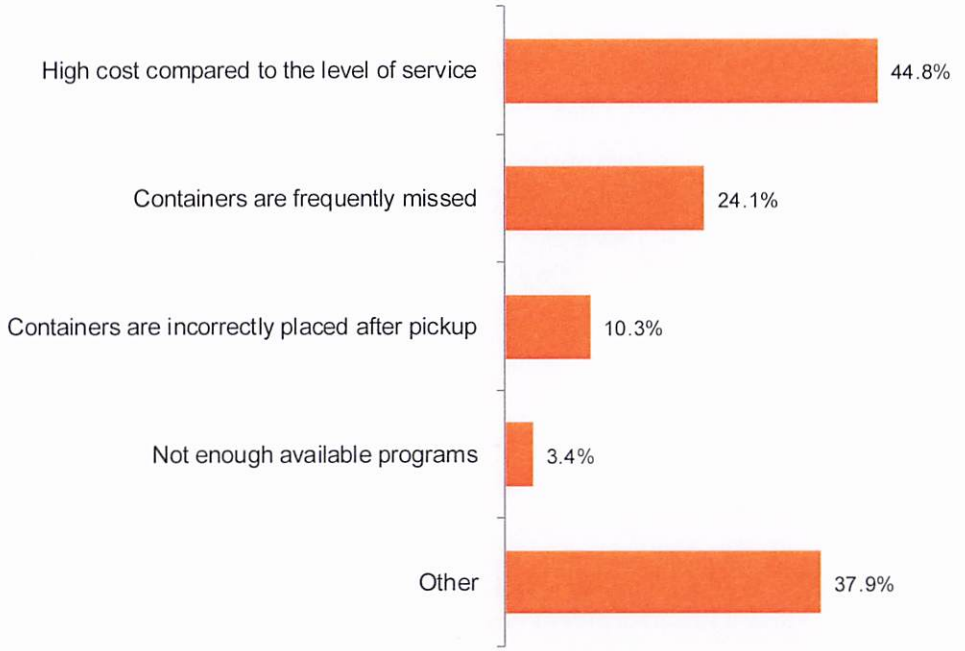


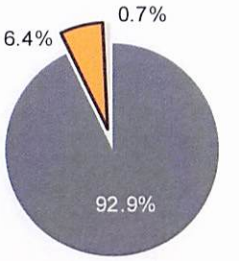


PROBOLSKY RESEARCH

Among the 29 who are unsatisfied, high cost compared to the level of service is the main reason

Question 4: Why aren't you satisfied with the services provided by GreenWaste Recovery? Select all that apply.
[IF ANSWERED UNSATISFIED TO Q3]



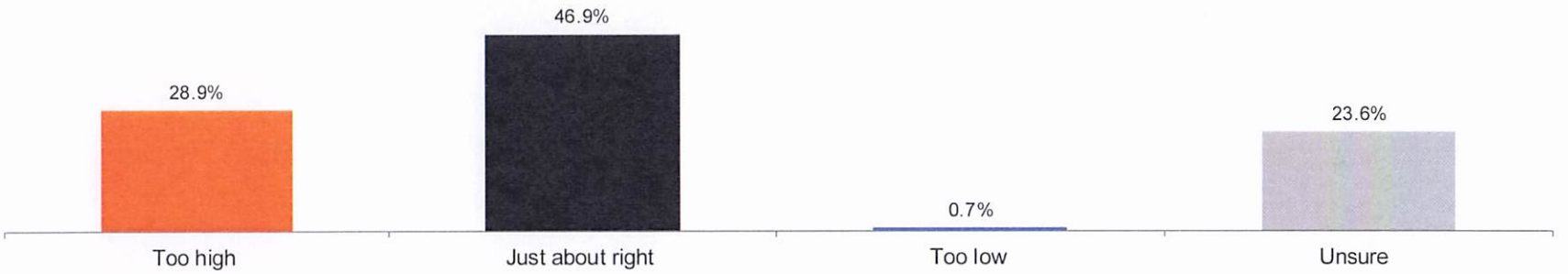


Question asked of respondents unsatisfied with GreenWaste Recovery, representing 6% of the total sample or **29 individuals**.

PROBOLSKY RESEARCH

47% think their garbage and recycling bill is just about right

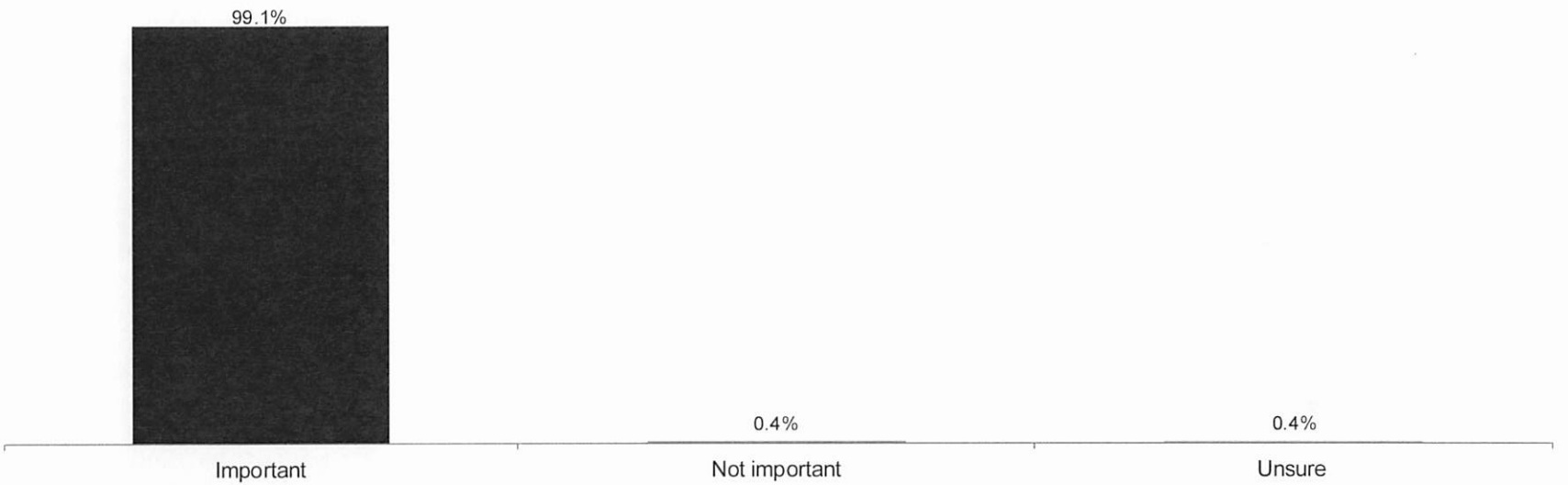
Question 18: Thinking about your quarterly garbage and recycling bill, would you say the amount you pay is:



PROBOLSKY RESEARCH

99% say affordability is important

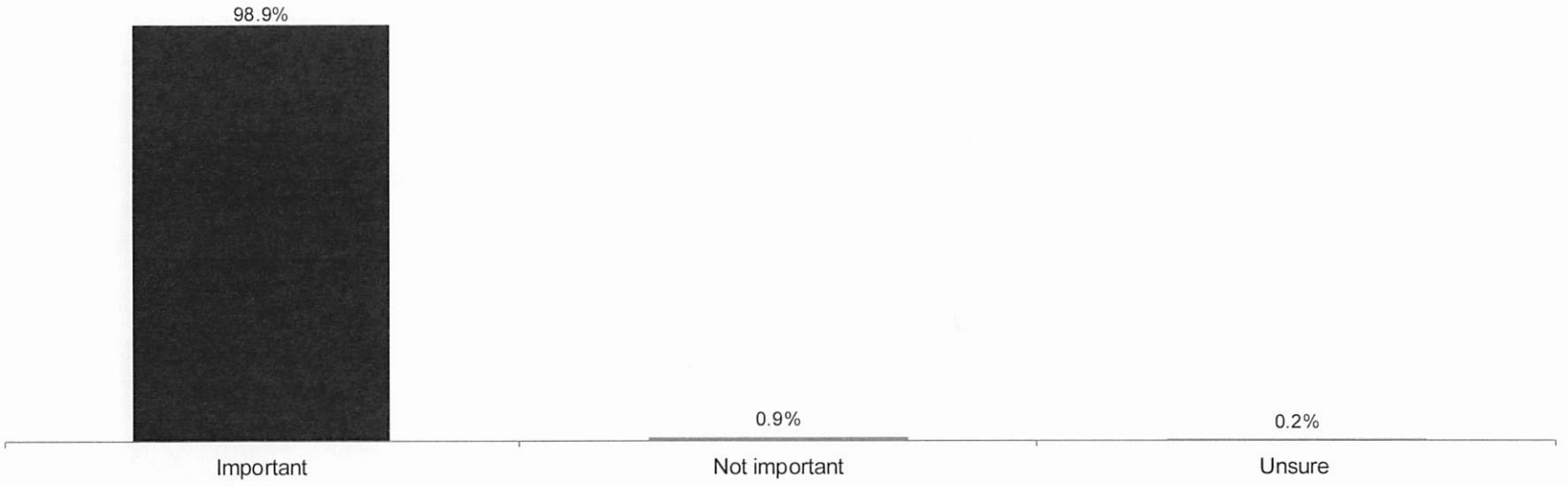
Question 19: How important are each of the following community values when thinking about your garbage and recycling services? **Affordability**



PROBOLSKY RESEARCH

99% say quality of service is important

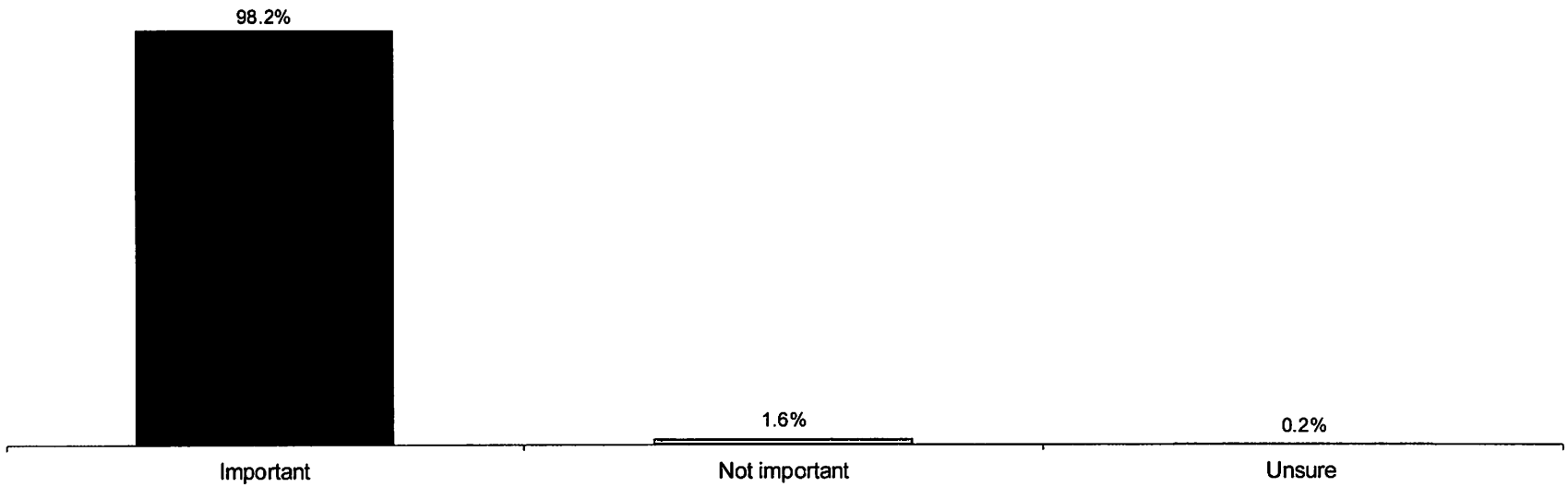
Question 22: How important are each of the following community values when thinking about your garbage and recycling services? **Quality of service**



PROBOLSKY RESEARCH

98% say convenience for residents is important

Question 20: How important are each of the following community values when thinking about your garbage and recycling services? **Convenience for residents**



PROBOLSKY RESEARCH

96% say environmental impact is important

Question 21: How important are each of the following community values when thinking about your garbage and recycling services? **Environmental impact**



PROBOLSKY RESEARCH

Residential Community Meeting Results

Residential Community Meetings

February 24 - 26, 2026

- **Three (3) virtual meetings**
  - Tuesday, 5:30pm – 6:30pm
  - Wednesday, 12:00pm – 1:00pm
  - Thursday, 5:30pm – 6:30pm
- **Seventeen (17) community participants**
- **Last meeting offered in English and Spanish**



Residential Feedback

- Satisfied overall with GreenWaste Recovery
- Commonly desired improvements:
  1. More education and outreach opportunities (e.g., bulky item collection, other special collection services, what can/can't be recycled, compliance requirements).
  2. Wider breadth of customizable service options (e.g., ability to choose bin size, textile disposal/collection, HHW).
  3. More features on the phone app (e.g., submitting a missed-pickup complaint, viewing a comprehensive list of recyclable materials, requesting on-demand services).
  4. Better customer service response time and quality of support.



Multi-Family (MFD) Engagement Results

Multi-Family Engagement

February 9 – March 4, 2026

- Initial desktop review
- Forty-six (46) total outreach attempts
- Seven (7) teleconferences completed
- Properties ranged from 8 to 106 units



MFD Feedback

- Satisfied overall with GreenWaste Recovery
- Commonly desired improvements:
  - Sensitivity to rates and cost impacts
  - Consistent, high-quality service
  - Improved customer service
  - More consistent education and outreach across sites
  - Support for addressing illegal dumping



Commercial Engagement Results

Commercial Engagement

February 13 – March 2, 2026

- Initial desktop review
- Thirty-four (34) total outreach attempts
- Fifteen (15) teleconferences completed



Commercial Feedback

- Mixed reviews on overall satisfaction with GreenWaste Recovery
- Commonly desired improvements:
  - Rates and cost impacts
  - Reliable, consistent, high-quality service
  - Collection for difficult-to-access or hard-to-service locations
  - Cardboard collection program
  - Education and outreach efforts



Industry Engagement Results

Industry Engagement

- Five (5) service provider presentations
  - Mid Valley Disposal
  - Recology
  - Republic Services
  - Waste Connections
  - Waste Management
- All expressed interest in future partnerships
- All noted that ReGen facilities provide a turnkey operation



Haulers


Scotts Valley, CA
Capitola, CA
Santa Cruz, CA
Hollister, CA
San Juan Bautista, CA
Marina, CA
Pacific Grove, CA
Salinas, CA
Carmel-By-The-Sea, CA
Gonzales, CA
Del Rey Oaks, CA
Soledad, CA
King City, CA
Service Providers
Municipal Operations
GreenWaste
Monterey City Disposal
Recology
Republic
Tri-Cities Disposal & Recycling Service
Waste Management
Microsoft Azure
©2026 TomTom Feedback

GreenWaste Recovery

- Enthusiasm to continue providing service to the community
- Openness to sole-source negotiations
- Projected potential future cost increase greater than typical inflationary amount
- Indicated risk of acquisition or sale



Key Considerations

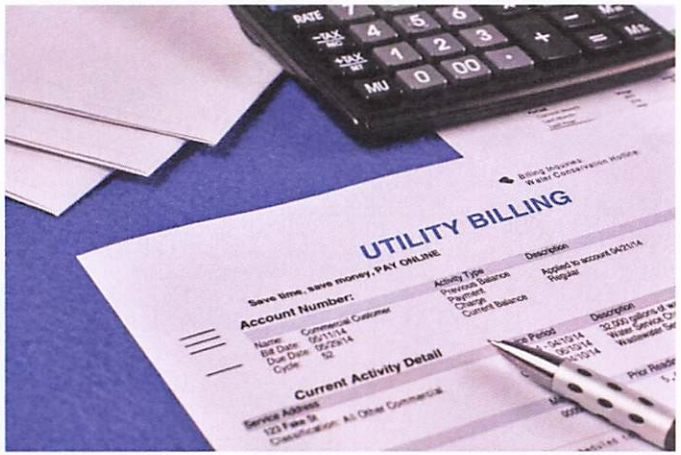
Good Governance

- Ensures a transparent and defensible procurement process
- Delivers best value through competitive pricing and performance
- Builds public accountability and confidence in long-term contract decisions



Affordability

- Sole-source discussions suggested potential cost increases above typical inflation
- Preliminary pricing involved trade-offs for Member Agencies and customers
- Competitive proposals would validate pricing and improve insight into cost drivers



Satisfaction with Service

- High customer satisfaction across the service area
- Strong performance attributed to frontline drivers and customer service staff
- TAC Subgroup strongly supports GreenWaste's participation in an RFP
- Labor protection provisions would help maintain service continuity



Assignment Risk

- Prior ownership change resulted in greater management turnover than expected
- Private equity ownership introduces long-term uncertainty
- RFP allows strengthened contract protections for future ownership changes



Infrastructure and Readiness

ReGen Infrastructure

- Public ownership of key collection, processing and disposal assets
- Turnkey infrastructure lowers barriers for qualified operators
- Asset control supports cost-effective, competitive service delivery



Timeline and Next Steps

Timeline and Next Steps

- **Late 2026**: RFP development and release to qualified service providers
- **2027**: Proposal review, interviews, evaluations, and multi-agency coordination
- **Early 2028**: Contract negotiations and approval by Member Agency elected bodies
- **2028-2030**: Transition period for vehicles, infrastructure, and community outreach
- **Throughout**: Process Integrity Policy applied to ensure fairness and transparency



Final Recommendation

Recommended Action

- Adopt a Resolution approving the recommendation from ReGen Monterey's Technical Advisory Committee's Subgroup to initiate a competitive request for proposal process for solid waste, recycling, and organics collection services, and approve the Process Integrity Policy.

Thank you!

Exhibit B
City of Marina Franchise Procurement Process Integrity Policy

CITY OF MARINA FRANCHISE PROCUREMENT PROCESS INTEGRITY POLICY

The City of Marina is currently in the process of drafting a new franchise agreement for the collection and processing of solid waste, recyclables, and organics, and procuring vendor(s) to provide franchised services. The intent of this City of Marina Process Integrity Policy ("Policy") is to provide a fair opportunity for all Respondents to compete to provide franchised services, create an impartial climate during the procurement proceeding, streamline the procurement process, and achieve favorable terms of service for the public.

The City of Marina's City Council, City of Marina staff, and City of Marina consultants involved in the franchise procurement intend to employ careful, uniform, and equitable application of this Policy and the franchise procurement process and procedures (including Request for Proposal [RFP] deadlines and requirements) developed by the City of Marina to advance the agency's purposes and the public interest.

A sample schedule of this Policy is attached as a reference tool; the actual timeframe, sequence, and steps are subject to change.

All references herein to "Respondents" include respondents and prospective respondents to a RFP or a request for sole source negotiations related to franchise agreement(s), and all employees, agents, consultants, lobbyists, and other entities or individuals acting on their behalf.

I. Campaign Contributions

Under state law Government Code section 84308, the City of Marina's Council Members cannot accept from Respondents, and Respondents cannot provide, campaign contributions **greater than $250** in the aggregate while the franchise procurement proceeding is pending and for 12 months after the Council makes the final decision in the franchise proceeding.

The City of Marina franchise procurement proceeding is pending from the date this Policy is adopted until the date the Council awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding). Note that the City of Marina may award franchise agreements sequentially over the course of the proceeding; the proceeding is expected to be complete when the Council awards the final franchise agreement. Because the franchise procurement proceeding may be pending for two or more years, more than one election cycle may be affected. If a candidate accepts the $250 contribution limit from a Respondent in one election cycle, they may not be able to accept a contribution of any amount from the Respondent in the next election cycle.

State law provides certain opportunities for Council Members to cure; if the Council Member returns at least the portion of the campaign contribution that exceeds $250 within 30 days from the time the Council Member knows, or should have known, about the contribution and the franchise procurement proceeding, the Council Member would be permitted to participate in the franchise procurement proceeding.

The state law limit on campaign contributions applies to any person that is not a current City of Marina Council Member but is running for City/Town Council or Board of Directors and that is appointed to the City of Marina Council after their election. Candidates that are newly appointed to the City of Marina Council may need to promptly return campaign contributions

greater than $250 that were received from a Respondent within the last 12 months in order to participate in a City of Marina franchise decision.

In summary, to assist Council Members and Respondents in complying with Government Code section 84308:

> Respondents: (a) shall not make campaign contributions greater than $250 in the aggregate to any City of Marina Council Member from the date of the adoption of this Policy until 12 months after the date the Council awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding); and (b) shall disclose on the record of the franchise procurement proceeding any contribution greater than $250 made to a City of Marina Council Member within the 12 months before a Council decision in the franchise procurement proceeding.
>
> The City of Marina Council Members: (a) should not accept campaign contributions greater than $250 in the aggregate from any Respondent from the date of the adoption of this Policy until 12 months after the date the Council awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding); and (b) if a Council Member has received a campaign contribution greater than $250 from a Respondent within 12 months prior to a decision on a franchise agreement, the Council Member must disclose receipt of the campaign contribution on the record, and will be disqualified from participating in the franchise proceeding, unless the Council Member returns the portion of the campaign contribution that exceeds $250 within 30 days from the time the Council Member knows, or should have known, about the contribution and the franchise procurement proceeding.
>
> Candidates for City/Town Council and Board of Directors: if appointed to the City of Marina Council, should be prepared promptly to return campaign contributions greater than $250 from a Respondent received within 12 months prior to the candidate's participation in a decision on a franchise agreement.

This Policy is intended to provide guidance to Council Members and Respondents on how the state law is expected to apply to the City of Marina franchise procurement proceeding; to the extent of any inconsistency, state law governs over summaries or interpretations provided in this Policy.

II. Gifts.

Under state law Government Code sections 81000 et seq. (the "Political Reform Act"), and the City of Marina's Conflict of Interest Code, City Council Members, City of Marina staff, and certain consultants that make or participate in making decisions for the City of Marina must report on their Form 700 "Gifts" (as defined in the Act) from a single reportable source of $50 to $590 (in the aggregate), and may not accept Gifts from a single reportable source totaling more than $590 (in the aggregate) in a calendar year (2023-2024 dollar thresholds; subject to change under state law).

This Policy prohibits Gifts **of any value** from a Respondent to a City of Marina Council Member, staff, or consultant involved in the franchise procurement from the date this Policy is adopted and for 12 months after the Council makes the final decision in the franchise

proceeding (or the agency formally terminates the franchise procurement proceeding). Thus, this Policy is intended to be **more restrictive** than state law.

New appointees to the City of Marina Council should be prepared promptly to return upon appointment to the City of Marina Council any Gifts that were received from a Respondent after the date of adoption of this Policy.

The City of Marina intends to apply the Fair Political Practices Commission regulations, interpretations, and other guidance on matters such as defining what constitutes a Gift, exceptions to the definition of Gift, determining the source of a Gift, and determining whether a payment is a behested payment.

In summary:

> Respondents: shall not make Gifts of any value to t Council Members, City of Marina he City of Marina Council Members, or City of Marina staff or consultants involved in the franchise procurement, from the date of the adoption of this Policy until 12 months after the date the Council awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding).
>
> The City of Marina Council Members: should not accept Gifts of any value from any Respondent from the date of the adoption of this Policy until 12 months after the date the Council awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding).
>
> City of Marina Staff and Consultants Involved in the Franchise Procurement: shall not accept Gifts of any value from any Respondent from the date of the adoption of this Policy until 12 months after the date the Council awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding).

Nothing in this Policy is intended to relieve the City Council Members, staff, or consultants from complying with the provisions of the Political Reform Act, the agency's Conflict of Interest Code, or other applicable law.

III. Communications

Respondents, City Council Members, and City of Marina staff and consultants involved in the franchise procurement are expected to adhere to the communications protocols described here.

This Policy applies to communications regarding the franchise procurement proceeding and the future provision of franchise solid waste, recycling, or organics services in the City of Marina jurisdiction. This Policy does not apply to casual social communications, communications regarding the current franchise agreements, or communications unrelated to the new franchise procurement process or the provision of future franchise services. This Policy does not apply to oral communications made on the record at open and noticed public meetings, or written communications submitted to the full Council and that are part of the public record of the City of Marina. The Policy does not apply to communications at meetings organized by City of Marina staff with Respondents.

A. Prior to Release of Procurement Documents

From the date of adoption of this Policy until the date the City of Marina first releases procurement documents for some or all future franchise services (e.g., RFP or request for sole source negotiations), communication between Respondents and Council Members about the franchise procurement process or provision of any future services in the City of Marina jurisdiction is permitted, subject to the disclosure requirements set forth herein.

Communications, oral or written, between Respondents and Council Members about the franchise procurement process or provision of any future franchise services in the City of Marina jurisdiction, shall either (1) be disclosed orally by the Council Member to the City Council at the next Council meeting, or (2) be disclosed in writing to the City Clerk prior to the next Council meeting; the City Clerk shall maintain such written disclosures as part of the public record of the City of Marina and promptly provide copies of the written disclosure to the other Council Members. The disclosure shall apprise the Council and the public of the content of the communication.

B. After Release of Procurement Documents

After the date the City of Marina first releases procurement documents for some or all future franchise services, communications about the franchise procurement process or provision of any future services in the City of Marina jurisdiction shall be made only through a person or persons designated by the City Manager or designee as the point of contact for the agency. The procurement documents will provide instructions for Respondents to make requests for clarification, object to the structure or content of the RFP, ask questions about the procurement, and make other inquiries, and the process the City of Marina will follow to respond to such communications.

Note that the City of Marina may release procurement documents for franchise services sequentially over the course of the proceeding; this section III.B applies when the first procurement documents in the proceeding are released. This communication protocol will expire when the Council awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding).

C. Civility

To preserve civility in the franchise procurement proceeding, the City of Marina requests that Respondents focus their communications on the positive aspects of their company, proposal, and offered services, and refrain from engaging in disparaging communications about other Respondents. In extreme cases, (e.g., slander, libel) publicly engaging in such disparaging communications may result in the City of Marina disqualifying a Respondent from award of a franchise.

IV. Further Restrictions for City of Marina Consultants

The City of Marina consultants involved in the franchise procurement shall not do any work for any Respondent in connection with this City of Marina franchise procurement process from the date of the adoption of this Policy (or the date they are retained, whichever is later) until the consultant is no longer involved in the City of Marina franchise procurement.

V. Application

Respondents: By participating in the procurement, Respondents agree to adhere to this Policy, and are responsible for ensuring compliance with this Policy on behalf of their employees, agents, consultants, lobbyists, or other entities or individuals acting on their behalf. A Respondent's failure to adhere to any section of this Policy may result in the City of Marina disqualifying the Respondent from award of a franchise.

City of Marina Council Members: A City of Marina Council Member's failure to adhere to any section of this Policy may result in the Council Member being disqualified from participating in any franchise decisions.

Staff and Consultants: Staff and consultants who do not adhere to the Policy may be disqualified from working on the franchise procurement, and City of Marina staff who do not adhere to the Policy may be subject to discipline.

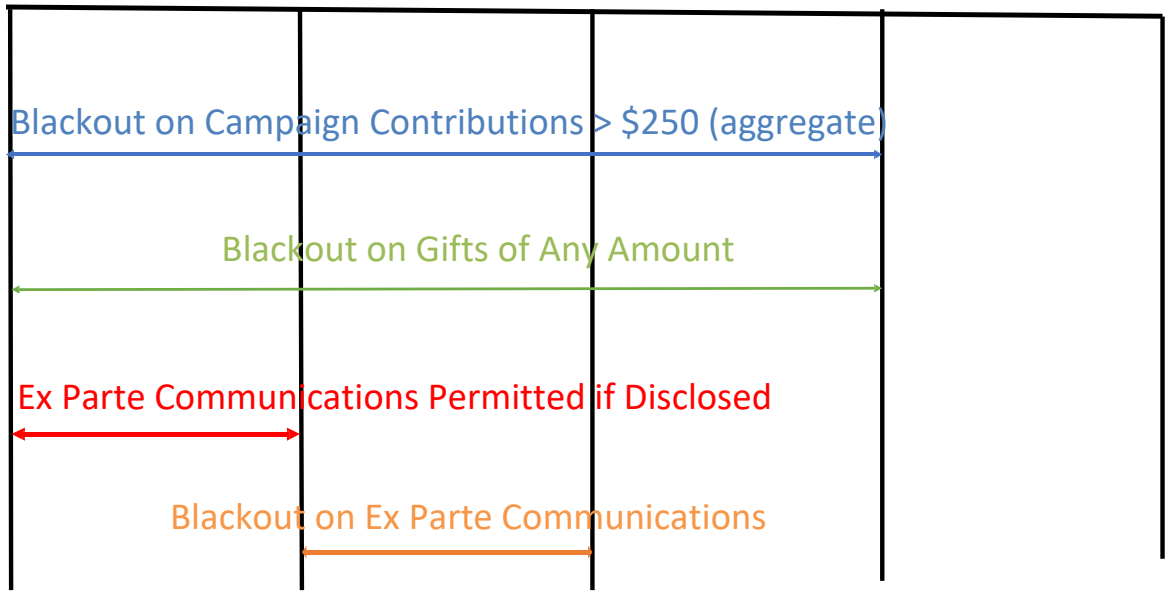
All federal, state, and local laws (and any updates to those laws) continue to apply. To the extent that the City of Marina has adopted campaign contribution laws that are more restrictive than state law or this Policy, this Policy is not intended to supersede those more restrictive laws.

Attachments:

- Sample Schedule

Sample Schedule and Application of Process Integrity Policy

* Actual Timeframes, Sequence, and Steps Subject to Change *



Process Integrity Policy Adopted	Collection RFP Released	Collection FA Awarded	12 Months After Collection FA Awarded	New FA Begins
June 2026	2027	2028	2029	2030

May 28, 2026 Item No. **13b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
June 2, 2026

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2026-, 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.

REQUEST:
It is requested that the City Council consider:

1. Adopting Resolution No. 2026-, 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.

BACKGROUND:
On August 19, 2014, the City Council adopted Resolution No. 2014-98 and entered into a new exclusive 15-year Franchise Agreement with GreenWaste Recovery (GWR) to provide solid waste, recycling, and organics collection services for the City of Marina. The Agreement provides for automatic annual rate adjustments for GWR's services calculated following either a multi-index rate adjustment methodology or a cost-based rate adjustment methodology.

On November 2, 2021, the City Council adopted Resolution No. 2021-114, approving an amendment to the Franchise Agreement with GreenWaste Recovery (GWR) to incorporate changes required by Senate Bill 1383 (SB 1383) to divert organic waste from landfills. The amended Agreement retained provisions for automatic annual rate adjustments for GWR's services calculated following either a multi-index rate adjustment methodology or a cost-based rate adjustment methodology.

At the meeting on June 24, 2025, the City Council adopted Resolution No. 2025-65 approving a 3.84% increase to GreenWaste Recovery rates for FY 2025/2026 utilizing the sector specific uniform percentage adjustment methodology established in 2016. The approved adjustment incorporated inflationary increases in labor, disposal, processing, and operational costs consistent with the Franchise Agreement and HF&H Consultants' review.

Cost-based Rate Adjustment Methodology
A cost-based rate adjustment was performed for rate period 5 in 2019. Adjustments to the GWR compensation resulted in rate-payer surpluses of $540,298 in rate period 5, $258,203 in rate period 6, and $175,891 in rate period 7.

At the meeting on June 7, 2022, the City Council adopted Resolution No. 2022-74, approving rate increases that were offset by applying $89,227 of the surplus generated in rate period 7, which

reduced the increase from 5.82% to 3.10%. The remaining half of the surplus generated in rate period 7 was retained to offset rate increases in rate period 9.
At the meeting on June 7, 2022, the City Council adopted Resolution No. 2022-75, approving an agreement between the City of Marina and HF&H Consultants, LLC (HF&H) to perform an analysis of an equitable method of crediting surplus solid waste collection fees back to rate payers.

At the meeting on October 18, 2022, the City Council adopted Resolution No. 2022-75, approving a credit of surplus solid waste collection fees back to rate payers that paid for service in rate period 5 and rate period 6.

In accordance with the methodology developed by HF&H, GWR made on-bill credits to eligible customers in the months of January, February, and March of 2023. The credits resulted in a distribution of $658,795 of the $798,501 surplus generated in rate periods 5 and 6. The remaining surplus of $139,706 was retained and applied in future rate periods to limit the amount of rate increases to Marina customers.

Multi-index Rate Adjustment Methodology
Each service level rate in the Franchise Agreement rate schedule is comprised of an operating component, disposal/processing component, and a fee component. The annual rate adjustment consists of adjusting each of the rate components based on specific indices and pass-through costs. The operating component factor includes labor costs from the prior year adjusted by the annual percentage change in the Employment Cost Index (ECI), fuel costs adjusted by the actual volume of fuel purchased in the prior year and the annual percentage change in the Fuel Index, and non-labor and non-fuel related costs adjusted by the annual percentage change in the Consumer Price Index (CPI).

The disposal and processing component is automatically adjusted as a direct pass-through based on ReGen Monterey fees and the City's prior year tonnages by material type. The disposal and processing components are based on the difference between the City's actual tonnage by material type and what was proposed by GWR in their initial proposal to the City. These components also consider the tipping fee charged by ReGen Monterey.

The fee component is a direct pass-through of franchise fees, calculated as a percentage of the total rate by service level.

The rate adjustment for the 2026/2027 fiscal year was conducted using a variation of the multi-index methodology distributed across sectors by weighted averages in accordance with the methodology agreed upon in 2016. The changes implemented in 2016 allow for a uniform percentage increase for services.

The Franchise Agreement stipulates that the City of Marina shall make a good faith effort to approve the accuracy of the calculated rates by June 1 of each year, and such rates shall be effective on each subsequent July 1. This allows noticing all customers of rate increases. If rates are not effective by July 1 due to a delay caused by the City of Marina, GWR may retroactively bill customers for the amount of the rate increase.

ANALYSIS:
GWR provided the City with the annual rate adjustment calculation on April 1, 2026. "EXHIBIT A" is an executive summary from HF&H Consultants reporting the finding that the application for the annual rate adjustment by GWR is consistent with the approved methodology.

The rate adjustment reviewed by HF&H includes a 3.86% increase to residential rates for Rate Period 12. The increase in dollars equals $.93 per month for residents with 64-gallon containers and $.74 per month for residents with 32-gallon containers.
HF&H determined that the 3.86% increase is appropriate based on inflationary increases in labor-related costs, vehicle-related costs, disposal costs, and processing costs. The review identified a 3.50% increase in labor-related costs, a 2.30% increase in vehicle-related costs, a 2.30% increase in other operational costs, a 7.90% increase in disposal costs, and a 6.89% increase in processing costs. HF&H also confirmed that fuel rates and depreciation remained unchanged for Rate Period 12.

Staff is recommending the sector-based adjustment be used for calculating rates for 2026/2027 in keeping with the methodology approved in 2016.

FISCAL IMPACT:
The FY 2026/2027 proposed rate adjustment would have no effect on City expenses, as this is a cost to the rate payers. The Franchise Agreement includes a 10% franchise fee and a 5% vehicle impact fee on gross receipts. Any rate increase provides a corresponding increase in franchise fee revenue to the City.

ENVIRONMENTAL DETERMINATION:
The proposed action is not a "project" subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), which excludes "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment."

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

Respectfully submitted,

_____
Ismael Hernandez
Public Works Director
City of Marina

_____
Layne Long
City Manager
City of Marina

EXHIBITS:
Exhibit A – Summary of HF&H's review of GWR's 2026/27 rate request
Exhibit B – Proposed 2026/27 GWR rates

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA 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.

WHEREAS, the City of Marina entered into a franchise agreement with GreenWaste Recovery (GWR) on August 19, 2014, for solid waste, recycling, and organics collection services for the period of August 1, 2015, through July 31, 2030, and;

WHEREAS, Section 8.2 of the Franchise Agreement describes the process for an automatic annual adjustment to maximum customer rates on July 1 of each year, based on agreed upon cost indices, changes in tipping fees at ReGen Monterey, formerly known as the Monterey Regional Waste Management District, and the actual tonnage for materials collected by GWR, and;

WHEREAS, on November 2, 2021, the City Council adopted Resolution No. 2021-114, approving an amendment to the Franchise Agreement with GreenWaste Recovery (GWR) to incorporate changes required by Senate Bill 1383 (SB 1383) to divert organic waste from landfills. The amended Agreement retained provisions for automatic annual rate adjustments for GWR's services calculated following either a multi-index rate adjustment methodology or a cost-based rate adjustment methodology, and;

WHEREAS, GWR provided the City with the annual rate adjustment calculation on April 1, 2026 (EXHIBIT "B"). Staff and third-party consultant, HF&H Consultants, LLC (HF&H), have reviewed GWR's calculation of the rate adjustments for FY 2026/2027 and find the calculations to be accurate and consistent with the methodology and requirements of the Franchise Agreement (see EXHIBIT "A"), and;

WHEREAS, the rate adjustment reviewed by HF&H includes a 3.86% increase to residential rates for Rate Period 12, and;

WHEREAS, staff is recommending the sector-based adjustment be used for calculating rates for FY 2026/2027 in keeping with the methodology approved in 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina hereby resolves to approve the rates in Exhibit B that incorporate a 3.86% increase to all single-family residential maximum rates authorized to be charged by GWR under the Franchise Agreement, effective July 1, 2026.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 2nd 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

HF&H Consultants
590 Ygnacio Valley Rd. Suite 105
Walnut Creek, CA 94596
Phone: (925) 977-6950
Web: hfh-consultants.com

May 22, 2026

Ismael Hernandez
Public Works Director
City of Marina

Sent via email

Subject: Review of GreenWaste Recovery's 2026-27 Rate Request – Final Report

Dear Ismael Hernandez,

HF&H Consultants, LLC (HF&H) was retained by ReGen Monterey (ReGen), formerly the Monterey Regional Waste Management District, to assist with a review of GreenWaste Recovery's (GWR) request for an adjustment to customer rates, effective July 1, 2026, submitted to the City of Marina (City) on April 1, 2026. This report presents our findings and recommendations.

Executive Summary

HF&H's review of GWR's Rate Period 12 (RP12) rate request to the City resulted in the following outcomes:

HF&H has determined a 3.86% increase is appropriate based on the following components:

- 3.50% inflationary increase in labor-related costs
- 2.30% inflationary increase in vehicle-related costs (excluding fuel)
- Fuel rate held flat, as set by ReGen
- 2.30% inflationary increase in other costs
- Depreciation held flat, per the Agreement
- 6.89% overall increase in net processing costs due to increases in per-ton rates, slightly offset by decreases in recyclable and organic tonnages
- 7.90% increase in disposal costs due to an increase in per-ton disposal rate and tonnages

Refer to **Figure 1** on the following page for the impact to sample residential rates.

Figure 1: Example Rate Impact of Adjustment

	Current Rates (RP11)	RP12
Adjustment		3.86%
Residential 32-gallon rate	$19.14	$19.88
Residential 64-gallon rate	$24.00	$24.93

Background

In 2012, the City—participating with other members of ReGen—issued a competitive request for proposals for collection services and entered into the new Agreement with GWR effective July 1, 2015. The Agreement provides for the following, related to the adjustment of rates:

- Rates are annually adjusted throughout the term of the Agreement, using various inflationary indices, actual tonnage, and changes in the tipping fees at ReGen, unless either the City or GWR requests a Cost-Based Rate Adjustment (CBRA).

- The City and GWR may mutually agree upon alternative approaches to structuring rates without amending the Agreement (Section 8.2.D).

- During the CBRA review in RP5, a number of issues surrounding the process for setting rates and the resulting rate relationships amongst sectors and materials were identified. As such the City and GWR have negotiated an amendment to the prescribed methodology for the CBRA and index adjustments to not alter rate relationships between service sectors and material types.

- Through negotiations of the amendment and as a result of the desire to maintain current rate relationships between sectors and service levels, the City and GWR have prescribed a uniform rate adjustment to be applied to all sectors.

Rate Calculation Review

HF&H SCOPE OF WORK

HF&H performed this review of the rate request in accordance with Exhibit E1 for the index-based rate adjustment. The procedures included:

1. Review of the rate request for completeness and compliance with the procedures contained in Exhibit E1 of the Agreement.

2. Review for mathematical accuracy and logical consistency to determine that the rate request is mathematically correct, the rows and columns of numbers add down and across as intended, and the stated assumptions were, in fact, used. Determine that the rate request is internally consistent and any summary schedules agree to the supporting schedules and worksheets.

3. Verify the inclusion of the franchise fee calculation in the adjustment.

4. Verify contract compliance regarding:

   A. The indices used in the adjustment.

   B. The tip fees reported for the disposal and processing rate components.

   C. The use of quarterly-reported tonnage data and allocations among agencies. A detailed audit of tonnage and allocations of tonnage reported by GWR was not a part of this scope of work. HF&H discussed GWR's allocation methodology, which appears reasonable and consistent with standard industry practices.

   D. Any changes in governmental fees affecting the fee component of the rates, and the accurate application of the resulting percentage changes to the various rate components in the rate schedule approved by the City through the Agreement.

REVIEW OF RATE REQUEST

RP12 Application

HF&H reviewed the rate application for RP12. The results of the RP12 calculation, performed in accordance with the methodology set forth in Exhibit E1 of the amendment, are presented in **Figure 2** on the following page.

Figure 2: City of Marina Application of Index-Based Adjustments to RP12

	RP 11	Adjustment Factor	RP 12
Annual Cost of Operations			
Labor-Related Costs	$665,931	1.035	$689,239
Vehicle-Related Costs	143,095	1.023	146,386
Fuel Costs	105,158	1	105,158
Other Costs	395,996	1.023	405,104
Direct Depreciation	221,602	N.A.	221,602
Total Allocated Costs - Labor, Vehicle, Fuel & Oth	778,056	1.023	795,951
Total Allocated Costs - Depreciation & Start-Up	48,832	N.A.	48,832
Total Annual Cost of Operations	**$2,358,670**		**$2,412,272**
Profit	**$282,618**	**OR=89.3**	**$289,040**
Pass-Through Costs			
Disposal Costs	$762,269	Tons*Tip Fee	$822,451
Curbside Supplemental	(6,198)	1.00	(6,198)
Recycling Processing Costs	108,388	Tons*Tip Fee	112,227
Residue Processing Costs	-	Tons*Tip Fee	-
Yard Trimmings Processing Costs	90,160	Tons*Tip Fee	97,805
Food Waste Processing Costs	21,643	Tons*Tip Fee	25,339
C&D Processing Costs	-	Tons*Tip Fee	-
Interest Expense	65,512	N.A.	65,512
Direct Lease Costs	-	N.A.	-
Total Allocated Costs - Lease	50,221	N.A.	50,221
Total Pass-Through Costs	**$1,091,994**		**$1,167,356**
Total Costs before Agency Fees	**$3,733,282**		**$3,868,669**
Agency Fees/Payments			
Franchise Fee	$446,779	10.00%	$464,008
Vehicle Impact Fee	223,390	5.00%	232,004
ReGen MOU Costs	63,431	Actual	75,399
Other Adjustments (as needed from time to time)			
Adjustment from Tip Fee Estimates	$911	N/A	-
Total Calculated Costs	**$4,467,793**		**$4,640,080**
Rate Increase			**3.86%**

Review of GWR Costs

There are four major components to GWR's rate application: (1) the calculation and application of the inflationary indices as prescribed in the Agreement; (2) the disposal and/or processing component; (3) the Agency Fees; and (4) other one-time adjustments.

There are three indices used in the index adjustment: Consumer Price Index (CPI), fuel index, and labor index. The annual percentage change in each index is used to calculate the coming year's cost for the line items to which they apply.

HF&H has reviewed, and GWR has confirmed, the accuracy of each of these indices, and notes that the fuel index remains unchanged, as reported by ReGen management staff.

Review of Disposal and Processing Components

Collected tonnage for Calendar Year 2025 was used for the RP12 review, in accordance with the amendment. The disposal and processing components also consider the tipping fees charged by ReGen to project anticipated disposal and processing costs at ReGen. **Figure 3** below outlines the changes in the City's disposal and processing costs for each material type—based on ReGen's tip fees—effective July 1, 2026, which have been incorporated into our RP12 review.

Figure 3: Impact of ReGen Tip Fee Changes

Material	2025 Tons	Projected Per Ton Tip Fee	RP 12 Costs
	A	B	A x B
Solid Waste	9,676	$85.00	$822,451
Recycling	2,610	43.00	112,227
Yard Trimmings	1,811	54.00	97,805
Food Waste	347	73.00	25,339

Note: Values may not be exact due to rounding.

Review of Fee Component

HF&H ensured that the fee component of each rate matches the contractual percentage of 10% for franchise fees, and 5% for vehicle impact fees, which are remitted to the City by GWR.

Additionally, rate application review costs and other identified ReGen costs totaling $75,399 were added as a one-time adjustment to cover the rate review, franchise management, and other identified ReGen costs such as staff time and public education and outreach.

NEW RATES

Attached hereto is a table of all rates recommended for RP12 based on the adjustments described in this report (Attachment A). HF&H recommends adopting these rates by resolution to be effective July 1, 2026.

* * * * *

We would like to express our appreciation to GWR staff for their assistance and cooperation in this process. Should you have any questions, please call me at (925) 977-6964 or dhilton@hfh-consultants.com.

Sincerely,
HF&H CONSULTANTS, LLC

Rob Hilton
President

Dave Hilton
Senior Project Manager

EXHIBIT A

Residential Solid Waste Collection Rates			
Service Level	**Solid Waste**	**Recycling**	**Organics**
Curbside 32 Gallon	$19.88	Included	Included
Curbside 64 Gallon	$24.93	Included	Included
Curbside 96 Gallon	$28.30	Included	Included
Low Income	$17.04	Included	Included

Notes:
See Exhibit B1 for specific service availability

Commercial/Multi-Family Solid Waste Collection Rates						
	Frequency					
Service Level	**1x/week**	**2x/week**	**3x/week**	**4x/week**	**5x/week**	**6x/week**
32-Gallon Cart	$21.44	$43.72	$65.60	$87.43	$109.31	$131.16
64-Gallon Cart	$41.11	$83.85	$125.77	$167.68	$209.61	$251.53
96-Gallon Cart	$52.99	$108.07	$162.09	$216.14	$270.18	$324.21
1-Cubic Yard Bin	$114.89	$234.38	$351.59	$468.78	$585.97	$703.15
2-Cubic Yard Bin	$228.59	$466.34	$699.49	$941.25	$1,165.82	$1,398.98
3-Cubic Yard Bin	$343.37	$700.48	$1,050.70	$1,400.95	$1,751.18	$2,101.43
4-Cubic Yard Bin	$457.72	$933.73	$1,400.59	$1,867.47	$2,334.32	$2,801.19
6-Cubic Yard Bin	$540.71	$1,103.06	$1,654.62	$2,206.14	$2,757.67	$3,309.18
8-Cubic Yard Bin	$720.99	$1,470.81	$2,206.22	$2,941.63	$3,677.04	$4,412.44
2-Cubic Yard Compactor	$278.74	$566.62	$849.92	n/a	n/a	n/a
3-Cubic Yard Compactor	$418.57	$850.89	$1,276.35	n/a	n/a	n/a
4-Cubic Yard Compactor	$558.00	$1,134.31	$1,701.44	n/a	n/a	n/a

Commercial/Multi-Family Recycling Collection Rates						
	Frequency					
Service Level	**1x/week**	**2x/week**	**3x/week**	**4x/week**	**5x/week**	**6x/week**
64-Gallon Cart	$6.17	$12.58	$18.86	$25.15	$31.44	$37.72
96-Gallon Cart	$7.94	$16.21	$24.33	$32.40	$40.52	$48.63
1-Cubic Yard Bin	$17.22	$35.16	$52.75	$70.32	$87.88	$105.47
2-Cubic Yard Bin	$34.29	$69.96	$104.94	$141.18	$174.87	$209.85
3-Cubic Yard Bin	$51.51	$105.06	$157.60	$210.14	$262.68	$315.21
4-Cubic Yard Bin	$68.65	$140.05	$210.09	$280.13	$350.14	$420.17
6-Cubic Yard Bin	$81.10	$165.45	$248.19	$330.93	$413.65	$496.38
8-Cubic Yard Bin	$108.14	$220.62	$330.94	$441.24	$551.56	$661.87
2-Cubic Yard Compactor	$27.76	$56.88	$85.33	n/a	n/a	n/a
3-Cubic Yard Compactor	$41.71	$85.45	$128.20	n/a	n/a	n/a
4-Cubic Yard Compactor	$55.58	$113.92	$170.87	n/a	n/a	n/a

EXHIBIT A

Commercial/Multi-Family Food Waste Collection Rates						
	Frequency					
Service Level	**1x/week**	**2x/week**	**3x/week**	**4x/week**	**5x/week**	**6x/week**
64-Gallon Cart	$30.83	$62.87	$94.32	$125.77	$157.20	$188.64
96-Gallon Cart	$39.74	$81.06	$121.57	$162.09	$202.63	$243.16
1-Cubic Yard Bin	$86.17	$175.79	$263.68	$351.59	$439.48	$527.36
2-Cubic Yard Bin	$171.44	$349.76	$524.62	$705.92	$874.37	$1,049.25

Commercial/Multi-Family Yard Trimmings Collection Rates						
	Frequency					
Service Level	**1x/week**	**2x/week**	**3x/week**	**4x/week**	**5x/week**	**6x/week**
64-Gallon Cart	$30.83	$62.87	$94.32	$125.77	$157.20	$188.64
96-Gallon Cart	$39.74	$81.06	$121.57	$162.09	$202.63	$243.16
1-Cubic Yard Bin	$86.17	$175.79	$263.68	$351.59	$439.48	$527.36
2-Cubic Yard Bin	$171.44	$349.76	$524.62	$705.92	$874.37	$1,049.25
3-Cubic Yard Bin	$257.52	$525.36	$788.03	$1,050.70	$1,313.39	$1,576.07
4-Cubic Yard Bin	$343.28	$700.29	$1,050.44	$1,400.59	$1,750.75	$2,100.89
6-Cubic Yard Bin	$405.55	$827.30	$1,240.96	$1,654.62	$2,068.25	$2,481.89
8-Cubic Yard Bin	$540.73	$1,103.12	$1,654.67	$2,206.23	$2,757.78	$3,309.35

Roll-Off Collection Rates (Per Pull)					
	Material				
Service Level	**MSW**	**REC**	**FW**	**YT**	**C&D**
10 YD	$344.81	$258.28	$258.28	$258.28	$344.81
20 YD	$496.83	$258.28	$258.28	$258.28	$496.83
30 YD	$648.86	$258.28	$258.28	$258.28	$648.86
40 YD	$800.87	$258.28	$258.28	$258.28	$800.87
Per Ton	$100.00	$50.59	$85.88	$63.53	$100.00

Additional Service Rates		
Service	**Sector**	**Charge Per Event**
Cart Rental - All Sizes	RES	$3.94
Cart Replacement	RES	$78.70
Re-Delivery or Re-Start	RES	$32.80
Cart Cleaning	RES	$32.80
Non-Scheduled Collection	RES	$24.93
Difficult to Service Cart	COM	$1.32
Difficult to Service Bin	COM	$3.94
Locking Bin	COM	$65.60
Cart Replacement	COM	$78.70
Cart Cleaning	COM	$32.80
Bin Swap - Cleaning or Repainting	COM	$98.39
Bulky - Recyclable	RES/COM	$26.22
Bulky - Non Recyclable	RES/COM	$32.80
Bulky - Event	RES/MFD	$39.34
Covered Box	RO	$98.39
Driver Time per Hour	RO	$144.29
Dry Run or Relocation	RO	$98.39
Extra Days	RO	$32.80

*Note: All rates charged monthly unless stated otherwise

HF&H Consultants
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Walnut Creek, CA 94596
Phone: (925) 977-6950
Web: hfh-consultants.com

May 22, 2026

Ismael Hernandez
Public Works Director
City of Marina

Sent via email

Subject: Review of GreenWaste Recovery's 2026-27 Rate Request – Final Report

Dear Ismael Hernandez,

HF&H Consultants, LLC (HF&H) was retained by ReGen Monterey (ReGen), formerly the Monterey Regional Waste Management District, to assist with a review of GreenWaste Recovery's (GWR) request for an adjustment to customer rates, effective July 1, 2026, submitted to the City of Marina (City) on April 1, 2026. This report presents our findings and recommendations.

Executive Summary

HF&H's review of GWR's Rate Period 12 (RP12) rate request to the City resulted in the following outcomes:

HF&H has determined a 3.86% increase is appropriate based on the following components:

- 3.50% inflationary increase in labor-related costs
- 2.30% inflationary increase in vehicle-related costs (excluding fuel)
- Fuel rate held flat, as set by ReGen
- 2.30% inflationary increase in other costs
- Depreciation held flat, per the Agreement
- 6.89% overall increase in net processing costs due to increases in per-ton rates, slightly offset by decreases in recyclable and organic tonnages
- 7.90% increase in disposal costs due to an increase in per-ton disposal rate and tonnages

Refer to **Figure 1** on the following page for the impact to sample residential rates.

Figure 1: Example Rate Impact of Adjustment

	Current Rates (RP11)	RP12
Adjustment		3.86%
Residential 32-gallon rate	$19.14	$19.88
Residential 64-gallon rate	$24.00	$24.93

Background

In 2012, the City—participating with other members of ReGen—issued a competitive request for proposals for collection services and entered into the new Agreement with GWR effective July 1, 2015. The Agreement provides for the following, related to the adjustment of rates:

- Rates are annually adjusted throughout the term of the Agreement, using various inflationary indices, actual tonnage, and changes in the tipping fees at ReGen, unless either the City or GWR requests a Cost-Based Rate Adjustment (CBRA).

- The City and GWR may mutually agree upon alternative approaches to structuring rates without amending the Agreement (Section 8.2.D).

- During the CBRA review in RP5, a number of issues surrounding the process for setting rates and the resulting rate relationships amongst sectors and materials were identified. As such the City and GWR have negotiated an amendment to the prescribed methodology for the CBRA and index adjustments to not alter rate relationships between service sectors and material types.

- Through negotiations of the amendment and as a result of the desire to maintain current rate relationships between sectors and service levels, the City and GWR have prescribed a uniform rate adjustment to be applied to all sectors.

Rate Calculation Review

HF&H SCOPE OF WORK

HF&H performed this review of the rate request in accordance with Exhibit E1 for the index-based rate adjustment. The procedures included:

1. Review of the rate request for completeness and compliance with the procedures contained in Exhibit E1 of the Agreement.

2. Review for mathematical accuracy and logical consistency to determine that the rate request is mathematically correct, the rows and columns of numbers add down and across as intended, and the stated assumptions were, in fact, used. Determine that the rate request is internally consistent and any summary schedules agree to the supporting schedules and worksheets.

3. Verify the inclusion of the franchise fee calculation in the adjustment.

4. Verify contract compliance regarding:

   A. The indices used in the adjustment.

   B. The tip fees reported for the disposal and processing rate components.

   C. The use of quarterly-reported tonnage data and allocations among agencies. A detailed audit of tonnage and allocations of tonnage reported by GWR was not a part of this scope of work. HF&H discussed GWR's allocation methodology, which appears reasonable and consistent with standard industry practices.

   D. Any changes in governmental fees affecting the fee component of the rates, and the accurate application of the resulting percentage changes to the various rate components in the rate schedule approved by the City through the Agreement.

REVIEW OF RATE REQUEST

RP12 Application

HF&H reviewed the rate application for RP12. The results of the RP12 calculation, performed in accordance with the methodology set forth in Exhibit E1 of the amendment, are presented in **Figure 2** on the following page.

Figure 2: City of Marina Application of Index-Based Adjustments to RP12

	RP 11	Adjustment Factor	RP 12
Annual Cost of Operations			
Labor-Related Costs	$665,931	1.035	$689,239
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Direct Depreciation	221,602	N.A.	221,602
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Total Allocated Costs - Depreciation & Start-Up	48,832	N.A.	48,832
Total Annual Cost of Operations	**$2,358,670**		**$2,412,272**
Profit	**$282,618**	**OR=89.3**	**$289,040**
Pass-Through Costs			
Disposal Costs	$762,269	Tons*Tip Fee	$822,451
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Recycling Processing Costs	108,388	Tons*Tip Fee	112,227
Residue Processing Costs	-	Tons*Tip Fee	-
Yard Trimmings Processing Costs	90,160	Tons*Tip Fee	97,805
Food Waste Processing Costs	21,643	Tons*Tip Fee	25,339
C&D Processing Costs	-	Tons*Tip Fee	-
Interest Expense	65,512	N.A.	65,512
Direct Lease Costs	-	N.A.	-
Total Allocated Costs - Lease	50,221	N.A.	50,221
Total Pass-Through Costs	**$1,091,994**		**$1,167,356**
Total Costs before Agency Fees	**$3,733,282**		**$3,868,669**
Agency Fees/Payments			
Franchise Fee	$446,779	10.00%	$464,008
Vehicle Impact Fee	223,390	5.00%	232,004
ReGen MOU Costs	63,431	Actual	75,399
Other Adjustments (as needed from time to time)			
Adjustment from Tip Fee Estimates	$911	N/A	-
Total Calculated Costs	**$4,467,793**		**$4,640,080**
Rate Increase			**3.86%**

Review of GWR Costs

There are four major components to GWR's rate application: (1) the calculation and application of the inflationary indices as prescribed in the Agreement; (2) the disposal and/or processing component; (3) the Agency Fees; and (4) other one-time adjustments.

There are three indices used in the index adjustment: Consumer Price Index (CPI), fuel index, and labor index. The annual percentage change in each index is used to calculate the coming year's cost for the line items to which they apply.

HF&H has reviewed, and GWR has confirmed, the accuracy of each of these indices, and notes that the fuel index remains unchanged, as reported by ReGen management staff.

Review of Disposal and Processing Components

Collected tonnage for Calendar Year 2025 was used for the RP12 review, in accordance with the amendment. The disposal and processing components also consider the tipping fees charged by ReGen to project anticipated disposal and processing costs at ReGen. **Figure 3** below outlines the changes in the City's disposal and processing costs for each material type—based on ReGen's tip fees—effective July 1, 2026, which have been incorporated into our RP12 review.

Figure 3: Impact of ReGen Tip Fee Changes

Material	2025 Tons	Projected Per Ton Tip Fee	RP 12 Costs
	A	B	A x B
Solid Waste	9,676	$85.00	$822,451
Recycling	2,610	43.00	112,227
Yard Trimmings	1,811	54.00	97,805
Food Waste	347	73.00	25,339

Note: Values may not be exact due to rounding.

Review of Fee Component

HF&H ensured that the fee component of each rate matches the contractual percentage of 10% for franchise fees, and 5% for vehicle impact fees, which are remitted to the City by GWR.

Additionally, rate application review costs and other identified ReGen costs totaling $75,399 were added as a one-time adjustment to cover the rate review, franchise management, and other identified ReGen costs such as staff time and public education and outreach.

NEW RATES

Attached hereto is a table of all rates recommended for RP12 based on the adjustments described in this report (Attachment A). HF&H recommends adopting these rates by resolution to be effective July 1, 2026.

* * * * *

We would like to express our appreciation to GWR staff for their assistance and cooperation in this process. Should you have any questions, please call me at (925) 977-6964 or dhilton@hfh-consultants.com.

Sincerely,
HF&H CONSULTANTS, LLC

Rob Hilton
President

Dave Hilton
Senior Project Manager

EXHIBIT B

Residential Solid Waste Collection Rates			
Service Level	**Solid Waste**	**Recycling**	**Organics**
Curbside 32 Gallon	$19.88	Included	Included
Curbside 64 Gallon	$24.93	Included	Included
Curbside 96 Gallon	$28.30	Included	Included
Low Income	$17.04	Included	Included
Notes: See Exhibit B1 for specific service availability			

Commercial/Multi-Family Solid Waste Collection Rates						
	Frequency					
Service Level	**1x/week**	**2x/week**	**3x/week**	**4x/week**	**5x/week**	**6x/week**
32-Gallon Cart	$21.44	$43.72	$65.60	$87.43	$109.31	$131.16
64-Gallon Cart	$41.11	$83.85	$125.77	$167.68	$209.61	$251.53
96-Gallon Cart	$52.99	$108.07	$162.09	$216.14	$270.18	$324.21
1-Cubic Yard Bin	$114.89	$234.38	$351.59	$468.78	$585.97	$703.15
2-Cubic Yard Bin	$228.59	$466.34	$699.49	$941.25	$1,165.82	$1,398.98
3-Cubic Yard Bin	$343.37	$700.48	$1,050.70	$1,400.95	$1,751.18	$2,101.43
4-Cubic Yard Bin	$457.72	$933.73	$1,400.59	$1,867.47	$2,334.32	$2,801.19
6-Cubic Yard Bin	$540.71	$1,103.06	$1,654.62	$2,206.14	$2,757.67	$3,309.18
8-Cubic Yard Bin	$720.99	$1,470.81	$2,206.22	$2,941.63	$3,677.04	$4,412.44
2-Cubic Yard Compactor	$278.74	$566.62	$849.92	n/a	n/a	n/a
3-Cubic Yard Compactor	$418.57	$850.89	$1,276.35	n/a	n/a	n/a
4-Cubic Yard Compactor	$558.00	$1,134.31	$1,701.44	n/a	n/a	n/a

Commercial/Multi-Family Recycling Collection Rates						
	Frequency					
Service Level	**1x/week**	**2x/week**	**3x/week**	**4x/week**	**5x/week**	**6x/week**
64-Gallon Cart	$6.17	$12.58	$18.86	$25.15	$31.44	$37.72
96-Gallon Cart	$7.94	$16.21	$24.33	$32.40	$40.52	$48.63
1-Cubic Yard Bin	$17.22	$35.16	$52.75	$70.32	$87.88	$105.47
2-Cubic Yard Bin	$34.29	$69.96	$104.94	$141.18	$174.87	$209.85
3-Cubic Yard Bin	$51.51	$105.06	$157.60	$210.14	$262.68	$315.21
4-Cubic Yard Bin	$68.65	$140.05	$210.09	$280.13	$350.14	$420.17
6-Cubic Yard Bin	$81.10	$165.45	$248.19	$330.93	$413.65	$496.38
8-Cubic Yard Bin	$108.14	$220.62	$330.94	$441.24	$551.56	$661.87
2-Cubic Yard Compactor	$27.76	$56.88	$85.33	n/a	n/a	n/a
3-Cubic Yard Compactor	$41.71	$85.45	$128.20	n/a	n/a	n/a
4-Cubic Yard Compactor	$55.58	$113.92	$170.87	n/a	n/a	n/a

EXHIBIT B

Commercial/Multi-Family Food Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	$30.83	$62.87	$94.32	$125.77	$157.20	$188.64
96-Gallon Cart	$39.74	$81.06	$121.57	$162.09	$202.63	$243.16
1-Cubic Yard Bin	$86.17	$175.79	$263.68	$351.59	$439.48	$527.36
2-Cubic Yard Bin	$171.44	$349.76	$524.62	$705.92	$874.37	$1,049.25

Commercial/Multi-Family Yard Trimmings Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	$30.83	$62.87	$94.32	$125.77	$157.20	$188.64
96-Gallon Cart	$39.74	$81.06	$121.57	$162.09	$202.63	$243.16
1-Cubic Yard Bin	$86.17	$175.79	$263.68	$351.59	$439.48	$527.36
2-Cubic Yard Bin	$171.44	$349.76	$524.62	$705.92	$874.37	$1,049.25
3-Cubic Yard Bin	$257.52	$525.36	$788.03	$1,050.70	$1,313.39	$1,576.07
4-Cubic Yard Bin	$343.28	$700.29	$1,050.44	$1,400.59	$1,750.75	$2,100.89
6-Cubic Yard Bin	$405.55	$827.30	$1,240.96	$1,654.62	$2,068.25	$2,481.89
8-Cubic Yard Bin	$540.73	$1,103.12	$1,654.67	$2,206.23	$2,757.78	$3,309.35

Roll-Off Collection Rates (Per Pull)					
	Material				
Service Level	MSW	REC	FW	YT	C&D
10 YD	$344.81	$258.28	$258.28	$258.28	$344.81
20 YD	$496.83	$258.28	$258.28	$258.28	$496.83
30 YD	$648.86	$258.28	$258.28	$258.28	$648.86
40 YD	$800.87	$258.28	$258.28	$258.28	$800.87
Per Ton	$100.00	$50.59	$85.88	$63.53	$100.00

Additional Service Rates		
Service	Sector	Charge Per Event
Cart Rental - All Sizes	RES	$3.94
Cart Replacement	RES	$78.70
Re-Delivery or Re-Start	RES	$32.80
Cart Cleaning	RES	$32.80
Non-Scheduled Collection	RES	$24.93
Difficult to Service Cart	COM	$1.32
Difficult to Service Bin	COM	$3.94
Locking Bin	COM	$65.60
Cart Replacement	COM	$78.70
Cart Cleaning	COM	$32.80
Bin Swap - Cleaning or Repainting	COM	$98.39
Bulky - Recyclable	RES/COM	$26.22
Bulky - Non Recyclable	RES/COM	$32.80
Bulky - Event	RES/MFD	$39.34
Covered Box	RO	$98.39
Driver Time per Hour	RO	$144.29
Dry Run or Relocation	RO	$98.39
Extra Days	RO	$32.80

*Note: All rates charged monthly unless stated otherwise

CONTINUED FROM MAY 5th and May 19th, 2026

April 30, 2026 Item No. **13c**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of June 2, 2026

CITY COUNCIL CONDISER RECIEVING A PRESENTATION ON (1) PAST AMENDMENTS TO THE COUNCIL RULES, (2) POTENTIAL FURTHER AMENDMENTS AND REFINEMENTS TO SUCH RULES, AND (3) PROVIDING DIRECTION ON OTHER REFINEMENTS OR AMENDMENTS TO SUCH RULES.

REQUEST:

It is recommended that the City Council consider (1) receiving 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.

BACKGROUND

The City Council's Rules and Procedures for the Conduct of Meetings were originally established by Resolution No. 80-71 on December 12, 1980, and have been amended multiple times over the decades to address meeting times and agenda ordering, among other issues. Beginning in 2022, the Council undertook a more substantive effort focused on two overarching goals: increasing public engagement and improving meeting efficiency. Council Resolution No. 2023-68 established the Council's current Rules and Procedures for the Conduct of the Meetings of the Marina City Council. **See Exhibit A**.

Chronology of Amendments

August 16, 2022 — Initial Amendments Presented

At its August 16, 2022 regular meeting, the Council considered a staff report prepared by Interim City Attorney proposing targeted amendments to Resolution No. 80-71 focused on public engagement and meeting efficiency. The proposed changes addressed Paragraphs 8, 9, 13, and 27 and included a redlined draft agenda as Exhibit B. In summary, the proposals restructured the per-item agenda sequence to place public comment before Council motion and discussion; reframed the minutes function as preparation of "action minutes"; allowed Councilmembers to speak twice on any subject; reduced public comment time from four to three minutes and eliminated the requirement that speakers state their name and address; and updated the agenda template to clarify public hearing procedures and Consent Agenda handling. The item was continued to September 20, 2022, but was not agendized until November 1, 2022. **See Exhibit B**.

November 1, 2022 — Direction to Staff; Integrated Resolution Ordered

At its November 1, 2022 regular meeting, the Council directed staff to prepare an integrated resolution incorporating the following: encouraging written email comments as an alternative to verbal comment; capping general public comment at thirty minutes at the start of meetings with overflow deferred to the end; establishing a one-minute limit for Council comments after a motion; clarifying the scope of permissible technical or clarifying questions prior to public comment; establishing a five-minute per-member speaking limit with no cap on the number of rounds; preserving the per-item agenda sequence for public hearings; prohibiting further comment or discussion after a vote; directing staff to review more efficient use of the Consent Agenda; refining quasi-judicial disclosure language; making AB 1234 reporting more publicly understandable; restricting Consent Agenda pulls to Councilmembers only; directing staff to return with a two-step process for Council for placing items on the agenda; and adding a Land Acknowledgement to all future agendas. **See Exhibit C**.

November 15, 2022 — Resolution 2022-138 Adopted; 5-0
At its November 15, 2022 regular council meeting, the Council considered the integrated rules resolution and adopted Resolution No. 2022-138, which repealed and replaced Resolution No. 80-71 and all prior amendments in their entirety. The resolution incorporated the changes directed on November1: separating Council and Staff Announcements from Public Comment, restructuring the per-item sequence to ensure public comment precedes Council discussion and motions, converting to action minutes, establishing per-member speaking time limits, prohibiting post-vote comment, reducing general public comment to three minutes at the Mayor's discretion with a thirty-minute overall cap, and adopting a new agenda template. **See Exhibit D**.

June 20, 2023 — Resolution 2023-68; Further Amendments Adopted; 5-0
At its June 20, 2023 regular council meeting, the Council considered further amendments to the Council rules and adopted the Resolution No. 2023-6 amending the Rules and Procedures by a unanimous vote, with the following modifications to the staff proposal: the proposed Paragraph 7 amendment addressing Council correspondence was deferred for future consideration; staff was directed to develop a video records retention policy; the public comment section was revised to clarify that public comment is welcomed by any means not disruptive to the meeting; the adjournment extension mechanism was changed from time-based to item-based; action minutes were required to include the name and topic of discussion; and the Council speaking limit was set at five minutes per member with a non-interruptive timekeeping method to be determined. **See Exhibit E**.

ANALYSIS:

Based on a review of Council meetings, including application of the Rules as well as specific feedback during such meetings, certain refinements would be helpful to clarify the Rules and formalize such procedures as Council's two-step process for Council-initiated agenda items. Below is a list of suggested new rules, refinements, and amendments, including to the Agenda Template:

I. Proposed New Rule: Two-Step Council-Initiated Agenda Items

Background
The current Rules and Procedures do not establish a formal process by which individual Councilmembers may place new items on a future agenda. In practice, this gap can result in items being agendized without adequate staff preparation, without a clear statement of purpose, or without the Council as a body having had an opportunity to weigh in on whether the item merits further attention. At the November 1, 2022 meeting, the Council recognized these concerns and directed staff to return with a proposed two-step process for Council-initiated agenda items, with reference to how other cities handle similar requests. A structured two-step process addresses the identified concerns while preserving each Councilmember's ability to bring matters forward for consideration.

This proposed rule serves three objectives. First, it ensures that staff has adequate notice and context to prepare even a brief summary before an item reaches the Council, avoiding uninformed deliberation. Second, it gives the full Council, rather than a single member, the opportunity to assess whether an item warrants the investment of staff time and resources required for a complete action item report. Third, it creates a consistent, transparent record of how items originate and progress to the agenda, which supports public understanding of the Council's legislative process.

Proposed Rule Language

Rule 36. Council-Initiated Agenda Items — Two-Step Process.

(a) Step One — Introduction and Direction. A Councilmember who wishes to place a new item on a future agenda shall first submit a written request to the City Manager describing the subject matter, the Councilmember's proposed objective, and any background information

relevant to the request. The City Manager shall place the item on the next available regular meeting agenda under a designated section titled "Council-Initiated Items." At that meeting, the Councilmember shall briefly introduce the item in no more than three (3) minutes. Staff shall provide a short summary of any known operational, fiscal, or legal considerations. The Council shall then have an opportunity to discuss the item and provide direction to City staff. No final action shall be taken at Step One.

(b) Step Two — Action Item. If the Council, by majority vote, directs staff to return with a full report, staff shall prepare a staff report and place the item on a future agenda as a regular action item in accordance with Paragraph 6 of these Rules. The staff report shall address the Council's stated objectives, relevant background, options for Council consideration, fiscal impact, and a staff recommendation.

(c) Exceptions. A Councilmember may request that a matter bypass Step One and be placed directly on the agenda as a full action item if: (i) the matter involves a time-sensitive issue that cannot reasonably await the two-step process; (ii) staff has already prepared or possesses sufficient background to support a full report; or (iii) the subject matter has previously been considered by the Council within the prior twelve months. Any such exception shall require the concurrence of the Mayor or, in the Mayor's absence, the Mayor Pro Tempore.

(d) Written Request Deadline. Written requests under subdivision (a) shall be submitted to the City Manager no later than 12:00 noon on the Wednesday preceding the meeting at which the Councilmember wishes the item to be introduced, consistent with the general agenda submission deadline established in Paragraph 6.

II. Proposed Rule Clarification: Public Comment on Pulled Consent Agenda Items

Proposed addition to **Rule 8** (Order of Business and Consideration and Sequence of Agenda Items) (**Exhibit A**):

(d) Public Comment on Consent Agenda Items Pulled for Separate Consideration. Public comment on all Consent Agenda items shall be heard during the general Public Comment period at the outset of the meeting. Any member of the public wishing to comment on a Consent Agenda item must do so at that time. If a Consent Agenda item is subsequently pulled by the Council for separate discussion and consideration, no additional public comment period shall be provided on that item, and Council deliberation shall proceed based upon the public input already received during general Public Comment. Notwithstanding the foregoing, the Council may, by majority vote, allow further public comment on a pulled item where the Council determines that additional input would materially assist its deliberation.

III. Proposed Agenda Template Revision: Standing Item 1.a: Councilmember Remote Attendance Announcements

It is recommended that the agenda template be revised to include a standing agenda item immediately following the Call to Order, designated as Item 1.a, with the following title and form:

1.a. Remote Attendance Announcement(s) by Councilmember(s) — Just Cause or Disability Accommodation (Gov. Code §§ 54953(c), 54953.8.3) *Any Councilmember participating in this meeting remotely shall at this time announce the basis for remote attendance. A Councilmember attending remotely for just cause shall briefly identify the applicable just cause ground. A Councilmember attending remotely as a disability accommodation shall confirm participation under Government Code section 54953(c). The Council shall take no vote on remote attendance under either provision. The City Clerk shall record the member's remote attendance and the stated basis in the minutes.*

Statutory Background; Effect of SB 707: The prior authority for just cause remote attendance by individual Councilmembers, Assembly Bill 2449, was codified at Government Code section 54953(f) and sunsetted on January 1, 2026. Senate Bill 707, effective January 1, 2026, comprehensively reorganized and expanded the Brown Act's teleconferencing framework. The just cause and emergency circumstances provisions formerly in section 54953(f) have been relocated and amended in new Government Code section 54953.8.3, and extended through December 31, 2029.

Just Cause Remote Attendance; Gov. Code § 54953.8.3: Under the successor provision, a Councilmember may attend a meeting remotely for just cause without triggering the traditional teleconferencing requirements, provided a quorum of the Council is physically present at the meeting location. SB 707 expanded the categories of qualifying just cause to include:

- Childcare or caregiving obligations for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner;
- A contagious illness that prevents in-person attendance;
- A physical or mental health condition not separately covered by the disability accommodation provision;
- Travel on official business of the legislative body or another public agency;
- The presence of an immunocompromised household or family member;
- A physical or family medical emergency; and
- Military service under official written orders for active duty or drill.

Notably, under SB 707 a member invoking just cause is not required to disclose any medical diagnosis or personal medical information beyond identifying the applicable ground.

Unlike the AB 2449 framework, SB 707 does not require a majority vote of the Council to approve a just cause remote attendance request. Instead, the statute requires only that the member's remote attendance and the specific just cause basis be recorded in the minutes of the meeting. No advance agenda notice of the remote attendance is required, though the Council may, in its discretion, adopt a practice of requesting advance notice to facilitate orderly meeting management.

Frequency limits apply: a Councilmember may not attend remotely for just cause more than five times per year if the Council meets twice per month.

Disability Accommodation; Gov. Code § 54953(c): SB 707 also permanently amended Government Code section 54953 to expressly authorize members of a legislative body with a disability to participate in meetings remotely as a reasonable accommodation under applicable law, including the Americans with Disabilities Act. Remote participation under this provision is treated as in-person attendance for all purposes, including quorum. The member must participate using both audio and video technology unless their disability requires an exception. The member must also disclose whether any other adult is present at their remote location and the general nature of that person's relationship to the member. Because the basis of this statutory provision is grounded in disability accommodation law rather than the just cause framework, it is not subject to the frequency limits applicable under section 54953.8.3.

Staff and City Attorney can prepare a brief reference sheet for Councilmembers summarizing the qualifying just cause grounds, frequency limits, disclosure requirements, and the distinction between just cause and disability accommodation under SB 707, to accompany adoption of this template change.

IV. Proposed Agenda Template Revision: Remote Participation Notice

It is recommended that the agenda template also be revised to include the following notice in a prominent location, such as immediately following the meeting access and participation information currently appearing at the top of each agenda:

> PLEASE NOTE: IF ALL COUNCILMEMBERS ARE PRESENT IN PERSON, PUBLIC PARTICIPATION BY ZOOM IS FOR CONVENIENCE ONLY AND IS NOT REQUIRED BY LAW. IF THE ZOOM FEED IS LOST FOR ANY REASON, THE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE MEETING MAY CONTINUE AT THE DISCRETION OF THE PRESIDING OFFICER.

This notice serves to clearly communicate to the public the legal status of remote participation access when all Councilmembers are physically present in Council chambers. Under the Brown Act, the City of Marina is not required to provide teleconference access to the public when members are present in person; remote access, when offered, is a courtesy.[1] The notice addresses potential public confusion due to a disruption when technical difficulties interrupt the Zoom feed during an otherwise properly convened in-person meeting. By setting expectations in advance and on the face of the agenda itself, the notice allows the Presiding Member to exercise discretion to continue the meeting without the appearance of disenfranchising the public or acting inconsistently with prior practice. It also reduces pressure on staff to indefinitely delay or adjourn a meeting due to a technical failure that has no legal bearing on the validity of the proceedings.

V. Suggested Refinements Based on Rosenberg's Rules of Order

The City's Rules and Procedures reference Robert's Rules of Order as the default governing authority (**Exhibit A**, Rule 24), but staff reports from the 2022 amendment process cited Rosenberg's Rules of Order, **Exhibit F**, as a potential model for structured deliberation. Robert's Rules of Order is a 714 page manual of parliamentary procedure originally published in the 19th Century by Henry Robert III. Rosenberg's Rules, published by the League of California Cities and designed specifically for small deliberative bodies like city councils, offer several refinements worth considering for further improving meeting efficiency. A simple comparison of the two sets rules is attached as **Exhibit G**.

1. **Motion Before Discussion.** Rosenberg's Rules recommend that a motion be placed before the body prior to opening general discussion/deliberations on an agenda item, on the theory that having a concrete motion on the floor helps focus deliberation on a specific proposed action. The City's current sequence (**Exhibit A**, Rule 8c) places the motion after public comment and Council discussion. The Council could consider clarifying that the Chair may invite a motion immediately after public comment closes and before Council discussion begins, consistent with Rosenberg's recommended format. Rule 8c can be amended to incorporate this change.

2. **Limiting Motions on the Floor.** Rosenberg's Rules establish a practical ceiling of three motions on the floor at any one time, with votes proceeding in reverse order of introduction. The City's current Rules (Rule 14) address motions and precedence but do not set an explicit numerical limit. Adding such a limit would give the Chair clearer authority to manage complex or contentious items and reduce procedural confusion.

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1 **SB 707: Eligible Legislative Body Requirements Not Applicable:** SB 707 introduced new Government Code section 54953.4, which imposes certain mandatory public remote access requirements, including provision of a two-way audiovisual platform and adoption of a written meeting disruption policy, on legislative bodies that qualify as an "eligible legislative body." Eligibility is determined by population thresholds based on the most recent applicable federal decennial census or qualifying estimate. Based on Marina's current population, the City does not meet the threshold required to qualify as an eligible legislative body under section 54953.4, and the mandatory public remote access requirements of that provision are therefore not applicable to the City Council. Accordingly, the provision of Zoom access to the public remains a discretionary courtesy rather than a statutory obligation.

3. **Friendly Amendments.** Rosenberg's Rules recognize the "friendly amendment" as a practical, informal tool that allows motions to be refined during discussion without requiring a formal separate motion to amend — provided both the maker and the seconder of the original motion agree. Council currently uses this tool, but it is not expressly permitted in the Rules and Procedures, **Exhibit A**. Expressly permitting this practice in the Rules would streamline deliberation on items where minor wording adjustments emerge naturally during Council discussion.

4. **Motion to Limit Debate.** Rosenberg's Rules provide for a formal "motion to limit debate" that, if seconded and passed by a two-thirds vote, cuts off further discussion and moves directly to a vote. Adding this mechanism would give the Council a formal parliamentary tool to manage unusually prolonged deliberation on any single item, beyond the existing per-speaker time caps.

If Council desires, Staff and City Attorney can prepare a brief reference sheet for handling of motions, including descriptions of motions not subject to debate.

FISCAL IMPACT
None.

CONCLUSION:
This request is submitted for City Council consideration.

Respectfully submitted,

_____
René Alejandro Ortega
City Attorney
City of Marina

REVIEWED/CONUR:

_____
Layne Long
City Manager
City of Marina

Attachments:
Exhibit A – Resolution No. 2023-68, Rules and Procedures for the Conduct of Meetings of the Marina City Council
Exhibit B – Staff Report and Resolution No. 2023-68, June 20, 2023
Exhibit C – Staff Report, November 15, 2022
Exhibit D – Staff Report and Resolution No. 2022-138, November 1, 2022
Exhibit E – Staff Report, August 16, 2022
Exhibit F – Rosenberg's Rules of Order
Exhibit G – Comparison of Rosenberg's Rules to Robert's Rules

EXHIBIT A

RESOLUTION NO. 2023-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING THE RULES AND PROCEDURES FOR THE CONDUCT OF MEETINGS

WHEREAS, at the regular meeting of December 12, 1980, the City Council adopted Resolution No. 80-71 Establishing the Rules and Procedures for the Conduct of Meetings of the City Council ("Rules and Procedures");

WHEREAS, the City Council previously amended the Rules and Procedures by adopting Resolution Nos. 85-1, 90-09, 91-17, 92-30, 94-15, 98-03, 99-01, 2001-106, 2009-41, 2011-32, 2011-33, 2011-65, and 2019-107 (collectively, "Amendments");

WHEREAS, at its meeting on November 15, 2022, the Council approved Resolution 2022-138 authorizing revisions to the Rules and Procedures;

WHEREAS, staff proposes further modifications to Rules and Procedures, as provided in Exhibit A attached hereto, specifically to Paragraph 7 regarding Council Correspondence, Paragraph 8 regarding the Consideration and Sequence of Agenda Items, Paragraph 13 regarding Debate, and new Paragraph 21 regarding Ex Parte Disclosures; and

WHEREAS, amendment of the Rules and Procedures is not subject to California Environmental Quality Act (CEQA) as it is not a "project" pursuant to Section 15378 of the CEQA Guidelines.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Rules and Procedures. The Rules and Procedures shall be modified as set forth in Exhibit A, RULES AND PROCEDURES FOR THE CONDUCT OF THE MEETINGS OF THE MARINA CITY COUNCIL AND AMENDMENTS, attached hereto and incorporated by reference.

Section 3. Effective Date of Resolution. This Resolution shall take effect on immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held this 20th day of June 2023, by the following vote:

AYES, COUNCIL MEMBERS: Visscher, McCarthy, Biala, Medina Dirksen, Delgado
NOES, COUNCIL MEMBERS: None
ABSENT, COUNCIL MEMBERS: None
ABSTAIN, COUNCIL MEMBERS: None

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

Adopted by Resolution No. 2023-68

RULES AND PROCEDURES FOR
THE CONDUCT OF THE MEETINGS OF THE MARINA CITY COUNCIL
AND AMENDMENTS

1. Purpose. The purpose of these Rules is to establish the procedure for the presentation and determination of matters coming before the Marina City Council, to provide for the fair and efficient consideration of said matters, and to insure that the public is fully informed of the matters coming before the City Council and has an opportunity to witness the deliberations of the members thereof in the conduct of public business, and that proper public involvement in the deliberations of the council be encouraged.

2. Regular Meetings. The City Council shall hold regular meetings on the first and third Tuesday of each month convening at the hour of 5:00 p.m. if there is to be a closed session and convening in open session at the hour of 6:30 p.m. in the Council Chambers of City Hall, 211 Hillcrest Avenue in the City, or such other place within the City limits to which said meeting may be adjourned. If by reason of fire, flood or other emergency it shall be unsafe to meet in City Hall, the meetings may be held for the duration of the emergency at such other place and at such hour as is designated by the Mayor or, if he should fail to act, by three members of the City Council. When the day for any regular meeting falls on a legal holiday, no meeting shall be held on such holiday, but a regular meeting shall be held at the same hour on the following business day.

3. Study Sessions. The City Council shall meet in a study session on the first and third Tuesdays of each month at the hour of 7:00 o'clock p.m. in the Council Chamber of the City Hall, or at such other place as may be determined by the Council, for the purpose of hearing reports from the staff and reviewing, discussing and debating matters of interest to the City. Such sessions shall be open to the public and press. No official action shall be taken at a study session; provided, however, that nothing herein shall be deemed to prevent the taking of an informal vote on any matter under discussion. The participation of the public in such sessions shall be subject to the discretion of the presiding officer.

4. Special Meetings. Special meetings may be called at any time by the mayor, or by three members of the City Council, by delivering personally or by mail written notice to each Council Member and to each local newspaper of general circulation, radio or television station requesting notice in writing. Such notice must be delivered personally or by mail at least twenty-four hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meetings. Such written notice may be dispensed with as to any Council Member who at or prior to the time the meeting convenes files with the City Clerk a written waiver of notice. Such waiver may be given by telegram. Such written notice may also be dispensed with as to any Council Member who is actually present at the meeting at the time it convenes.

5. Meetings to be Public - Exception for Executive Sessions. All regular and special meetings of the City Council shall be public; provided, however, the City Council may hold executive sessions during a regular or special meeting, from which the public may be excluded,

for the purpose of considering the matters referred to in §§54957-54957.6 of the Government Code of the State of California, as may be amended.

No member of the City Council, employee of the City, or any other person present during an executive session of the Council shall disclose to any person the content or substance of any discussion which took place during said executive session unless the City Council shall authorize the disclosure of such information by majority vote.

6. Agenda. All reports, communications, ordinances, resolutions, contract documents or other matters to be submitted to the Council at a regular meeting shall be delivered to the City Clerk not later than 12:00 o'clock noon on the Wednesday preceding the meeting. The City Clerk shall prepare an agenda of all such matters according to the order of business (paragraph 8 herein below). The agenda shall be delivered or otherwise made available to the Council Members on the Friday preceding the Tuesday Council meeting to which it pertains, and shall be made available to the public no later than 10:00 o'clock a.m. on the Monday preceding the meeting. All matters shall be considered by the Council in the order listed on the agenda, to the extent of time available; provided, however, that the order of the agenda may be changed at any time by the unanimous consent of all Council Members then present at a meeting. Agenda items not considered or completed for lack of time shall become agenda items at the following meeting in accordance with the foregoing policies. No matters other than those on the agenda shall be finally acted upon by the Council; provided, however, that a matter deemed to be an emergency by any Council Member, the City Manager or the City Attorney, or a matter which would become moot if not acted upon at the council meeting at which it is brought up, with an explanation of the emergency or other necessity for bringing it up stated in open council meeting, may be placed upon the agenda by a motion, seconded and carried, and then may be considered and acted upon by the Council.

7. Council Correspondence.

a) Availability to the Public. Correspondence addressed to the City Council which is received by the City Clerk or any other officer or employee of the City *becomes a disclosable public record, unless subject to an exemptions under the California Public Records Act, as soon as it is received.* Correspondence received in the City Clerk's office or other offices after 12:00 o'clock noon on the Wednesday preceding a regular meeting shall not be placed on the agenda unless it concerns a matter to be considered by the Council at the next regular meeting or is determined by the Mayor or the City Manager to be an urgent matter which should be brought to the immediate attention of the Council. Correspondence shall not be read aloud at a Council meeting unless requested by a majority vote of the Council.

Authority of City Manager. The City Manager is authorized to open and examine all mail or other written communications addressed to the City Council and to give it immediate attention to the end that all administrative business referred to in said communications and not necessarily requiring Council action may be acted upon between Council meetings.

8. Order of Business and Consideration and Sequence of Agenda Items.

a) The business of the Council shall be taken up for consideration and disposition in the following order:

1. Call to Order 5:00 p.m. (if there is to be a Closed Session)
2. Roll Call and Establishment of Quorum
3. Closed Session (if any)
4. Open Regular Session (6:30 p.m.) - Report Any Action taken in Closed Session
5. Moment of Silence & Pledge of Allegiance
6. Special Presentations
7. Council and Staff Announcements
8. Public Comment – up to a maximum of three (3) minutes
9. Consent Agenda
10. Public Hearings
11. Other Council Action Items
12. Council & Staff Informational Reports
13. Adjournment

b) The Mayor, at their discretion and subject to majority vote overruling them, may re-arrange agenda items, provided that any items `pulled' from Item 9, `Consent Agenda' shall be considered following the last item of Item 11, `Other Council Action Items'.

c) The following shall be the procedure for consideration and sequence of each Agenda Item, including Public Hearings:

1. Mayor Introduces the Agenda Item
2. City Manager/Executive Director (or designee/Council Member) Presents Staff Report
3. Applicant/proponent, when appropriate, up to 10 minutes (at Presiding Officer's discretion)
4. Public Comments
5. Mayor Closes Public Hearing/Public Comments
6. Council Discussion
7. Council Motion and Brief Comment (1 minute each)
8. Council Vote

9. Preparation of Minutes. The City Clerk shall have exclusive responsibility for preparation of action minutes, and any directions for changes in the minutes shall be made only by majority action of the City Council.

10. Reading of Minutes. Unless the reading of the minutes of a Council meeting is ordered by a majority vote of the Council, such minutes may be approved without reading if the City Clerk has previously furnished each Council Member with a copy.

11. Presiding Officer. The Mayor shall be the Presiding Officer at all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tempore shall preside. In the absence of both the Mayor and Mayor Pro Tempore, the City Clerk shall call the Council to order, whereupon a temporary Presiding Officer shall be elected by the Council Members present to serve until the arrival of the Mayor or Mayor Pro Tempore or until adjournment. Wherever in these Rules the term Mayor is used, it shall apply equally to the Presiding Officer as defined in this section.

12. Powers and Duties of Presiding Officer.

a) Participation. The Presiding Officer may move, second, debate and vote from the Chair.

b) Question to be Stated. The Presiding Officer or such member of the City staff as they may designate shall verbally restate each question immediately prior to calling for the vote. Following the vote the City Clerk shall announce whether the question carried or was defeated. The Presiding Officer in their discretion may publicly explain the effect of a vote for the audience, or may direct a member of the City staff to do so, before proceeding to the next item of business.

c) Signing of Documents. The Presiding Officer shall sign all ordinances, resolutions, contracts, and other documents necessitating their signature which were adopted in their presence, unless they are unavailable, in which case the signature of an alternate Presiding Officer may be used.

d) Sworn Testimony. The Presiding Officer may require any person addressing the City Council to be sworn as a witness and to testify under oath, and the Presiding Officer shall so require if directed to do so by a majority vote of the Council.

13. Rules of Debate.

a) Getting the Floor. Every Council Member desiring to speak shall first address the Chair, gain recognition by the Presiding Officer, and shall confine themselves to the question under debate, avoiding personalities and indecorous language.

b) Questions to Staff. Every Council Member desiring to question the City staff shall, after recognition by the Presiding Officer, address their questions to the City Manager, the City Attorney, or to such other department head or member of the City staff as may be appropriate.

c) Interruptions. A Council Member, once recognized, shall not be interrupted when speaking unless called to order by the Presiding Officer, unless a point of order or personal privilege is raised by another Council Member, or unless the speaker chooses to yield to a question by another Council Member. If a Council Member while speaking is called to order, they shall cease speaking until the question of order is determined and, if determined to be in order, may then proceed. Members of the City staff, after recognition by the Presiding Officer,

shall hold the floor until completion of their remarks or until recognition is withdrawn by the Presiding Officer.

d) Points of Order. The Presiding Officer shall determine all points of order subject to the right of any Council Member to appeal to the Council. The Presiding Officer may consult with the City Manager or the City Attorney in connection with determining a point of order, or may refer the question involved to either one for determination. If an appeal is taken, the question shall be, "Shall the decision of the Presiding Officer be sustained?" A majority vote shall conclusively determine such question of order.

e) Point of Personal Privilege. The right of a Council Member to address the Council on a question of personal privilege shall be limited to cases in which their integrity, character or motives are questioned or where the welfare of the Council is concerned. A Council Member raising a point of personal privilege may interrupt another Council Member who has the floor only if the Presiding Officer recognizes the privilege.

f) Privilege of Closing Debate. The Council Member moving the adoption of an ordinance, resolution or motion shall have the privilege of closing debate.

g) Limitation of Debate. No Council Member shall be allowed to speak more than once upon any particular subject until every other Council Member desiring to do so shall have spoken. During each round of discussion, each Council Member shall be allowed to speak for up to five (5) minutes.

14. Ordinances, Resolution and Motions--Precedents. When an ordinance, resolution or motion is properly brought before the Council and seconded by another Council Member, no other action shall be considered except a point of order, or a motion to adjourn to table, to table to a certain time, to close debate, to refer or to amend. Such items shall have precedence in the order stated in the preceding sentence. Points of order shall be ruled upon by the Presiding Officer, provided that such ruling may be overridden by a majority of the Council. All of such motions, except motions to amend, shall be put to a vote without debate and decided by a majority.

Any of the foregoing motions shall be in order at any time the speaker is duly recognized, except when repeated without intervening business or discussion, or if made when the motion to close debate has been adopted or while a vote is being taken.

a) Motion to Table. If a motion to table (without time certain) passes, consideration of the matter may be resumed only upon the motion of a member voting with the majority on the motion to table.

b) Motion to Close Debate. When a motion to close debate is duly made and seconded, there shall be no further debate. If the question carries, the Presiding Officer shall put pending amendment to a vote, without debate, in the inverse order of their introduction before putting the main question. If the question is decided negatively, the main question and its amendments remain before the council

c) Reconsideration. Providing that no intervening rights will be prejudiced, any Council Member who voted with the majority on a question may move the reconsideration of that question at the same meeting in which the original decision was made or at the next following meeting. After a motion for reconsideration has been acted upon, no other similar motion shall be made without unanimous consent.

15. Voting. Three affirmative votes are required to enact an ordinance or to adopt a resolution or motion granting a franchise or authorizing the payment or expenditure of money or incurring of a debt. The majority of a quorum is required to adopt other resolutions or motions. A "majority" refers to a majority of the quorum present.

Every ordinance shall be adopted by a roll call vote. All other matters may be referred to a vote unless a roll call is requested by any Council Member. On all matters for which a voice vote is authorized, the Presiding Officer may ask for, "objections to the question?" If no objection is expressed, the Presiding Officer shall, "so order," and the minutes shall record a unanimous vote in favor. If any Council Member objects to the procedure, a roll call vote shall be call in the normal manner.

After a vote has been announced, and except for comments pursuant to Rule 22, no Council member shall comment or continue to debate the vote.

16. Failure to Vote. Every Council Member should vote unless disqualified by reason of a conflict of interest. A Council Member who abstains from voting in effect consents that a majority of the quorum may decide the question voted upon.

17. Silence Constitutes Affirmative Vote. Unless a member of the Council states that they are not voting, their silence shall be recorded as an affirmative vote.

18. Tie Vote. Tie votes shall be lost motions and may be reconsidered.

19. Changing Vote. A member may change their vote only if they make a timely request to do so immediately following the announcement of the vote by the City Clerk and prior to the time that the next item in the order of business is taken up. A Council Member who publicly announces that they are abstaining from voting on a particular matter shall not subsequently be allowed to withdraw their abstention.

20. Disqualification for Conflict of Interest. Any Council Member who is disqualified from voting on a particular matter by reason of a conflict of interest shall publicly state or have the Presiding Officer state the nature of such disqualification in open meeting. Where no clearly disqualifying conflict of interest appears, the matter of disqualification may, at the request of the Council Member affected, be decided by the other Council Members or the City Attorney. A Council Member who is disqualified by reason of a conflict in interest in any matter shall not remain in their seat during the debate and vote on such matter, but shall request and be given the permission of the Presiding Officer to step down from the Council table. The Council Member

stating such disqualification shall not be counted as a part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter.

21. Ex Parte Communications for Quasi-Judicial Matters. On quasi-judicial matters, Councilmembers shall verbally disclose off the record contacts relating to the item, after the item is called and before Council consideration of the matter. Disclosure shall include the identity of an individual(s) with whom the Council Member had contact, and the nature of the contact. Written ex parte communications must be forwarded to the City Clerk so they can be provided to the entire Council and to the public.

22. Remarks of Council Member and Synopsis of Debate. A Council Member may request through the Presiding Officer the privilege of having an abstract of their statement on any subject under consideration by the Council entered in the minutes. If the Council consents thereto, such statement shall be entered in the minutes.

23. Protest against Council Action. Any Council Member shall have the right to have the reasons for their dissent from, or protest against, any action of the Council entered in the minutes. Such dissent or protest to be entered in the minutes shall be made in the following manner: “I would like the minutes to show that I am opposed to this action for the following reasons...”.

24. Rules of Order. Except as otherwise provided in these Rules, other rules adopted by the City Council or applicable provisions of State law, the procedures of the Council shall be governed, to the extent applicable, by the latest revised edition of Robert’s Rules of Order.

25. Failure to Observe Rules of Order. Rules adopted to expedite the transaction of the business of the Council in an orderly fashion are deemed to be procedural only and the failure to strictly observe such rules shall not affect the jurisdiction of the Council or invalidate any action taken at a meeting that is otherwise held in conformity with law.

26. Ordinances, Resolutions and Contracts.

a) All ordinances Shall be Prepared by the City Attorney. No ordinance shall be prepared for presentation to the Council unless ordered by a majority vote of the Council, or requested by the Mayor, or City Manager, or prepared by the City Attorney on their own initiative.

b) Prior Approval by Administrative Staff. All ordinances, resolutions and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney and shall have been examined and approved for administration by the City Manager or their authorized representative.

27. Reading of Ordinances and Resolutions. At the time of adoption of an ordinance or a resolution, it shall be read in full unless, after the reading of the title thereof, the further reading thereof is waived by unanimous consent of the Council Members present. Such consent may be expressed by a statement by the Presiding Officer that “if there is no objection, the further

reading of the ordinance or resolution shall be waived." If any Council Member so requests, the ordinance or resolution shall be read in full.

28. Addressing the Council.

a) Manner of Addressing Council. Each person desiring to address the Council shall, unless time is limited or otherwise specifically provided for in these rules or is granted by majority vote of the Council, limit their remarks to three (3) minutes, *which may be limited at the discretion of the Mayor depending on time available and the number of speakers*. All remarks shall be addressed to the Council as a whole and not to any member thereof.

b) Spokesman for Group of Persons. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the Presiding Officer to request that a spokesperson be chosen by the group to address the Council and, in case additional information or matters are to be presented by any other member of said group, to limit the number of such persons addressing the Council.

c) After Motion. After a motion has been made or a public hearing has been closed, no member of the public shall address the Council from the audience on the matter under consideration without first securing permission to do so by the City Council.

29. Rules of Decorum.

a) Council Members. While the Council is in session, the Members must preserve order and decorum, and a Member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council nor disturb any Member while speaking or refuse to obey the orders of the Presiding Officer.

b) Employees. Members of the City staff and employees shall observe the same rules of order and decorum as are applicable to the City Council.

c) Persons Addressing the Council. Any person making impertinent, slanderous or profane remarks, or who becomes boisterous while addressing the Council, shall be called to order by the Presiding Officer and, if such conduct continues, may at the discretion of the Presiding Officer be barred from further audience before the Council during that meeting, unless permission to continue be granted by a majority of the Council.

d) Members of the Audience. Any person in the audience who engages in disorderly conduct such as hand clapping, stamping of feet, whistling, using profane language, yelling, and similar demonstrations, which conduct disturbs the peace and good order of the meeting, or who refuses to comply with the lawful orders of the Presiding Officer, shall be guilty of an infraction, and upon instructions from the Presiding Officer, it shall be the duty of the Sergeant at Arms to remove any such person from the Council Chamber and to place him under arrest or otherwise cause him to be prosecute under the law.

30. Enforcement of Decorum. The Director of Public Safety or such member or members of the Public Safety Department as they may designate, shall be Sergeant at Arms of the City Council and shall carry out all orders given by the Presiding Officer for the purpose of maintaining order and decorum at the Council meetings. Any Council Member may move to require the Presiding Officer to enforce the rules, and the affirmative vote of a majority of the Council shall require him to do so.

31. Public Hearings. The following rules shall apply to all public hearings, except when proceedings are held under general laws of the State of California which require different procedures

a) The Mayor shall state the subject matter of the hearing and declare the public hearing open. Before doing so, they may determine whether or not there are proponents or opponents who wish to make presentations, how many persons wish to be heard or other matters which may affect the conduct of the proceedings. The Mayor may impose and announce reasonable time limits on presentations or oral arguments by the public.

b) The City Manager or appropriate staff member shall give a factual summary of the matter.

c) Council Members shall disclose any ex parte communications.

d) The proponents shall be heard. (Written correspondence shall be summarized by the Clerk.)

e) The opponents shall be heard. (Written correspondence shall be summarized by the Clerk.

f) Each side shall be given a reasonable time for rebuttal. Additional speakers must limit their remarks to providing new information that was not already covered by other speakers.

g) Prior to the close of the public hearing, the Mayor shall give those persons wishing to place their names on the record as being for or against, without presenting an oral argument, an opportunity to do so.

h) The public hearing shall be declared closed.

i) The Council shall discuss and determine the matter.

j) After the public hearing is closed, the public shall not be recognized to speak except to answer any question not covered in the public hearing, and provided that whenever any such answer is given, the opposing side shall be given an opportunity to present facts in rebuttal of the answer given.

32. Policy on Public Input. It is the declared policy of the City Council that any member of the public wishing to be heard on a matter under consideration by the City Council shall be given

a reasonable opportunity to do so. Prior to the vote on any issue, the Mayor shall determine whether or not anyone present wishes to be heard. The Mayor may establish reasonable time limits for oral presentations and shall limit the presentation to the matter before the City Council at that time.

33. Absences from Council Meetings. Pursuant to Government Code §36513, if a City Council Member is absent without permission from all regular Council meetings for 60 days consecutively from the last regular meeting he attended, their office becomes vacant and shall be filled by the Council as any other vacancy. In addition, should any Council Member be absent from two (2) consecutive regular Council meetings, or from three (3) regular Council meetings in any six-month period, without permission from (i.e., not excused for good cause) the Council, the Council may determine that the best interests of the City would be served by said Council Member's resignation, and may request such resignation in a letter authorized by vote of the Council.

34. Automatic Adjournment. Unless otherwise adjourned, all meetings of the City Council shall automatically be adjourned at 10:00 o'clock p.m., except that a majority may by one or more motions act to extend the automatic adjournment for completion of a particular item or items, as specified in the motion to extend the time of adjournment.

35. Amendment of Rules. These rules may be amended by an affirmative vote of a majority of a quorum; provided, however, that except as to rules relating to adjournment, where a provision of these rules requires action by a specific affirmative vote which is greater than a majority of a quorum, then amendment to that rule requires the same vote required for the rule proposed to be amended.

EXHIBIT B

May 31, 2023 Item No. **13c**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 20, 2023

CITY COUNCIL CONSIDER ADOPTING RESOLUTION 2023- , AMENDING THE CITY'S RULES AND PROCEDURES FOR THE CONDUCT OF MEETINGS

REQUEST:

It is requested the City Council consider:

1. Adopting Resolution No. 2023- , which further amends the Rules and Procedures for the Conduct of Meetings (**EXHIBIT 1**).

BACKGROUND:

On December 12, 1980, the City Council adopted Resolution No. 80-71, "Establishing the Rules and Procedures for the Conduct of Meetings of the City Council" ("Rules and Procedures"). The Rules and Procedures govern Council conduct, and include provisions for setting meetings, order of the agendas, Council debate, and conflicts of interest. Council directed staff to bring forward proposals regarding the Rules and Procedures to increase public engagement and improve meeting efficiency. At its meeting on November 15, 2022, the Council approved Resolution 2022-138, authorizing revisions to the Rules and Procedures. A link to the staff report can be found at: https://www.cityofmarina.org/AgendaCenter/ViewFile/Agenda/_11152022-377.

DISCUSSION:

The City Council has been successfully implementing the new Rules and Procedures, and some additional changes have been proposed to increase meeting efficiency, and address new concerns.

A. Paragraph 7 – Council Correspondence

From time to time, Council Members have prepared written comments or presentations in regard to meeting agenda items. Providing materials in advance of the meeting would allow City staff the opportunity to make copies, review and/or respond if needed, and ensure any technical difficulties are addressed. Proposed language regarding such a policy is shown in italicized text as follows:

7. Council Correspondence.

   c) Council members providing written comments or materials regarding agenda items must provide such materials to the City Clerk no later than 10:00 a.m. the day of the Council meeting.

Council Members must keep in mind that their written comments should not be distributed to other Council Members outside of the public meeting.

Paragraph 8 - Consideration and Sequence of Agenda Items

In November, Council also approved changes to 8 c) regarding the sequence of an agenda item. Once the agenda item is presented by staff and the applicant/proponent, if any, the matter should be referred to the public for comment. Prior to public comment, the Council agreed that the only questions from Council would be "technical questions" that are imperative to understanding of the presentation and matter before Council, e.g., "*Is the contract for two or three years?" or "Is the not-to-exceed amount of $50,000 correct?"* All other questions (and discussion) by Council should be deferred until after the public has had the opportunity to provide input. In practice, the questions typically segue into extended discussion prior to soliciting the public comment. Proposed modifications to the sequence are shown in strike-out text below:

c) The following shall be the procedure for consideration and sequence of each Agenda Item, including Public Hearings:

1. Mayor Introduces the Agenda Item
2. City Manager/Executive Director (or designee/Council Member) Presents Staff Report
3. Applicant/proponent, when appropriate, up to ten (10) minutes (at Presiding Officer's discretion)
~~4. City Council Clarifying *Technical* Questions of Staff and Applicant/Proponent~~
4. *Public Comments*
5. Mayor Closes Public Hearing/Public Comments
6. Council Discussion
7. Council Motion and Brief Comment (1 minute each)
8. Council Vote

B. Paragraph 9 – Preparation of the Minutes

Council approved *"*action" minutes, which is recommended by Robert's Rules of Order. Action minutes will reduce staff time and effort required to prepare detailed minutes, which are no longer needed given current Council meetings are recorded and available through AMP and YouTube. Paragraph 9 of the Rules was modified accordingly. Council directed staff to come back with guidelines and samples for action minutes. A sample is attached as **EXHIBIT 2**. Guidelines can be developed as experience is gained in creating action minutes.

C. Paragraph 13 – Debate

To enhance equitable debate, and manage time more efficiently, Council approved a modification to the Rules to limit the initial comment period by Councilmembers to five (5) minutes. However, Council may have intended the five (5)-minute limit to apply to those Councilmembers participating in additional rounds of discussion. Proposed deletions are noted in strikeout font; proposed additions are in italicized, underlined text:

13. Rules of Debate.

g) Limitation of Debate. No Council Member shall be allowed to speak more than once upon any particular subject until every other Council Member desiring to do so shall have spoken. During *each* ~~the~~ ~~initial~~ round of discussion, each Council Member shall be allowed to speak for up to five (5) minutes.

D. New Rule – Ex Parte Disclosure

Rules regulating disclosure of ex parte communications to decision makers have arisen from concerns regarding fairness and due process rights. An ex parte communication is any material or substantive oral or written communication with a Council Member that is relevant to an adjudicatory or quasi-judicial proceeding (such as a public hearing) that takes place outside of a noticed proceeding open to all parties. The same concerns do not apply with purely legislative proceedings such as adopting an ordinance.

Generally, quasi-judicial proceedings are identified by whether a) the matter requires advance notice and hearing; b) the decision must be based upon specific findings of fact; and c) the decision applies law to specific facts to make a determination of a specific person's rights or interests.

Ex parte communications include oral and written information, but can also include other input, such as information obtained during a site visit. Non-substantive communications that do not include factual information to influence a Council Member do not violate due process.

Case law makes clear that pre-hearing disclosure of ex parte communications protects the due process rights of the non-present parties to the matter. The disclosure should be complete and detailed. Ex parte communications between the Council's closure of public hearing and decision should be prohibited, i.e., the decision is delayed to a future meeting for example.

Language could be added to the Rules as a stand-alone rule, following conflicts of interest, and in regards to public hearings.

Proposed additions are shown in italicized text:

> *21. Ex Parte Communications for Quasi-Judicial Matters. On quasi-judicial matters, Councilmembers shall verbally disclose off the record contacts relating to the item, after the item is called and before Council consideration of the matter. Disclosure shall include the identity of an individual(s) with whom the Council Member had contact, and the nature of the contact. Written ex parte communications must be forwarded to the City Clerk so they can be provided to the entire Council and to the public.*

3~~0~~*1*. Public Hearings. The following rules shall apply to all public hearings, except when proceedings are held under general laws of the State of California that require different procedures

a) The Mayor shall state the subject matter of the hearing and declare the public hearing open. Before doing so, they may determine whether or not there are proponents or opponents who wish to make presentations, how many persons wish to be heard, or other matters which may affect the conduct of the proceedings. The Mayor may impose and announce reasonable time limits on presentations or oral arguments by the public.

b) The City Manager or appropriate staff member shall give a factual summary of the matter.

c) Council Members shall disclose any ex parte communications.

. . .

CEQA:

Adoption of Resolution 2023- , which amends the City's Rules and is not subject to California Environmental Quality Act (CEQA) as it is not a "project" pursuant to Section 15378 of the CEQA Guidelines.

FISCAL IMPACT:

None identified.

CONCLUSION:

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

Respectfully submitted,

Heidi A. Quinn

_____

Heidi Quinn
Interim City Attorney
City of Marina

Exhibit 1

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING THE RULES AND PROCEDURES FOR THE CONDUCT OF MEETINGS

WHEREAS, at the regular meeting of December 12, 1980, the City Council adopted Resolution No. 80-71 Establishing the Rules and Procedures for the Conduct of Meetings of the City Council ("Rules and Procedures");

WHEREAS, the City Council previously amended the Rules and Procedures by adopting Resolution Nos. 85-1, 90-09, 91-17, 92-30, 94-15, 98-03, 99-01, 2001-106, 2009-41, 2011-32, 2011-33, 2011-65, and 2019-107 (collectively, "Amendments");

WHEREAS, at its meeting on November 15, 2022, the Council approved Resolution 2022-138 authorizing revisions to the Rules and Procedures;

WHEREAS, staff proposes further modifications to Rules and Procedures, as provided in Exhibit A attached hereto, specifically to Paragraph 7 regarding Council Correspondence, Paragraph 8 regarding the Consideration and Sequence of Agenda Items, Paragraph 13 regarding Debate, and new Paragraph 21 regarding Ex Parte Disclosures; and

WHEREAS, amendment of the Rules and Procedures is not subject to California Environmental Quality Act (CEQA) as it is not a "project" pursuant to Section 15378 of the CEQA Guidelines.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Rules and Procedures. The Rules and Procedures shall be modified as set forth in Exhibit A, RULES AND PROCEDURES FOR THE CONDUCT OF THE MEETINGS OF THE MARINA CITY COUNCIL AND AMENDMENTS, attached hereto and incorporated by reference.

Section 3. Effective Date of Resolution. This Resolution shall take effect on immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held this 20th day of June 2023, 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

Adopted by Resolution No. 2023-

PROPOSED RULES AND PROCEDURES FOR THE CONDUCT OF THE MEETINGS OF THE MARINA CITY COUNCIL AND AMENDMENTS

1. Purpose. The purpose of these Rules is to establish the procedure for the presentation and determination of matters coming before the Marina City Council, to provide for the fair and efficient consideration of said matters, and to insure that the public is fully informed of the matters coming before the City Council and has an opportunity to witness the deliberations of the members thereof in the conduct of public business, and that proper public involvement in the deliberations of the council be encouraged.

2. Regular Meetings. The City Council shall hold regular meetings on the first and third Tuesday of each month convening at the hour of 5:00 p.m. if there is to be a closed session and convening in open session at the hour of 6:30 p.m. in the Council Chambers of City Hall, 211 Hillcrest Avenue in the City, or such other place within the City limits to which said meeting may be adjourned. If by reason of fire, flood or other emergency it shall be unsafe to meet in City Hall, the meetings may be held for the duration of the emergency at such other place and at such hour as is designated by the Mayor or, if he should fail to act, by three members of the City Council. When the day for any regular meeting falls on a legal holiday, no meeting shall be held on such holiday, but a regular meeting shall be held at the same hour on the following business day.

3. Study Sessions. The City Council shall meet in a study session on the first and third Tuesdays of each month at the hour of 7:00 o'clock p.m. in the Council Chamber of the City Hall, or at such other place as may be determined by the Council, for the purpose of hearing reports from the staff and reviewing, discussing and debating matters of interest to the City. Such sessions shall be open to the public and press. No official action shall be taken at a study session; provided, however, that nothing herein shall be deemed to prevent the taking of an informal vote on any matter under discussion. The participation of the public in such sessions shall be subject to the discretion of the presiding officer.

4. Special Meetings. Special meetings may be called at any time by the mayor, or by three members of the City Council, by delivering personally or by mail written notice to each Council Member and to each local newspaper of general circulation, radio or television station requesting notice in writing. Such notice must be delivered personally or by mail at least twenty-four hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meetings. Such written notice may be dispensed with as to any Council Member who at or prior to the time the meeting convenes files with the City Clerk a written waiver of notice. Such waiver may be given by telegram. Such written notice may also be dispensed with as to any Council Member who is actually present at the meeting at the time it convenes.

5. Meetings to be Public - Exception for Executive Sessions. All regular and special meetings of the City Council shall be public; provided, however, the City Council may hold executive sessions during a regular or special meeting, from which the public may be excluded, for the purpose of considering the matters referred to in §§54957-54957.6 of the Government Code of the State of California, as may be amended.

No member of the City Council, employee of the City, or any other person present during an executive session of the Council shall disclose to any person the content or substance of any discussion which took place during said executive session unless the City Council shall authorize the disclosure of such information by majority vote.

6. Agenda. All reports, communications, ordinances, resolutions, contract documents or other matters to be submitted to the Council at a regular meeting shall be delivered to the City Clerk not later than 12:00 o'clock noon on the Wednesday preceding the meeting. The City Clerk shall prepare an agenda of all such matters according to the order of business (paragraph 8 herein below). The agenda shall be delivered or otherwise made available to the Council Members on the Friday preceding the Tuesday Council meeting to which it pertains, and shall be made available to the public no later than 10:00 o'clock a.m. on the Monday preceding the meeting. All matters shall be considered by the Council in the order listed on the agenda, to the extent of time available; provided, however, that the order of the agenda may be changed at any time by the unanimous consent of all Council Members then present at a meeting. Agenda items not considered or completed for lack of time shall become agenda items at the following meeting in accordance with the foregoing policies. No matters other than those on the agenda shall be finally acted upon by the Council; provided, however, that a matter deemed to be an emergency by any Council Member, the City Manager or the City Attorney, or a matter which would become moot if not acted upon at the council meeting at which it is brought up, with an explanation of the emergency or other necessity for bringing it up stated in open council meeting, may be placed upon the agenda by a motion, seconded and carried, and then may be considered and acted upon by the Council.

7. Council Correspondence.

a) Availability to the Public. Correspondence addressed to the City Council which is received by the City Clerk or any other officer or employee of the City *becomes a disclosable public record, unless subject to an exemptions under the California Public Records Act, as soon as it is received*. Correspondence received in the City Clerk's office or other offices after 12:00 o'clock noon on the Wednesday preceding a regular meeting shall not be placed on the agenda unless it concerns a matter to be considered by the Council at the next regular meeting or is determined by the Mayor or the City Manager to be an urgent matter which should be brought to the immediate attention of the Council. Correspondence shall not be read aloud at a Council meeting unless requested by a majority vote of the Council.

b) Authority of City Manager. The City Manager is authorized to open and examine all mail or other written communications addressed to the City Council and to give it immediate attention to the end that all administrative business referred to in said communications and not necessarily requiring Council action may be acted upon between Council meetings.

c) Council members providing written comments or materials regarding agenda items must provide such materials to the City Clerk no later than 10:00 a.m. the day of the Council meeting.

8. Order of Business and Consideration and Sequence of Agenda Items.

a) The business of the Council shall be taken up for consideration and disposition in the following order:

1. Call to Order 5:00 p.m. (if there is to be a Closed Session)
2. Roll Call and Establishment of Quorum
3. Closed Session (if any)
4. Open Regular Session (6:30 p.m.) - Report Any Action taken in Closed Session
5. Moment of Silence & Pledge of Allegiance
6. Special Presentations
7. Council and Staff Announcements
8. Public Comment – up to a maximum of three (3) minutes
9. Consent Agenda
10. Public Hearings
11. Other Council Action Items
12. Council & Staff Informational Reports
13. Adjournment

b) The Mayor, at their discretion and subject to majority vote overruling them, may re-arrange agenda items, provided that any items `pulled' from Item 9, `Consent Agenda' shall be considered following the last item of Item 11, `Other Council Action Items'.

c) The following shall be the procedure for consideration and sequence of each Agenda Item, including Public Hearings:

1. Mayor Introduces the Agenda Item
2. City Manager/Executive Director (or designee/Council Member) Presents Staff Report
3. Applicant/proponent, when appropriate, up to 10 minutes (at Presiding Officer's discretion)
4. Public Comments
5. Mayor Closes Public Hearing/Public Comments
6. Council Discussion
7. Council Motion and Brief Comment (1 minute each)
8. Council Vote

9. Preparation of Minutes. The City Clerk shall have exclusive responsibility for preparation of action minutes, and any directions for changes in the minutes shall be made only by majority action of the City Council.

10. Reading of Minutes. Unless the reading of the minutes of a Council meeting is ordered by a majority vote of the Council, such minutes may be approved without reading if the City Clerk has previously furnished each Council Member with a copy.

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11. Presiding Officer. The Mayor shall be the Presiding Officer at all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tempore shall preside. In the absence of both the Mayor and Mayor Pro Tempore, the City Clerk shall call the Council to order, whereupon a temporary Presiding Officer shall be elected by the Council Members present to serve until the arrival of the Mayor or Mayor Pro Tempore or until adjournment. Wherever in these Rules the term Mayor is used, it shall apply equally to the Presiding Officer as defined in this section.

12. Powers and Duties of Presiding Officer.

a) Participation. The Presiding Officer may move, second, debate and vote from the Chair.

b) Question to be Stated. The Presiding Officer or such member of the City staff as they may designate shall verbally restate each question immediately prior to calling for the vote. Following the vote the City Clerk shall announce whether the question carried or was defeated. The Presiding Officer in their discretion may publicly explain the effect of a vote for the audience, or may direct a member of the City staff to do so, before proceeding to the next item of business.

c) Signing of Documents. The Presiding Officer shall sign all ordinances, resolutions, contracts, and other documents necessitating their signature which were adopted in their presence, unless they are unavailable, in which case the signature of an alternate Presiding Officer may be used.

d) Sworn Testimony. The Presiding Officer may require any person addressing the City Council to be sworn as a witness and to testify under oath, and the Presiding Officer shall so require if directed to do so by a majority vote of the Council.

13. Rules of Debate.

a) Getting the Floor. Every Council Member desiring to speak shall first address the Chair, gain recognition by the Presiding Officer, and shall confine themselves to the question under debate, avoiding personalities and indecorous language.

b) Questions to Staff. Every Council Member desiring to question the City staff shall, after recognition by the Presiding Officer, address their questions to the City Manager, the City Attorney, or to such other department head or member of the City staff as may be appropriate.

c) Interruptions. A Council Member, once recognized, shall not be interrupted when speaking unless called to order by the Presiding Officer, unless a point of order or personal privilege is raised by another Council Member, or unless the speaker chooses to yield to a question by another Council Member. If a Council Member while speaking is called to order, they shall cease speaking until the question of order is determined and, if determined to be in order, may then proceed. Members of the City staff, after recognition by the Presiding Officer, shall hold the floor until completion of their remarks or until recognition is withdrawn by the Presiding Officer.

d) Points of Order. The Presiding Officer shall determine all points of order subject to the right of any Council Member to appeal to the Council. The Presiding Officer may consult with

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the City Manager or the City Attorney in connection with determining a point of order, or may refer the question involved to either one for determination. If an appeal is taken, the question shall be, "Shall the decision of the Presiding Officer be sustained?" A majority vote shall conclusively determine such question of order.

e) Point of Personal Privilege. The right of a Council Member to address the Council on a question of personal privilege shall be limited to cases in which their integrity, character or motives are questioned or where the welfare of the Council is concerned. A Council Member raising a point of personal privilege may interrupt another Council Member who has the floor only if the Presiding Officer recognizes the privilege.

f) Privilege of Closing Debate. The Council Member moving the adoption of an ordinance, resolution or motion shall have the privilege of closing debate.

g) Limitation of Debate. No Council Member shall be allowed to speak more than once upon any particular subject until every other Council Member desiring to do so shall have spoken. During each round of discussion, each Council Member shall be allowed to speak for up to five (5) minutes.

14. Ordinances, Resolution and Motions--Precedents. When an ordinance, resolution or motion is properly brought before the Council and seconded by another Council Member, no other action shall be considered except a point of order, or a motion to adjourn to table, to table to a certain time, to close debate, to refer or to amend. Such items shall have precedence in the order stated in the preceding sentence. Points of order shall be ruled upon by the Presiding Officer, provided that such ruling may be overridden by a majority of the Council. All of such motions, except motions to amend, shall be put to a vote without debate and decided by a majority.

Any of the foregoing motions shall be in order at any time the speaker is duly recognized, except when repeated without intervening business or discussion, or if made when the motion to close debate has been adopted or while a vote is being taken.

a) Motion to Table. If a motion to table (without time certain) passes, consideration of the matter may be resumed only upon the motion of a member voting with the majority on the motion to table.

b) Motion to Close Debate. When a motion to close debate is duly made and seconded, there shall be no further debate. If the question carries, the Presiding Officer shall put pending amendment to a vote, without debate, in the inverse order of their introduction before putting the main question. If the question is decided negatively, the main question and its amendments remain before the council

c) Reconsideration. Providing that no intervening rights will be prejudiced, any Council Member who voted with the majority on a question may move the reconsideration of that question at the same meeting in which the original decision was made or at the next following meeting. After a motion for reconsideration has been acted upon, no other similar motion shall be made without unanimous consent.

15. Voting. Three affirmative votes are required to enact an ordinance or to adopt a resolution or motion granting a franchise or authorizing the payment or expenditure of money or incurring of a debt. The majority of a quorum is required to adopt other resolutions or motions. A "majority" refers to a majority of the quorum present.

Every ordinance shall be adopted by a roll call vote. All other matters may be referred to a vote unless a roll call is requested by any Council Member. On all matters for which a voice vote is authorized, the Presiding Officer may ask for, "objections to the question?" If no objection is expressed, the Presiding Officer shall, "so order," and the minutes shall record a unanimous vote in favor. If any Council Member objects to the procedure, a roll call vote shall be call in the normal manner.

After a vote has been announced, and except for comments pursuant to Rule 22, no Council member shall comment or continue to debate the vote.

16. Failure to Vote. Every Council Member should vote unless disqualified by reason of a conflict of interest. A Council Member who abstains from voting in effect consents that a majority of the quorum may decide the question voted upon.

17. Silence Constitutes Affirmative Vote. Unless a member of the Council states that they are not voting, their silence shall be recorded as an affirmative vote.

18. Tie Vote. Tie votes shall be lost motions and may be reconsidered.

19. Changing Vote. A member may change their vote only if they make a timely request to do so immediately following the announcement of the vote by the City Clerk and prior to the time that the next item in the order of business is taken up. A Council Member who publicly announces that they are abstaining from voting on a particular matter shall not subsequently be allowed to withdraw their abstention.

20. Disqualification for Conflict of Interest. Any Council Member who is disqualified from voting on a particular matter by reason of a conflict of interest shall publicly state or have the Presiding Officer state the nature of such disqualification in open meeting. Where no clearly disqualifying conflict of interest appears, the matter of disqualification may, at the request of the Council Member affected, be decided by the other Council Members or the City Attorney. A Council Member who is disqualified by reason of a conflict in interest in any matter shall not remain in their seat during the debate and vote on such matter, but shall request and be given the permission of the Presiding Officer to step down from the Council table. The Council Member stating such disqualification shall not be counted as a part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter.

21. Ex Parte Communications for Quasi-Judicial Matters. On quasi-judicial matters, Councilmembers shall verbally disclose off the record contacts relating to the item, after the item is called and before Council consideration of the matter. Disclosure shall include the identity of an individual(s) with whom the Council Member had contact, and the nature of the contact. Written

ex parte communications must be forwarded to the City Clerk so they can be provided to the entire Council and to the public.

22. Remarks of Council Member and Synopsis of Debate. A Council Member may request through the Presiding Officer the privilege of having an abstract of their statement on any subject under consideration by the Council entered in the minutes. If the Council consents thereto, such statement shall be entered in the minutes.

23. Protest against Council Action. Any Council Member shall have the right to have the reasons for their dissent from, or protest against, any action of the Council entered in the minutes. Such dissent or protest to be entered in the minutes shall be made in the following manner: "I would like the minutes to show that I am opposed to this action for the following reasons...".

24. Rules of Order. Except as otherwise provided in these Rules, other rules adopted by the City Council or applicable provisions of State law, the procedures of the Council shall be governed, to the extent applicable, by the latest revised edition of Robert's Rules of Order.

25. Failure to Observe Rules of Order. Rules adopted to expedite the transaction of the business of the Council in an orderly fashion are deemed to be procedural only and the failure to strictly observe such rules shall not affect the jurisdiction of the Council or invalidate any action taken at a meeting that is otherwise held in conformity with law.

26. Ordinances, Resolutions and Contracts.

a) All ordinances Shall be Prepared by the City Attorney. No ordinance shall be prepared for presentation to the Council unless ordered by a majority vote of the Council, or requested by the Mayor, or City Manager, or prepared by the City Attorney on their own initiative.

b) Prior Approval by Administrative Staff. All ordinances, resolutions and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney and shall have been examined and approved for administration by the City Manager or their authorized representative.

27. Reading of Ordinances and Resolutions. At the time of adoption of an ordinance or a resolution, it shall be read in full unless, after the reading of the title thereof, the further reading thereof is waived by unanimous consent of the Council Members present. Such consent may be expressed by a statement by the Presiding Officer that "if there is no objection, the further reading of the ordinance or resolution shall be waived." If any Council Member so requests, the ordinance or resolution shall be read in full.

28. Addressing the Council.

a) Manner of Addressing Council. Each person desiring to address the Council shall, unless time is limited or otherwise specifically provided for in these rules or is granted by majority vote of the Council, limit their remarks to three (3) minutes, *which may be limited at the discretion*

of the Mayor depending on time available and the number of speakers. All remarks shall be addressed to the Council as a whole and not to any member thereof.

b) Spokesman for Group of Persons. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the Presiding Officer to request that a spokesperson be chosen by the group to address the Council and, in case additional information or matters are to be presented by any other member of said group, to limit the number of such persons addressing the Council.

c) After Motion. After a motion has been made or a public hearing has been closed, no member of the public shall address the Council from the audience on the matter under consideration without first securing permission to do so by the City Council.

29. Rules of Decorum.

a) Council Members. While the Council is in session, the Members must preserve order and decorum, and a Member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council nor disturb any Member while speaking or refuse to obey the orders of the Presiding Officer.

b) Employees. Members of the City staff and employees shall observe the same rules of order and decorum as are applicable to the City Council.

c) Persons Addressing the Council. Any person making impertinent, slanderous or profane remarks, or who becomes boisterous while addressing the Council, shall be called to order by the Presiding Officer and, if such conduct continues, may at the discretion of the Presiding Officer be barred from further audience before the Council during that meeting, unless permission to continue be granted by a majority of the Council.

d) Members of the Audience. Any person in the audience who engages in disorderly conduct such as hand clapping, stamping of feet, whistling, using profane language, yelling, and similar demonstrations, which conduct disturbs the peace and good order of the meeting, or who refuses to comply with the lawful orders of the Presiding Officer, shall be guilty of an infraction, and upon instructions from the Presiding Officer, it shall be the duty of the Sergeant at Arms to remove any such person from the Council Chamber and to place him under arrest or otherwise cause him to be prosecute under the law.

30. Enforcement of Decorum. The Director of Public Safety or such member or members of the Public Safety Department as they may designate, shall be Sergeant at Arms of the City Council and shall carry out all orders given by the Presiding Officer for the purpose of maintaining order and decorum at the Council meetings. Any Council Member may move to require the Presiding Officer to enforce the rules, and the affirmative vote of a majority of the Council shall require him to do so.

31. Public Hearings. The following rules shall apply to all public hearings, except when proceedings are held under general laws of the State of California which require different procedures

a) The Mayor shall state the subject matter of the hearing and declare the public hearing open. Before doing so, they may determine whether or not there are proponents or opponents who wish to make presentations, how many persons wish to be heard or other matters which may affect the conduct of the proceedings. The Mayor may impose and announce reasonable time limits on presentations or oral arguments by the public.

b) The City Manager or appropriate staff member shall give a factual summary of the matter.

c) Council Members shall disclose any ex parte communications.

d) The proponents shall be heard. (Written correspondence shall be summarized by the Clerk.)

e) The opponents shall be heard. (Written correspondence shall be summarized by the Clerk.

f) Each side shall be given a reasonable time for rebuttal. Additional speakers must limit their remarks to providing new information that was not already covered by other speakers.

g) Prior to the close of the public hearing, the Mayor shall give those persons wishing to place their names on the record as being for or against, without presenting an oral argument, an opportunity to do so.

h) The public hearing shall be declared closed.

i) The Council shall discuss and determine the matter.

j) After the public hearing is closed, the public shall not be recognized to speak except to answer any question not covered in the public hearing, and provided that whenever any such answer is given, the opposing side shall be given an opportunity to present facts in rebuttal of the answer given.

32. Policy on Public Input. It is the declared policy of the City Council that any member of the public wishing to be heard on a matter under consideration by the City Council shall be given a reasonable opportunity to do so. Prior to the vote on any issue, the Mayor shall determine whether or not anyone present wishes to be heard. The Mayor may establish reasonable time limits for oral presentations and shall limit the presentation to the matter before the City Council at that time.

33. Absences from Council Meetings. Pursuant to Government Code §36513, if a City Council Member is absent without permission from all regular Council meetings for 60 days consecutively from the last regular meeting he attended, their office becomes vacant and shall be filled by the

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Council as any other vacancy. In addition, should any Council Member be absent from two (2) consecutive regular Council meetings, or from three (3) regular Council meetings in any six-month period, without permission from (i.e., not excused for good cause) the Council, the Council may determine that the best interests of the City would be served by said Council Member's resignation, and may request such resignation in a letter authorized by vote of the Council.

34. Automatic Adjournment. Unless otherwise adjourned, all meetings of the City Council shall automatically be adjourned at 10:00 o'clock p.m., except that a majority may by one or more motions act to extend the automatic adjournment to not later than a specified time, or for completion of a particular item or items, as specified in the motion to extend the time of adjournment.

35. Amendment of Rules. These rules may be amended by an affirmative vote of a majority of a quorum; provided, however, that except as to rules relating to adjournment, where a provision of these rules requires action by a specific affirmative vote which is greater than a majority of a quorum, then amendment to that rule requires the same vote required for the rule proposed to be amended.

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Exhibit 2 - Proposed Guidelines for Action Minutes

Action minutes record what is done, not what is said. Detailed minutes of discussion can be subjective and aren't necessary given meetings are recorded.

Public hearings, Council study sessions and committee meeting minutes may include more detail.

What to Include:

- Each main motion and its disposition (passed, failed, referred, postponed, etc.).
- Include all points of order, appeals, and the result. If a motion does not receive a second, it need not be noted.
- Reasons for the decision can be included in the "whereas" clauses of Resolutions and Ordinances rather than stated on the record.
- Amendments to a motion must be tracked but each amendment does not need to be included; rather the final text of the motion can provide, "After discussion and amendment, the following motion was approved . . ."
- The final vote must be recorded and indicate how each Council Member voted.

What Doesn't Need to be Included:

- Minor procedural motions such as approving the agenda or calling the question
- Withdrawn motions
- Written summaries of oral reports.
- Detailed public comment. It is sufficient to say that "public comment was provided."

Notes:

A person does not have to have been present at a meeting in participate in approval of the minutes

Minutes should not be approved at a special meeting but held until the next regular meeting.

Approved minutes may be changed at any time using the motion "to amend something previously adopted." The changes are noted on the minutes being changed, and signed.

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EXHIBIT C

November 9, 2022 Item No. **11b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 15, 2022

CITY COUNCIL CONSIDER ADOPTING RESOLUTION 2022-, WHICH REPEALS AND REPLACES RESOLUTION NO. 80-71, AS AMENDED, REGARDING BEST PRACTICES FOR PUBLIC ENGAGEMENT AND MEETING EFFICIENCY

REQUEST:

It is requested the City Council consider:

1. Adopting Resolution No. 2022-, which appeals and replaces Resolution No. 80-71, as amended, Establishing the Rules and Procedures for the Conduct of Meetings (**Exhibit 1**); and
2. Approving an Agenda format in substantially the same form as **Exhibit 2**.

BACKGROUND:

On December 12, 1980, the City Council adopted Resolution No. 80-71, "Establishing the Rules and Procedures for the Conduct of Meetings of the City Council" ("Rules and Procedures"). The Rules and Procedures have been amended over the years,[1] and govern Council conduct, and include provisions for setting meetings, order of the agendas, Council debate, and conflicts of interest. Council recently directed staff to bring forward proposals regarding the Rules and Procedures to increase public engagement and improve meeting efficiency.

At its meeting on November 1, 2022, Council approved revisions to the Rules and Procedures and the meeting agenda template, as detailed below, and directed staff to prepare an integrated resolution and agenda template. A link to the November 1, 2022 staff report can be found at: https://www.cityofmarina.org/AgendaCenter/ViewFile/Agenda/_11012022-374.

DISCUSSION:

Changes to the Rules and Procedures

A. Paragraph 8 - Order of Business and Consideration and Sequence of Agenda Items

Council approved changes to the Rules and Procedures, Paragraph 8 a) pertaining to the order of business. "Council and Staff Announcements" have been separated from "Public Comment." Changes were also made to adjust the numbering, and update the provisions with gender-neutral language (8 b)).

Council also approved changes to 8 c) regarding the sequence of an agenda item. Once the agenda item is presented by staff and the applicant/proponent, if any, the matter should be referred to the public for comment. The only questions posed by Council at this time should be "technical questions" that are imperative to understanding of the presentation and matter before Council, e.g., "*Is the contract for two or three years?" or "Is the not-to-exceed amount of $50,000 correct?"* All other questions (and discussion) by Council should be deferred until after the public has had the opportunity to provide input.

[1] See Resolutions 85-1, 90-09, 91-17, 92-30, 94-15, 98-03, 99-01, 2001-106, 2009-41, 2011-32, 2011-33, 2011-65, and 2019-107 (collectively, "Amendments").

Once public comment is closed, Council will have "2 bites of the apple" during the "Council Discussion" and "Council Motion and Brief Comment" periods. Council approved a five-minute limitation during the initial round of discussion, which is addressed in Rule 13g). Council also approved a one-minute limitation on a Councilmember's comment after a motion is made, which is addressed in the Agenda. Modifications are set forth in italicized font; deletions are noted in strikeout font:

8. Order of Business and Consideration and Sequence of Agenda Items.

a) The business of the City Council shall be taken up for consideration and disposition in the following order:

1. Call to Order 5:00p.m. (if there is to be a Closed Session)
2. Roll Call and Establishment of Quorum
3. Closed Session (if any)
4. Open Regular Session (6:30 p.m.) - Report Any Action taken in Closed Session
5. Moment of Silence & Pledge of Allegiance
6. Special Presentations - *no action; no public comment*
7. ~~Special~~ *Council and Staff* Announcements ~~*and Communications from the Floor*~~
8. *Public Comment – Up to a maximum of three (3) minutes per person*
9. Consent Agenda
10. Public Hearings
11. Other Council Action Items
12. Council & Staff Informational Reports – *no action taken, no public comment*
13. Adjournment

b) The Mayor, at *their* ~~his/her~~ discretion and subject to majority vote overruling *them* ~~him/her~~, may re-arrange agenda items, provided that any items 'pulled' from Item *9*~~8~~, 'Consent Agenda' shall be considered following the last item of ltem *11*~~10~~, "Other Council Action Items."

c) The following shall be the procedure for consideration and sequence of each Agenda Item, including Public Hearings:

1. Mayor Introduces the Agenda Item
2. City Manager/Executive Director (or designee/Council Member) Presents Staff Report
3. Applicant/proponent, when appropriate, up to ten (10) minutes (at Presiding Officer's discretion)
4. City Council ~~Clarifying~~ *Technical* Questions of Staff and Applicant/Proponent
5. ~~Brief Council Comments and Motion~~ *Public Comments* – up to a maximum of ~~four~~ *three* (~~4~~3) minutes per person
6. Mayor Closes Public Hearing/Public Comments
7. Council Discussion
8. *Council Motion and Brief Comment (1 minute each)*
9. Council Vote

B. Paragraph 9 - Preparation of the Minutes:

Council approved "action" minutes, which is the guideline of Robert's Rules of Order. This will reduce staff time and effort required to prepare detailed minutes, which are no longer needed given current Council meetings are recorded and available through AMP and YouTube. The proposed modification to the Rules is set forth below (additions shown in italicized font; deletions in strikeout font):

> 9. Preparation of Minutes. The City Clerk shall have exclusive responsibility for preparation of ~~the~~ *action* minutes, and any directions for changes in the minutes shall be made only by majority action of the City Council.

Council directed staff to come back with guidelines and samples for action minutes.

C. Paragraphs 13 and 15 - Debate:

To enhance equitable debate, and manage time more efficiently, Council approved a modification to limit the initial comment period by Councilmembers to five (5) minutes. Additions are shown in italicized font:

> 13. Rules of Debate.
>
> g) Limitation of Debate. No Council Member shall be allowed to speak more than once upon any particular subject until every other Council Member desiring to do so shall have spoken. *During the initial round of discussion, each Council Member shall be allowed to speak for up to five (5) minutes.*

Council also recommended that after a vote and majority approval on an agenda item, there shall not be continued comment or debate by Council.

> 15. Voting. Three affirmative votes are required to enact an ordinance or to adopt a resolution or motion granting a franchise or authorizing the payment or expenditure of money or incurring of a debt. The majority of a quorum is required to adopt other resolutions or motions. A "majority" refers to a majority of the quorum present.
>
> Every ordinance shall be adopted by a roll call vote. All other matters may be referred to a vote unless a roll call is requested by any Council Member. On all matters for which a voice vote is authorized, the Presiding Officer may ask for, "objections to the question?" If no objection is expressed, the Presiding Officer shall, "so order," and the minutes shall record a unanimous vote in favor. If any Council Member objects to the procedure, a roll call vote shall be call in the normal manner.
>
> *After a vote has been announced, and except for comments pursuant to Rule 22, no Council member shall comment or continue to debate the vote.*

D. Paragraph 27 - Manner of Addressing Council

Paragraph 27 sets forth the allotted time for public comments. Council approved modifications to eliminate the requirement that members of the public provide their names as prerequisite to speaking, and limit public comment to up to three (3) minutes, at the discretion of the Mayor. Proposed additions are shown in italicized font; deletions are in strikeout font:

27. Addressing the Council

a) Manner of Addressing Council. Each person desiring to address the Council ~~shall step up to the speaker's rostrum, state his name and address for the record, state the subject he wishes to discuss, state whom he is representing if he represents an organization or other persons, and, unless further time is otherwise specifically provided for in these rules or is granted by majority vote of the Council, shall limit his remarks~~ *may comment for up to* ~~four~~ *three* (~~4~~*3*) minutes, *which may be limited at the discretion of the Mayor depending on time available and the number of speakers*. All remarks shall be addressed to the Council as a whole and not to any member thereof. ~~No question shall be asked a Council Member or a member of the City staff without the permission of the Presiding Officer.~~

Further, as Council re-ordered consideration of agenda items to entertain public comment prior to Council discussion and a motion, the following subsection has also been modified (additions shown in italicized text):

c) After Motion *or Close of Public Hearing*. After a motion has been made *or a public hearing has been closed,* no member of the public shall address the Council from the audience on the matter under consideration without first securing permission to do so by the City Council.

The Rules and Procedures contain additional non-substantive revisions regarding incorporation of gender neutral language and correction of typographical errors.

Changes to the Agenda

A. Public Comment

Council approved proposed amendments to the current Agenda template in terms of public comments. While public comment is an essential part of local government meetings, the purpose of public comment is to inform the Council of the public's views, and not to enter into debate or dialogue with Council, or to have general public comment take precedence over items scheduled for action on the agenda. Council approved the following modifications to the Agenda template as shown in **Exhibit 2**:

- Language added to encourage written communications from the public.
- Limitation of general public comment at the meeting's outset to thirty (30) minutes. The Mayor can assess the number of speakers and may continue additional public comment to the end of the meeting.
- Limitation of public comment to up to three (3) minutes, at the Mayor's discretion.
- Public comment on the Consent Agenda will be heard under general public comment. In this way, the Consent Agenda may be called, and if no items are pulled by Council, adopted in one motion without additional public comment. Because of the 30-minute limitation, however, members of the public wishing to comment on the Consent Agenda must be given priority during general public comment as their input must be heard prior to Council action on the Consent Agenda items.
- The Agenda has been clarified to specify that only Council has discretion to pull a Consent agenda item for discussion.

B. Other Changes

- Added Land Acknowledgement (from Proclamation).
- Added notation that Council Member comments after a motion shall be limited to one (1) minute.
- Public hearing section clarified to specify a ten (10) minute speaking period for applicants/proponents, if any, and a three (3) minute public comment period.
- Clarification of Council Informational Reports to specify reports of attendance at meetings and conferences at City expense, as required by the Brown Act.

FUTURE ITEMS:

Council directed staff to return with a policy for agenda-setting, guidance and samples for Action Minutes, and additional efficiencies for utilization of the Consent Agenda.

CEQA:

Adoption of Resolution 2022- , which repeals and replaces Resolution 80-71 and its Amendments, is not subject to California Environmental Quality Act (CEQA) as it is not a "project" pursuant to Section 15378 of the CEQA Guidelines.

FISCAL IMPACT:

None identified.

CONCLUSION:

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

Respectfully submitted,

Heidi A. Quinn

_____

Heidi Quinn
Interim City Attorney
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA REPEALING AND REPLACING RESOLUTION 80-71, AS AMENDED, REGARDING BEST PRACTICES FOR PUBLIC ENGAGEMENT AND MEETING EFFICIENCY.

WHEREAS, at the regular meeting of December 12, 1980, the City Council adopted Resolution No. 80-71 Establishing the Rules and Procedures for the Conduct of Meetings of the City Council ("Rules and Procedures"); and

WHEREAS, the City Council previously amended the Rules and Procedures by adopting Resolution Nos. 85-1, 90-09, 91-17, 92-30, 94-15, 98-03, 99-01, 2001-106, 2009-41, 2011-32, 2011-33, 2011-65, and 2019-107 (collectively, "Amendments"); and

WHEREAS, after discussion, the City Council directed staff to place on a future agenda a resolution to make proposed changes to the Rules and Procedures regarding public engagement and meeting efficiency; and

WHEREAS, staff proposes modifications to Rules and Procedures Paragraph 8 regarding Order of Business and Consideration and Sequence of Agenda Items, Paragraph 9 regarding Preparation of Minutes, Paragraph 13 and 15 regarding Debate, and Paragraph 27 regarding Manner of Addressing Council; and amendment of the Agenda format; and

WHEREAS, the prior resolution of this Council relating to Council meeting procedures, being Resolution No. 80-71, and its Amendments, are hereby repealed and replaced; and

WHEREAS, amendment of Resolution 80-71 and its Amendments, are not subject to California Environmental Quality Act (CEQA) as it is not a "project" pursuant to Section 15378 of the CEQA Guidelines.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Rules and Procedures. The Rules and Procedures shall be modified as set forth in Exhibit 1, RULES AND PROCEDURES FOR THE CONDUCT OF THE MEETINGS OF THE MARINA CITY COUNCIL AND AMENDMENTS, attached hereto and incorporated by reference.

Section 3. Agenda Template. The Agenda format shall be in substantially the same form as Exhibit 2 attached hereto and incorporated by reference.

Section 4. Effective Date of Resolution. This Resolution shall take effect on immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held this 15th day of November 2022, 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

**RULES AND PROCEDURES FOR
THE CONDUCT OF THE MEETINGS OF THE MARINA CITY COUNCIL
AND AMENDMENTS**

1. Purpose. The purpose of ~~this resolution~~these Rules is to establish the procedure for the presentation and determination of matters coming before the Marina City Council, to provide for the fair and efficient consideration of said matters, and to insure that the public is fully informed of the matters coming before the City Council and has an opportunity to witness the deliberations of the members thereof in the conduct of public business, and that proper public involvement in the deliberations of the council be encouraged.

2. Regular Meetings. The City Council shall hold regular meetings on the first and third Tuesday of each month convening at the hour of 5:00 p.m. if there is to be a closed session and convening in open session at the hour of 6:30 p.m. in the Council Chambers of City Hall, 211 Hillcrest Avenue in the City, or such other place within the City limits to which said meeting may be adjourned. If by reason of fire, flood or other emergency it shall be unsafe to meet in City Hall, the meetings may be held for the duration of the emergency at such other place and at such hour as is designated by the Mayor or, if he should fail to act, by three members of the City Council. When the day for any regular meeting falls on a legal holiday, no meeting shall be held on such holiday, but a regular meeting shall be held at the same hour on the following business day.

3. Study Sessions. The City Council shall meet in a study session on the first and third Tuesdays of each month at the hour of 7:00 o'clock p.m. in the Council Chamber of the City Hall, or at such other place as may be determined by the Council, for the purpose of hearing reports from the staff and reviewing, discussing and debating matters of interest to the City. Such sessions shall be open to the public and press. No official action shall be taken at a study session; provided, however, that nothing herein shall be deemed to prevent the taking of an informal vote on any matter under discussion. The participation of the public in such sessions shall be subject to the discretion of the presiding officer.

4. Special Meetings. Special meetings may be called at any time by the mayor, or by three members of the City Council, by delivering personally or by mail written notice to each Council Member and to each local newspaper of general circulation, radio or television station requesting notice in writing. Such notice must be delivered personally or by mail at least twenty-four hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meetings. Such written notice may be dispensed with as to any Council Member who at or prior to the time the meeting convenes files with the City Clerk a written waiver of notice. Such waiver may be given by telegram. Such written notice may also be dispensed with as to any Council Member who is actually present at the meeting at the time it convenes.

5. Meetings to be Public - Exception for Executive Sessions. All regular and special meetings of the City Council shall be public; provided, however, the City Council may hold executive sessions during a regular or special meeting, from which the public may be excluded,

for the purpose of considering the matters referred to in §§54957-54957.6 of the Government Code of the State of California, as may be amended.

No member of the City Council, employee of the City, or any other person present during an executive session of the Council shall disclose to any person the content or substance of any discussion which took place during said executive session unless the City Council shall authorize the disclosure of such information by majority vote.

6. Agenda. All reports, communications, ordinances, resolutions, contract documents or other matters to be submitted to the Council at a regular meeting shall be delivered to the City Clerk not later than 12:00 o'clock noon on the Wednesday preceding the meeting. The City Clerk shall prepare an agenda of all such matters according to the order of business (paragraph 8 ~~hereinbelow~~herein below). The agenda shall be delivered or otherwise made available to the Council Members on the Friday preceding the Tuesday Council meeting to which it pertains, and shall be made available to the public no later than 10:00 o'clock a.m. on the Monday preceding the meeting. All matters shall be considered by the Council in the order listed on the agenda, to the extent of time available; provided, however, that the order of the agenda may be changed at any time by the unanimous consent of all Council Members then present at a meeting. Agenda items not considered or completed for lack of time shall become agenda items at the following meeting in accordance with the foregoing policies. No matters other than those on the agenda shall be finally acted upon by the Council; provided, however, that a matter deemed to be an emergency by any Council Member, the City Manager or the City Attorney, or a matter which would become moot if not acted upon at the council meeting at which it is brought up, with an explanation of the emergency or other necessity for bringing it up stated in open council meeting, may be placed upon the agenda by a motion, seconded and carried, and then may be considered and acted upon by the Council.

7. Council Correspondence.

a) Availability to the Public. Correspondence addressed to the City Council which is received by the City Clerk or any other officer or employee of the City *becomes a disclosable public record, unless subject to an exemptions under the California Public Records Act, as soon as it is received*. Correspondence received in the City Clerk's office or other offices after 12:00 o'clock noon on the Wednesday preceding a regular meeting shall not be placed on the agenda unless it concerns a matter to be considered by the Council at the next regular meeting or is determined by the Mayor or the City Manager to be an urgent matter which should be brought to the immediate attention of the Council. Correspondence shall not be read aloud at a Council meeting unless requested by a majority vote of the Council.

b) Authority of City Manager. The City Manager is authorized to open and examine all mail or other written communications addressed to the City Council and to give it immediate attention to the end that all administrative business referred to in said communications and not necessarily requiring Council action may be acted upon between Council meetings.

8. Order of Business and Consideration and Sequence of Agenda Items.

a) The business of the Council shall be taken up for consideration and disposition in the following order ~~(Resolution Nos. 94-15, 99-01, 2011-65 and 2019-107)~~:

1. Call to Order 5:00 p.m. (if there is to be a Closed Session)
2. Roll Call and Establishment of Quorum
3. Closed Session (if any)
4. Open Regular Session (6:30 p.m.) - Report Any Action taken in Closed Session
5. Moment of Silence & Pledge of Allegiance
6. Special Presentations
7. ~~Special~~ Council and Staff Announcements

~~7.~~8. ~~and Communications from the Floor - 4 Minutes Each Person pursuant to Paragraph 27 a)~~Public Comment – up to a maximum of three (3) minutes

~~8.~~9. Consent Agenda

~~9.~~10. Public Hearings

~~10.~~11. Other Council Action Items

~~11.~~12. Council & Staff Informational Reports

~~12.~~13. Adjournment

b) The Mayor, at ~~his/her~~their discretion and subject to majority vote overruling ~~him/her~~them, may re-arrange agenda items, provided that any items `pulled' from Item ~~8~~9, `Consent Agenda' shall be considered following the last item of Item ~~10~~11, `Other Council Action Items'.

c) The following shall be the procedure for consideration and sequence of each Agenda Item, including Public Hearings:

1. Mayor Introduces the Agenda Item
2. City Manager/Executive Director (or designee/Council Member) Presents Staff Report
3. Applicant/proponent, when appropriate, up to 10 minutes (at Presiding Officer's discretion)
4. City Council Clarifying Questions of Staff and Applicant/Proponent*
5. ~~Brief Council Comments and Motion~~

~~6.~~5. Public Comments ~~– 4 Minutes Each Person pursuant to Paragraph 27 a)~~

~~7.~~6. Mayor Closes Public Hearing/Public Comments

7. Council Discussion
8. Council Motion and Brief Comment (1 minute each)

~~8.~~

9. Council Vote

9. Preparation of Minutes. The City Clerk shall have exclusive responsibility for preparation of ~~the~~ action minutes, and any directions for changes in the minutes shall be made only by majority action of the City Council.

10. Reading of Minutes. Unless the reading of the minutes of a Council meeting is ordered by a majority vote of the Council, such minutes may be approved without reading if the City Clerk has previously furnished each Council Member with a copy.

11. Presiding Officer. The Mayor shall be the Presiding Officer at all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tempore shall preside. In the absence of both the Mayor and Mayor Pro Tempore, the City Clerk shall call the Council to order, whereupon a temporary Presiding Officer shall be elected by the Council Members present to serve until the arrival of the Mayor or Mayor Pro Tempore or until adjournment. Wherever in ~~this resolution~~these Rules the term Mayor is used, it shall apply equally to the Presiding Officer as defined in this section.

12. Powers and Duties of Presiding Officer.

a) Participation. The Presiding Officer may move, second, debate and vote from the Chair.

b) Question to be Stated. The Presiding Officer or such member of the City staff as ~~he~~ they may designate shall verbally restate each question immediately prior to calling for the vote. Following the vote the City Clerk shall announce whether the question carried or was defeated. The Presiding Officer in ~~his~~ their discretion may publicly explain the effect of a vote for the audience, or ~~he~~ may direct a member of the City staff to do so, before proceeding to the next item of business.

c) Signing of Documents. The Presiding Officer shall sign all ordinances, resolutions, contracts, and other documents necessitating ~~his~~ their signature which were adopted in ~~his~~ their presence, unless ~~he is~~they are unavailable, in which case the signature of an alternate Presiding Officer may be used.

d) Sworn Testimony. The Presiding Officer may require any person addressing the City Council to be sworn as a witness and to testify under oath, and the Presiding Officer shall so require if directed to do so by a majority vote of the Council.

13. Rules of Debate.

a) Getting the Floor. Every Council Member desiring to speak shall first address the Chair, gain recognition by the Presiding Officer, and shall confine ~~himself~~ themselves to the question under debate, avoiding personalities and indecorous language.

b) Questions to Staff. Every Council Member desiring to question the City staff shall, after recognition by the Presiding Officer, address ~~his~~ their questions to the City Manager, the City Attorney, or to such other department head or member of the City staff as may be appropriate.

c) Interruptions. A Council Member, once recognized, shall not be interrupted when speaking unless called to order by the Presiding Officer, unless a point of order or personal privilege is raised by another Council Member, or unless the speaker chooses to yield to a

question by another Council Member. If a Council Member while speaking is called to order, ~~he~~ they shall cease speaking until the question of order is determined and, if determined to be in order, may then proceed. Members of the City staff, after recognition by the Presiding Officer, shall hold the floor until completion of their remarks or until recognition is withdrawn by the Presiding Officer.

d) Points of Order. The Presiding Officer shall determine all points of order subject to the right of any ~~Councilman~~ Council Member to appeal to the Council. The Presiding Officer may consult with the City Manager or the City Attorney in connection with determining a point of order, or may refer the question involved to either one for determination. If an appeal is taken, the question shall be, "Shall the decision of the Presiding Officer be sustained?" A majority vote shall conclusively determine such question of order.

e) Point of Personal Privilege. The right of a Council Member to address the Council on a question of personal privilege shall be limited to cases in which ~~his~~ their integrity, character or motives are questioned or where the welfare of the Council is concerned. A Council Member raising a point of personal privilege may interrupt another Council Member who has the floor only if the Presiding Officer recognizes the privilege.

f) Privilege of Closing Debate. The Council Member moving the adoption of an ordinance, resolution or motion shall have the privilege of closing debate.

g) Limitation of Debate. No Council Member shall be allowed to speak more than once upon any particular subject until every other Council Member desiring to do so shall have spoken. During the initial round of discussion, each Council Member shall be allowed to speak for up to five (5) minutes.

14. Ordinances, Resolution and Motions--Precedents. When an ordinance, resolution or motion is properly brought before the Council and seconded by another Council Member, no other action shall be considered except a point of order, or a motion to adjourn to table, to table to a certain time, to close debate, to refer or to amend. Such items shall have precedence in the order stated in the preceding sentence. Points of order shall be ruled upon by the Presiding Officer, provided that such ruling may be overridden by a majority of the Council. All of such motions, except motions to amend, shall be put to a vote without debate and decided by a majority.

Any of the foregoing motions shall be in order at any time the speaker is duly recognized, except when repeated without intervening business or discussion, or if made when the motion to close debate has been adopted or while a vote is being taken.

a) Motion to Table. If a motion to table (without time certain) passes, consideration of the matter may be resumed only upon the motion of a member voting with the majority on the motion to table.

b) Motion to Close Debate. When a motion to close debate is duly made and seconded, there shall be no further debate. If the question carries, the Presiding Officer shall put

pending amendment to a vote, without debate, in the inverse order of their introduction before putting the main question. If the question is decided negatively, the main question and its amendments remain before the council

c) Reconsideration. Providing that no intervening rights will be prejudiced, any Council Member who voted with the majority on a question may move the reconsideration of that question at the same meeting in which the original decision was made or at the next following meeting. After a motion for reconsideration has been acted upon, no other similar motion shall be made without unanimous consent.

15. Voting. Three affirmative votes are required to enact an ordinance or to adopt a resolution or motion granting a franchise or authorizing the payment or expenditure of money or incurring of a debt. The majority of a quorum is required to adopt other resolutions or motions. A "majority" refers to a majority of the quorum present.

~~———~~Every ordinance shall be adopted by a roll call vote. All other matters may be referred to a vote unless a roll call is requested by any Council Member. On all matters for which a voice vote is authorized, the Presiding Officer may ask for, "objections to the question?"~~.~~ If no objection is expressed, the Presiding Officer shall, "so order," and the minutes shall record a unanimous vote in favor. If any Council Member objects to the procedure, a roll call vote shall be call in the normal manner.

After a vote has been announced, and except for comments pursuant to Rule 22, no Council member shall comment or continue to debate the vote.

16. Failure to Vote. Every Council Member should vote unless disqualified by reason of a conflict of interest. A Council Member who abstains from voting in effect consents that a majority of the quorum may decide the question voted upon.

17. Silence Constitutes Affirmative Vote. Unless a member of the Council states that ~~he~~ they ~~is~~ are not voting, ~~his~~ their silence shall be recorded as an affirmative vote.

18. Tie Vote. Tie votes shall be lost motions and may be reconsidered.

19. Changing Vote. A member may change ~~his~~ their vote only if ~~he~~ they make~~s~~ a timely request to do so immediately following the announcement of the vote by the City Clerk and prior to the time that the next item in the order of business is taken up. A Council Member who publicly announces that ~~he~~ they are ~~is~~ abstaining from voting on a particular matter shall not subsequently be allowed to withdraw ~~his~~ their abstention.

20. Disqualification for Conflict of Interest. Any Council Member who is disqualified from voting on a particular matter by reason of a conflict of interest shall publicly state or have the Presiding Officer state the nature of such disqualification in open meeting. Where no clearly disqualifying conflict of interest appears, the matter of disqualification may, at the request of the Council Member affected, be decided by the other Council Members or the City Attorney. A Council Member who is disqualified by reason of a conflict in interest in any matter shall not

remain in ~~his~~ their seat during the debate and vote on such matter, but shall request and be given the permission of the Presiding Officer to step down from the Council table. The Council Member stating such disqualification shall not be counted as a part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter.

21. Remarks of Council Member and Synopsis of Debate. A Council Member may request through the Presiding Officer the privilege of having an abstract of ~~his~~ their statement on any subject under consideration by the Council entered in the minutes. If the Council consents thereto, such statement shall be entered in the minutes.

22. Protest against Council Action. Any Council Member shall have the right to have the reasons for ~~his~~ their dissent from, or protest against, any action of the Council entered in the minutes. Such dissent or protest to be entered in the minutes shall be made in the following manner: "I would like the minutes to show that I am opposed to this action for the following reasons...".

23. Rules of Order. Except as otherwise provided in ~~this resolution~~these Rules, other rules adopted by the City Council or applicable provisions of State law, the procedures of the Council shall be governed, to the extent applicable, by the latest revised edition of Robert's Rules of Order.

24. Failure to Observe Rules of Order. Rules adopted to expedite the transaction of the business of the Council in an orderly fashion are deemed to be procedural only and the failure to strictly observe such rules shall not affect the jurisdiction of the Council or invalidate any action taken at a meeting that is otherwise held in conformity with law.

25. Ordinances, Resolutions and Contracts.

a) All ordinances Shall be Prepared by the City Attorney. No ordinance shall be prepared for presentation to the Council unless ordered by a majority vote of the Council, or requested by the Mayor, or City Manager, or prepared by the City Attorney on ~~his~~ their own initiative.

b) Prior Approval by Administrative Staff. All ordinances, resolutions and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney and shall have been examined and approved for administration by the City Manager or ~~his~~ their authorized representative.

26. Reading of Ordinances and Resolutions. At the time of adoption of an ordinance or a resolution, it shall be read in full unless, after the reading of the title thereof, the further reading thereof is waived by unanimous consent of the Council Members present. Such consent may be expressed by a statement by the Presiding Officer that "if there is no objection, the further reading of the ordinance or resolution shall be waived." If any Council Member so requests, the ordinance or resolution shall be read in full.

27. Addressing the Council.

a) Manner of Addressing Council. Each person desiring to address the Council shall ~~step up to the speaker's rostrum, state his name and address for the record, state the subject he wishes to discuss, state whom he is representing if he represents an organization or other persons, and~~, unless ~~further~~ time is limited or otherwise specifically provided for in these rules or is granted by majority vote of the Council, ~~shall~~ limit ~~his~~ their remarks to ~~four~~ three (~~4~~3) minutes*, which may be limited at the discretion of the Mayor depending on time available and the number of speakers*. All remarks shall be addressed to the Council as a whole and not to any member thereof. ~~No question shall be asked a Council Member or a member of the city staff without the permission of the Presiding Officer.~~

b) Spokesman for Group of Persons. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the Presiding Officer to request that a ~~spokesman~~ spokesperson be chosen by the group to address the Council and, in case additional information or matters are to be presented by any other member of said group, to limit the number of such persons addressing the Council.

c) After Motion. After a motion has been made or a public hearing has been closed, no member of the public shall address the Council from the audience on the matter under consideration without first securing permission to do so by the City Council.

28. Rules of Decorum.

a) Council Members. While the Council is in session, the ~~members~~ Members must preserve order and decorum, and a ~~member~~ Member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council nor disturb any ~~member~~ Member while speaking or refuse to obey the orders of the Presiding Officer.

b) Employees. Members of the City staff and employees shall observe the same rules of order and decorum as are applicable to the City Council.

c) Persons Addressing the Council. Any person making impertinent, slanderous or profane remarks, or who becomes boisterous while addressing the Council, shall be called to order by the Presiding Officer and, if such conduct continues, may at the discretion of the Presiding Officer be barred from further audience before the Council during that meeting, unless permission to continue be granted by a majority of the Council.

d) Members of the Audience. Any person in the audience who engages in disorderly conduct such as hand clapping, stamping of feet, whistling, using profane language, yelling, and similar demonstrations, which conduct disturbs the peace and good order of the meeting, or who refuses to comply with the lawful orders of the Presiding Officer, shall be guilty of an infraction, and upon instructions from the Presiding Officer, it shall be the duty of the Sergeant at Arms to remove any such person from the Council Chamber and to place him under arrest or otherwise cause him to be prosecute under the law.

29. Enforcement of Decorum. The Director of Public Safety or such member or members of the Public Safety Department as ~~he~~ they may designate, shall be Sergeant at Arms of the City Council and shall carry out all orders given by the Presiding Officer for the purpose of maintaining order and decorum at the Council meetings. Any Council Member may move to require the Presiding Officer to enforce the rules, and the affirmative vote of a majority of the Council shall require him to do so.

30. Public Hearings. The following rules shall apply to all public hearings, except when proceedings are held under general laws of the State of California which require different procedures

a) The Mayor shall state the subject matter of the hearing and declare the public hearing open. Before doing so, ~~he~~ they may determine whether or not there are proponents or opponents who wish to make presentations, how many persons wish to be heard or other matters which may affect the conduct of the proceedings. ~~He~~ The Mayor may impose and announce reasonable time limits on presentations or oral arguments by the public.

b) The City Manager or appropriate staff member shall give a factual summary of the matter.

c) The proponents shall be heard. (Written correspondence shall be summarized by the Clerk.)

d) The opponents shall be heard. (Written correspondence shall be summarized by the Clerk.

e) Each side shall be given a reasonable time for rebuttal. Additional speakers must limit their remarks to providing new information that was not already covered by other speakers.

f) Prior to the close of the public hearing, the Mayor shall give those persons wishing to place their names on the record as being for or against, without presenting an oral argument, an opportunity to do so.

g) The public hearing shall be declared closed.

h) The Council shall discuss and determine the matter.

i) After the public hearing is closed, the public shall not be recognized to speak except to answer any question not covered in the public hearing, and provided that whenever any such answer is given, the opposing side shall be given an opportunity to present facts in rebuttal of the answer given.

31. Policy on Public Input. It is the declared policy of the City Council that any member of the public wishing to be heard on a matter under consideration by the City Council shall be given a reasonable opportunity to do so. Prior to the vote on any issue, the Mayor shall determine

whether or not anyone present wishes to be heard. The Mayor may establish reasonable time limits for oral presentations and shall limit the presentation to the matter before the City Council at that time.

32. Absences from Council Meetings. Pursuant to Government Code §36513, if a City Council Member is absent without permission from all regular Council meetings for 60 days consecutively from the last regular meeting he attended, ~~his~~ their office becomes vacant and shall be filled by the Council as any other vacancy. In addition, should any Council Member be absent from two (2) consecutive regular Council meetings, or from three (3) regular Council meetings in any six-month period, without permission from (i.e., not excused for good cause ~~by~~) the Council, the Council may determine that the best interests of the City would be served by said Council Member's resignation, and may request such resignation in a letter authorized by vote of the Council.

33. Automatic Adjournment. Unless otherwise adjourned, all meetings of the City Council shall automatically be adjourned at 10:00 o'clock p.m., except that a majority may by one or more motions act to extend the automatic adjournment to not later than a specified time, or for completion of a particular item or items, as specified in the motion to extend the time of adjournment."

34. Amendment of Rules. These rules may be amended by an affirmative vote of a majority of a quorum; provided, however, that except as to rules relating to adjournment, where a provision of these rules requires action by a specific affirmative vote which is greater than a majority of a quorum, then amendment to that rule requires the same vote required for the rule proposed to be amended."

~~35. Prior Resolution Repealed. The prior resolution of this Council relating to Council meeting procedures, being Resolution No. 76-1, is hereby repealed.~~

AGENDA TEMPLATE

DATE

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

REGULAR MEETING

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

Council Chambers
211 Hillcrest Avenue
Marina, California

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

In accordance with California Government Code §54953(e)(1)(A) and (C) and the Proclamation of a State of Emergency issued by Governor Newsom on March 4, 2020, under the provisions of Government Code §8625 related to the COVID-19 (coronavirus) pandemic, consistent with recommendations by State and local health officials regarding social distancing and in order to prevent an imminent risk to the health and safety of attendees as determined in Resolution 2022-78, public participation in City of Marina City Council public meetings shall be electronic only and without a physical location for public participation until the earlier of May 31, 2022, or such time as the City Council may adopt a resolution in accordance with Government Code §54953(e)(3). This meeting is being broadcast "live" on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at https://accessmediaproductions.org/

PARTICIPATION

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

The most effective method of communication with the City Council is by sending an email to ~~If you are unable to participate in real-time, you may email to~~ marina@cityofmarina.org ~~with the subject line "Public Comment Item#__" (insert the item number relevant to your comment) or "Public Comment – Non-Agenda Item."~~ 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 Ohlone/Costanoan, 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)

   Cristina Medina Dirksen, David Burnett, Lisa Berkley, Mayor Pro-Tem/Vice Chair Kathy Biala, Mayor/Chair Bruce C. Delgado

3. PUBLIC COMMENT:

4. CLOSED SESSION: ~~*As permitted by Government Code Section 54956 et seq., the (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) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers Milias Brown Act representative.*~~

   a. Conference with Legal Counsel, Item #1

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

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

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6. SPECIAL PRESENTATIONS:
    a. Presentation #1
7. ~~SPECIAL~~ COUNCIL AND STAFF ANNOUNCEMENTS ~~AND~~
8. ~~COMMUNICATIONS FROM THE FLOOR~~PUBLIC COMMENT**:** ~~*Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public.*~~ *Any member of the public may comment on any matter within the City Council's jurisdiction* ~~*which*~~ *that is not on the agenda.* ~~*Please state your name for the record. This is the appropriate place to comment on items on the Consent Agenda.*~~ *Action will not be taken on* ~~*an*~~ *item*~~*s that is*~~ *not on the agenda.* ~~*If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a*~~*Comments are limited to a maximum of* ~~*four*~~ *three (*~~*4*~~*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* ~~*the*~~ *City Council may ask a question or make a comment about an agenda item and staff* ~~*will*~~ *may provide a response. If discussion or a lengthy explanation is required, the Council may* ~~*that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency*~~*remove an item from the Consent Agenda for individual consideration. If an item is pulled for discussion, it* ~~*and*~~ *will be placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*
10. CONSENT AGENDA: ~~*Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these*~~*These items are considered to be routine and non-controversial. All items under the Consent Agenda* ~~*are normally*~~*may be approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff* ~~*will*~~ *may provide a response. If discussion or a lengthy explanation is required, Council may* ~~*that item will be*~~ *remove the item*~~*d*~~ *from the Consent Agenda and it will be placed at the end of Other Action Items.*
    a. ACCOUNTS PAYABLE:
        (1) Accounts Payable Check Numbers XXX– _____, totaling $
    b. MINUTES:
        (1) DATE, Regular City Council Meeting
    c. CLAIMS AGAINST THE CITY: None
    d. AWARD OF BID: None
    e. CALL FOR BIDS: None
    f. ADOPTION OF RESOLUTIONS:
        (1) City Council consider adopting Resolution No. 2022-, regarding . . .

DRAFT

g. APPROVAL OF AGREEMENTS:

(1) City Council consider adopting Resolution No. 2022-, approving . . .

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS:

j. REPORTS: (RECEIVE AND FILE): None

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING):

(1) City Council consider adopting Ordinance No. 2022-, approving . . .

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. City Council open a public hearing and consider adopting Resolution No, 2022-, approving . . .

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. ~~The public is invited to approach the podium to provide up to four~~Members of the public may be given up to three ~~(~~(43) minutes ~~of public comment~~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. ~~The public is invited to approach the podium to provide up to four (4) minutes of public comment.~~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. City Council consider . . .

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

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

b. ~~Council and staff opportunity to ask a question for clarification or make a brief report on his or her own~~Council reports on meetings and conferences attended (~~activities as permitted by Government~~ Gov't Code Section ~~54954.2~~53232).

ADJOURNMENT:

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 6:30 p.m., Friday, July 15, 2022.

DRAFT

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.

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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.

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*ALL MEETINGS ARE OPEN TO THE PUBLIC. THE CITY OF MARINA DOES NOT DISCRIMINATE AGAINST PERSONS WITH DISABILITIES. Council Chambers are wheelchair accessible. Mmeetings are broadcast on cable channel 25 and recordings of meetings can be provided upon request. Tto 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. Rrequests must be made at least **48 hours** in advance of the meeting.*

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EXHIIBIT D

November 1, 2022 Item No. **11b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 1, 2022

CITY COUNCIL CONSIDER ADOPTING RESOLUTION 2022-, AMENDING RESOLUTION NO. 80-71, AS AMENDED, PARAGRAPHS 8, 9, 13, AND 27 REGARDING BEST PRACTICES FOR PUBLIC ENGAGEMENT AND MEETING EFFICIENCY

REQUEST:
It is requested that the City Council consider:

1. Adopting Resolution No. 2022-, amending Resolution No. 80-71, as amended, Establishing the Rules and Procedures for the Conduct of Meetings (**Exhibit A**);
2. Amending Paragraph 8 regarding Order of Business and Consideration and Sequence of Agenda Items;
3. Amending Paragraph 9 regarding Preparation of the Minutes;
4. Amending Paragraph 13 regarding Debate;
5. Amending Paragraph 27 regarding Manner of Addressing Council; and
6. Approving a new Agenda format in substantially the same form as **Exhibit B**.

BACKGROUND:
At the regular meeting of December 12, 1980, the City Council adopted Resolution No. 80-71, "Establishing the Rules and Procedures for the Conduct of Meetings of the City Council" ("Rules and Procedures"). The Rules and Procedures govern Council conduct, and include provisions for the setting meetings, order of the agendas, Council debate, and conflicts of interest.

The Rules and Procedures have been amended multiple times over the years – primarily in regard to the order of the agenda and meeting times.[1] (**Exhibit C**.) More recently, the City Council directed staff to bring forward proposals regarding the Rules and Procedures to increase public engagement and improve meeting efficiency. While this is the present direction, a more comprehensive update can be brought forward to align the Rules and Procedures with the Marina Municipal Code, and incorporate all amendments into one document.

This agenda item was brought to Council for consideration in early August, and continued several times due to more pressing matters. Since August, members of the public and Council have suggested additional areas of potential revision to streamline public meetings.

ANALYSIS:
Elected officials have a large body of work to get through, and it must be accomplished in a reasonable amount of time. A well-organized agenda, appropriate opportunities for public comment and following protocol are all essential to running an effective meeting.

[1] See Resolutions 85-1, 90-09, 91-17, 92-30, 94-15, 98-03, 99-01, 2001-106, 2009-41, 2011-32, 2011-33, 2011-65, and 2019-107.

Public Engagement

Public comment is an essential part of local government meetings. Hearing from the public is a critical part of the Council's role. Council members need to be in touch with the public and be responsive. That said, the purpose of public comment is to inform the Council of the public's views, and not to enter into debate or dialogue with Council, or to have general public comment take precedence over items scheduled for action on the agenda.

Time limits on public comment are an important tool for running a meeting of reasonable length, and prioritizing the important discourse while participants are available. General public comment at the meeting's outset provides an opportunity for members of the public to share their viewpoints with Council on matters of concern. However, extensive general comment, prior to the Council's deliberation of the agendized action items, can fatigue all participants and diminish the quality of the discourse and decision-making.

It is recommended that the Mayor and Council provide brief factual information to public comment, if necessary and appropriate, but should not enter into a back and forth exchange or call on staff to provide answers on the spot. As a caution, once a third comment or participant is involved, the question/answer can quickly turn into an unagendized discussion. A best practice is for staff to note input or questions and provide responses at a later date, or to place the item on a future agenda.

The City may adopt reasonable regulations for public comment, including time limits. Many public agencies allow up to three minutes, which can be limited if there are many participants or to accommodate a lengthy agenda. The public does not need to be given an opportunity to speak on an item that has already been considered by a committee made up exclusively of members of the Council at a public meeting, if all interested members of the public had the opportunity to speak on the item before or during its consideration, and if the item has not been substantially changed. In addition, the City may provide multiple ways for residents to express their views, which can further reduce pressure on meeting time, i.e., by encouraging letters and other written communication.

Staff proposes amendments to the current Agenda template in terms of public comments. (**Exhibit B**.) It is recommended that public input on the Consent Agenda be heard under general Public Comment. In this way, the Consent Agenda may be called, and if no items are pulled, adopted in one motion. The agenda, in its current form, provides

> ". . . *any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items*."

The Agenda can be clarified to specify that while members of the public may comment on Consent items before action is taken, it remains within the Council's discretion as to whether to pull an item. Further, it is also within Council's discretion as to whether the public comment or question is to be answered by staff or referred to a later date. Additionally, staff proposes to make the Agenda more user-friendly by including only those items brought forward for Council action.

Staff recommends changes to the Rules and Procedures, Paragraph 8 a), to separate Council and Staff Announcements from Public Comment. Subsection b) modifications reflect the new numbering, and update the Rules with gender-neutral language. Proposed additions are set forth in italicized font; deletions are noted in strikeout font:

8. Order of Business and Consideration and Sequence of Agenda Items.

a) The business of the City Council shall be taken up for consideration and disposition in the following order:

1. Call to Order 5:00p.m. (if there is to be a Closed Session)
2. Roll Call and Establishment of Quorum
3. Closed Session (if any)
4. Open Regular Session (6:30 p.m.) - Report Any Action taken in Closed Session
5. Moment of Silence & Pledge of Allegiance
6. Special Presentations - *no action; no public comment*
7. ~~Special~~ *Council and Staff* Announcements ~~*and Communications from the Floor*~~
8. *Public Comment – Up to a maximum of 3 minutes per person*
9. Consent Agenda
10. Public Hearings
11. Other Council Action Items
12. Council & Staff Informational Reports – *no action taken, no public comment*
13. Adjournment

b) The Mayor, at *their* ~~his/her~~ discretion and subject to majority vote overruling *them* ~~him/her~~, may re-arrange agenda items, provided that any items 'pulled' from Item *9*~~8~~, 'Consent Agenda' shall be considered following the last item of ltem *11*~~10~~, "Other Council Action Items."

Paragraph 27 a) of the Rules and Procedures, entitled "Manner of Addressing Council," sets forth the allotted time for public comments. Proposed modifications consider that members of the public cannot be required to provide their names or other information as prerequisite to speaking, and that the Council has the ability to limit public comment where necessary for meeting efficiency.

Proposed additions are shown in italicized font; deletions are in strikeout font:

27. Addressing the Council

a) Manner of Addressing Council. Each person desiring to address the Council ~~shall step up to the speaker's rostrum, state his name and address for the record, state the subject he wishes to discuss, state whom he is representing if he represents an organization or other persons, and, unless further time is otherwise specifically provided for in these rules or is granted by majority vote of the Council, shall limit his remarks~~ *may comment for up to* ~~four~~ *three* (~~4~~*3*) minutes, which may be limited at the discretion of the Mayor depending on time available and the number of speakers. All remarks shall be addressed to the Council as a whole and not to any member thereof. ~~No question shall be asked a Council Member or a member of the City staff without the permission of the Presiding Officer.~~

c) After ~~Motion~~ Close of Public Hearing. After ~~a motion has been made or~~ a public hearing has been closed, no member of the public shall address the Council from the audience on the matter under consideration without first securing permission to do so by the City Council.

Structured Discussion

Motion after public comment and prior to Council discussion can help focus Council discourse by identifying the issue to be decided, and make it easier for members of the public to follow the discussion. Accordingly, staff recommends the Council first solicit public input, and then make a motion, followed by Council discussion and a vote. This is the recommended process set forth in Rosenberg's Rules of Order, which is a simplified version of Robert's Rules of Order. Not only does this help identify the issue before the Council, but it ensures compliance with the Brown Act, which requires the public be provided an opportunity to speak prior to action being taken.

Paragraph 8 c) of the Rules and Procedures sets forth the procedure for consideration of Agenda Items. The proposed modifications are set forth below (additions shown in italicized font; deletions in strikeout font):

8. Order of Business and Consideration and Sequence of Agenda Items.

c) The following shall be the procedure for consideration and sequence of each Agenda Item, including Public Hearings:
1. Mayor Introduces the Agenda Item
2. City Manager/Executive Director (or designee/Council Member) Presents Staff Report
3. Applicant/proponent, when appropriate, up to ten (10) minutes (at Presiding Officer's discretion)
4. City Council Clarifying *Technical* Questions of Staff and Applicant/Proponent
5. ~~Brief Council Comments and Motion~~ *Public Comments* – up to a maximum of ~~four~~ *three* (~~4~~3) minutes per person
6. Mayor Closes Public Hearing/Public Comments
7. Council *Motion and* Discussion
8. Council Vote

Paragraph 30 also sets forth rules that apply to Public Hearings, which should be eventually be aligned or consolidated with Paragraph 8. A summary of the public hearing process is included on the draft Agenda.

Paragraph 13 g), "Limitation of Debate" provides, "No Council Member shall be allowed to speak more than once upon any particular subject until every other Council Member desiring to do so shall have spoken." To enhance debate, and manage time more efficiently, some councils have adopted the rule that each person may speak twice on a given subject. This proposed modification is set forth below (additions shown in italicized font):

13. Rules of Debate.

g) Limitation of Debate. No Council Member shall be allowed to speak more than once upon any particular subject until every other Council Member desiring to do so shall have spoken. *Council Members may speak twice on a given subject.*

Meeting Preparation

To aid in meeting efficiency, questions of staff should be asked in advance. This saves Council time during the meeting, and for those questions that Council would like to be addressed at the meeting, enables staff to prepare to answer the questions accurately and succinctly. As a result, meetings run more smoothly, Council is provided the information needed for decision-making, and the need to continue items to the next agenda is minimized.

Minutes

Many public agencies have adopted action minutes, which record what is done at a meeting and not what is said. This is also the guideline of Robert's Rules of Order, which governs Council conduct. The time and effort required to prepare detailed minutes summarizing what was said, and their subjective nature, are time-consuming and resource intensive and the effort often exceeds the value to the City and to the public. This is not necessary given that Council meetings are recorded and available through AMP and YouTube. The proposed modification to the Rules is set forth below (additions shown in italicized font; deletions in strikeout font):

> 9. Preparation of Minutes. The City Clerk shall have exclusive responsibility for preparation of ~~the~~ *action* minutes, and any directions for changes in the minutes shall be made only by majority action of the City Council.

Future Topics

Future topics to improve meeting efficiency may include additional training on Council, Commission and staff roles and responsibilities, Robert's and Rosenberg's Rules of Order, the Brown Act, and consideration of a Code of Conduct.

CEQA:

Amendment of Resolution 80-71 is not subject to California Environmental Quality Act (CEQA) as it is not a "project" pursuant to Section 15378 of the CEQA Guidelines.

FISCAL IMPACT:

None identified.

CONCLUSION:

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

Respectfully submitted,

_____

Heidi Quinn
Interim City Attorney
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING RESOLUTION 80-71, AS AMENDED, PARAGRAPHS 8, 9, 13, AND 27, REGARDING BEST PRACTICES FOR PUBLIC ENGAGEMENT AND MEETING EFFICIENCY.

WHEREAS, at the regular meeting of December 12, 1980, the City Council adopted Resolution No. 80-71 Establishing the Rules and Procedures for the Conduct of Meetings of the City Council ("Rules and Procedures"); and

WHEREAS, the City Council previously amended the Rules and Procedures by adopting Resolution Nos. 85-1, 90-09, 91-17, 92-30, 94-15, 98-03, 99-01, 2001-106, 2009-41, 2011-32, 2011-33, 2011-65, and 2019-107; and

WHEREAS, after discussion, the City Council directed staff to place on a future agenda a resolution to make proposed changes to the Rules and Procedures regarding public engagement and meeting efficiency; and

WHEREAS, staff proposes modifications to Paragraph 8 regarding Order of Business and Consideration and Sequence of Agenda Items, Paragraph 9 regarding Preparation of Minutes, Paragraph 13 regarding Debate, and Paragraph 27 regarding Manner of Addressing Council; and amendment of the Agenda format; and

WHEREAS, amendment of Resolution 80-71, as amended, is not subject to California Environmental Quality Act (CEQA) as it is not a "project" pursuant to Section 15378 of the CEQA Guidelines.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Rules and Procedures. The Rules and Procedures shall be modified as follows (new language in italics and deleted language in strike-out text):

1. Paragraph 8 of the Rules and Regulations shall be modified as follows:

8. Order of Business and Consideration and Sequence of Agenda Items.

a) The business of the City Council shall be taken up for consideration and disposition in the following order:

1. Call to Order 5:00p.m. (if there is to be a Closed Session)
2. Roll Call and Establishment of Quorum
3. Closed Session (if any)
4. Open Regular Session (6:30 p.m.) - Report Any Action taken in Closed Session
5. Moment of Silence & Pledge of Allegiance
6. Special Presentations - *no action; no public comment*

~~7.~~ ~~Special~~ *Council and Staff* Announcements ~~*and Communications from the Floor*~~

8. Public Comment – Up to a maximum of 3 minutes per person

9. Consent Agenda
10. Public Hearings
11. Other Council Action Items
12. Council & Staff Informational Reports – *no action taken, no public comment*
13. Adjournment

b) The Mayor, at *their* ~~his/her~~ discretion and subject to majority vote overruling *them* ~~him/her~~, may re-arrange agenda items, provided that any items 'pulled' from Item *9*~~8~~, "Consent Agenda" shall be considered following the last item of Item *11*~~10~~, "Other Council Action Items."

c) The following shall be the procedure for consideration and sequence of each Agenda Item, including Public Hearings:

1. Mayor Introduces the Agenda Item
2. City Manager/Executive Director (or designee/Council Member) Presents Staff Report
3. Applicant/proponent, when appropriate, up to ten (10) minutes (at Presiding Officer's discretion)
4. City Council Clarifying *Technical* Questions of Staff and Applicant/Proponent
5. ~~Brief Council Comments and Motion~~ *Public Comments* – up to a maximum of ~~four~~ *three* (~~4~~*3*) minutes per person
6. Mayor Closes Public Hearing/Public Comments
7. Council *Motion and* Discussion
8. Council Vote

2. Paragraph 9 of the Rules and Regulations shall be modified as follows:

9. Preparation of Minutes. The City Clerk shall have exclusive responsibility for preparation of ~~the~~ *action* minutes, and any directions for changes in the minutes shall be made only by majority action of the City Council.

3. Paragraph 13 of the Rules and Regulations shall be modified as follows:

13. Rules of Debate.

g) Limitation of Debate. No Council Member shall be allowed to speak more than once upon any particular subject until every other Council Member desiring to do so shall have spoken. *Council Members may speak twice on a given subject*.

4. Paragraph 27 of the Rules and Regulations shall be modified as follows:

27. Addressing the Council

a) Manner of Addressing Council. Each person desiring to address the Council ~~shall step up to the speaker's rostrum, state his name and address for the record, state the subject he wishes to discuss, state whom he is representing if he represents an organization or other persons, and, unless further time is otherwise specifically~~

~~provided for in these rules or is granted by majority vote of the Council, shall limit his remarks~~ *may comment for up to* ~~four~~ *three* (~~4~~*3*) minutes, *which may be limited at the discretion of the Mayor depending on time available and the number of speakers*. All remarks shall be addressed to the Council as a whole and not to any member thereof. No question shall be asked a Council Member or a member of the City staff without the permission of the Presiding Officer.

c) After ~~Motion~~ Close of Public Hearing. After ~~a motion has been made or~~ a public hearing has been closed, no member of the public shall address the Council from the audience on the matter under consideration without first securing permission to do so by the City Council.

5. The Agenda format shall be in substantially the same form as Attachment 1 hereto.

Section 3. Effective Date of Resolution. This Resolution shall take effect on immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held this ____day of _____ 2022, 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

AGENDA TEMPLATE

DATE

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

REGULAR MEETING

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

Council Chambers
211 Hillcrest Avenue
Marina, California

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

In accordance with California Government Code §54953(e)(1)(A) and (C) and the Proclamation of a State of Emergency issued by Governor Newsom on March 4, 2020, under the provisions of Government Code §8625 related to the COVID-19 (coronavirus) pandemic, consistent with recommendations by State and local health officials regarding social distancing and in order to prevent an imminent risk to the health and safety of attendees as determined in Resolution 2022-78, public participation in City of Marina City Council public meetings shall be electronic only and without a physical location for public participation until the earlier of May 31, 2022, or such time as the City Council may adopt a resolution in accordance with Government Code §54953(e)(3). This meeting is being broadcast "live" on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at https://accessmediaproductions.org/

PARTICIPATION

You may participate in the City Council meeting in real-time by calling Zoom Meeting via the weblink and phone number provided at the top of this agenda. Instructions on how to access, view and participate in remote meetings are provided by visiting the City's home page at https://cityofmarina.org/. Attendees can make oral comments during the meeting by using the "Raise Your Hand" feature in the webinar or by pressing *9 on your telephone keypad if joining by phone only. If you are unable to participate in real-time, you may email to marina@cityofmarina.org with the subject line "Public Comment Item#__ " (insert the item number relevant to your comment) or "Public Comment – Non Agenda Item." 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)**

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)

   Cristina Medina Dirksen, David Burnett, Lisa Berkley, Mayor Pro-Tem/Vice Chair Kathy Biala, Mayor/Chair Bruce C. Delgado

3. PUBLIC COMMENT:

4. CLOSED SESSION: ~~*As permitted by Government Code Section 54956 et seq., the (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) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*~~

   a. Conference with Legal Counsel, Item #1

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. Presentation #1

7. ~~SPECIAL~~ COUNCIL AND STAFF ANNOUNCEMENTS ~~AND~~

8. ~~COMMUNICATIONS FROM THE FLOOR~~PUBLIC COMMENT**:** ~~*Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public.*~~ *Any member of the public may comment on any matter within the City Council's jurisdiction* ~~*which*~~ *that is not on the agenda.* ~~*Please state your name for the record.*~~ *Action will not be taken on* ~~*an*~~ *items* ~~*that is*~~ *not on the agenda.* ~~*If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to*~~

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~~a~~Comments are limited to a maximum of ~~four~~ three (~~4~~3) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council. 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 ~~the~~ City Council may ask a question or make a comment about an agenda item and staff ~~will~~ may provide a response. If discussion or a lengthy explanation is required, ~~the Council may that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency~~remove an item from the Consent Agenda for individual consideration. If an item is pulled for discussion, it ~~and~~ will be placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

10. CONSENT AGENDA: ~~*Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these*~~*These items are considered to be routine and non-controversial. All items under the Consent Agenda ~~are normally~~may be approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff ~~will~~ may provide a response. If discussion or a lengthy explanation is required, Council may ~~that item will be~~ remove the item~~d~~ from the Consent Agenda and it will be placed at the end of Other Action Items.*

    a. ACCOUNTS PAYABLE:

        (1) Accounts Payable Check Numbers XXX– _____, totaling $

    b. MINUTES:

        (1) DATE, Regular City Council Meeting

    c. CLAIMS AGAINST THE CITY: None

    d. AWARD OF BID: None

    e. CALL FOR BIDS: None

    f. ADOPTION OF RESOLUTIONS:

        (1) City Council consider adopting Resolution No. 2022-, regarding . . .

    g. APPROVAL OF AGREEMENTS:

        (1) City Council consider adopting Resolution No. 2022-, approving . . .

    h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

    i. MAPS:

    j. REPORTS: (RECEIVE AND FILE): None

    k. FUNDING & BUDGET MATTERS: None

    l. APPROVE ORDINANCES (WAIVE SECOND READING):

        (1) City Council consider adopting Ordinance No. 2022-, approving . . .

    m. APPROVE APPOINTMENTS: None

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11. PUBLIC HEARINGS: *For public hearings involving a quasi-judicial determination by the Council, 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. In public hearings not involving a quasi-judicial determination by the Council, all persons may be given up to three (3) minutes to speak on the matter.*

    a. City Council open a public hearing and consider adopting Resolution No, 2022-, approving . . .

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. ~~The public is invited to approach the podium to provide up to four~~Members of the public may be given up to three ~~(4~~3) minutes ~~of public comment~~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. ~~The public is invited to approach the podium to provide up to four (4) minutes of public comment.~~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. City Council consider . . .

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

    a. Monterey County Mayor's Association [Mayor Bruce Delgado]
    b. AB1234 Reports ~~Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.~~

ADJOURNMENT:

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 6:30 p.m., Friday, July 15, 2022.

_____

ANITA SHARP, DEPUTY CITY CLERK

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of the City Clerk at 211 Hillcrest Avenue, Marina between the hours of 10:00 a.m. 5:00 p.m., on the Monday preceding the meeting.

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

Members of the public may receive the City Council, Airport Commission and Successor Agency of the Former Redevelopment Agency Agenda at a cost of $55 per year or by providing a self-addressed, stamped envelope to the City Clerk. The Agenda is also available at no cost via email by notifying the City Clerk at marina@cityofmarina.org

ALL MEETINGS ARE OPEN TO THE PUBLIC. THE CITY OF MARINA DOES NOT DISCRIMINATE AGAINST PERSONS WITH DISABILITIES. Council Chambers are wheelchair accessible. Mmeetings are broadcast on cable channel 25 and recordings of meetings can be provided upon request. Tto 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. Rrequests must be made at least ***48 hours*** *in advance of the meeting.*

DRAFT

EXHIBIT E

August 12, 2022 Item No. **11d**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 16, 2022

CITY COUNCIL CONSIDER ADOPTING RESOLUTION 2022-, AMENDING RESOLUTION NO. 80-71, AS AMENDED, PARAGRAPHS 8, 9, 13, AND 27, REGARDING BEST PRACTICES FOR PUBLIC ENGAGEMENT AND MEETING EFFICIENCY

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2022-, amending Resolution No. 80-71, as amended, Establishing the Rules and Procedures for the Conduct of Meetings;
2. Amending Paragraph 8 regarding Order of Business and Consideration and Sequence of Agenda Items;
3. Amending Paragraph 9 regarding Preparation of the Minutes;
4. Amending Paragraph 13 regarding Debate;
5. Amending Paragraph 27 regarding Manner of Addressing Council; and
6. Approving a new Agenda format in substantially the same form as Exhibit B.

BACKGROUND:

At the regular meeting of December 12, 1980, the City Council adopted Resolution No. 80-71, "Establishing the Rules and Procedures for the Conduct of Meetings of the City Council" ("Rules and Procedures"). The Rules and Procedures govern Council conduct, and include provisions for the setting meetings, order of the agendas, Council debate, and conflicts of interest.

The Rules and Procedures have been amended multiple times over the years – primarily in regard to the order of the agenda and meeting times.[1] (**EXHIBIT A**.) More recently, the City Council directed staff to bring forward proposals regarding the Rules and Procedures to increase public engagement and improve meeting efficiency. While this is the present direction, a more comprehensive update can be brought forward to align the Rules and Procedures with the Marina Municipal Code, and incorporate all amendments into one document.

ANALYSIS:

Elected officials have a large body of work to get through, and it must be accomplished in a reasonable amount of time. A well-organized agenda, appropriate opportunities for public comment and following protocol are all essential to running an effective meeting.

Public Engagement

Public comment is an essential part of local government meetings. Hearing from the public is a critical part of the Council's role. Council members need to be in touch with the public and be responsive. That said, the purpose of public comment is to inform the Council of the public's views, and not to enter into debate or dialogue with Council.

[1] See Resolutions 85-1, 90-09, 91-17, 92-30, 94-15, 98-03, 99-01, 2001-106, 2009-41, 2011-32, 2011-33, 2011-65, and 2019-107.

Time limits on public comment are an important tool for running a meeting of reasonable length, and prioritizing the important discourse while participants are available. General public comment at the meeting's outset must be balanced against those members of the public that have come to speak on particular agenda items. Extensive general comment, prior to the Council's deliberation of agendized action items, can fatigue all participants and diminish the quality of the discourse and decision-making.

It is recommended that the Mayor and Council do not respond to general public comments. The Mayor may provide brief factual information, if appropriate, but should not enter into a back and forth exchange or call on staff to provide answers on the spot. A best practice is for staff to note input or questions and provide responses at a later date, or to place the item on a future agenda.

The City may adopt reasonable regulations for public comment, including time limits. Many public agencies allow up to three minutes, which can be limited if there are many participants or to accommodate a lengthy agenda. The public does not need to be given an opportunity to speak on an item that has already been considered by a committee made up exclusively of members of the Council at a public meeting, if all interested members of the public had the opportunity to speak on the item before or during its consideration, and if the item has not been substantially changed. In addition, the City may provide multiple ways for residents to express their views, which can further reduce pressure on meeting time, i.e., by encouraging letters and other written communication.

Staff proposes amendments to the current Agenda template in terms of public comments. (**EXHIBIT B**.) It is recommended that public input on the Consent Agenda be heard under general Public Comment. In this way, the Consent Agenda may be called, and if no items are pulled, adopted in one motion. Additionally, staff proposes to make the Agenda more user-friendly by including only those items brought forward for Council action.

Staff recommends changes to the Rules and Procedures, Paragraph 8 a), to separate Council and Staff Announcements from Public Comment. Subsection b) modifications reflect the new numbering, and update the Rules with gender-neutral language. Proposed additions are set forth in italicized font; deletions are noted in strikeout font:

8. Order of Business and Consideration and Sequence of Agenda Items.

   a) The business of the City Council shall be taken up for consideration and disposition in the following order:

      1. Call to Order 5:00p.m. (if there is to be a Closed Session)
      2. Roll Call and Establishment of Quorum
      3. *Public Comments*
      4. Closed Session (if any)
         Open Regular Session (6:30 p.m.) - Report Any Action taken in Closed Session
      5. Moment of Silence & Pledge of Allegiance
      6. Special Presentations - *no action; no public comment*
      7. ~~Special~~ *Council and Staff* Announcements ~~*and Communications from the Floor*~~
      8. *Public Comment – Up to a maximum of 3 minutes per person*
      9. Consent Agenda for Successor Agency (If any)
      10. Consent Agenda
      11. Public Hearings
      12. Other Council Action Items of the Successor Agency
      13. Other Action Items:
      14. Council & Staff Informational Reports – *no action taken, no public comment*
      15. Adjournment

b) The Mayor, at *their* ~~his/her~~ discretion and subject to majority vote overruling *them* ~~him/her~~, may re-arrange agenda items, provided that any items 'pulled' from Item *9*~~8~~, 'Consent Agenda' shall be considered following the last item of ltem *11*~~10~~, "Other Council Action Items."

Paragraph 27 a) of the Rules and Procedures, entitled "Manner of Addressing Council," sets forth the allotted time for public comments. Proposed modifications consider that members of the public cannot be required to provide their names or other information as prerequisite to speaking, and that the Council has the ability to limit public comment where necessary for meeting efficiency. Proposed additions are shown in italicized font; deletions are in strikeout font:

27. Addressing the Council

a) Manner of Addressing Council. Each person desiring to address the Council ~~shall step up to the speaker's rostrum, state his name and address for the record, state the subject he wishes to discuss, state whom he is representing if he represents an organization or other persons, and, unless further time is otherwise specifically provided for in these rules or is granted by majority vote of the Council, shall limit his remarks~~ *may comment for up to* ~~four~~ *three* (~~4~~*3*) minutes. All remarks shall be addressed to the Council as a whole and not to any member thereof. No question shall be asked a Council Member or a member of the City staff without the permission of the Presiding Officer.

c) After ~~Motion~~ Close of Public Hearing. After ~~a motion has been made or~~ a public hearing has been closed, no member of the public shall address the Council from the audience on the matter under consideration without first securing permission to do so by the City Council.

Structured Discussion

Motion after public comment and prior to Council discussion can help focus Council discourse by identifying the issue to be decided. Accordingly, staff recommends the Council first solicit public input, and then make a motion, followed by Council discussion and a vote. This is the recommended process set forth in Rosenberg's Rules of Order, which is a simplified version of Robert's Rules of Order. Not only does this help identify the issue before the Council, but it ensures compliance with the Brown Act, which requires the public be provided an opportunity to speak prior to action being taken.

Paragraph 8 c) of the Rules and Procedures sets forth the procedure for consideration of Agenda Items. The proposed modifications are set forth below (additions shown in italicized font; deletions in strikeout font):

8. Order of Business and Consideration and Sequence of Agenda Items.

c) The following shall be the procedure for consideration and sequence of each Agenda Item, including Public Hearings:
   1. Mayor Introduces the Agenda Item
   2. City Manager/Executive Director (or designee/Council Member) Presents Staff Report
   3. Applicant/proponent, when appropriate, up to ten (10) minutes (at Presiding Officer's discretion)
   4. City Council Clarifying *Technical* Questions of Staff and Applicant/Proponent
   5. ~~Brief Council Comments and Motion~~ *Public Comments* – up to a maximum of ~~four~~ *three* (~~4~~*3*) minutes per person
   6. Mayor Closes Public Hearing/Public Comments

7. Council *Motion and* Discussion
8. Council Vote

A summary of the public hearing process is also included on the draft Agenda.

Paragraph 13 g), "Limitation of Debate" provides, "No Council Member shall be allowed to speak more than once upon any particular subject until every other Council Member desiring to do so shall have spoken." To enhance debate, and manage time more efficiently, some councils have adopted the rule that each person may speak twice on a given subject. This proposed modification is set forth below (additions shown in italicized font):

13. Rules of Debate.

g) Limitation of Debate. No Council Member shall be allowed to speak more than once upon any particular subject until every other Council Member desiring to do so shall have spoken. *Council Members may speak twice on a given subject.*

Meeting Preparation

To aid in meeting efficiency, questions of staff should be asked in advance. This saves Council time during the meeting, and for those questions that must be addressed at the meeting, enables staff to prepare to answer the questions accurately and succinctly. As a result, meetings run more smoothly, Council is provided the information needed for decision-making, and the need to continue items to the next agenda is minimized.

Minutes

Many public agencies have adopted action minutes, which record what is done at a meeting and not what is said. This is also the guideline of Robert's Rules of Order, which governs Council conduct. The time and effort required to prepare detailed minutes summarizing what was said, and their subjective nature, are time-consuming and the effort often exceeds the value to the City and to the public. This is not necessary given that Council meetings are recorded and available through AMP and YouTube. The proposed modification to the Rules is set forth below (additions shown in italicized font; deletions in strikeout font):

9. Preparation of Minutes. The City Clerk shall have exclusive responsibility for preparation of ~~the~~ *action* minutes, and any directions for changes in the minutes shall be made only by majority action of the City Council.

CEQA:

Amendment of Resolution 80-71 is not subject to California Environmental Quality Act (CEQA) as it is not a "project" pursuant to Section 15378 of the CEQA Guidelines.

FISCAL IMPACT:

None identified.

CONCLUSION:

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

Respectfully submitted,

_____

Heidi Quinn
Interim City Attorney
City of Marina

Attachments:

Exhibit A: Rules and Procedures, and Amendments
Exhibit B: Redlined and Integrated draft Agendas

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING RESOLUTION 80-71, AS AMENDED, PARAGRAPHS 8, 9, 13, AND 27, REGARDING BEST PRACTICES FOR PUBLIC ENGAGEMENT AND MEETING EFFICIENCY.

WHEREAS, at the regular meeting of December 12, 1980, the City Council adopted Resolution No. 80-71 Establishing the Rules and Procedures for the Conduct of Meetings of the City Council ("Rules and Procedures"); and

WHEREAS, the City Council previously amended the Rules and Procedures by adopting Resolution Nos. 85-1, 90-09, 91-17, 92-30, 94-15, 98-03, 99-01, 2001-106, 2009-41, 2011-32, 2011-33, 2011-65, and 2019-107; and

WHEREAS, after discussion, the City Council directed staff to place on a future agenda a resolution to make proposed changes to the Rules and Procedures regarding public engagement and meeting efficiency; and

WHEREAS, staff proposes modifications to Paragraph 8 regarding Order of Business and Consideration and Sequence of Agenda Items, Paragraph 9 regarding Preparation of Minutes, Paragraph 13 regarding Debate, and Paragraph 27 regarding Manner of Addressing Council; and amendment of the Agenda format; and

WHEREAS, amendment of Resolution 80-71, as amended, is not subject to California Environmental Quality Act (CEQA) as it is not a "project" pursuant to Section 15378 of the CEQA Guidelines.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Rules and Procedures. The Rules and Procedures shall be modified as follows (new language in italics and deleted language in strike-out text):

1. Paragraph 8 of the Rules and Regulations shall be modified as follows:

   8. Order of Business and Consideration and Sequence of Agenda Items.

      a) The business of the City Council shall be taken up for consideration and disposition in the following order:

         1. Call to Order 5:00p.m. (if there is to be a Closed Session)
         2. Roll Call and Establishment of Quorum
         3. *Public Comments*
         4. Closed Session (if any)
            Open Regular Session (6:30 p.m.) - Report Any Action taken in Closed Session
         5. Moment of Silence & Pledge of Allegiance
         6. Special Presentations - *no action; no public comment*
         ~~7. Special~~ *Council and Staff* Announcements ~~*and Communications from the Floor*~~
         8. Public Comment – Up to a maximum of 3 minutes per person
         9. Consent Agenda for Successor Agency (If any)
         10. Consent Agenda
         11. Public Hearings
         12. Other Council Action Items of the Successor Agency

13. Other Action Items:
14. Council & Staff Informational Reports – *no action taken, no public comment*
15. Adjournment

b) The Mayor, at *their* ~~his/her~~ discretion and subject to majority vote overruling *them* ~~him/her~~, may re-arrange agenda items, provided that any items 'pulled' from Item *9*~~8~~, "Consent Agenda" shall be considered following the last item of Item *11*~~10~~, "Other Council Action Items."

c) The following shall be the procedure for consideration and sequence of each Agenda Item, including Public Hearings:
   1. Mayor Introduces the Agenda Item
   2. City Manager/Executive Director (or designee/Council Member) Presents Staff Report
   3. Applicant/proponent, when appropriate, up to ten (10) minutes (at Presiding Officer's discretion)
   4. City Council Clarifying *Technical* Questions of Staff and Applicant/Proponent
   5. ~~Brief Council Comments and Motion~~ *Public Comments* – up to a maximum of ~~four~~ *three* (~~4~~*3*) minutes per person
   6. Mayor Closes Public Hearing/Public Comments
   7. Council *Motion and* Discussion
   8. Council Vote

2. Paragraph 9 of the Rules and Regulations shall be modified as follows:

   9. Preparation of Minutes. The City Clerk shall have exclusive responsibility for preparation of ~~the~~ *action* minutes, and any directions for changes in the minutes shall be made only by majority action of the City Council.

3. Paragraph 13 of the Rules and Regulations shall be modified as follows:

   13. Rules of Debate.

   g) Limitation of Debate. No Council Member shall be allowed to speak more than once upon any particular subject until every other Council Member desiring to do so shall have spoken. *Council Members may speak twice on a given subject*.

4. Paragraph 27 of the Rules and Regulations shall be modified as follows:

   27. Addressing the Council

   a) Manner of Addressing Council. Each person desiring to address the Council ~~shall step up to the speaker's rostrum, state his name and address for the record, state the subject he wishes to discuss, state whom he is representing if he represents an organization or other persons, and, unless further time is otherwise specifically provided for in these rules or is granted by majority vote of the Council, shall limit his remarks~~ *may comment for up to* ~~four~~ *three* (~~4~~*3*) minutes. All remarks shall be addressed to the Council as a whole and not to any member thereof. No question shall be asked a Council Member or a member of the City staff without the permission of the Presiding Officer.

c) After ~~Motion~~ Close of Public Hearing. After ~~a motion has been made or~~ a public hearing has been closed, no member of the public shall address the Council from the audience on the matter under consideration without first securing permission to do so by the City Council.

5. The Agenda format shall be in substantially the same form as Attachment 1 hereto.

Section 3. Effective Date of Resolution. This Resolution shall take effect on immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held this 16th day of August 2022, by the following vote:

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

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

RESOLUTION NO. 80- 71

A RESOLUTION ESTABLISHING RULES AND PROCEDURES FOR THE CONDUCT OF THE MEETINGS OF THE MARINA CITY COUNCIL

-oOo-

WHEREAS, in order to provide for continuity of responsibility and to provide sufficient time and opportunity for full consideration and public discussion of important issues which the City Council must review and decide, and in order to provide for the orderly and expeditious conduct of council meetings, it is necessary and appropriate to adopt the following rules and procedures relating to the conduct of such meetings,

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

1. Purpose. The purpose of this resolution is to establish the procedure for the presentation and determination of matters coming before the Marina City Council, to provide for the fair and efficient consideration of said matters, and to insure that the public is fully informed of the matters coming before the City Council and has an opportunity to witness the deliberations of the members thereof in the conduct of public business, and that proper public involvement in the deliberations of the Council be encouraged.

2. Regular Meetings. The City Council shall hold regular meetings on the first and third Tuesdays of each month at the hour of 7:30 o'clock p.m. in the Council Chamber of the City Hall, 211 Hillcrest Avenue in the City, or in such other place within the city limits to which said meeting may be adjourned. If by reason of fire, flood or other emergency it shall be unsafe to meet in the City Hall, the meetings may be held for the duration of the emer-

gency at such other place as is designated by the Mayor or, if he should fail to act, by three members of the City Council. When the day for any regular meeting falls on a legal holiday, no meeting shall be held on such holiday, but a regular meeting shall be held at the same hour on the following business day.

3. Study Sessions. The City Council shall meet in a study session on the first and third Tuesdays of each month at the hour of 7:00 o'clock p.m. in the Council Chamber of the City Hall, or at such other place as may be determined by the Council, for the purpose of hearing reports from the staff and reviewing, discussing and debating matters of interest to the City. Such sessions shall be open to the public and press. No official action shall be taken at a study session; provided, however, that nothing herein shall be deemed to prevent the taking of an informal vote on any matter under discussion. The participation of the public in such sessions shall be subject to the discretion of the presiding officer.

4. Special Meetings. Special meetings may be called at any time by the Mayor, or by three members of the City Council, by delivering personally or by mail written notice to each Council Member and to each local newspaper of general circulation, radio or television station requesting notice in writing. Such notice must be delivered personally or by mail at least twenty-four hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the speical meeting and the business to be transacted. No other business shall be considered at such meetings. Such written notice may be dispensed with as to any Council Member who at or prior to the time the meeting convenes files with the City Clerk a written waiver of notice. Such

waiver may be given by telegram. Such written notice may also be dispensed with as to any Council Member who is actually present at the meeting at the time it convenes.

5. Meetings to be Public - Exception for Executive Sessions. All regular and special meetings of the City Council shall be public; provided, however, the City Council may hold executive sessions during a regular or special meeting, from which the public may be excluded, for the purpose of considering the matters referred to in §§54957-54957.6 of the Government Code of the State of California.

No member of the City Council, employee of the City, or any other person present during an executive session of the Council shall disclose to any person the content or substance of any discussion which took place during said executive session unless the City Council shall authorize the disclosure of such information by majority vote.

6. Agenda. All reports, communications, ordinances, resolutions, contract documents or other matters to be submitted to the Council at a regular meeting shall be delivered to the City Clerk not later than 12:00 o'clock noon on the Wednesday preceding the meeting. The City Clerk shall prepare an agenda of all such matters according to the order of business (paragraph 8 hereinbelow). The agenda shall be delivered or otherwise made available to the Council Members on the Friday preceding the Tuesday Council meeting to which it pertains, and shall be made available to the public no later than 10:00 o'clock a.m. on the Monday preceding the meeting. All matters shall be considered by the Council in the order listed on the agenda, to the extent of time available; provided, however, that the order of the agenda may be changed at any time by the

unanimous consent of all Council Members then present at a meeting. Agenda items not considered or completed for lack of time shall become agenda items at the following meeting in accordance with the foregoing policies. No matters other than those on the agenda shall be finally acted upon by the Council; provided, however, that a matter deemed to be an emergency by any Council Member, the City Manager or the City Attorney, or a matter which would become moot if not acted upon at the Council meeting at which it is brought up, with an explanation of the emergency or other necessity for bringing it up stated in open Council meeting, may be placed upon the agenda by a motion, seconded and carried, and then may be considered and acted upon by the Council.

7. Council Correspondence.

a) Availability to the Public. Correspondence addressed to the City Council which is received by the City Clerk or any other officer or employee of the City shall not become a public record until received and filed by the Council at a regular, special or adjourned meeting of the Council. Correspondence received in the City Clerk's office or other offices after 12:00 o'clock noon on the Wednesday preceding a regular Council meeting shall not be placed on the agenda unless it concerns a matter to be considered by the Council at the next regular meeting or is determined by the Mayor or the City Manager to be an urgent matter which should be brought to the immediate attention of the Council. Correspondence shall not be read aloud at a Council meeting unless requested by a majority vote of the Council.

b) Authority of City Manager. The City Manager is authorized to open and examine all mail or other written communications

addressed to the City Council and to give it immediate attention to the end that all administrative business referred to in said communications and not necessarily requiring Council action may be acted upon between Council meetings.

8. Order of Business. The business of the Council shall be taken up for consideration and disposition in the following order:

1. Call to Order
2. Pledge of Allegiance and Invocation.
3. Roll Call.
4. Approval of the Minutes.
5. Communications from Floor Not on Agenda.
6. Special Presentations (if any).
7. Consent Calendar Items.
8. Public Hearings.
9. Other Agenda Items - Consideration of Ordinances and Resolutions
10. Council and Staff Reports.
11. Executive Sessions (if any).
12. Adjournment.

The order of business shall not be changed except by majority vote of the City Council.

9. Preparation of Minutes. The City Clerk shall have exclusive responsibility for preparation of the minutes, and any directions for changes in the minutes shall be made only by majority action of the City Council.

10. Reading of Minutes. Unless the reading of the minutes of a Council meeting is ordered by a majority vote of the Council, such minutes may be approved without reading if the City Clerk has previously furnished each Council Member with a copy.

11. Presiding Officer. The Mayor shall be the Presiding Officer at all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tempore shall preside. In the absence of both the Mayor and Mayor Pro Tempore, the City Clerk shall call

the Council to order, whereupon a temporary Presiding Officer shall be elected by the Council Members present to serve until the arrival of the Mayor or Mayor Pro Tempore or until adjournment. Wherever in this resolution the term Mayor is used, it shall apply equally to the Presiding Officer as defined in this section.

12. Powers and Duties of Presiding Officer.

a) Participation. The Presiding Officer may move, second, debate and vote from the Chair.

b) Question to be Stated. The Presiding Officer or such member of the City staff as he may designate shall verbally restate each question immediately prior to calling for the vote. Following the vote the City Clerk shall announce whether the question carried or was defeated. The Presiding Officer in his discretion may publicly explain the effect of a vote for the audience, or he may direct a member of the City staff to do so, before proceeding to the next item of business.

c) Signing of Documents. The Presiding Officer shall sign all ordinances, resolutions, contracts, and other documents necessitating his signature which were adopted in his presence, unless he is unavailable, in which case the signature of an alternate Presiding Officer may be used.

d) Sworn Testimony. The Presiding Officer may require any person addressing the City Council to be sworn as a witness and to testify under oath, and the Presiding Officer shall so require if directed to do so by a majority vote of the Council.

13. Rules of Debate.

a) Getting the Floor. Every Council Member desiring to speak shall first address the Chair, gain recognition by the

Presiding Officer, and shall confine himself to the question under debate, avoiding personalities and indecorous language.

b) Questions to Staff. Every Council Member desiring to question the City staff shall, after recognition by the Presiding Officer, address his questions to the City Manager, the City Attorney, or to such other department head or member of the City staff as may be appropriate.

c) Interruptions. A Council Member, once recognized, shall not be interrupted when speaking unless called to order by the Presiding Officer, unless a point of order or personal privilege is raised by another Council Member, or unless the speaker chooses to yield to a question by another Council Member. If a Council Member while speaking, is called to order, he shall cease speaking until the question of order is determined and, if determined to be in order, may then proceed. Members of the City staff, after recognition by the Presiding Officer, shall hold the floor until completion of their remarks or until recognition is withdrawn by the Presiding Officer.

d) Points of Order. The Presiding Officer shall determine all points of order subject to the right of any Councilman to appeal to the Council. The Presiding Officer may consult with the City Manager or the City Attorney in connection with determining a point of order, or may refer the question involved to either one for determination. If an appeal is taken, the question shall be, "Shall the decision of the Presiding Officer be sustained?" A majority vote shall conclusively determine such question of order.

e) Point of Personal Privilege. The right of a Council

Member to address the Council on a question of personal privilege shall be limited to cases in which his integrity, character or motives are questioned or where the welfare of the Council is concerned. A Council Member raising a point of personal privilege may interrupt another Council Member who has the floor only if the Presiding Officer recognizes the privilege.

f) Privilege of Closing Debate. The Council Member moving the adoption of an ordinance, resolution or motion shall have the privilege of closing debate.

g) Limitation of Debate. No Council Member shall be allowed to speak more than once upon any particular subject until every other Council Member desiring to do so shall have spoken.

14. Ordinances, Resolution and Motions--Precedents. When any ordinance, resolution or motion is properly brought before the Council and seconded by another Council Member, no other action shall be considered except a point of order, or a motion to adjourn, to table, to table to a certain time, to close debate, to refer or to amend. Such items shall have precedence in the order stated in the preceding sentence. Points of order shall be ruled upon by the Presiding Officer, provided that such ruling may be overridden by a majority of the Council. All of such motions, except motions to amend, shall be put to a vote without debate and decided by a majority.

Any of the foregoing motions shall be in order at any time the speaker is duly recognized, except when repeated without intervening business or discussion, or if made when the motion to close debate has been adopted or while a vote is being taken.

a) Motion to Table. If a motion to table (without time

certain) passes, consideration of the matter may be resumed only upon the motion of a member voting with the majority on the motion to table.

b) Motion to Close Debate. When a motion to close debate is duly made and seconded, there shall be no further debate. If the question carries, the Presiding Officer shall put pending amendments to a vote, without debate, in the inverse order of their introduction before putting the main question. If the question is decided negatively, the main question and its amendments remain before the council.

c) Reconsideration. Providing that no intervening rights will be prejudiced, any Council Member who voted with the majority on a question may move the reconsideration of that question at the same meeting in which the original decision was made or at the next following meeting. After a motion for reconsideration has been acted upon, no other similar motion shall be made without unanimous consent.

15. Voting. Three affirmative votes are required to enact an ordinance or to adopt a resolution or motion granting a franchise or authorizing the payment or expenditure of money or incurring of a debt. The majority of a quorum is required to adopt other resolutions or motions. A "majority" refers to a majority of the quorum present.

Every ordinance shall be adopted by a roll call vote. All other matters may be referred to a vote unless a roll call is requested by any Council Member. On all matters for which a voice vote is authorized, the Presiding Officer may ask for, "objections to the question?". If no objection is expressed, the Presiding Officer shall, "so order," and the minutes shall record a unanimous

vote in favor. If any Council Member objects to the procedure, a roll call vote shall be called in the normal manner.

16. Failure to Vote. Every Council Member should vote unless disqualified by reason of a conflict of interest. A Council Member who abstains from voting in effect consents that a majority of the quorum may decide the question voted upon.

17. Silence Constitutes Affirmative Vote. Unless a member of the Council states that he is not voting, his silence shall be recorded as an affirmative vote.

18. Tie Vote. Tie votes shall be lost motions and may be reconsidered.

19. Changing Vote. A member may change his vote only if he makes a timely request to do so immediately following the announcement of the vote by the City Clerk and prior to the time that the next item in the order of business is taken up. A Council Member who publicly announces that he is abstaining from voting on a particular matter shall not subsequently be allowed to withdraw his abstention.

20. Disqualification for Conflict of Interest. Any Council Member who is disqualified from voting on a particular matter by reason of a conflict of interest shall publicly state or have the Presiding Officer state the nature of such disqualification in open meeting. Where no clearly disqualifying conflict of interest appears, the matter of disqualification may, at the request of the Council Member affected, be decided by the other Council Members or the City Attorney. A Council Member who is disqualified by reason of a conflict in interest in any matter shall not remain in his seat during the debate and vote on such matter, but shall

request and be given the permission of the Presiding Officer to step down from the Council table. A Council Member stating such disqualification shall not be counted as a part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter.

21. Remarks of Council Member and Synopsis of Debate. A Council Member may request through the Presiding Officer the privilege of having an abstract of his statement on any subject under consideration by the Council entered in the minutes. If the Council consents thereto, such statement shall be entered in the minutes.

22. Protest Against Council Action. Any Council Member shall have the right to have the reasons for his dissent from, or protest against, any action of the Council entered in the minutes. Such dissent or protest to be entered in the minutes shall be made in the following manner: "I would like the minutes to show that I am opposed to this action for the following reasons...".

23. Rules of Order. Except as otherwise provided in this resolution, other rules adopted by the City Council or applicable provisions of State law, the procedures of the Council shall be governed, to the extent applicable, by the latest revised edition of Robert's Rules of Order.

24. Failure to Observe Rules of Order. Rules adopted to expedite the transaction of the business of the Council in an orderly fashion are deemed to be procedural only and the failure to strictly observe such rules shall not affect the jurisdiction ot the Council or invalidate any action taken at a meeting that is otherwise held in conformity with law.

25. Ordinances, Resolutions and Contracts.

a) All ordinances shall be prepared by the City Attorney. No ordinance shall be prepared for presentation to the Council unless ordered by a majority vote of the Council, or requested by the Mayor, or City Manager, or prepared by the City Attorney on his own initiative.

b) Prior Approval by Administrative Staff. All ordinances, resolutions and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney and shall have been examined and approved for administration by the City Manager or his authorized representative.

26. Reading of Ordinances and Resolutions. At the time of adoption of an ordinance or a resolution, it shall be read in full unless, after the reading of the title thereof, the further reading thereof is waived by unanimous consent of the Council Members present. Such consent may be expressed by a statement by the Presiding Officer that "if there is no objection, the further reading of the ordinance or resolution shall be waived". If any Council Member so requests, the ordinance or resolution shall be read in full.

27. Addressing the Council.

a) Manner of Addressing Council. Each person desiring to address the Council shall step up to the speaker's rostrum, state his name and address for the record, state the subject he wishes to discuss, state whom he is representing if he represents an organization or other persons, and, unless further time is otherwise specifically provided for in these rules or is granted by majority vote of the Council, shall limit his remarks to three (3) minutes. All

remarks shall be addressed to the Council as a whole and not to any member thereof. No question shall be asked a Council Member or a member of the City staff without the permission of the Presiding Officer.

b) Spokesman for Group of Persons. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the Presiding Officer to request that a spokesman be chosen by the group to address the Council and, in case additional information or matters are to be presented by any other member of said group, to limit the number of such persons addressing the Council.

c) After Motion. After a motion has been made or a public hearing has been closed, no member of the public shall address the Council from the audience on the matter under consideration without first securing permission to do so by the City Council.

28. Rules of Decorum.

a) Council Members. While the Council is in session, the members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council nor disturb any member while speaking or refuse to obey the orders of the Presiding Officer.

b) Employees. Members of the City staff and employees shall observe the same rules of order and decorum as are applicable to the City Council.

c) Persons Addressing the Council. Any person making impertinent, slanderous or profane remarks, or who becomes boisterous while addressing the Council, shall be called to order by the

Presiding Officer and, if such conduct continues, may at the discretion of the Presiding Officer be barred from further audience before the Council during that meeting, unless permission to continue be granted by a majority of the Council.

d) Members of the Audience. Any person in the audience who engages in disorderly conduct such as hand clapping, stamping of feet, whistling, using profane language, yelling, and similar demonstrations, which conduct disturbs the peace and good order of the meeting, or who refuses to comply with the lawful orders of the Presiding Officer, shall be guilty of an infraction, and upon instructions from the Presiding Officer, it shall be the duty of the Sergeant at Arms to remove any such person from the Council Chamber and to place him under arrest or otherwise cause him to be prosecuted under the law.

29. Enforcement of Decorum. The Director of Public Safety or such member or members of the Public Safety Department as he may designate, shall be Sergeant at Arms of the City Council and shall carry out all orders given by the Presiding Officer for the purpose of maintaining order and decorum at the Council meetings. Any Council Member may move to require the Presiding Officer to enforce the rules, and the affirmative vote of a majority of the Council shall require him to do so.

30. Public Hearings. The following rules shall apply to all public hearings, except when proceedings are held under general laws of the State of California which require different procedures.

a) The Mayor shall state the subject matter of the hearing and declare the public hearing open. Before doing so, he may determine whether or not there are proponents or opponents who wish

to make presentations, how many persons wish to be heard, or other matters which may affect the conduct of the proceedings. He may impose and announce reasonable time limits on presentations or oral arguments by the public.

b) The City Manager or appropriate staff member shall give a factual summary of the matter.

c) The proponents shall be heard. (Written correspondence shall be summarized by the Clerk.)

d) The opponents shall be heard. (Written correspondence shall be summarized by the Clerk.)

e) Each side shall be given a reasonable time for rebuttal. Additional speakers must limit their remarks to providing new information that was not already covered by other speakers.

f) Prior to the close of the public hearing, the Mayor shall give those persons wishing to place their names on the record as being for or against, without presenting an oral argument, an opportunity to do so.

g) The public hearing shall be declared closed.

h) The Council shall discuss and determine the matter.

i) After the public hearing is closed, the public shall not be recognized to speak except to answer any question not covered in the public hearing, and provided that whenever any such answer is given, the opposing side shall be given an opportunity to present facts in rebuttal of the answer given.

31. Policy on Public Input. It is the declared policy of the City Council that any member of the public wishing to be heard on a matter under consideration by the City Council shall be given a reasonable opportunity to do so. Prior to the vote on any issue

the Mayor shall determine whether or not anyone present wishes to be heard. The Mayor may establish reasonable time limits for oral presentations and shall limit the presentation to the matter before the City Council at that time.

32. Absences from Council Meetings. Pursuant to Government Code §36513, if a City Council Member is absent without permission from all regular Council meetings for 60 days consecutively from the last regular meeting he attended, his office becomes vacant and shall be filled by the Council as any other vacancy. In addition, should any Council Member be absent from two (2) consecutive regular Council meetings, or from three (3) regular Council meetings in any six-month period, without permission from (i.e., not excused for good cause by) the Council, the Council may determine that the best interests of the City would be served by said Council Member's resignation, and may request such resignation in a letter authorized by vote of the Council.

33. Automatic Adjournment. Unless otherwise adjourned, all meetings of the City Council shall automatically be adjourned at 10:00 o'clock p.m., except that a majority may extend the automatic adjournment to 10:30 o'clock p.m., and adjournment may be further postponed only by unanimous consent to adjourn not later than a specified time.

34. Amendment of Rules. These rules may be amended by the Council by an affirmative vote of a majority of a quorum; provided, however, that where a provision of these rules require action by a specific affirmative vote which is greater than a majority of a quorum, then an amendment to that rule requires the same vote required for the rule proposed to be amended.

35. Prior Resolution Repealed. The prior resolution of this Council relating to Council meeting procedures, being Resolution No. 76-1, is hereby repealed.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular council meeting duly held on December 2, 1980, by the following vote:

AYES: COUNCIL MEMBERS: Davis, Bird, Laden, Takahashi and Mayor Ouye

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

Robert T. Ouye, Mayor

ATTEST:

Douglas J. Flautt, City Clerk

EXHIBIT A

RESOLUTION NO. 85-1

A RESOLUTION AMENDING RESOLUTION 80-71 ESTABLISHING RULES AND PROCEDURES FOR THE CONDUCT OF THE MEETING OF THE MARINA CITY COUNCIL

-o0o-

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

1. That Resolution No. 80-71 entitled "A Resolution Establishing Rules and Procedures for the Conduct of the Meetings of the Marina City Council", passed and adopted on December 2, 1980, is hereby amended as follows:

8. ORDER OF BUSINESS

The business of the Council shall be taken up for consideration and dispostion in the following order:

1. Call to Order
2. Pledge of Allegiance and Invocation
3. Roll Call
4. Approval of the Minutes
5. Presentations
6. Communications from the Floor (Not on the Agenda)
7. Council and Staff Reports
8. Correspondence
9. Consent Calendar
10. Public Hearings
11. Other Agenda Items
12. Executive Session
13. Adjournment

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Marina duly held on January 8, 1985, by the following vote:

AYES, Councilmembers: Ayers, Blake, Ouye, Kosorek and Mayor Takahashi

NOES, Councilmembers: None

ABSENT, Councilmembers: None

Sleigh J. Takahashi
MAYOR

ATTEST:

Lam W. Bagley
CITY CLERK

RESOLUTION NO. 91-Ø9

A RESOLUTION AMENDING RESOLUTION 85-1 ESTABLISHING RULES AND PROCEDURES FOR THE CONDUCT OF THE MEETING OF THE MARINA CITY COUNCIL

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

1. That Resolution No. 85-1 entitled "A Resolution Establishing Rules and Procedures for the Conduct of the Meetings of the Marina City Council:, passed and adopted on January 8, 1985, is hereby amended as follows:

8. ORDER OF BUSINESS

The business of the Council shall be taken up for consideration and disposition in the following order:

1. Call to order
2. Roll Call & Establishment of Quorum
3. Closed Session
4. Pledge of Allegiance & Words of Inspiration/Moments of Silence
5. Communications From The Floor
6. Special Presentations
7. Consent Agenda (includes Approval of Minutes)
8. Public Hearings
9. Other Council Action Items
1Ø. Council & Staff Informational Reports
11. Correspondence
12. Adjournment

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Marina duly held on the 5th day of February, 1991, by the following vote:

AYES, COUNCIL MEMBERS: Takali, Yates, Horning, Perrine and Mayor Johnsen

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

Edith Johnsen

EDITH JOHNSEN, Mayor

ATTEST:

JOY B. JUNSAY, City Clerk

RESOLUTION NO. 91-17

A RESOLUTION AMENDING RESOLUTION 91-09 ESTABLISHING RULES AND PROCEDURES FOR THE CONDUCT OF THE MEETING OF THE MARINA CITY COUNCIL

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

1. That Resolution No. 91-09 entitled "A Resolution Establishing Rules and Procedures for the Conduct of the Meetings of the Marina City Council:, passed and adopted on February 5, 1991, is hereby amended as follows:

8. ORDER OF BUSINESS

The business of the Council shall be taken up for consideration and disposition in the following order:

1. Call to order
2. Roll Call & Establishment of Quorum
3. Closed Session
4. Pledge of Allegiance & Words of Inspiration/Moments of Silence
5. Special Presentations
6. Communications From The Floor
7. Public Hearings
8. Other Council Action Items
9. Consent Agenda (includes Approval of Minutes)
10. Council & Staff Informational Reports
11. Correspondence
12. Adjournment

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Marina duly held on the 19th day of March, 1991, by the following vote:

AYES, COUNCIL MEMBERS: Takali, Yates, Horning, Perrine and Mayor Johnsen

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

EDITH JOHNSEN, Mayor

ATTEST:

JOY P. JUNSAY, City Clerk

RESOLUTION NO. 92-30

A RESOLUTION AMENDING RESOLUTION 91-17 ESTABLISHING RULES AND PROCEDURES FOR THE CONDUCT OF THE MEETING OF THE MARINA CITY COUNCIL

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

1. That Resolution No. 91-17 entitled "A Resolution Amending Resolution 91-09 Establishing Rules and Procedures for the Conduct of the Meetings of the Marina City Council", passed and adopted on March 19, 1991, is hereby amended as follows:

8. ORDER OF BUSINESS

The business of the Council shall be taken up for consideration and disposition in the following order:

1. Call to order
2. Roll Call & Establishment of Quorum
3. Closed Session
4. Pledge of Allegiance & Words of Inspiration/Moments of Silence
5. Special Presentations
6. Communications From The Floor
7. Special Announcements
8. Public Hearings
9. Other Council Action Items
10. Consent Agenda (includes Approval of Minutes)
11. Council & Staff Informational Reports
12. Correspondence
13. Adjournment

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Marina duly held on the 3rd day of June, 1992, by the following vote:

AYES,	COUNCIL MEMBERS:	Takali, Yates, Horning, Perrine and Mayor Johnsen.
NOES,	COUNCIL MEMBERS:	None
ABSENT,	COUNCIL MEMBERS:	None

Edith Johnsen
EDITH JOHNSEN, Mayor

ATTEST:

JOY P. JUNSAY, City Clerk

RESOLUTION NO. 94-15

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
AMENDING RESOLUTION NO. 80-71 AND 92-30
RELATING TO THE HOURS OF REGULAR MEETINGS AND
THE ORDER OF BUSINESS

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

1. That Resolution No. 80-71, Section 2, entitled "Regular Meetings" passed and adopted on December 2, 1980, is hereby amended as follows:

2. Regular Meeting The City Council shall hold regular meetings on the first and third Tuesday of each month at the hour of 6:30 p.m. in the Council Chambers of the City Hall, 211 Hillcrest Avenue in the City, or in such other place within the city limits to which said meeting may be adjourned. If by reason of fire, flood or other emergency it shall be unsafe to meet in the City Hall, the meetings may be held for the duration of the emergency at such other place as is designated by the Mayor or, if he should fail to act, by three members of the City Council. When the day for any regular meeting falls on a legal holiday, no meeting shall be held on such holiday, but a regular meeting shall be held at the same hour on the following business day.

2. That Resolution No. 92-30 amending the Order of Business passed and adopted June 3, 1992, is hereby amended as follows:

8. ORDER OF BUSINESS.

The business of the Council shall be taken up for consideration and disposition in the following order:

1. CALL TO ORDER 6:00 P.M.
2. ROLL CALL & ESTABLISHMENT OF QUORUM
3. CLOSED SESSION
4. OPEN REGULAR SESSION - REPORT ON ANY ACTION TAKEN IN CLOSED SESSION
5. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE
6. SPECIAL PRESENTATIONS
7. SPECIAL ANNOUNCEMENTS
8. COMMUNICATIONS FROM THE FLOOR
9. CONSENT AGENDA
10. PUBLIC HEARINGS
11. OTHER COUNCIL ACTIONS ITEMS
12. COUNCIL & STAFF INFORMATIONAL REPORTS
13. CORRESPONDENCE
14. ADJOURNMENT

PASSED AND ADOPTED at an Adjourned Regular Meeting of the City Council of the City of Marina duly held on the 7th day of April, 1994, by the following vote:

AYES,	COUNCIL MEMBERS:	John Wilmot, Loyde Yates, Mayor Pro Tem Jim Perrine & Mayor Zaruk Takali.
NOES,	COUNCIL MEMBERS:	NONE
ABSENT,	COUNCIL MEMBERS:	NONE

Zaruk Takali, Mayor

ATTEST:

Joy P. Junsay, City Clerk

RESOLUTION NO. 98-03

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
AMENDING RESOLUTION NO. 94-15 RELATING TO THE ORDER OF BUSINESS

BE IT RESOLVED by this City Council of the City of Marina, that Resolution No. 94-15 is hereby amended to delete Section 8 in its entirety and is replaced by a new Section 8 to read as follows:

8. ORDER OF BUSINESS

The business of the Council shall be taken up for consideration and disposition in the following order:

1. CALL TO ORDER 6:00 P.M.
2. ROLL CALL & ESTABLISHMENT OF QUORUM
3. CLOSED SESSION
4. OPEN REGULAR SESSION - REPORT ON ANY ACTION TAKEN IN CLOSED SESSION
5. MOMENT OF SILENCE (Please stand) & PLEDGE OF ALLEGIANCE
6. SPECIAL PRESENTATIONS
7. SPECIAL ANNOUNCEMENTS
8. COMMUNICATIONS FROM THE FLOOR
9. CONSENT AGENDA
10. PUBLIC HEARINGS
11. OTHER COUNCIL ACTION ITEMS
12. COUNCIL & STAFF INFORMATIONAL REPORTS
13. CORRESPONDENCE
14. ADJOURNMENT

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Marina duly held on the 20th day of January, 1998, by the following vote:

AYES,	COUNCIL MEMBERS:	H. GUSTAFSON, J. WILMOT, J. PERRINE.
NOES,	COUNCIL MEMBERS:	J. VOCELKA.
ABSENT,	COUNCIL MEMBERS:	NONE
ABSTAIN,	COUNCIL MEMBERS:	NONE

James L. Vocelka, Mayor

ATTEST:

Joy P. Junsay, City Clerk

RESOLUTION NO. 99-01

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
AMENDING RESOLUTION NO. 98-03 RELATING TO THE ORDER OF BUSINESS

WHEREAS, the City Council adopted Resolution No. 98-03 is hereby amended as follows:

8. ORDER OF BUSINESS

The business of the City Council shall be taken up for consideration and disposition in the following order:

1. CALL TO ORDER ~~6:00 P.M.~~ 5:30 P.M.
2. ROLL CALL & ESTABLISHMENT OF QUORUM
3. CLOSED SESSION
4. OPEN REGULAR SESSION (6:30 P.M.) - REPORT ON ANY ACTION TAKEN IN CLOSED SESSION
5. MOMENT OF SILENCE (Please stand) & PLEDGE OF ALLEGIANCE (Please remaining standing)
6. SPECIAL PRESENTATIONS
7. SPECIAL ANNOUNCEMENTS
8. COMMUNICATIONS FROM THE FLOOW
9. CONSENT AGENDA
10. PUBLIC HEARINGS
11. OTHER COUNCIL ACTION ITEMS
12. COUNCIL & STAFF INFORMATIONAL REPORTS
13. CORRESPONDENCE
14. ADJOURNMENT

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Marina duly held on the 5th day of January, 1998, by the following vote:

AYES,	COUNCIL MEMBERS:	D. Cleary, H. Gustafson, I. Mettee-McCutchon, K. Nishi, and Mayor J. Perrine.
NOES,	COUNCIL MEMBERS:	NONE
ABSENT,	COUNCIL MEMBERS:	NONE
ABSTAIN,	COUNCIL MEMBERS:	NONE

James E. Perrine, Mayor

ATTEST:

Joy P. Junsay, City Clerk

RESOLUTION NO. 2001-106

A RESOLUTION AMENDING RESOLUTION NO. 80-71 REGARDING THE HOURS OF REGULAR MEETINGS OF THE CITY COUNCIL

-oOo-

BE IT RESOLVED by the City Council of the City of Marina, that paragraph 2 of Resolution No. 80-71 is hereby amended to show that City Council meetings should begin at 5:30 P.M. on the days indicated so that said paragraph now reads as follows:

> "2. Regular Meetings. The City Council shall hold regular meetings on the first and third Tuesday of each month at the hour of 5:30 p.m. in the Council Chambers of City Hall, 211 Hillcrest Avenue in the City, or such other place within the City limits to which said meeting may be adjourned. If by reasons of fire, flood or other emergency it shall be unsafe to meet in City Hall, the meetings may be held for the duration of the emergency at such other place as is designated by the Mayor or, if he should fail to act, by three members of the City Council. When the day for any regular meeting falls on a legal holiday, no meeting shall be held on such holiday, but a regular meeting shall be held at the same hour on the following business day."

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on September 18, 2001, by the following vote:

AYES: COUNCIL MEMBERS: J. Perrine, H. Gustafson, B. Delgado, I. Mettee-McCutchon and M. Morrison.

NOES: COUNCIL MEMBERS: None.

ABSENT: COUNCIL MEMBERS: None.

James E. Perrine, Mayor

ATTEST:

Joy P. Gunsay, City Clerk

LAW OFFICES OF
RT R. WELLINGTON
7 CASS STREET
SUITE D
MONTEREY,
CALIFORNIA 93940
TELEPHONE
(831) 373-8733

RESOLUTION NO. 2009-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA REPEALING SECTION 27a OF RESOLUTION NO. 80-71 AND APPROVING CHANGING THE THREE MINUTE LIMITATION FOR PUBLIC COMMENTS TO FOUR (4) MINUTES

WHEREAS, on December 2, 1980, the City Council of the City of Marina adopted Resolution No. 80-71 which limits the public from addressing the City Council to three (3) minutes, and;

WHEREAS, at a regular meeting of January 20, 2009 Council member Frank O'Connell requested that the council place as a future agenda item the modifying of the three minute limitation of comments made by the public on action matters, and;

WHEREAS, on March 17, 2009, the City Council discussed and received public input.

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

1. Repeal Section 27a of Resolution No. 80-71 relative to three (3) minute time limit for public comment;
2. Approve changing three (3) minute limitation for public comment to four (4) minutes; and
3. Encourage the commissions, committees and boards to do the same and go with four (4) minutes for public comment.

PASSED AND ADOPTED by the City Council of the city of Marina at a regular meeting duly held on the 17th day of March 2009, by the following vote:

AYES, COUNCIL MEMBERS: Ford, McCall, O'Connell, Delgado
NOES, COUNCIL MEMBERS: Gray
ABSENT, COUNCIL MEMBERS:
ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Dimitra M. Hubbard, Deputy City Clerk

RESOLUTION NO. 2011-32
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING PARAGRAPH 34 OF RESOLUTION NO. 80-71 ENTITLED "AMENDMENT OF RULES"

WHEREAS, at the regular meeting of December 12, 1980, the City Council adopted Resolution No. 80-71 Establishing the Rules and Procedures for the Conduct of Meetings of the City Council ("Rules and Procedures"); and

WHEREAS, Paragraph 34 of the Rules and Procedures, entitled "Amendment of Rules," provides that the rules may be amended by an affirmative vote of a majority of a quorum; provided, however, that where a provision of the rules require action by a super-majority, then an amendment to such a rule also requires a vote by that same super-majority; and

WHEREAS, the Council has determined that on occasion the unanimous vote requirement of Paragraph 33 of the Rules and Procedures to postpone adjournment beyond 10:30 p.m. results in City Council business/matters not being concluded during the meeting, even as to matters where interested parties have waited up to four hours for consideration;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Marina, that Paragraph 34, entitled "Amendment of Rules," of the Rules and Procedures is hereby deleted in its entirety and replaced with a new paragraph 34 to read as follows (new language shown in italics):

> "34. Amendment of Rules. These rules may be amended by an affirmative vote of a majority of a quorum; provided, however, that *except as to rules relating to adjournment,* where a provision of these rules requires action by a specific affirmative vote which is greater than a majority of a quorum, then amendment to that rule requires the same vote required for the rule proposed to be amended."

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on March 1, 2011, by the following vote:

AYES: COUNCIL MEMBERS: Brown, Ford, O'Connell, Delgado
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: Amadeo
ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Acting Deputy City Clerk

RESOLUTION NO. 2011-33
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
AMENDING PARAGRAPH 33 OF
RESOLUTION NO. 80-71 ENTITLED "AUTOMATIC ADJOURNMENT"

WHEREAS, at the regular meeting of December 12, 1980, the City Council adopted Resolution No. 80-71 Establishing the Rules and Procedures for the Conduct of Meetings of the City Council ("Rules and Procedures"); and

WHEREAS, Paragraph 33 of the Rules and Procedures, entitled "Automatic Adjournment," provides for automatic adjournment at 10:00 p.m. except that a majority may extend adjournment to 10:30p.m., and adjournment may then be further postponed by unanimous consent; and

WHEREAS, the Council has determined that on occasion the unanimous vote requirement of Paragraph 33 of the Rules and Procedures to postpone adjournment beyond 10:30 p.m. results in City Council business/matters not being concluded during the meeting, even as to matters where interested parties have waited up to four hours for consideration;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Marina, that Paragraph 33 of the Rules and Procedures, entitled "Automatic Adjournment," of the Rules and Procedures is hereby deleted in its entirety and replaced with a new paragraph 34 to read as follows:

> "33. Automatic Adjournment. Unless otherwise adjourned, all meetings of the City Council shall automatically be adjourned at 10:00 o'clock p.m., except that a majority may by one or more motions act to extend the automatic adjournment to not later than a specified time, or for completion of a particular item or items, as specified in the motion to extend the time of adjournment."

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on March 1, 2011, by the following vote:

AYES: COUNCIL MEMBERS: Brown, Ford, O'Connell, Delgado
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: Amadeo
ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Acting Deputy City Clerk

RESOLUTION NO. 2011-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING RESOLUTION NO. 80-71, PARAGRAPH 7 (a) TO MODIFY THE TIME AT WHICH CORRESPONDENCE BECOMES A PUBLIC RECORD AND PARAGRAPH 8 TO COMBINE SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR, ELIMINATE "CORRESPONDENCE" FROM THE ORDER OF BUSINESS AND THE AGENDA AND ALLOW THE MAYOR, SUBJECT TO MAJORITY VOTE OVERRULING HIM/HER, TO RE-ARRANGE AGENDA ITEMS

WHEREAS, at the regular meeting of December 12, 1980, the City Council adopted Resolution No. 80-71 Establishing the Rules and Procedures for the Conduct of Meetings of the City Council ("Rules and Procedures"); and

WHEREAS, at the regular meeting of April 5, 2011, the City Council considered three actions to further streamline City Council meetings; and,

WHEREAS, after discussion, the City Council approved and directed staff to place on a future agenda a resolution to make the following changes to the Rules and Procedures:

a) That correspondence addressed to the City council which is received by the City Clerk or any other officer or employee of the city becomes a public record as soon as it is received; and,

b) Eliminate "correspondence" from the agenda; and

c) Combine special announcements and communications from the floor; and,

d) Allow the Mayor, subject to majority vote overruling him/her, to re-arrange agenda; and,

WHEREAS, Paragraph 7 (a) of the Rules and Procedures, entitled "Availability to the Public," establishes the time at which correspondence addressed to the City Council is a public record; and,

WHEREAS, Paragraph 8 of the Rules and Procedures, entitled "Order of Business and Consideration and Sequence of Agenda Items," establishes the order of taking up business during Council meetings, thereby establishing the agenda, and a prohibition as to changing the Order of Business;

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

1. That Paragraph 7 (a) of the Rules and Procedures, entitled "Availability to the Public," is hereby deleted in its entirety and replaced with a new Paragraph so that the paragraph now reads as follows (*new language shown in italics*):

"a) Availability to the Public. Correspondence addressed to the City Council which is received by the City Clerk or any other officer or employee of the City *becomes a disclosable public record, unless subject to an exemptions under the California Public Records Act, as soon as it is received.* Correspondence received in the City Clerk's office or other offices after 12:00 o'clock noon on the Wednesday preceding a regular meeting shall not be placed on the agenda unless it concerns a matter to be considered by the Council at the next regular meeting or is determined by the Mayor or the City Manager to be an urgent matter which should be brought to the immediate attention of the Council. Correspondence shall not be read aloud at a Council meeting unless requested by a majority vote of the Council."

2. That Paragraph 8 of the Rules and Procedures, as previously amended, entitled "Order of Business and Consideration of Agenda Items," is hereby deleted in its entirety and replaced with a new Paragraph so that the Paragraph now reads as follows (*changes shown in italics*):

"8. Order of Business and Consideration and Sequence of Agenda Items.

a) The business of the City Council shall be taken up for consideration and disposition in the following order (Resolution No. 99-01):

1. Call to Order 5:30 p.m. (if there is to be a Closed Session)
2. Roll Call and Establishment of Quorum
3. Closed Session (if any)
4. Open Regular Session (6:30 p.m.) – Report Any Action taken in Closed Session
5. Moment of Silence & Pledge of Allegiance
6. Special Presentations
7. Special Announcements and *Communications from the Floor –4 Minutes Each Person pursuant to Paragraph 27 a)*
8. Consent Agenda
9. Public Hearings
10. Other Council Action Items
11. Council & Staff Informational Reports
12. Adjournment

b) *The Mayor, at his/her discretion and subject to majority vote overruling him/her, may re-arrange agenda items,* provided that any items 'pulled' from Item 8, 'Consent Agenda' shall be considered following the last item of Item 10, 'Other Council Action Items'.

c) The following shall be the procedure for consideration and sequence of each Agenda Item, including Public Hearings:

1. Mayor Introduces the Agenda Item
2. City Manager/Executive Director (or designee/Council Member) Presents Staff Report
3. Applicant/proponent, when appropriate, up to 10 minutes (at Presiding Officer's discretion)
4. City Council Clarifying Questions of Staff and Applicant/Proponent
5. Brief Council Comments and Motion
6. Public Comments – 4 Minutes Each Person *pursuant to Paragraph 27 a)*
7. Mayor Closes Public Hearing/Public Comments
8. Council Discussion
9. Council Vote"

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on April 19, 2011, by the following vote:

AYES: COUNCIL MEMBERS: Amadeo, Brown, Ford, O'Connell, Delgado
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Acting Deputy City Clerk

c) The following shall be the procedure for consideration and sequence of each Agenda Item, including Public Hearings:

1. Mayor Introduces the Agenda Item
2. City Manager/Executive Director (or designee/Council Member) Presents Staff Report
3. Applicant/proponent, when appropriate, up to 10 minutes (at Presiding Officer's discretion)
4. City Council Clarifying Questions of Staff and Applicant/Proponent
5. Brief Council Comments and Motion
6. Public Comments – 4 Minutes Each Person *pursuant to Paragraph 27 a)*
7. Mayor Closes Public Hearing/Public Comments
8. Council Discussion
9. Council Vote"

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on April 19, 2011, by the following vote:

AYES: COUNCIL MEMBERS: Amadeo, Brown, Ford, O'Connell, Delgado
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Acting Deputy City Clerk

EXHIBIT A

RESOLUTION NO. 2019- 107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING RESOLUTION NO. 80-71, PARAGRAPHS 2 AND 8 a), TO MODIFY THE HOUR AT WHICH THE CITY COUNCIL WILL CONVENE IN CLOSED SEESION AT A REGULAR MEETING

WHEREAS, at the regular meeting of December 12, 1980, the City Council adopted Resolution No. 80-71 Establishing the Rules and Procedures for the Conduct of Meetings of the Marina City Council ("Rules and Procedures"); and

WHEREAS, at the regular meetings of April 7, 1994 (Reso. 94-15), January 5, 1998 (Reso. 99-01), October 18, 2001 (Reso. 01-106), and April 19, 2011 (Reso. 2011-65), the City Council considered actions to further set the hours for convening City Council meetings in closed session and in open session; and

WHEREAS, Paragraphs 2 and 8.a) as amended of the Rules and Procedures, entitled "Regular Meetings" and "Order of Business and Consideration and Sequence of Agenda Items," establish the hour and the order of taking up business during Council meetings, thereby establishing the agenda, and preclude arbitrarily setting the times the Council may convene in closed and open session; and

WHEREAS, after discussion and soliciting comments from the public the Council has determined that if there is to be a closed session on an Agenda for a regular meeting, the Council should convene at the hour of 5:00 p.m.; and

WHEREAS, Paragraph 34 of the Rules and Procedures entitled "Amendment of Rules" provides that the rules may be amended by an affirmative vote of a majority of a quorum; providing, however, that when a provision of the rules require action by a super-majority, then an amendment to such a rule also requires a vote by that same super-majority; and

WHEREAS, Paragraphs 2 includes a provision requiring the vote of three members of the City Council in the event of an emergency, and in the absence of action by the Mayor, to meet as such other place than City Hall as shall be designated, and therefore passage of this Resolution shall require the affirmative vote of not less than three members of the City Council.

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

1. That Paragraph 2 of the Resolution 80-71 Establishing Rules and Procedures for the Conduct of the Meetings of the Marina City Council, as previously amended by Resolution 2001-106, entitled "Regular Meetings" is hereby deleted in its entirety and replaced with a new Paragraph 2 so that the Paragraph now reads as follows (*changes shown in italics)*:

"2. Regular Meetings. The City Council shall hold regular meetings on the first and third Tuesday of each month *convening at the hour of 5:00 p.m. if there is to be a closed session and convening in open session at the hour of 6:30 p.m.*in the Council Chambers of City Hall, 211 Hillcrest Avenue in the City, or such other place within the City limits to which said meeting may be adjourned, If by reason of fire, flood or other emergency it shall be unsafe to meet in City Hall, the meetings may be held for the duration of the emergency at such other place *and at such hour* as is designated by the Mayor or, if he should fail to act, by three members of the City Council. When the day for any regular meeting falls on a legal holiday, no meeting shall be held on such holiday, but a regular meeting shall be held at the same hour on the following business day."

2. That Paragraph 8.a) of Resolution 80-71 Establishing Rules and Procedures for the Conduct of the Meetings of the Marina City Council, as previously amended by Resolutions 94-15, 99-01 and 2011-65, entitled "Order of Business and Consideration and Sequence of Agenda Items," is hereby deleted in its entirety and replaced with a new Paragraph 8.a) so that the Paragraph now reads as follows (*changes shown in italics*):

"8. Order of Business and Consideration and Sequence of Agenda Items.

a) The business of the City Council shall be taken up for consideration and disposition in the following order (Resolution Nos. 94-15, 99-01, 2011-65 and 2019 - ___):

1. Call to Order *5:00 p.m.* (if there is to be a Closed Session)
2. Roll Call and Establishment of Quorum
3. Closed Session (if any)
4. Open Regular Session (6:30 p.m.) – Report Any Action taken in Closed Session
5. Moment of Silence & Pledge of Allegiance
6. Special Presentations
7. Special Announcements and Communications from the Floor – 4 Minutes Each Person pursuant to Paragraph 27 a)
8. Consent Agenda
9. Public Hearings
10. Other Council Action Items
11. Council & Staff Informational Reports
12. Adjournment"

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th Day of October 2019, by the following vote:

AYES: COUNCIL MEMBERS: Berkley, Urrutia, O'Connell, Morton, Delgado
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

AGENDA

DATE

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

REGULAR MEETING

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

Council Chambers
211 Hillcrest Avenue
Marina, California

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

In accordance with California Government Code §54953(e)(1)(A) and (C) and the Proclamation of a State of Emergency issued by Governor Newsom on March 4, 2020, under the provisions of Government Code §8625 related to the COVID-19 (coronavirus) pandemic, consistent with recommendations by State and local health officials regarding social distancing and in order to prevent an imminent risk to the health and safety of attendees as determined in Resolution 2022-78, public participation in City of Marina City Council public meetings shall be electronic only and without a physical location for public participation until the earlier of May 31, 2022, or such time as the City Council may adopt a resolution in accordance with Government Code §54953(e)(3). This meeting is being broadcast "live" on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at https://accessmediaproductions.org/

PARTICIPATION

You may participate in the City Council meeting in real-time by calling Zoom Meeting via the weblink and phone number provided at the top of this agenda. Instructions on how to access, view and participate in remote meetings are provided by visiting the City's home page at https://cityofmarina.org/. Attendees can make oral comments during the meeting by using the "Raise Your Hand" feature in the webinar or by pressing *9 on your telephone keypad if joining by phone only. If you are unable to participate in real-time, you may email to marina@cityofmarina.org with the subject line "Public Comment Item#__ " (insert the item number relevant to your comment) or "Public Comment – Non Agenda Item." 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)**

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)

   Cristina Medina Dirksen, David Burnett, Lisa Berkley, Mayor Pro-Tem/Vice Chair Kathy Biala, Mayor/Chair Bruce C. Delgado

3. PUBLIC COMMENT:

4. CLOSED SESSION: ~~*As permitted by Government Code Section 54956 et seq., the (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) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers Milias Brown Act representative.*~~

   a. Conference with Legal Counsel, Item #1

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. Presentation #1

7. ~~SPECIAL~~ COUNCIL AND STAFF ANNOUNCEMENTS ~~AND~~

8. ~~COMMUNICATIONS FROM THE FLOOR~~PUBLIC COMMENT**:** ~~*Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public.*~~ *Any member of the public may comment on any matter within the City Council's jurisdiction ~~which~~ that is not on the agenda. ~~Please state your name for the record.~~ Action will not be taken on ~~an~~ item~~s~~ ~~that is~~ not on the agenda. ~~If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a~~Comments are limited to a maximum of ~~four~~ three (~~4~~3) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council. 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 ~~the~~ City Council may ~~ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency~~remove an item from the Consent Agenda for individual consideration. If an item is pulled for discussion, it ~~and~~ will be placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

10. CONSENT AGENDA: ~~*Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these*~~*These items are considered to be routine and non-controversial. All items under the Consent Agenda ~~are normally~~may be approved by one motion. Any member of Council or the public may remove an item from the Consent Agenda for individual consideration. ~~Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that~~an item is pulled for discussion, it will be ~~removed from the Consent Agenda and~~ placed at the end of Other Action Items.*

    a. ACCOUNTS PAYABLE:

        (1) Accounts Payable Check Numbers XXX– _____, totaling $

    b. MINUTES:

        (1) DATE, Regular City Council Meeting

    c. CLAIMS AGAINST THE CITY: None

    d. AWARD OF BID: None

    e. CALL FOR BIDS: None

    f. ADOPTION OF RESOLUTIONS:

        (1) City Council consider adopting Resolution No. 2022-, regarding . . .

    g. APPROVAL OF AGREEMENTS:

        (1) City Council consider adopting Resolution No. 2022-, approving . . .

    h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

    i. MAPS:

    j. REPORTS: (RECEIVE AND FILE): None

    k. FUNDING & BUDGET MATTERS: None

    l. APPROVE ORDINANCES (WAIVE SECOND READING):

        (1) City Council consider adopting Ordinance No. 2022-, approving . . .

    m. APPROVE APPOINTMENTS: None

11. PUBLIC HEARINGS: *For public hearings involving a quasi-judicial determination by the Council, 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. In public hearings not involving a quasi-judicial determination by the Council, all persons may be given up to three (3) minutes to speak on the matter.

a. City Council open a public hearing and consider adopting Resolution No, 2022-, approving . . .

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. ~~The public is invited to approach the podium to provide up to four~~Members of the public may be given up to three ~~(4~~3) minutes ~~of public comment~~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. ~~The public is invited to approach the podium to provide up to four (4) minutes of public comment.~~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. City Council consider . . .

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

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

b. AB1234 Reports ~~Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.~~

15. ADJOURNMENT:

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 6:30 p.m., Friday, July 15, 2022.

_____

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.

Members of the public may receive the City Council, Airport Commission and Successor Agency of the Former Redevelopment Agency Agenda at a cost of $55 per year or by providing a self-addressed, stamped envelope to the City Clerk. The Agenda is also available at no cost via email by notifying the City Clerk at marina@cityofmarina.org

*ALL MEETINGS ARE OPEN TO THE PUBLIC. THE CITY OF MARINA DOES NOT DISCRIMINATE AGAINST PERSONS WITH DISABILITIES. Council Chambers are wheelchair accessible. Mmeetings are broadcast on cable channel 25 and recordings of meetings can be provided upon request. Tto 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. Rrequests must be made at least **48 hours** in advance of the meeting.*

Exhibit F



Rosenberg's Rules of Order

REVISED 2011

Simple Rules of Parliamentary Procedure for the 21st Century

By Judge Dave Rosenberg

LEAGUE® OF CALIFORNIA CITIES

MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and automony of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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About the Author

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.

Table of Contents

About the Author ii

Introduction 2

Establishing a Quorum 2

The Role of the Chair 2

The Basic Format for an Agenda Item Discussion 2

Motions in General 3

The Three Basic Motions 3

Multiple Motions Before the Body 4

To Debate or Not to Debate 4

Majority and Super-Majority Votes 5

Counting Votes 5

The Motion to Reconsider 6

Courtesy and Decorum 7

Special Notes About Public Input 7

Introduction

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order*.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

1. **Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
3. **Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:

First, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the chair takes a vote. Simply asking for the "ayes" and then asking for the "nays" normally does this. If members of the body do not vote, then they "abstain." Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body."

Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member's desired approach with the words "I move … "

A typical motion might be: "I move that we give a 10-day notice in the future for all our meetings."

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion,** for example, "A motion at this time would be in order."
2. **Suggesting a motion to the members of the body,** "A motion would be in order that we give a 10-day notice in the future for all our meetings."
3. **Making the motion.** As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."

The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

"Motions to amend" and "substitute motions" are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the chair. So if a member makes what that member calls a "motion to amend," but the chair determines that it is really a "substitute motion," then the chair's designation governs.

A "friendly amendment" is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, "I want to suggest a friendly amendment to the motion." The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic "motion to have a five-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows:

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

Second, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed,* the chair would then move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

Motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

Motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

Motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

Motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold." The motion can contain a specific time in which the item can come back to the body. "I move we table this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

Motion to limit debate. The most common form of this motion is to say, "I move the previous question" or "I move the question" or "I call the question" or sometimes someone simply shouts out "question." As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a "request" rather than as a formal motion. The chair can simply inquire of the body, "any further discussion?" If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the "question" as a formal motion, and proceed to it.

When a member of the body makes such a motion ("I move the previous question"), the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

NOTE: A motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item.* This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

Motion to limit debate. Whether a member says, "I move the previous question," or "I move the question," or "I call the question," or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

Counting Votes

The matter of counting votes starts simple, but can become complicated.

Usually, it's pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the "no" votes and double that count to determine how many "yes" votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote "no" then the "yes" vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote "abstain" or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in

California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of "those present" then you treat abstentions one way. However, if the rules of the body say that you count the votes of those "present and voting," then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are "present and voting."

Accordingly, under the "present and voting" system, you would **NOT** count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are "present"), but you treat the abstention votes on the motion as if they did not exist (they are not "voting"). On the other hand, if the rules of the body specifically say that you count votes of those "present" then you **DO** count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like "no" votes.

How does this work in practice?
Here are a few examples.

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are "present and voting." If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three "yes," one "no" and one "abstain" also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body **DOES** have a specific rule requiring a two-thirds vote of members "present." Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a "no" vote. Accordingly, if the votes were three "yes," one "no" and one "abstain," then the motion fails. The abstention in this case is treated like a "no" vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an "abstention" vote? Any time a member votes "abstain" or says, "I abstain," that is an abstention. However, if a member votes "present" that is also treated as an abstention (the member is essentially saying, "Count me for purposes of a quorum, but my vote on the issue is abstain.") In fact, any manifestation of intention not to vote either "yes" or "no" on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote "absent" or "count me as absent?" Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually "absent." That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is "no." There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be, "point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be, "point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.

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EXHIBIT G

Comparing Rosenberg's Rules of Order and Robert's Rules of Order

Robert's Rules of Order is an 714-page manual of parliamentary procedure originally published in the 19th Century by Henry M. Robert III.

Rosenberg's Rules of Order is a simplified and streamlined seven-page version of the rules of parliamentary procedure prepared by Superior Court Judge Dave Rosenberg, who served as a councilmember of the City of Davis, including two terms as Mayor.

See table below for comparison

		Rosenberg's Rules of Order	Robert's Rules of Order
		Comparison	
1.	Fundamental Structure	▪ Set of parliamentary rules.	▪ Same
2.	Quorum	▪ The minimum number of members of the body who must be present at a meeting for business to be legally transacted.	▪ Same
3.	Role of the Chair	▪ It is the chair of the body who is charged with applying the rules of conduct of the meeting.	▪ Same
4.	Format for Agenda Item Discussion	▪ Description of how agenda items are processed. ▪ More detail than is provided in Robert's Rules regarding conduct of meeting. ▪ The chair may limit the time of public speakers. ▪ A second is not an absolute requirement. This is a matter left to the discretion of the chair.	▪ Power to limit the time of public speakers is subject to the decision of the body. ▪ Robert's Rules state that a second is not required on small boards.
5.	Motions in General	▪ Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion.	▪ Same
6.	Motion to Amend	▪ A motion to amend takes the basic motion that is before the body and seeks to change it in some way.	▪ Much more detail/process about how to amend.
7.	Substitute Motion	▪ Allows members to propose a completely different motion as a substitute motion. ▪ Gives the chair discretion to rule on whether a motion is a "motion to amend" or a "substitute motion."	▪ To substitute is a type of amendment. There are somewhat complex rules governing how substitutions are handled.

		Rosenberg's Rules of Order	Robert's Rules of Order
		Comparison	
8.	Friendly Amendment	▪ Allows the common practice of a "friendly amendment" and states that the maker and seconder have the right to accept it or not.	▪ "Friendly amendments" are in essence treated like any other amendment, and thus more formally.
9.	Multiple Motions Before the Body	▪ In restricting motions to three total, Rosenberg rejects the customary system of "precedence of motions."	▪ Robert allows up to 13 ranking motions.
10.	Motion to Recess	▪ Allows the chair to determine the length of the recess.	▪ The length is included in the motion made by a member (amendable but not debatable), so it is within the control of the body.
11.	Motion to Table	▪ This motion must be justified by urgent other business and cannot be debated.	▪ Motion to table "until a specific time" corresponds to Robert's "postpone to a certain time." ▪ Both are debatable.
12.	Motion to Limit Debate	▪ When a member makes this motion, the chair can expedite matters by treating it as a "request" rather than as a formal motion. ▪ The chair can inquire of the body if there any further questions and if there are none, then the chair can go right to the pending motion that is on the floor. ▪ If one person wishes to discuss the pending motion further, then at that point, the chair treats it as a formal motion, and proceeds to it.	▪ Motion to limit debate corresponds to Robert's "previous question." ▪ It is undebatable, and cannot be amended or have any other subsidiary motion applied to it. ▪ Motion brought to bring the assembly at once to a vote on the immediately pending question and on such other pending questions as may be specified in the demand. ▪ Both require two-thirds vote of the body.
13.	Motion to Suspend the Rules	▪ Allows debate.	▪ Motion is not debatable. ▪ Some rules cannot be suspended.
14.	Counting Votes	▪ For a simple majority vote, "one vote more than 50% of the body is required." ▪ In addressing what it means to vote "absent," Rosenberg leaves the determination up to the chair.	▪ When a quorum is present, a majority vote is sufficient for the adoption of any motion that is in order. ▪ The responsibility of announcing, or declaring, the vote rests upon the chair. ▪ Any member may call for, or demand, a count of the votes, and, if seconded, the chair must order a count of the votes.
15.	Motion to Reconsider	▪ A member who voted "with the majority" has the right to move to reconsider at the same meeting. ▪ If the motion to reconsider passes, "a new original motion is in order." ▪ Motion can be brought at a later meeting if rules are suspended.	▪ A member who voted "with the prevailing side" has the right to move to reconsider. ▪ If the motion to reconsider passes, debate is resumed at the point it had reached just before the vote was taken.

		Rosenberg's Rules of Order	Robert's Rules of Order
		Comparison	
			▪ Motion can only be brought on the day the vote to be reconsidered was taken, or, in the case of a multi-day session, on the next day within the session in which business is conducted.
16.	Courtesy and Decorum	▪ Need for courtesy and decorum, and the chair's right to cut off discussion that is too personal, too loud, or too crude.	▪ Same
17.	Interruptions: Privilege	▪ Allows interrupting to raise a question of privilege by members of the body.	▪ Interruption for question of privilege should be done only if unavoidable.
18.	Interruptions: Point of Order	▪ Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting.	▪ Same
19.	Interruptions: Appeal	▪ If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair to the entire body. ▪ If the motion making the appeal is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.	▪ Gives a special process of debate for those appeals that are debatable. ▪ Some appeals cannot be debated.
20.	Interruptions: Call for the Orders of the Day	▪ Allows interrupting in order to bring everyone back to the agenda.	▪ Same
21.	Interruptions: Withdraw a Motion	▪ Allows a member to interrupt debate and withdraw a motion at any time.	▪ Once a motion has been made, seconded and stated by the chair, it belongs to the body itself, not to the original maker. ▪ If a member wishes to withdraw the motion, the member asks permission of the body. ▪ Does not allow interruption for this purpose and does not allow a member to withdraw a motion unilaterally.
22.	Abstention and Voting	▪ Abstention generally does not count towards majority vote. ▪ As a result, a 2-2 vote plus one abstention would mean a motion fails.	▪ The effect of abstention is the same as if a member voted on the prevailing side.